

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

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 EXTRACTIONAL 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 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 Policy Amount and the name of the Proposed Insured.

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

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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;
- (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.

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.

This page is only a part of a 2016 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



- (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.

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. A Proposed Insured may review a copy of the arbitration rules at <http://www.wvinsurance.gov>.

This page is only a part of a 2016 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: BesTitle Agency, Inc. (M)

Issuing Office's ALTA® Registry ID: 1033647

Commitment Number: WV-8949

Property Address: 2256 Landing Lane, Fairmont,
WV 26554

Issuing Office: 937 Cheat Road, Morgantown, WV 26508

Loan ID Number:

Issuing Office File Number: WV-8949

Revision Number:

SCHEDULE A

1. Commitment Date: 08/26/2020 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy (6-17-06)
Proposed Insured: **Parshva Corporate LLC**
Proposed Policy Amount: **\$3,950,000.00**
 - (b) ALTA Loan Policy (6-17-06)
Proposed Insured: **First Western SBLC, Inc.**
17950 Western Road, Suite 600, Dallas, TX
Proposed Policy Amount: **\$4,650,000.00**
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:
Fairmont Lodging, LLC
5. The Land is described as follows:
Property description set forth in Exhibit A attached hereto and made a part hereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:



Authorized Signatory
 Heather J. Gentile, Esq.
 BesTitle Agency, Inc. (M)

This page is only a part of a 2016 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI	

Commitment No.: WV-8949

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

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

Warranty Deed from Fairmont Lodging, LLC, to Parshva Corporate LLC, pertaining to the premises described in Exhibit A hereof.

Deed of Trust from Parshva Corporate LLC, to First Western SBLC, Inc., in the sum of \$4,650,000.00, pertaining to the premises described in Exhibit A hereof.
2. 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.
3. Pay the agreed amount for the estate or interest to be insured.
4. Pay the premiums, fees, and charges for the Policy to the Company.
5. 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.
6. Satisfaction and Release of Deed of Trust from Fairmont Lodging, LLC, to First Central Bank, in the amount of \$5,250,000.00, dated November 13, 2008, as recorded in Trust Deed Book 941, Page 434.

This page is only a part of a 2016 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BII	

Commitment No.: WV-8949

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. a) Taxes or assessments that 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 that 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 that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that 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 2019 and all subsequent years.
9. Leases, agreements or contracts, not filed of record.
10. Accuracy of area content is hereby not insured.

This page is only a part of a 2016 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BII	

Commitment No.: WV-8949

SCHEDULE B, PART II

Exceptions (Continued)

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. The Marion County Sheriff reports 2019 County Property Taxes as follows:

Taxes for the 1st half 2019, listed in the name of Fairmont Lodging, LLC, in the amount of \$28,810.06, are paid.
Taxes for the 2nd half 2019, in the amount of \$28,810.06, are unpaid.

Taxes for the year 2020 are a lien but not yet determined, due or payable.

Tax Ticket Number: 48732; Account Number: 46428; Tax District: 22 Pleasant Vly Union; Map Number: 49; Parcel Number: 22-49-01060000.

13. The Marion County Sheriff reports 2019 County Property Taxes as follows:

Taxes for the 1st half 2019, listed in the name of Fairmont Lodging, LLC, dba Holiday Inn Express, in the amount of \$4,778.37, are paid. Taxes for the 2nd half 2019, in the amount of \$4,778.37, are unpaid.

Taxes for the year 2020 are a lien but not yet determined, due or payable.

Tax Ticket Number: 314307; Account Number: 22003931; Tax District: 22 Pleasant Vly Union.

14. Declaration of Restrictive and Protective Covenants for Kingmont, dated March 25, 1995, recorded in Deed Book 926, Page 1, assignment of record in Assignment Book 30, Page 825.

15. Declaration for Kingmont Properties, LLC, dated April 5, 1996, recorded in Deed Book 932, Page 421, assignment of record in Assignment Book 30, Page 825.

16. Supplemental Declaration dated February 29, 1996, recorded in Deed Book 932, Page 434.

17. Storm Water Easement dated November 4, 2008, recorded in Deed Book 1042, Page 400.

18. Agreement dated January 15, 2009, recorded in Deed Book 1044, Page 743.

This page is only a part of a 2016 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BII	

Commitment No.: WV-8949

SCHEDULE B, PART II

Exceptions (Continued)

19. Right of Way Agreement granted to Monongahela Power Company, from John J. Zelnick and Julia Zelnick, dated September 1, 1966, recorded in Deed Book 702, Page 555.
20. Distribution Line Easement granted to Monongahela Power Company, from Kingmont Properties, LLC, dated August 29, 1994, recorded in Deed Book 921, Page 1083.
21. Easement granted to West Virginia Department of Transportation, from Kingmont Properties Limited Liability Company, dated November 1, 1996, recorded in Deed Book 936, Page 441.
22. Deed dated November 20, 2000, recorded in Deed Book 965, Page 545.
23. Deed of Trust from Fairmont Lodging, LLC, to First Central Bank, in the amount of \$5,250,000.00, dated November 13, 2008, as recorded in Trust Deed Book 941, Page 434.

This page is only a part of a 2016 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Exhibit A	

Commitment No.: WV-8949

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

All of the following described lot or parcel of real estate situate, lying, and being in the City of Pleasant Valley, Marion County, West Virginia lying north of a 40-foot access road, approximately 560 feet west of the intersection of the 40-foot access road and West Virginia County Route 64 and lying east of Interstate 79, and being more particularly bounded and described as follows:

Beginning at a ½-inch rebar (found) a corner in the southern controlled access right-of-way line of Interstate 79 and on the northeast corner of the subject parcel; thence S. 19° 10' 05" E., passing through a witness rebar set at 266.26 feet, being 286.26 feet in all to a point in the centerline of a 40 foot roadway easement; thence along said centerline of the 40 foot roadway easement with an arc curved to the left having a radius of 679.35 feet, a length of 254.41 feet, a delta of 21° 27' 25", and a chord of S. 60° 29' 24" W. 252.93 feet; thence S. 49° 46' 07" W. 28.75 feet to a point; thence, leaving said centerline of the 40 foot roadway easement, N. 19° 10' 05" W., passing through a witness rebar found at 21.47 feet, being 351.93 feet in all to a monument found; thence N. 63° 45' 50" E. 82.24 feet to a concrete monument found; thence N. 76° 43' 53" E. 195.07 feet to the point and place of beginning, containing 2.00 acres, more or less, as set forth on that plat of survey attached hereto prepared by Louis Romano, Professional Surveyor, License No. 1004, entitled "Plat of Survey for John D. Lynch, Robert E. Lynch, and Ann L. Botchert," dated January 23, 2008.

There is granted and conveyed as appurtenant to the 2 acres herein described and conveyed, the right of ingress, egress, and egress from County Route 64 to said 2 acres, more or less, over, across and upon that certain access roadway as the same is more particularly referenced in that certain Declaration of Restrictive and Protective Covenants for Kingmont, a regional business center (the "Declaration"), dated the 25th day of March, 1995, recorded in the aforesaid Clerk's Office in Deed Book No. 926, at Page 1, and more particularly designated upon that certain plat of survey recorded with that certain Supplemental Declaration dated the 5th day of April, 1996, recorded in said Clerk's Office in Deed Book No. 932, at Page 421, and said roadway or easement is declared to be 40 feet in width, being 20 feet on each side of the centerline as designated upon said plat.

The Grantee take and shall hold title to the 2 acres herein conveyed subject to the terms, covenants and provisions of the Declaration and the Supplemental Declaration, and this conveyance is made subject to the terms and provisions of the Declaration and the aforesaid Supplemental Declaration and that part of the aforesaid easement that is located within the metes and bounds of the said 2 acres, more or less, herein conveyed.

Further, this conveyance is made subject to the limitations of use set forth in that certain conveyance from Kingmont Properties Limited Liability Company, a West Virginia limited liability company, to Craig M. Steele dated the 29th day of February, 1996, recorded in said Clerk's Office in Deed Book No. 932, at Page 434 (the "Deed").

The Grantees are acquiring the 2 acres herein conveyed for the initial intended purpose of constructing thereon a lodging facility as the term "Lodging Facility" is defined in the Deed, and more particularly, one of the permissible Lodging Facilities, that being an "Upscale Limited Service Economy Lodging Facility."

Defined terms used herein shall have the same meanings as set forth in the Deed.

The Grantee shall have the sole and exclusive right, for a period of three (3) years from the date of the recording of this deed in the aforesaid Clerk's Office, to construct within or on the property, as delineated in the Declaration, one Upscale Limited Service Economy Lodging Facility as the term "Upscale Limited Service Economy Lodging Facility" is defined in the Declaration. If the Grantee, its successors or assigns, commence the construction of an Upscale Limited Service

Economy Lodging Facility within the aforesaid three-year period and open the same for business within 24 months of the construction commencement date, then the Grantee, its successors or assigns, shall have the sole and exclusive right to operate upon the property, as defined in the Declaration, the one and only Upscale Limited Service Economy Lodging Facility. If the Grantee, its successors or assigns, have not commenced the construction of an Upscale Limited Service Economy Lodging Facility on said two (2) acres within the aforesaid three year period, then the Grantee' exclusivity as to the right to construct and operate an Upscale Limited Service Economy Lodging Facility shall terminate, and the first party, alter such termination date to commence the construction of such a lodging facility within or on the property referenced in the Declaration, shall be the party to be vested with such exclusive right to construct and operate an Upscale Limited Service Economy Lodging Facility.

The Grantee shall be entitled to use the two-acre parcel herein conveyed for such purposes as have not been prohibited by the Declaration or such other limitations of use as have heretofore been imposed upon the property herein conveyed.

The Grantors do hereby waive the applicability of Article VI of the Declaration entitled "Repurchase Right of Developer," as to the 2 acres, more or less, herein described and conveyed.

This conveyance is made subject to all prior exceptions and reservations of the coal, gas, and other minerals together with the mining rights appurtenant thereto, within and underlying the parcel herein described and conveyed as have heretofore been made by the Grantors' predecessors in title.

LSOT: Deed Book 1042, Page 395, dated October 24, 2008, Office of the Clerk of the County Commission, Marion County, West Virginia.

WV-8949