



**WESTCOR**  
LAND TITLE INSURANCE COMPANY

ALTA Commitment For Title Insurance  
(Adopted 08-01-2016; Technical Corrections 04-02-18)

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
WESTCOR LAND 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, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina 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 (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Lincoln Trail Title Services, Inc.

*M. W. Wadsworth*  
\_\_\_\_\_  
106 East Poplar Street, Elizabethtown, KY 42701  
(270) 765-5566

**WESTCOR LAND TITLE INSURANCE COMPANY**



By: *Mary O'Pannell*  
\_\_\_\_\_  
President  
Attest: *[Signature]*  
\_\_\_\_\_  
Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 signed by the Company or its issuing agent that may be in electronic form.*



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## 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; and
- (f) Schedule B, Part II—Exceptions; and
- (g) signed 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.

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**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.
- (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.
- (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. INTENTIONALLY OMITTED**

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**WESTCOR LAND TITLE INSURANCE COMPANY**  
**ALTA COMMITMENT FOR TITLE INSURANCE**  
**(Adopted 08-01-2016; Technical Corrections 04-02-18)**

**Transaction Identification Data for reference only:**

Issuing Agent: Melissa Gaddie  
Issuing Office: Lincoln Trail Title Services, Inc.  
Issuing Offices ALTA Registry ID: 0049466  
Loan ID Number:  
Commitment Number: BUCKMANTRACT2  
Issuing Office File Number: BUCKMANTRACT2  
Property Address: 895 Woodlawn Road, Bardstown, Kentucky 40004  
Revision Number:

**SCHEDULE A**

1. Commitment Date: April 23, 2020 at 08:00 AM
2. Policy to be issued:
  - a.  ALTA Own. Policy (06/17/06)  
Proposed Insured: TO BE DETERMINED  
Proposed Policy Amount:
  - b.  ALTA Loan Policy (06/17/06)  
Proposed Insured:  
Proposed Policy Amount:
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:  
JTD Holdings, LLC, a Kentucky limited liability company
5. The Land is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

Issued By:

Lincoln Trail Title Services, Inc.

By: Melissa Gaddie

106 East Poplar Street, Elizabethtown, KY  
42701 (270) 765-5566

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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.
5. Payment of taxes, charges, and assessments levied and assessed against subject premises, which are due and payable.
6. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
7. Receipt of proof of corporate status, or limited liability company status, or partnership status, and all agreement(s), and necessary consents, authorizations, resolutions, notices and/or corporate/company/partnership actions that have been conducted, given or properly waived relating to the transaction to be insured, including entity resolution(s) authorizing and designating appropriate officers/members/or partners to execute any and all necessary documents.
8. Survey satisfactory to the Company to be provided, if survey exceptions are to be deleted.
9. If a Zoning Endorsement is requested, the following is required: A letter from the City and/or County Planning and Zoning Department and/or an ALTA/ACSM survey setting forth Items 2(b)(i-v) from the endorsement and surveyor's certification that there are no violations.
10. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.
11. Special Warranty Deed from JTD Holdings, LLC, a Kentucky limited liability company, conveying subject property only to TO BE DETERMINED in fee simple, free and unencumbered.
12. [REDACTED]
13. Assignment of Rents in favor of Town and Country Bank and Trust Company, dated December 3, 2010, of record in Deed Book 918, page 308, in the Office aforesaid.

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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. 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. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variation or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
2. Taxes and assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the county in which the land is situated, including, but not limited to, reassessment and recapture by way of CAUV, Homestead or similar programs, or retroactive increases in the valuation of the land by the State, County, Municipality, Township or other taxing authority. No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption status for insured premises.
3. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based upon race, color, religion, sex handicap, familial status, national origin or other categories that may from time-to-time be deemed to be protected classes, are hereby omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607 or (c) related to handicap, but does not discriminate against handicapped people.
4. Any inaccuracy in the specific quantity of acreage and/or dimension contained on any survey, if any, or contained within the legal description of the premises insured herein.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.

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## SCHEDULE B - PART II

(Continued)

7. Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
8. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
9. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
10. State, County, School and City of Bardstown Taxes constitute a lien against subject property, but are not now due and payable.
11. Master Deed and Declaration of record in Deed Book 417, page 374, in the Office aforesaid.
12. Any and all matters set forth on Plat Book 8, Pages 129 and 130, both in the Office aforesaid.
13. Any and all matters set forth on Plat Cabinet 6, Slide 54, in the Office aforesaid.
14. Sewer Easement to City of Bardstown of record in Deed Book 242, page 566, in the Office aforesaid.
15. Utility Agreement to Kentucky Utilities Company of record in Deed Book 314, page 496, in the Office aforesaid.
16. Water and Sewer Service Agreement and Consent to Annexations of record in Deed Book 327, page 82, and Book 9, page 792, both in the Office aforesaid.
17. Land Use Restrictions of record in Book 10, page 9, in the Office aforesaid.

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**EXHIBIT A**  
**Legal Description**

A certain tract of real estate located on the South side of Ky. 605, approximately .4 miles East of the Spencer Mattingly Road Ky. 605 intersection, and being 0.5 mile north of Ky 245, in Nelson County, Kentucky, and more particularly described as follows:

Being Tract 2 (5.58 acres) as shown on the Minor Subdivision Plat for C. Barr Schuler & JoAn Brown Schuler, of record in Plat Cabinet 6, Slot 54, in the Clerk's Office of the Nelson County Court. Also being the property shown on the plat and plans for Rowan Creek Condominiums recorded in Plat Cabinet 9, Slot 130 all of the above documents being recorded in the Nelson County Court Clerk's Office.

THERE IS EXCEPTED AND NOT CONVEYED HEREIN the following described real estate:

Condominium Units 1, 2 and 3 of Rowan Creek Condominiums more particularly described in the Master Deed and Declaration Condominium Property Regime for Rowan Creek Condominiums dated January 5, 2005, and recorded in Deed Book 417, Page 374 and as shown on the plat and plans for Rowan Creek Condominiums recorded in Plat Cabinet 9, Slot 129, and Plat Cabinet 9, Slot 130 all of the above documents being recorded in the Nelson County Court Clerk's Office together with such unit's undivided percentage interest in the common elements of Rowan Creek Condominiums and all other rights and interest appurtenant to said unit as described in the Master Deed.

Being a part of the property to which JTD Holdings, LLC, acquired title by deed from Joseph B. Buckman and his wife, Jennifer L. Buckman, dated February 24, 2004, and recorded in Deed Book 407, Page 192 in the Nelson County Court Clerk's Office.