



ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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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, Old Republic 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 Amount of Insurance 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.

Tom Blankenship Attorney at Law

Authorized Officer or Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By

President

Attest

Secretary

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COMMITMENT CONDITIONS

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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.
- 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; 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 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.

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- 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.
 - 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.

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

Issuing Agent: **Tom Blankenship Attorney at Law**

Issuing Office: **909 Main Street, PO Box 571, Benton KY 42025**

Issuing Office's ALTA® Registry ID: **1037373**

Loan ID Number:

Commitment Number: **2025-64**

Issuing Office File Number: **2025-64**

Property Address: **720 Bayview Drive, Grand Rivers, KY 42045**

Revision Number:

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SCHEDULE A

COMMITMENT

1. Commitment Date: **April 22, 2025 at 12:00 AM**
2. Policy to be issued:
 - a. ALTA Owner's Policy (7-1-21)
Proposed Insured:
Proposed Amount of Insurance:
The estate or interest to be insured: **Fee Simple**
 - b. ALTA Loan Policy (7-1-21)
Proposed Insured:

Proposed Amount of Insurance:
The estate or interest to be insured: **Fee Simple**
 - c. N/A
Proposed Insured:
Proposed Amount of Insurance:
The estate or interest to be insured:
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: **Being the same property conveyed to Mickey Dean Owen, Jr., and his wife, Jean Owen, by deed dated September 30, 2020 of record in Deed Book 264, Page 703 and further conveyed to Mickey Dean Owen, Jr., a single person, by quitclaim deed dated December 11, 2024 of record in Deed Book 278, Page 717, Livingston County Court Clerk's Office.**
5. The Land is described as follows:
See Exhibit "A" attached hereto and made a part hereof.

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SCHEDULE B I

COMMITMENT

REQUIREMENTS

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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.

Release of the insured property from the Mortgage dated September 30, 2020 and recorded in Book 327, Page 1 in the official records of Livingston County Clerk, to be paid with proceeds and released in the original principal amount of \$1,250,000.00 from Mickey Dean Owen, Jr., and Jean Owen to First Kentucky Bank.

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SCHEDULE B II

COMMITMENT

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EXCEPTIONS FROM COVERAGE

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. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
3. Any lien or right to a lien, for services, labor or material therefore or hereafter furnished, imposed by law and not shown in the public records.
4. Rights of parties in actual possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
5. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
6. 2025 Real Estate Taxes, not yet due and payable.
7. There is contained of record covenants, conditions, easements and restrictions for Marina Village Subdivision as set forth in the Declaration of Protective Covenants and Restrictions dated December 22, 1995 of record in Deed Book 184, page 336, and as revised in Deed Book 217, page 424, as revised to Amendment to Declaration dated April 25, 2005 of record in Deed Book 218, page 214; as revised by the Third Amendment to Declaration dated October 6, 2006 of record in Deed Book 234, page 439; as revised by the Fourth Amendment to Declaration dated June 15, 2007 of record in Deed Book 227, page 173 and as revised by the Fifth Amendment to Declaration dated March 30, 2009 of record in Deed Book 232, page 260, Livingston County Court Clerk's Office.
8. This property is subject to the matters contained on the plat for Marina Village Subdivision of record in Plat Book H, page 113, (n/k/a Plat Cabinet A, Slide 39; and Plat Cabinet A, Slide 68), both of record in the Livingston County Court Clerk's Office.
9. This property is subject to the reservations of a 3/4 interest of the oil, gas and other minerals underlying the land, together with right of entry thereon, as contained of record in Deed dated May 9, 1985 of record in Deed Book 150, page 601, Livingston County Court Clerk's Office.
10. There is contained of record in Deed Book 78, page 197, Livingston County Court Clerk's Office, a deed from USA/TVA dated December 28, 1950, which contains certain reservations, easements and restrictions, all of which apply to the subject property.
11. There is contained of record an easement to the USA dated October 8, 1943 of record in Deed Book 65, page 397, and an easement dated September 7, 1949 of record in Deed Book 76, page 5, both of record in the Livingston County Court Clerk's Office. This property is subject to said easements.

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12. There is contained of record an easement to the USA dated September 7, 1949 of record in Deed Book 76, page 3, Livingston County Court Clerk's Office. This property is subject to said easement.
13. There is contained of record an easement to the USA dated October 8, 1943 of record in Deed Book 65, page 397, an easement dated October 17, 1949 of record in Deed Book 76, page 77, and an easement dated October 9, 1943 of record in Deed Book 65, page 401, all of record in the Livingston County Court Clerk's Office. This property is subject to said easements.
14. There is contained of record a transmission line easement to USA dated April 27, 1962 of record in Deed Book 92, page 136, Livingston County Court Clerk's Office. This property is subject to said easement.
15. There is contained of record in Deed Book 184, page 597, Livingston County Court Clerk's Office, a right of way easement to Western Kentucky Gas Company dated January 15, 1996. This property is subject to said easement.
16. There is contained of record a transmission line easement in Deed Book 103, page 575, Livingston County Court Clerk's Office. This property is subject to said easement.
17. There is contained of record a mineral reservation clause which reserved to the United States of America All uranium, thorium, and all other materials determined pursuant to Section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be particularly essential to the production of fissionable material. . . A as contained in Deed Book 78, page 197, Livingston County Court Clerk's Office.
18. There is contained of record at Slide A-39; Slide A-68, Livingston County Court Clerk's Office, plats of the subject property which contain certain restrictions, reservations, easements, set back lines, covenants and conditions, all of which apply to the subject property.
19. There is contained of record in Deed Book 184, page 136, Livingston County Court Clerk's Office, a deed dated December 22, 1995 which contains certain restrictions, reservations, easements, set back lines, covenants and conditions, all of which apply to the subject property.

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EXHIBIT A

Being Lot 42 of Marina Village Subdivision, as depicted by plat of record in Plat Book H, page 113) now known as Plat Cabinet "A", Slide 39), Livingston County Court Clerk's Office. For a more detailed description of said lot, see plat of record in Plat Cabinet "A", Slide 69, aforesaid clerk's office.

Subject to Declaration of Protective Covenants and Restrictions as noted on the above referenced plats and in Deed Book 185, page 64, and amended in Deed Book 217, Page 424, Deed Book 218, page 214, Deed Book 224, page 439; Deed Book 227, page 173; Deed Book 232, page 260; Deed Book 262, page 235, and Misc. Book 9, page 85, all in the Livingston County Court Clerk's Office.

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ORT Form 4757 EX-A

Exhibit A – ALTA Commitment 2021 v. 01.00

07/01/2021