



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN 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 EXTRACONTRACTUAL 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, First American Title Insurance Company, a(n) Nebraska 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 Amount of Insurance and the name of the Proposed Insured.

If all of the 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.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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;
 - 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**

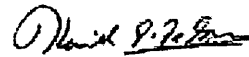
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
- 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
 - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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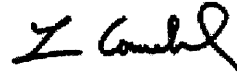
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. 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 IS 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 closing, settlement, escrow, or any other purpose.
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. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

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FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, CA 92707



By: _____
Kenneth D. DeGiorgio, President



By: _____
Lisa W. Cornehl, Secretary

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Conrad Luttrell LLP
Issuing Office: 158 Crimson Circle
Martinsburg, WV 25403
Issuing Office's ALTA® Registry ID: 1232082
Loan ID Number:
Commitment Number: 101439KP
Issuing Office File Number: 101439KP
Property Address: 393 North Lawrence Street, Charles Town, WV 25414
Revision Number:


SCHEDULE A

1. Commitment Date: April 29, 2025 at 9:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy
Proposed Insured: **County Commission of Jefferson County, West Virginia**
Proposed Amount of Insurance: **\$16,600,000.00**
The estate or interest to be insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is:
fee simple
4. The Title is, at the Commitment Date, vested in:
American Public University System, Inc., a West Virginia Corporation by deed from AG/IRG WPM Ranson, L.L.C., a Delaware limited liability company dated 11/03/2010 and recorded with Jefferson County Recording Office on 11/09/2010 as Instrument #2010022373 in Book 1086, Page 450.
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

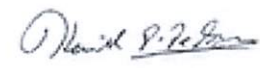
CONRAD LUTTRELL LLP
158 Crimson Circle, Martinsburg, WV 25403
Telephone: (304) 262-0000

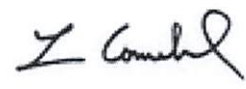
FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, CA 92707

Countersigned by:



Kanette L. Petry, License #5759
Conrad Luttrell LLP, License #9000


By: _____
Kenneth D. DeGiorgio, President


By: _____
Lisa W. Cornehl, Secretary

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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 Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Duly authorized and executed Deed from American Public University System, Inc., a West Virginia Corporation, to County Commission of Jefferson County, West Virginia, to be executed and recorded at closing.
5. Release of the insured property from the Credit Line Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated December 14, 2021 and recorded in the official records of Jefferson County Recording Office, to be paid with proceeds of loan and released in the original principal amount of \$220,000,000.00 from American Public University System, Inc., a West Virginia Corporation to Macquarie Capital Funding LLC.
6. Duly authorized and executed Quitclaim Deed from The City of Charles Town, West Virginia, a municipality, to 111 West Congress, L.L.C., a West Virginia limited liability company, vacating a portion of Iron Bridge Road (AKA Old Bridge Road) not used for street purposes in the City of Charles Town, to be recorded at or prior to closing.
7. Duly authorized and executed Reciprocal Access Easement Agreement between American Public University System, Inc., a West Virginia Corporation, and 111 West Congress, L.L.C., a West Virginia limited liability company, to be executed and recorded at or prior to closing.

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SCHEDULE B, PART II – Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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. (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or which may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
8. All taxes or assessment for the year 2025 and all subsequent years.
9. Leases, agreements or contracts, not filed of record.
10. Accuracy of area content is hereby not insured.
11. The exception, reservation, or out-conveyance of coal, oil, gas, coalbed methane gas, limestone, sandstone, and other minerals and mineral substance and stratas, liquid, gaseous, and solid, together with the rights and privileges, express, implied, necessary, or convenient to mine, remove, extract, explore for, drill for, and operate the same, and the rights of way and easements associated therewith or appurtenant thereto.
12. 20' foot Water line easement to City of Charles Town easement set forth in the instrument recorded in Book 877, Page 263 in the ([https://eclose.qualia.io/download/files/xMLJak2kHfykG4Z3P/PcBcwQgLABFGvbmTv/DEED-BOOK-\(877-263\)1-2.pdf](https://eclose.qualia.io/download/files/xMLJak2kHfykG4Z3P/PcBcwQgLABFGvbmTv/DEED-BOOK-(877-263)1-2.pdf)) office of the Clerk of the County Commission of Jefferson County, WV.

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13. Electric easement to Potomac Edison easement set forth in the instrument recorded in Book 369, Page 529 in the office of the Clerk of the County Commission of Jefferson County, WV ([https://eclose.qualia.io/download/files/nppyqcrKiscgvпка6/hKw2mMm75mi66CfsR/DEED-BOOK-\(369-529\)1-1.pdf](https://eclose.qualia.io/download/files/nppyqcrKiscgvпка6/hKw2mMm75mi66CfsR/DEED-BOOK-(369-529)1-1.pdf)).
14. electric easement to Potomac Edison easement set forth in the instrument recorded in Book 430, Page 591 in the office of the Clerk of the County Commission of Jefferson County, WV ([https://eclose.qualia.io/download/files/drks2CKBZKgJFAzif/ieBhHGMxE2gnQKEEX/DEED-BOOK-\(430-591\)1-1.pdf](https://eclose.qualia.io/download/files/drks2CKBZKgJFAzif/ieBhHGMxE2gnQKEEX/DEED-BOOK-(430-591)1-1.pdf)).
15. 40' foot electric easement to Potomac Edison set forth in the instrument recorded in Book 451, Page 181 in the office of the Clerk of the County Commission of Jefferson County, WV ([https://eclose.qualia.io/download/files/SeEbSCqy5kHDZ9hMq/vx6BEn9PLvxdvWqJx/DEED-BOOK-\(451-181\)1-2.pdf](https://eclose.qualia.io/download/files/SeEbSCqy5kHDZ9hMq/vx6BEn9PLvxdvWqJx/DEED-BOOK-(451-181)1-2.pdf)).
16. 10' foot electric easement to Potomac Edison set forth in the instrument recorded in Book 1103, Page 304 in the office of the Clerk of the County Commission of Jefferson County, WV ([https://eclose.qualia.io/download/files/MJnACXpKk5BQQcpia/qvTTtKBA2YS6hZB6H/DEED-BOOK-\(1103-304\)1-4.pdf](https://eclose.qualia.io/download/files/MJnACXpKk5BQQcpia/qvTTtKBA2YS6hZB6H/DEED-BOOK-(1103-304)1-4.pdf)).
17. Subject to the Plat Matters recorded in Book X, Page 1 in the office of the Clerk of the County Commission of Jefferson County, WV ([https://eclose.qualia.io/download/files/aEXQPCmt2935qp7Cx/DBG2LmJik7C7Ygs36/DB-X_Pg1-\(1\).pdf](https://eclose.qualia.io/download/files/aEXQPCmt2935qp7Cx/DBG2LmJik7C7Ygs36/DB-X_Pg1-(1).pdf)).
18. Subject to the Plat Matters recorded in Book 10, Page 66 in the office of the Clerk of the County Commission of Jefferson County, WV (<https://eclose.qualia.io/download/files/mnB5PF4BFBBwfWfc5/YBchwdGdHJ4Kwps8x/PB-10-Page-66.pdf---May-5th%2C-11%3A49-PM.pdf>).
19. Subject to the Plat Matters recorded in Book 159, Page 102, et seq in the office of the Clerk of the County Commission of Jefferson County, WV ([https://eclose.qualia.io/download/files/HMA355pMxgG6WLfKB/c7QneorFWXrcFwArY/DEED-BOOK-\(159-102\)1-7.pdf](https://eclose.qualia.io/download/files/HMA355pMxgG6WLfKB/c7QneorFWXrcFwArY/DEED-BOOK-(159-102)1-7.pdf)).
20. Electric service easement set forth in the instrument recorded in Book 451, Page 179 in the office of the Clerk of the County Commission of Jefferson County, WV ([https://eclose.qualia.io/download/files/NgNCzin5NXhoT3kKk/XigSpBRF7mcMJxrvK/DEED-BOOK-\(451-179\)1-2.pdf](https://eclose.qualia.io/download/files/NgNCzin5NXhoT3kKk/XigSpBRF7mcMJxrvK/DEED-BOOK-(451-179)1-2.pdf)).
21. Electric service easement to Potomac Edison set forth in the instrument recorded in Book 204, Page 7 in the office of the Clerk of the County Commission of Jefferson County, WV ([https://eclose.qualia.io/download/files/Djpwpp8ZKq6br8qTa/gNkehZJAizLJCd4oM/DEED-BOOK-\(204-7\)1-3.pdf](https://eclose.qualia.io/download/files/Djpwpp8ZKq6br8qTa/gNkehZJAizLJCd4oM/DEED-BOOK-(204-7)1-3.pdf)).
22. 20' foot Water line to City of Charles Town easement set forth in the instrument recorded in Book 1086, Page 445 in the official records 1-2.pdf) of Office of the Clerk of the County Commission of Jefferson County, WV.
23. Subject to the Plat Matters recorded in Book 25, Page 167 in the official records of Jefferson County, WV.
24. Subject to the Covenant, Condition, or Restriction, recorded 1-4.pdf) in Book 699, Page 737 in the official records of the Jefferson County Recording Office.

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25. Subject to the Covenant, Condition, or Restriction, recorded 1-4.pdf---May-6th%2C-12%3A12-AM.pdf) in Book 705, Page 657 in the official records of the Jefferson County Recording Office.
26. Subject to the Plat Matters recorded in Book 1064, Page 518, et seq. in the official records 1-7.pdf).
27. Subject to the Plat Matters recorded in Book 25, Page 259A in the official records .
28. Subject to the Plat Matters recorded in Book 1097, Page 616 in the official records 1-8.pdf).
29. Subject to the Plat Matters recorded in Book 1099, Page 467 in the official records 1-9.pdf).
30. Subject to the Covenant, Condition, or Restriction, recorded 1-4-(1).pdf) in Book 1098, Page 595 in the official records of the Jefferson County Recording Office.
31. Subject to the Covenant, Condition, or Restriction, recorded 1-4.pdf---May-6th%2C-12%3A22-AM.pdf) in Book 1072, Page 153 in the official records of the Jefferson County Recording Office.
32. Subject to the Covenant, Condition, or Restriction, recorded 1-3.pdf---May-6th%2C-12%3A25-AM.pdf) in Book 1099, Page 307 in the official records of the Jefferson County Recording Office.
33. Subject to the Covenant, Condition, or Restriction, recorded 1-5.pdf) in Book 1089, Page 399 in the official records of the Jefferson County Recording Office.
34. Subject to the Plat Matters recorded in Book 25, Page 292 in the official records .

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Jefferson, State of West Virginia and is described as follows:

Tract I:

Beginning at (246) a P-K Nail (in block wall) found, corner to 111 West Congress, LLC (D.B. 1066 P. 247) and in the northern right-of-way limits of The Winchester and Potomac Railroad Company; thence with said Railroad Company, North 77°10'48" West 221.87 feet to (245) a Mag Nail (in block wall) found, in the eastern right-of-way limits of Buchanan Street a 60' R/W; thence with said Buchanan Street, North 5°16'10" East passing (244) a 5/8-inch Rebar (Dewberry) found, at 190.48 feet, in all 319.58 feet to (431) a Drill Hole, set, in the southern right-of-way limits of 2nd Avenue, R/W width Varies; thence with said 2nd Avenue, North 73°37'49" East 282.65 feet to (255) a Point, corner to Northern Virginia Power Co. (D.B. 184 P. 117); thence with said Northern Virginia Power Co. for the next two lines, South 16°17'26" East passing (89) a 1-1/4" Iron Pipe with bronze disk, found at 1.77 feet, in all 152.25 feet to (254) a 5/8" Rebar (Dewberry) found, thence, North 73°37'49" East 25.35 feet to (253) a 5/8" Rebar (no cap) found, corner to McKinney (D.B. 958 P. 27); thence with said McKinney, South 26°52'52" West 164.30 feet to (250) a Railroad Spike, found, in the western right-of-way limits of Old Bridge Road; thence with said Old Bridge Road for the next two lines, South 27°34'45" West 51.64 feet to (249) a 5/8" Rebar (Dewberry) cap, found; thence, South 36°08'59" West 41.00 feet to (248) a 5/8" Rebar (Dewberry) cap, found, corner to said 111 West Congress, LLC; thence with said 111 West Congress, LLC for the next two lines, South 29°08'59" West 52.00 feet to (247) a 5/8" Rebar (Dewberry) cap, found; thence, South 5°23'59" West 37.46 feet to the place of beginning, containing 2.5224 acres, more or less, as shown upon that certain Plat of Survey prepared by Appalachian Surveys, PLLC, dated 29 September 2010, and recorded in the office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25, at Page 259 and 259A.

TOGETHER WITH those permanent easements on, over, and under the portion of real property designated Easement "A", Easement "B" and Easement "C", on that certain Plat of Survey showing Lot A and Easements "A"-"E" dated 26 August 2008, made by Karen K. Brill, PS, of Dewberry & Davis, LLC, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Cabinet 25, at Slide 167, for the purpose of maintaining, repairing, and replacing existing structures and improvements thereon, and for the purpose of maintaining existing elevations, grades, and access to adjacent structures.

Tract II:

Beginning at (239) a P-K Nail, found, corner to Railroad Avenue, a 50' R/W, and in the western right-of-way limits of Buchanan Street a 60' R/W; thence with said Railroad Avenue for the next two lines, North 77°10'48" West 206.39 feet to (238) a Mag Nail, found; thence, South 73°37'48" West 102.52 feet to (237) a Mag Nail, (in a railroad tie) found, in the northern right-of-way limits of The Winchester and Potomac Railroad Company; thence with said Railroad Company, North 77°10'48" West 76.47 feet to (261) a Railroad Spike (in wood deck) found, corner to City of Ranson Building Commission (D.B. 1064 P. 518); thence with said City of Ranson Building Commission for the next two lines, North 12°14'07" East 97.37 feet to (1078) a Chainlink Fence Post; thence, North 74°11'58" East 279.69 feet to (252) a Point, in the southern right-of-way limits of 2nd Avenue; R/W width Varies; thence with said 2nd Avenue, North 73°37'49" East 110.71 feet to (251) a Mag Nail, set, in the western right-of-way limits of said Buchanan Street; thence with said Buchanan Street, South 5°16'10" West passing (243) a 5/8 inch Rebar (Dewberry) found, at 129.10 feet, in all 237.39 feet to the place of beginning, containing 1.3302 acres, more or less, as shown upon that certain Plat of Survey prepared by Appalachian Surveys, PLLC, dated 29 September 2010, and recorded in the office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25, at page 259 and 259A.

TOGETHER WITH those permanent easements on, over, and under the portion of real property designated Easement "F" and Easement "H", on that certain Plat of Survey dated 29 September 2010, made by Karen K. Brill, PS, of Appalachian Surveys, PLLC, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Cabinet 25, at Slide 259, for the purpose of use as a parking lot and maintaining, repairing, and replacing existing improvements thereon.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALSO TOGETHER WITH a permanent easement on, over, and under the portion of real property designated Easement "G", on that certain Plat of Survey dated 29 September 2010, made by Karen K. Brill, PS, of Appalachian Surveys, PLLC, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Cabinet 25, at Slide 259, for the purpose of use as a stormwater management area.

ALSO TOGETHER WITH a permanent non-exclusive easement on and over the portions of real property designated Lots 27, 28, 29 and 30 of Block 76 on that certain Subdivision of the Charles Town Mining, Manufacturing and Improvement Company recorded in the aforesaid Clerk's Office in Deed Book X, at Page 1, and as more particularly described in Deed Book 1089, Page 399.

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