



Chicago Title Insurance Company

SCHEDULE A

1. Commitment Date: October 22, 2018 at 04:30 PM
2. Policy to be issued:
 - (a) ALTA Own. Policy (06/17/10)
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.
Proposed Policy Amount: \$ 1,000.00
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:
Jenkins Agricultural and Industrial, LLC, a Wyoming LLC
5. The Land is described as follows:
SITUATED in the Fourth Civil District of Hamblen County, Tennessee and being more particularly described as follows:

Tract No. I:

BEGINNING on a small white oak on the east side of the farm, corner to John Alderson; thence with John Alderson's line 4 courses as follows: South 60 ½ West 101 poles to a stake; South 45 East 70-1/2 poles to a stake, formerly a corner to the Worley farm; South 40 East 11-9/10 poles to a stake in the north margin of road; thence with said north margin of the road and with J. T. Myers line westwardly to a stake where a large red oak formerly stood and Myers and Rader's corner; thence with Myers line crossing Bent Creek, North 88 West 74-2/5 poles to a stake at a cedar, Tartar's corner; thence with Tarter's line 8 courses as follows: North 34 East 77-3/5 poles to a stake; North 46 East 58 poles to a stake in the main road; thence with same South 40 East 9-2/3 poles to a stake; North 60 East 44 poles to a stake in the middle of Bent Creek; thence up center of said creek, North about 7 West 7-4/5 poles; North 43-1/2 poles; East 80 poles to a stake; South 44 East 39 poles to a pine, Alderson's corner; thence with his line South 27 poles to the BEGINNING, containing 137 acres, more or less.

Tract No. II:

BEGINNING on a stake in the east margin of pike and the original line; thence with Geo. S. Mooney's line, North 61-1/2 East 40 poles and 6 feet to a stake 1-1/2 feet south of a cedar; thence still with same, North 6-3/4 West 8 poles; thence North 43-1/2 East 6 poles; thence North 40-1/2 East 4 poles to a stake; thence South 59-3/4 West 52 poles to the margin of the pike; thence with same, South 23-1/4 East 9 poles 7-1/2 feet to the BEGINNING, containing 2.95 acres.

Said property is identified as Parcel 100, Map No. 20 in the Property Assessor's Office of Hamblen County, Tennessee, and is bounded on the north by Gass, McFall and Commerce Federal Savings

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AMERICAN
LAND TITLE
ASSOCIATION



(2018106382.PFD/2018106382/9)

SCHEDULE A
(Continued)

Bank; on the east by Jenkins; on the south by Jenkins and Ralph Ray Road; and on the west by Charles Terry and Fred Terry.

BEING the same property conveyed to Jenkins Agricultural and Industrial LLC, a Wyoming Limited Liability Company, by quitclaim deed of Kenneth E. Jenkins and wife, Patricia Jenkins, dated November 3, 2004 and recorded November 9, 2004 in Book 1073, page 678 in the Register's Office of Hamblen County, Tennessee.

Heartland Title Services, Inc.

By: _____


Heartland Title Services, Inc.

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- a. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- b. Satisfactory evidence should be had that no improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
- c. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
- d. 2018 County Taxes are paid - \$731.00, Receipt No. 14754
Assessment: \$34,300.00
Map 20 Parcel 100.00 (139.95 acres)

GREENBELT ASSESSED

COUNTY DUE OCTOBER 1ST, DELINQUENT MARCH 1ST

- e. Notice and Waiver Affidavit, as required by Department Regulation 30, Department of Insurance and Banking, State of Tennessee, signed by the mortgagors, must be submitted.
- f. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit: (1) Warranty Deed from Jenkins Agricultural and Industrial, LLC, a Wyoming LLC, to Purchaser with contractual rights under a proper purchase agreement. (2) Operating Agreement for Jenkins Agricultural and Industrial, LLC, must be submitted.
- g. Payment of the Full consideration to, or for the account of, the grantors or mortgagors.
- h. Company reserves all rights to supplement these requirements upon a determination of other factors which come to the attention of the company.
- i. All claims in the Estate of Kenneth E. Jenkins in Cause No. 2009-P132 in the Probate Court for Hamblen County, Tennessee, must be paid and released;
 1. Community National Bank - \$170,466.00
 2. KPT Lease - \$282,826.72
 3. KPT Lease - \$348,231.16
 4. American Patriot Bank - \$350,765.00
 5. Central Leasing - \$57,825.17
 6. Central Leasing - \$120,667.00
 7. Central Leasing - \$225,241.00
 8. Central Leasing - \$199,774.00
 9. Central Leasing - \$164,098.00
 10. Central Leasing - \$154,309.00
 11. Central Leasing - \$368,816.00

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SCHEDULE B
(Continued)

12. Central Leasing - \$77,155.34
13. Central Leasing - \$385,228.50
14. Central Leasing -\$202,024.10
15. Andrew Johnson Bank - \$167,978.00
16. Andrew Johnson Bank - \$649,615.74
17. Andrew Johnson Bank - \$118,255.71
18. Commercial Credit - \$1,074,420.00

NOTE: An order dismissing these listed claims was entered on November 14, 2018. Upon this order becoming final, December 15, 2018, these claims will be removed as exceptions.

- j. Notice of Federal Tax Lien against the estate of Patricia O. Overton Jenkins Estate dated September 26, 2017 and recorded in Book 1725, page 624 in the Register's Office of Hamblen County, Tennessee for \$3,711,352.24, must be paid and satisfied of record.

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:

- a. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
- b. Any Owner's Policy issued pursuant hereto will contain under Schedule B the Standard Exceptions listed below. Any loan policy issued pursuant hereto will contain under Schedule B the Standard Exceptions (1), (4) and (5) unless a satisfactory survey and inspection of the premises is made.

Rights or claims of parties in possession not shown by the Public Records;

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;

Taxes or special assessments which are not shown as existing liens by the Public Records;

Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that

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SCHEDULE B
(Continued)

would be disclosed by an accurate and complete land survey of the Land.

Easements or claims of easements not shown by the Public Records.

- c. Subject to the lien of 2018 taxes, which are due and payable but not delinquent, and subsequent years.
- d. If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which improvements are completed as defined by statute. We assume no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated, section 67-5-603 et seq.
- e. The acreage mentioned in the legal description is only for convenience in identifying the tract insured; it is not intended that this policy insure the amount of acreage.
- f. The land has been classified as Greenbelt for tax assessment, levy and collection purposes, and may be subjected to substantial rollback taxes as defined in Tennessee Code Annotated, Section, 67-5-1001, et seq.
- g. Subject to easement conveyed to Hamblen County by deed of record in Deed Book 428, page 411 in the Register's Office of Hamblen County, Tennessee.

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