



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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27C276B46

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ALTA Commitment for Title Insurance 8-1-16 w- VA Mod



(TM22-339.PFD/TM22-339/2)



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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AMERICAN
LAND TITLE
ASSOCIATION



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Fidelity National Title Insurance Company

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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Fidelity National Title Insurance Company

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.: TM22-339
 Issuing Office File No.:
 Property Address: 210 Main St./300 Station St, Kenbridge, VA 23944
 Revision No.:

SCHEDULE A

1. Commitment Date: September 19, 2022 at 08:30 AM
2. Policy to be issued:
 - (a) Proposed Insured: TBD
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, A Virginia limited Liability Company
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

PARCEL NO. 1 (TAX MAP NUMBER 035A6 04 0E A; PRN 5447): All that certain piece or parcel of land situate at Kenbridge, County of Lunenburg, State of Virginia, bounded and described as follows:

Beginning at a point within the right of way of the Norfolk and Western Railway Company, said point being in the Western line of Station Street and said point also being S. 39° 12' W. 59.52 feet distant from a point in the center line of main tract of the Norfolk Division – Norfolk District of said Railway at station 6354 + 64.10 and a Mile Post 113 + 1823.10 feet, as measured from Norfolk, Virginia; thence through the right of way of said Railway Company, with said line of Station Street S. 39° 12' W. 90.73 feet to a point in the southern line of said right of way; thence with said southern line of right of way N. 54° 14' W. 363.67 feet to its point of intersection with the eastern line of Virginia Secondary Highway Route T-1101; thence through the right of way of the Norfolk and Western Railway Company as follows: with aforesaid eastern line of Virginia Secondary Highway Route T-1101 N. 35° 46' E. 45.0 feet to a point; thence S. 55° 16' E. 173.0 feet to a point; thence S. 66° 28' E. passing the center line of a track of said Railway a total distance of 200.63 feet to the point of beginning and containing 0.50 of an acre, more or less, as shown colored yellow on print of Plan N-30512-B, dated April 15, 1964, attached to that Deed recorded in the Clerk's Office of the Circuit Court of Lunenburg County, Virginia in Deed Book 107, Page 258.

PARCEL NO. 2 (TAX MAP NUMBER 035A6 04 0E A; PRN 5447): All those certain lots, pieces or parcels of land, together with all improvements thereon or appurtenances thereunto belonging, lying and being in the Town of Kenbridge (formerly in Brown's Store Magisterial District) Lunenburg County, Virginia, on the northern side of Main Street (Virginia State Highway No. 40) between Station Street and Sixth Avenue, designated as Lots Nos. 7, 8, 9, and 10, and a rectangular shaped parcel of land lying to the west of the western line of said lot no. 10, all in Block No. "E", according to the official map of said Town of Kenbridge, said map being of record in the Clerk's Office of Lunenburg County, Virginia, in Plat Book 2, Page 94, and being bounded as follows: on the North by the right of way of the Virginian Division of the Norfolk and Western Railway Company; on the East by Station Street; on the South by the right of way of "Main Street" (Virginia State Highway No. 40) and on the West by Sixth Street.

Being the same property conveyed to Maple Grove LLC, a Virginia limited liability company, by deed from Anthony A. Sandy and Cynthia G. Sandy, husband and wife, dated February 6, 2020, of record in the Clerk's Office of the Circuit Court of Lunenburg County, Virginia as Instrument Number 200000155.



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. 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.
7. Receipt of satisfactory executed "Owners (Sellers) Affidavit as to Mechanic's Liens and Possession."
8. 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.
9. Receipt of satisfactory executed INDEMNITY & UNDERTAKING AGREEMENT (GAP).
10. 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.
11. The Company must be provided with the following for Maple Grove LLC
 - a) Articles of Organization, and any amendments thereto;
 - b) Operating Agreement, if any, and any amendments thereto;
 - c) Certificate of Organization from the state where the limited liability company originated; and
 - d) a Certificate of Fact from the state of origin as evidence that the limited liability company is in good standing at the time of execution and delivery of the document(s) to be insured.NOTE: All members of the limited liability company, or the managing member(s) designated in the Operating Agreement, must join in the execution of any instrument(s) required herein. In lieu thereof, such instrument(s) must be executed by the member(s) designated and authorized to act on behalf of the limited liability company as set forth in a satisfactory resolution signed by all members; the resolution shall be provided to the Company prior to closing.
12. Payment of delinquent taxes for 1st half County - \$211.87.



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. 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. Restriction in deed dated May 16, 2013 recorded in Deed Book 368, page 687: "The above described property is further subject to a Restrictive covenant that shall run with the land prohibiting the operation of a liquefied petroleum gas sales, storage and or distribution facility on said property".
7. Rights of parties in possession under unrecorded leases.
8. Subject to matters shown on plat recorded in Deed Book 107, page 258 (Parcel One)
9. Subject to matters on plat recorded in Map Book 2, page 94 (Parcel Two)
10. Subject to matters shown on recorded plat in Deed Book 210 page 337 including the following located on the land:
 - a) Town of Kenbridge has a right of way and easement for waterline and sanitary sewer line crossing parcel (Parcel Three)
11. Title to that portion of the land lying within the bounds of the railroad right of way of Norfolk and Western Railroad.
12. Easement granted to Virginia Electric and Power Company recorded in Deed Book 107, page 394, and Deed Book 297, page 619.
13. Easement reserved for the Town of Kenbridge in Deed Book 210, page 333.

Remit Payment To:
Trademark Title Services Inc.
P.O. Box 39
Victoria, VA 23974

INVOICE

Billed To:

Invoice Date:
Please Pay Before:
Our File Number: TM22-339
Your Reference Number:

Property:
210 Main St./300 Station St
Kenbridge, VA 23944
Lunenburg County

Brief Legal:

DESCRIPTION	AMOUNT
Invoice Total Amount Due	\$ 0.00



OWNER'S AFFIDAVIT AND AGREEMENT

THE UNDERSIGNED, having been duly sworn on oath, states the following:

- a. That I/We have been the owner(s) of the property described below for at least 123 days prior to the date hereof: 210 Main St./300 Station St, Kenbridge, Virginia
b. That there has been no work, services or labor performed or material furnished in connection with repairs or improvements on the property within one hundred twenty-three (123) days prior to the date of this Affidavit; or, that in the event work has been performed, services rendered, or materials furnished in connection with construction, repair, or improvement on the property during such 123-day period, that all such work performed, services rendered, or materials furnished have been completed and are acceptable to the Owner(s); the Owner(s) have paid in full all contractors, laborers, and materialmen for such work performed, services rendered, or material furnished in connection with construction, repairs, or improvements on the property during such 123-day period, except the following: NONE [X] SEE EXHIBIT ATTACHED []
c. That no adverse claims have been made as to the title to the said property;
d. That the undersigned has done no act to adversely affect the title to said property except matters of record as of the date hereof;
e. That there are no easements or claims of easements not shown by the public records;
f. That there are no parties in possession of said property;
g. That no agreement or contract for conveyance, deed, written lease, or writing whatsoever, is in existence, adversely affecting the title to said property, except those in connection with which this Affidavit is given;
h. That there are no unpaid or delinquent water and/or sewer bills for said property nor are there any delinquent real estate taxes or assessments against said property; that the undersigned has/have not received notice, or know of any recent or future planned improvements (such as street paving, sidewalks, etc.) that will or might result in a special assessment against this property;
i. That there are no judgment liens entered against the undersigned in any court;
j. THAT NO PROCEEDINGS IN BANKRUPTCY HAVE BEEN INSTITUTED BY OR AGAINST THE UNDERSIGNED IN ANY COURT IN ANY STATE.

The Owner of the property, (as seller or borrower in the transaction for which this affidavit is being executed), recognizing that funding may occur prior to the Deed or Deed of Trust being officially filed for record in the appropriate Clerk's Office: agrees that in consideration of Fidelity National Title Insurance Company (hereinafter "the Company") issuing said policy without exception to any matters which may arise between the effective date of the commitment for title insurance and the date the documents creating the interest being insured are filed for record, (which matters may constitute an encumbrance on or affect the title) (the "GAP"), to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title which may arise or be filed, as the case may be, against said property during the GAP. The Owner further agrees to hold harmless and indemnify the Company against all losses, expenses, costs and fees (including, but not limited to, attorney fees) which may arise out of the Owner's failure to so remove, bond or otherwise dispose of any said liens, encumbrances or objectionable matters. The foregoing hold harmless and indemnity shall not be effective with respect to any encumbrance, lien or other objectionable title matter which is of record at the time the documents creating the interest are delivered to the Clerk's Office for recordation or of which the Company becomes aware prior to recordation, unless the owner consents to recordation after it has been advised of the existence of such encumbrance, lien or other objectionable matter.

This Affidavit is given to induce the Company to issue its policy or policies of title insurance with full knowledge that the Company will rely upon the accuracy of same. That undersigned further state(s) that he/she/they is/are familiar with the nature of an oath; and with the penalties as provided by the laws of the State in which the property is located for falsely swearing to statements made in an instrument of this nature. The undersigned further certifies that he/she/they has/have read and understand(s) the full facts of this Affidavit. The undersigned do/does hereby jointly and severally agree to indemnify and hold the Company harmless of and from any and all loss, cost, damage, and expense of every kind, including attorneys' fees, which said Company shall or may suffer or incur or become liable for under its said policy or policies directly or indirectly, due to its reliance on the accuracy of the foregoing statements or in connection with its enforcement of its rights under this Agreement.

Date Maple Grove LLC (Seal)

County of Lunenburg

Sworn, subscribed to and acknowledged before me this ___ day of _____, _____.

Notary Public My commission expires: _____