



COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

WFG National Title Insurance Company, a South Carolina corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate ninety (90) days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

In Witness Whereof, WFG NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

WFG NATIONAL TITLE INSURANCE COMPANY

By: _____
President

ATTEST: _____
Secretary





**SCHEDULE A
ALTA COMMITMENT**

Effective Date: September 5, 2017

File No: **17058988-RCMAIN**

1. Policy or Policies to be issued:

(a) A.L.T.A. Owner's Policy (ALTA form 6/17/06) Amount of Policy:

Proposed Insured: **TO BE DETERMINED**


2. The estate or interest in the land described or referred to in this Commitment and covered herein is an estate or interest designated as follows: **Fee Simple**

3. Title to the estate or interest in the land described or referred to in this Commitment and covered herein (and designated as indicated in No. 2 above) is, at the effective date hereof, vested in:

CML-NV Speedway, LLC

4. The land referred to in this Commitment is in the State of NV, County of Clark and described as follows:

SEE ATTACHED EXHIBIT "A"

By: 

**SCHEDULE B-I
ALTA COMMITMENT**

Requirements

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

- a. INSTRUMENTS IN INSURABLE FORM WHICH MUST BE EXECUTED, DELIVERED AND DULY FILED FOR RECORD
- b. PROPERLY EXECUTED SPECIAL WARRANTY DEED FROM

CML-NV Speedway, LLC

TO
TO BE DETERMINED
- c. IF PROCEEDS ARE BEING USED TO PAYOFF A SECURED REVOLVING OR CREDIT LINE ACCOUNT, ONE OF THE FOLLOWING REQUIREMENTS MUST BE MET: A) RELEASE OR SATISFACTION (COPY TO BCHH, INC.) OR B) PAYOFF LETTER FROM EXISTING LENDER VERIFYING BALANCE ALONG WITH YOUR DISCLOSURE AND EXECUTED NOTICE FROM THE BORROWERS TO THE LENDER STATING THAT THEY ARE TERMINATING THEIR RIGHTS TO ACCEPT ANY FUTURE ADVANCES.
- d. PAY ALL TAXES AND/OR ASSESSMENTS, LEVIED AND ASSESSED AGAINST THE LAND, WHICH ARE DUE AND PAYABLE.
- e. VERIFICATION THAT ALL WATER AND SEWAGE CHARGES, IF ANY, ARE PAID CURRENT.
- f. IF ANY PARTY IN TITLE IS DECEASED, PLEASE FORWARD CERTIFIED COPY OF DEATH CERTIFICATE TO BCHH, INC.
- g. IF A POWER OF ATTORNEY IS TO BE USED IN THIS TRANSACTION, THE POWER OF ATTORNEY MUST BE SUBMITTED TO AND APPROVED BY BCHH, INC. AT LEAST THREE DAYS PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.
- h. PAY AND/OR DISBURSE THE AGREED AMOUNTS FOR THE INTEREST IN THE LAND TO BE INSURED AND/OR ACCORDING TO THE MORTGAGE TO BE INSURED.
- i. PAY US THE PREMIUMS, FEES AND CHARGES FOR THE POLICY.

**SCHEDULE B-II
ALTA COMMITMENT**

Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5. Minerals of what soeverkind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel, in, on, under and that may be produced from the land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the public records or listed in Schedule B. The company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
6. Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
7. Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
8. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.

**Tax Certificate to follow under separate cover. For informational purposes only:
Parcel Nos. 123-22-801-020, 123-22-801-021 & 123-22-701-009**

9. Mortgages of Record:

N/A

10. Judgments of Record:

N/A



11. Additional Information/Exceptions To Coverage:

As to Parcel No. 123-22-701-009:

Subject to Ingress and Egress Easement recorded as Instrument No. 20000901.00754.

Subject to Right of Entry to Nevada Power Company as set forth in Instrument No. 20021010.00015.

Subject to Grant of Easement in Gross as set forth in Instrument No. 20070720-0002438.

Subject to Plat as set forth in File 96 of Parcel Maps, Page 11.

As to Parcel No. 123-22-801-021:

Subject to Utility Easement as set forth in Instrument No. 20071017-0001728.

Subject to Utility Easement as set forth in Instrument No. 20071017-0001729.

Subject to Grant of Easement to Nevada Power Company as set forth in Instrument No. 20080208-0002958.

Subject to Plat as set forth in File 106 of Parcel Maps, Page 90.

Subject to Certificate of Amendment as set forth in Instrument No. 20060615-0002570.

As to Parcel No. 123-22-801-020:

Subject to Plat as set forth in File 106 of Parcel Maps, Page 90.

Subject to Certificate of Amendment as set forth in Instrument No. 20060615-0002570.

As to Parcel Nos. 123-22-701-009, 123-22-801-020 and 123-22-801-021:

Subject to North Beltway Commercial Area as set forth in Instrument No. 20170424-0000933.

Subject to SID No. 65 Final Assessment Roll as set forth in Instrument No. 20170613-0003013.

This commitment is issued by BCHH, Inc. 1000 Cliffmine Rd., Ste. 390, Pittsburgh, PA 15275 on behalf of the underwriter, WFG National Title Insurance Company.

SCHEDULE A

LEGAL DESCRIPTION

The following described real property situate in the County of Clark, State of Nevada:

PARCEL ONE:

That portion of the North Half (N 1/2) of the Southeast quarter (SE 1/4) of Section 22, Township 19 South, Range 62 East, M.D.M., more particularly described as follows:

Parcel two (2) as shown by map thereof in File 96 of Parcel Maps, Page 11, in the Office of the County Recorder of Clark County, Nevada.

PARCEL TWO:

That portion of the Southeast Quarter (SE 1/4) of Section 22, Township 19 South, Range 62 East, M.D.M., described as follows:

Parcel Two (2) as shown by map thereof in File 106 of Parcel Maps, Page 90, in the Office of the County Recorder of Clark County, Nevada, and amended by certain Certificate of Amendment recorded June 15, 2006 in Book as Document No. 02570 of Official Records of Clark County, Nevada.

PARCEL THREE:

That portion of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section 22, Township 19 South, Range 62 East, M.D.M., more particularly described as follows:

Parcel One (1) as shown by map thereof on file in File 106 of Parcel Maps, Page 90, in the Office of the County Recorder of Clark County, Nevada and as amended by that certain Certificate of Amendment recorded June 15, 2006 in Book 20060615 as Document No. 02570 of Official Records of Clark County, Nevada.

Deed type: Trustee's Deed Upon Sale between Nevada Title Company and CML-NV Speedway, LLC dated 8/11/2011, recorded 8/30/2011 in Instrument No. 201108300003653.

Consideration: \$573,005.00

NOTE: Parcel ID: 123-22-701-009; 123-22-801-020 and 123-22-801-021

Deed type: Trustee's Deed of Reconveyance between Laura B. Fitzpatrick, as County Treasurer and Speedway Hospitality Dev II, LLC dated 8/11/2011, recorded 9/21/2011 in Instrument No. 201109210001674.

Consideration: \$N/A

NOTE: Parcel ID: 123-22-701-009

Deed type: Trustee's Deed of Reconveyance between Laura B. Fitzpatrick, as County Treasurer and Speedway Hospitality Dev II, LLC dated 8/11/2011, recorded 9/21/2011 in Instrument No. 201109210001676.

Consideration: \$N/A



NOTE: Parcel ID:123-22-801-021

Deed type: Trustee's Deed of Reconveyance between Laura B. Fitzpatrick, as County Treasurer and Speedway Hospitality Dev II, LLC dated 8/11/2011, recorded 9/21/2011 in Instrument No. 201109210001675.

Consideration: \$N/A

NOTE: Parcel ID:123-22-801-020

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*