



Issuing Agent: Jack Martin Goins  
Issuing Office: Commonwealth Land Title Company

Commitment Number: CW-JMG27

SCHEDULE A

Amount: \$3,579.00 + \$100 (8.2) + \$50 (CPL) + \$186.45 (tax) = \$3,915.45

1. Commitment Date: January 17, 2022 at 8:30 a.m.
2. Policy (or Policies) to be issued:
  - (a) 2006 ALTA OWNER'S POLICY  
PROPOSED INSURED:  
PROPOSED POLICY AMOUNT: \$
  - (b) 2006 ALTA LOAN POLICY  
PROPOSED INSURED:  
STOCK YARDS BANK & TRUST, 1040 E. Main St., Louisville, KY 40206  
PROPOSED POLICY AMOUNT: \$1,440,000.00
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
MCB ENTERPRISES, LLC, a Ky. limited liability company
5. The land is described as follows:

**PARCEL ONE: 1040-1044 EASTLAND DR.**

**Parcel #15030750**

**BEING** all of Lot 10, Block B, Unit 1, of the Picklesimer Subdivision, to the City of Lexington, Fayette County, Kentucky, as shown by Minor Consolidation Plat of record in Plat Cabinet K, Slide 189, and also as shown on prior plat of record in Plat Cabinet C, Slide 280, Fayette County Clerk's Office; and being known and designated as 1040 Eastland Drive.

**BEING** all of Lot 11 (a/k/a Parcel 5) and Parcel 4, **consolidated**, Block B, Unit 1, of the Picklesimer Subdivision, to the City of Lexington, Fayette County, Kentucky, as shown by Minor Consolidation Plat of record in Plat Cabinet K, Slide 189, Fayette County Clerk's Office; and being known and designated as 1042 Eastland Drive.

**BEING** all of Lot 12 (a/k/a Parcel 8) and Parcel 7, **consolidated**, Block B, Unit 1, of the Picklesimer Subdivision, to the City of Lexington, Fayette County, Kentucky, as shown by Minor Consolidation Plat

of record in Plat Cabinet K, Slide 189, Fayette County Clerk's Office; and being known and designated as 1044 Eastland Drive.

**PARCEL TWO: 1048 EASTLAND DR.**

**Parcel #15029380**

**BEING** all of Lot 13 (a/k/a Parcel 11) and Parcel 10, **consolidated**, Block B, Unit 1, of the Picklesimer Subdivision, to the City of Lexington, Fayette County, Kentucky, as shown by Minor Consolidation Plat of record in Plat Cabinet K, Slide 189, Fayette County Clerk's Office; and being known and designated as 1048 Eastland Drive.

**PARCEL THREE: 1050 EASTLAND DR.**

**Parcel #15029375**

**BEING** all of Lot 14, Block B, Unit 1, of the Picklesimer Subdivision, to the City of Lexington, Fayette County, Kentucky, as shown by Minor Consolidation Plat of record in Plat Cabinet K, Slide 189, and also as shown on prior plat of record in Plat Cabinet A, Slide 195, Fayette County Clerk's Office; and being known and designated as 1050 Eastland Drive.

**AND BEING** the same property conveyed to MCB Enterprises, LLC, a Ky. limited liability company, by Deeds dated April 6, 2001, and of record in Deed Book 2196, Page 711 and Deed Book 2196, Page 716, Fayette County Clerk's Office.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by. **COMMONWEALTH LAND TITLE 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.*

72C165B

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**SCHEDULE B, PART I  
Requirements**

**Commitment No.: CW-JMG27**

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.

(a) Deed from: MCB ENTERPRISES, LLC, a Ky. limited liability company

To: EASTLAND DRIVE INDUSTRIAL, LLC, a Ky. limited liability company

conveying the premises described in Schedule A hereof in fee simple, free and unencumbered.

(b) Mortgage from: EASTLAND DRIVE INDUSTRIAL, LLC, a Ky. limited liability company

To: STOCK YARDS BANK & TRUST, 1040 E. Main St., Louisville, KY 40206

conveying the premises described in Schedule A hereof to secure the payment of a note in the sum of \$1,440,000.00.

5. Pay all taxes, charges and assessments levied against subject premises, which are due and payable.
6. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material
7. **1040-1044 Eastland Dr.:** The 2021 Lexington-Fayette County property taxes, Bill #66418, were paid October 20, 2021 in the discount amount of \$6,693.98 (face amount was \$6,830.59). **1048 Eastland Dr.:** The 2021 Lexington-Fayette County property taxes, Bill #66417, were paid October 20, 2021 in the discount amount of \$2,162.73 (face amount was \$2,206.87). **1050 Eastland Dr.:** The 2021 Lexington-Fayette County property taxes, Bill #66416, were paid October 20, 2021 in the discount amount of \$1,870.87 (face amount was \$1,909.05).

**SEE NEXT PAGE FOR A COMPLETE LISTING OF MORTGAGES**

8. Pay and release a Mortgage dated December 29, 2021 from MCB Enterprises, LLC to Traditional Bank, Inc., Lexington, in the principal amount of \$1,250,000.00, and of record in Mortgage Book 10338, Page 81, Fayette County Clerk's Office, with an Assignment of Rents of record in Deed Book 3910, Page 1.
9. Pay and release a Mortgage dated December 29, 2021 from MCB Enterprises, LLC to Traditional Bank, Inc., Lexington, in the principal amount of \$1,542,000.00, and of record in Mortgage Book 10338, Page 101, Fayette County Clerk's Office.
10. Pay and release a Mortgage dated December 29, 2021 from MCB Enterprises, LLC to Traditional Bank, Inc., Lexington, in the principal amount of \$925,500.00, and of record in Mortgage Book 10338, Page 121, Fayette County Clerk's Office.

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**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. Lien of current State, County and School taxes, not yet due and payable.
3. Rights of tenants in possession, as tenants only, under unrecorded leases.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, or easements or claims of easements not shown by the public records that would be disclosed by an accurate and complete land survey of the Land.
5. All coal, oil, gas and other mineral rights heretofore conveyed, excepted, reserved or leased, together with all incidental rights thereto.
6. Easements, conditions, and rights of way of record in Plat Cabinet C, Slide 280; Plat Cabinet A, Slide 195; and Plat Cabinet K, Slide 189.
7. Restrictions of record for Unit 1, of the Picklesimer Subdivision.
8. Easement and Maintenance Agreement dated January 21, 1997 over a portion of 1040 Eastland Drive in favor of Stephanie Estes, for a perpetual non-exclusive easement for pedestrian and motor vehicular ingress and egress to and from Fairview Trailer Park to Eastland Drive, with maintenance agreement as to repair costs for the easement area, including snow removal, of record in Deed Book 1892, Page 509.
9. Declaration of Restrictions dated June 23, 2005 of record in Deed Book 2561, Page 657, said restrictions being imposed due to the release of an unknown quantity of process wastewater containing cyanide, zinc, cadmium and Trichloroethene in 1984 on the portion of the property of 1050 Eastland Drive located under the existing building foundation.
10. Declaration of Restrictions dated February 27, 2006 of record in Deed Book 2627, Page 78, said restrictions being imposed due to the release of an unknown quantity of process wastewater containing cyanide, zinc, cadmium and Trichloroethene in 1984 on the portion of the property of 1050 Eastland Drive located under the existing building foundation.
11. Easement Agreements, to establish an easement benefitting the seller's property that is adjacent to the property (the seller's remaining property) to the extent reasonably necessary to allow seller to maintain, repair and replace driveway/road that is currently located on the property that benefits the seller's remaining property, same **TO BE EXECUTED AND RECORDED AT CLOSING**.
12. This Commitment/Policy does not insure the exact address or location of the property. Any addresses listed in Schedule A are for referential purposes only.

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