



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 Florida 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 Schedule B, Part I - Requirements have not been met within 180 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 w- VA Mod

AMERICAN
LAND TITLE
ASSOCIATION



(TM23-101.PFD/TM23-101/3)



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.

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Transaction Identification Data for reference only:

Issuing Agent: Trademark Title Services Inc.
 Issuing Office: P.O. Box 39, Victoria, VA 23974
 Issuing Office's ALTA® Registry ID:
 Loan ID No.:
 Commitment No.: TM23-101
 Issuing Office File No.:
 Property Address: 303 Main Street, Kenbridge, VA 23944
 Revision No.:

SCHEDULE A

1. Commitment Date: April 5, 2023 at 08:30 AM
2. Policy to be issued:
 - (a) Proposed Insured: TBD AT AUCTION
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is fee simple
4. The Title is, at the Commitment Date, vested in:
Maple Grove LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

By: Ruby L. Martin
 Ruby L. Martin

Trademark Title Services Inc.
 P.O. Box 39
 Victoria, VA 23974
 (434)676-9191

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EXHIBIT A - LEGAL DESCRIPTION

TRACT I (TAX MAP NUMBER 035A6 05 0 3B): All of that certain piece or parcel of land situate, lying and being within the corporate limits of the Town of Kenbridge, Lunenburg County, Virginia, being triangular in shape and fronting 75 feet on Main Street, designated and described as the Eastern seventy-five (75) feet of Lot No. 3, Block Y, according to the official map of the Town of Kenbridge, of record in the Clerk's Office of the Circuit Court of Lunenburg County, Virginia in Plat Book 2, Page 94, and further depicted on a plat made by J. W. Blackburn, C.L.S., dated March, 1961, of record in the Clerk's Office aforesaid in Plat Book 6, Page 82, said property being bounded and described thereon as follows: Beginning at a stake located on the southern edge of Main Street where the alley between Block Y and Block K intersects said Main Street, thence in a northerly direction along the southern edge of Main Street N. 49° 36' W. 75 feet to a stake, corner with the lands formerly owned by Cecil R. Hazlewood and Roy B. Hazlewood; thence along a new line S. 51° 54' W. 40.2 feet to the northern line of said alley located between Block Y and Block K; thence along the said alley S. 75° 00' E. 91.9 feet to the stake on the southern edge of Main Street a point of beginning.

TRACT II (TAX MAP NUMBERS 035A6 05 0 3A and 035A6 04 0K 4A): All of those certain lots pieces or parcel of land lying and being within the corporate limits of the Town of Kenbridge, Lunenburg County, Virginia, designated and described as Part of Lot 3, Block Y, the northwest portion of Lot No. 4, Block K, and the major portion of Lot No. 5, Block K, according to the official map of the Town of Kenbridge, of record in the Clerk's Office of the Circuit Court of Lunenburg County, Virginia, in Plat Book 2, Page 94, and further depicted on a plat made by J. W. Blackburn, C.L.S., dated March, 1961, of record in the Clerk's Office aforesaid in Plat Book 6, Page 82, said property being bounded and described thereon as follows: Beginning at a stake located on the southern edge of Main Street, said stake being located seventy-five (75) feet west of the eastern tip of Block Y; thence leaving Main Street along the western bounded line of the property of Clarence R. Hurt and Elizabeth G. Hurt S. 51° 54' W. 145.9 feet to a stake in Lot No. 5 of Block K; thence S. 03° 49' W. 50 feet to a stake on the northern edge of Park Avenue; thence N. 86° 11' W. 20 feet to a stake located on the boundary line between Lot No. 5 and Lot No. 6 in said Block K of the Town of Kenbridge; thence along the said boundary line N. 03° 49' E. 132 feet to a stake located on the southern edge of said alley between Block Y and Block K; thence N. 51° 54' E. 92.5 feet to a stake on the southern edge of Main Street; thence along the southern edge of Main Street S. 49° 36' E. 75 feet to the stake at the point of beginning.

TRACT III (TAX MAP NUMBER 035A6 04 0K 4): All of those two certain lots or parcels of land lying and being within the corporate limits of the Town of Kenbridge, Lunenburg County, Virginia, designated and described as Lot Nos. 4 and 5, Block K, according to the official map of the Town of Kenbridge, of record in the Clerk's Office of the Circuit Court of Lunenburg County, Virginia, in Plat Book 2, Page 94. Said lots have a combined frontage of 100 feet on Park Avenue and extend back at right angles thereto between parallel lines to an alley. The Eastern line of Lot No. 4 being approximately 112 feet in length and the Western line of said Lot No. 5 being approximately 132 feet in length.

LESS AND EXCEPT the northwestern portion of Lot No. 4 and the major portion of Lot No. 5 conveyed as a portion of Tract II hereinabove, and depicted on the said plat made by J. W. Blackburn, C.L.S., dated March, 1961, of record in the Clerk's Office aforesaid in Plat Book 6, Page 82, the balance of Lot Nos. 4 and 5 conveyed herein as Tract III also being depicted thereon.

TRACT IV (TAX MAP NUMBERS 035A6 04 0K 1, 035A6 04 0K 2, and 035A6 04 0K 3): All of those certain lots or parcels of land, lying and being within the corporate limits of the Town of Kenbridge, Lunenburg County, Virginia, designated and described as Lot Nos. 1, 2 and 3, Block K, according to the official map of the Town of Kenbridge, of record in the Clerk's Office of the Circuit Court of Lunenburg County, Virginia in Plat Book 2, Page 94, and further depicted on a plat made by J. W. Blackburn, C.L.S., dated March, 1961, of record in the Clerk's Office aforesaid in Plat Book 6, Page 82.

TRACT V (PORTION OF VACATED ALLEY): By agreement dated April 4, 1961, and recorded in the Clerk's Office of the Circuit Court of Lunenburg County, Virginia in Deed Book 103, Page 237, Clarence R. Hurt and Elizabeth G. Hurt, his wife, Cecil R. Hazelwood and Roy B. Hazelwood, partners, trading as Hazlewood Brothers Garage, Kenbridge, Virginia, and E. J. Silverman and Hedren R. Silverman, his wife, and H. J. Crenshaw agreed and consented that the ten-foot alley located between Block K and Block Y be vacated, closed and abandoned to facilitate the development of Block K. The agreement was approved by the Town of Kenbridge who adopted a resolution at the April 4, 1961 meeting vacating, closing and abandoning the said ten-foot alley located between Block K and Block Y of the Town, subject to all rights of the Town with respect to the sewer lines of the Town located in said alley.

Being a revised description of the same property conveyed Maple Grove, LLC, a Virginia limited liability company, by deed from Richard W. Harris, dated July 1, 2019, of record in the Clerk's Office of the Circuit Court of Lunenburg County, Virginia in Deed Book

SCHEDULE A
(Continued)

408, Page 937. For the purposes of information, the official name of this company registered with the State Corporation Commission is Maple Grove LLC.



Fidelity National Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Deed of Trust to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Furnish copies of all instruments in this transaction for review by the company prior to closing. This commitment is subject to such addition requirements and/or exceptions as may be deemed necessary by the Company upon review of said instruments and upon full disclosures of all facts of this transaction.
6. Receipt of satisfactory executed "Owners (Sellers) Affidavit as to Mechanic's Liens and Possession."
7. Purchasers must be adversed for judgments in favor of the United States, or any other instrumentality thereof, for a period of twenty (20) years prior to the recordation of the documents proposed to the insured. Fidelity National Title Insurance Company must be provided with certification that there are no judgments in favor of the United States, or any instrumentality thereof, against the purchaser.
8. Receipt of satisfactory executed INDEMNITY & UNDERTAKING AGREEMENT (GAP).
9. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
10. Run PACER report on Current owners/buyers/borrowers to determine if a bankruptcy has been filed. If any party is in bankruptcy, the Company must receive a satisfactory, final and non-appealable Court order (a) authorizing the transaction to be insured, or (b) declaring the property exempt. In a Chapter 7 Bankruptcy. The Trustee may give written notice that the real estate is abandoned. Additional requirement or exceptions may be made upon review.
11. Receipt of satisfactory executed "No Financing Statement" executed by Sellers.

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:



SCHEDULE B
(Continued)

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Taxes for the year 2022 and subsequent years, a lien not yet due and payable.
3. Power line and telephone easements of record.
4. Any encroachment, incumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete eland survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachment on the Land of existing improvements located on adjoining land.
5. Such other matters as a careful physical examination of the property and a recent survey of the same might disclose.
6. Matters as shown on a plat recorded in Map Book 2, page 94
7. Rights or claims of parties in possession under unrecorded lease.
8. Easement to Town of Kenbridge dated July 29, 2013 and recorded in Deed Book 373, page 622 for sanitation sewer collector.
9. Easement to the Town of Kenbridge dated October 9, 2015, recorded in Deed Book 385, page 381 for a sanitation sewer collector.
10. Agreement recorded in Deed Book 103, page 237.
11. Matters as shown on a plat by J.W. Blackburn CLS, dated March 1961, recorded in Plat Book 6, page 82.