



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a FL Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 90 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

ATTEST

President

Secretary

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ALTA Commitment for Title Insurance 8-1-16



(22100498.PFD/22100498/10)



Fidelity National Title Insurance Company

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements; and
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at

[<http://www.alta.org/arbitration>](http://www.alta.org/arbitration).

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Fidelity National Title Insurance Company

SCHEDULE A

1. Commitment Date: October 7, 2022 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Own. Policy (06/17/06)
Proposed Insured: TBD TBD
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
James R. Leonard, II and Andrea J. Leonard, husband and wife
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Middle Tennessee Law Group, PLLC

By: _____
T. Jake Wolaver, Attorney

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:

(a) Deed from James R. Leonard, II and Andrea J. Leonard, husband and wife to TBD describing the property set out in Schedule A.
2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors and materialmen are all paid.
5. Taxes for the year 2022: Map/Parcel 032-059.03
Maury County: \$ 155.00 Due and Payable

Taxes for the year 2022: Part of Map/Parcel 032-059.00
Maury County: \$ 96.00 Due and Payable
6. The land has been classified as Greenbelt for assessment, levy and collection purposes and may be subjected to substantial rollback taxes as defined in Tennessee Code Annotated, Section 67-5-1001.
7. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
8. NOTE: The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined and entered as aforesaid, it is agreed that as between the Company, the Applicant for the Commitment and every person relying on the Commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00, and the total liability of the Company on account of the Commitment shall not exceed said amount.
9. NOTE: If the above requirements include a deed of trust(s) to be satisfied and released and such referenced deed of trust (mortgage) is a Home Equity Line of Credit, Open End Deed of Trust or other Credit Line, the Company also requires the following: The Settlement/Escrow Agent must send a written authorization in behalf of the mortgagor to the Lender, in addition to the payoff check/wire, instructing the Lender to close said account and issue no more checks or drafts since the payoff was quoted.
10. NOTE: Please be advised that you will need to obtain Over Limit Approval in the normal manner and our delivery of this Title Search Report does not constitute such approval.

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(22100498.PFD/22100498/11)

SCHEDULE B
(Continued)

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by the form.
2. Rights or claims of parties in possession not shown by the public records.
3. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Taxes or special assessments which are not shown as existing liens by the public records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
6. Easements or claims of easements not shown by the Public Records.
7. If improvements are completed after January 1 of any year, and the law, pursuant to TCA 67-5-509 and TCA 67-5-603, requires supplemental assessment for the year in which improvements are completed, the company assumes no liability for taxes assessed by correction or supplemental assessment.
8. Taxes for the year 2022, a lien due and payable, but not delinquent.
9. Greenbelt Application of record in Book R2873, Page 1063, in the Register's Office for Maury County, Tennessee. The land has been classified as Greenbelt for assessment, levy and collection purposes and may be subjected to substantial rollback taxes as defined in Tennessee Code Annotated, Section 67-5-1001.
10. Right of Way Easement of record in Book R2628, Page 736, in the Register's Office for Maury County, Tennessee.
11. Easement for Ingress/Egress and Utilities of record in Book R2629, Page 324, in the Register's Office for Maury County, Tennessee.
12. Access Easement and Maintenance Agreement of record in Book R2816, Page 20, in the Register's Office for Maury County, Tennessee.
13. Acreage content of the subject property is not hereby insured. Reference to acreage is left in the description merely for convenience in identifying the tract.
14. The property address and/or tax parcel identification number shown herein are provided solely for informational purposes, without warranty as to accuracy or completeness, and are not hereby insured.

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Fidelity National Title Insurance Company

PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Being and lying in the 1st Civil District of Maury County, Tennessee and lying, North and South of Roy Dodson Road, northeast of and adjacent to Tom Fitzgerald Road, and West of Taylor Road, being more particularly described as follows:

Beginning at an iron pin found (No. 1488); said iron pin found being the northeast corner of the tract being described, and the western most northwest corner of John Thomason etux; thence, with Thomason and a fence, South 12 degrees 54 minutes 01 seconds West 144.20 feet to an iron pin found (No. 1488); thence, South 14 degrees 04 minutes 10 seconds West 245.34 feet to an iron pin found (No. 1488); said iron pin found being the southwest corner of John Thomason, and the western most northwest corner of David Thomason etux; thence, with David Thomason and continuing with a fence, South 03 degrees 42 minutes 20 seconds West 307.71 feet to a steel fence T-post; said post being the southwest corner of Thomason, and the northwest corner of Nicholas Darnley and Nicole Sutton; thence, with Darnley and Sutton, South 08 degrees 06 minutes 20 seconds West 163.71 feet to a wood fence post; thence, South 07 degrees 01 minutes 33 seconds West 203.18 feet to the southwest corner of Darnley and Sutton, and the northwest corner of Gary Love etux; thence with Love and a fence, South 10 degrees 26 minutes 40 seconds West 337.37 feet to an iron pin found (No. 2035); thence, South 08 degrees 13 minutes 00 seconds West 415.14 feet to an iron pin found (No. 2035); thence, South 03 degrees 03 minutes 01 seconds West 47.17 feet to an iron pin found (No. 2035); thence, South 10 degrees 08 minutes 41 seconds West 115.30 to an iron pin set; thence leaving said lands of Love, and with the North line of the lands of David Brooks (DB R2807, Pg 385) for the following (5) courses;

Thence, North 79 degrees 52 minutes 05 seconds West 539.89 feet to an iron pin set; thence, North 85 degrees 25 minutes 39 seconds West 20.00 feet to an iron pin set; thence, North 80 degrees 03 minutes 59 seconds West 132.29 feet to an iron rod and cap (set); thence, North 2 degrees 48 minutes 57 seconds East 403.51 feet to an iron rod and cap (set); thence, North 13 degrees 29 minutes 33 seconds East 192.32 feet to an iron rod and cap (set) at the southeast corner of the lands of Lee M. Skinner and Rachel E. Davis (DB R2759, Pg 855); thence, with the East line of said lands of Davis and Skinner for the following (3) courses;

Thence, North 25 degrees 40 minutes 14 seconds West 393.79 feet to an iron rod and cap (set); thence, North 02 degrees 42 minutes 10 seconds West 332.11 feet to an iron pin (set); thence, North 49 degrees 25 minutes 39 seconds West 137.08 feet to an iron pin (set) at the northernmost corner of Skinner and Davis, also being along the southern right of way of Roy Dobson Road (30' R.O.W.); thence, with said right of way for the following (6) courses;

Thence, North 70 degrees 30 minutes 51 seconds East 49.09 feet to a point; thence, North 70 degrees 59 minutes 06 seconds East 110.32 feet to a point; thence, North 69 degrees 58 minutes 39 seconds East 58.55 feet to a point; thence, North 71 degrees 00 minutes 10 seconds East 49.66 feet to a point at the beginning of a curve concave to the South having a radius of 2768.23 feet and a central angle of 1 degrees 35 minutes 39 seconds and being subtended by a chord which bears North 72 degrees 55 minutes 31 seconds East 77.02 feet; thence, easterly along said curve 77.02 feet; thence, North 72 degrees 18 minutes 42 seconds East 62.46 feet to a point on the original boundary of the lands of Kevin Hedrick (DB 2145, Page 928); leaving said right of way and with said lands of Hedrick for the following (11) courses;

Thence, South 31 degrees 05 minutes 14 seconds East 7.67 feet to a point being a common corner with said Hedrick; thence continuing with Hedrick and a fence, North 76 degrees 46 minutes 59 seconds East 91.51 feet to a point; thence North 65 degrees 20 minutes 05 seconds East 58.61 feet to a point; thence North 61 degrees 45 minutes 10 seconds East 60.32 feet to a point; thence North 58 degrees 51 minutes 57 seconds East 150.29 feet to a point; thence North 63 degrees 26 minutes 17 seconds East 153.93 feet to a point; thence North 58 degrees 29 minutes 10 seconds East 214.97 feet to a 14" maple; thence North 63 degrees 39 minutes 57 seconds East 14.65 feet to a point; thence North 76 degrees 32 minutes 10 seconds East 66.30 feet to a steel fence post; thence South 87 degrees 05 minutes 46 seconds East 89.25 feet to a point; thence South 54 degrees 05 minutes 44 seconds East 11.01 feet to the point of beginning, containing 33.174 acres of land, more or less.

Being the same property conveyed to James R. Leonard, II and Andrea J. Leonard, husband and wife, by Warranty Deed from Arlington

EXHIBIT A
(Continued)

Heights General Partnership, a Tennessee general partnership, of record in Book R2655, Page 975, Register's Office for Maury County, Tennessee, dated August 03, 2020 and recorded on August 10, 2020.

Being the same property conveyed to James R. Leonard, II and Andrea Leonard, husband and wife, by Warranty Deed from Arlington Heights GP, a Tennessee general partnership, of record in Book R2854, Page 1431, Register's Office for Maury County, Tennessee, dated June 28, 2022 and recorded on June 29, 2022.

Being the same property conveyed to James R. Leonard, II and Andrea J. Leonard, husband and wife, by Quitclaim Deed to Combine Parcels from James R. Leonard, II and Andrea J. Leonard, husband and wife, of record in Book R2854, Page 1435, Register's Office for Maury County, Tennessee, dated June 28, 2022 and recorded on June 29, 2022.

Being also known as 0 Roy Dodson Rd., Columbia, Tennessee 38401.

Tax/Map ID: 032-059.03 & 032-059.00 PO