



CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Office: Chicago Title Insurance Company

Commitment Number: C1905678LKY

Customer Reference Number: VA1900510

Property Address: 925 Stanford Way, 2046 Curry Way & No # Curry Way, Lancaster, KY

File No. VA1900510
Coordinated & Administered by:
Valene Ayers
Chicago, Commonwealth & Fidelity
National Commercial Services
2701 Emerywood Parkway, Suite 200
Richmond, VA 23294
800-552-2442 / 804-643-5404 / 804-521-5756
www.richmondncs.fnlc.com

SCHEDULE A

1. **Commitment Date:** August 19, 2019, at 8:00 AM
2. **Policy to be issued:**

2006 ALTA® Owner's Policy

Proposed Insured: CAROLINA SOLAR ENERGY III, LLC, a North Carolina limited liability company
Proposed Policy Amount: \$4,065,120.00
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:**

CURRY FARMS FLP, LTD., a Kentucky Limited Partnership
5. **The Land is described as follows:**

SEE ATTACHED EXHIBIT A

CHICAGO TITLE INSURANCE COMPANY

By Sara W Payne
Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by CHICAGO 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; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.

72C165B

ALTA Commitment for Title Insurance 8-1-16

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Exhibit "A"

The following described property situated in Garrard County, Kentucky, to-wit:

Property A

Located on KY 39 By-Pass in the County of Garrard, State of Kentucky and bounded as follows:

Unless stated otherwise, any monument referred to herein as an iron pin set is 5/8" x 24" rebar with 2" Aluminum Cap Stamped L. W. Estes LPLS 1880.

Beginning at an iron pin (set) located in the south west right of way of KY 39 By-Pass and being a corner to the Garrard County Fire Department; Thence, S 67° 32' 00" W, along the line of the Garrard County Fire Department, a distance of 171.10 feet to a fence corner post (witness pin set S 82° 24' 05" E, a distance of .45 feet) located in the line of Curry; Thence, N 34° 12' 00" W, along the line of Curry (DB 182-235), a distance of 61.28 feet to an iron pin (set), a new corner to Moss; Thence N 67° 32' 00" E, along a new line with Moss, a distance of 172.91 feet to an iron pin (set), located in the south west right of way of KY 39 By-Pass; Thence, S 32° 32' 00" E, along the south west right of way of KY 39 By-Pass, a distance of 60.94 feet to point of beginning. Containing 0.237 acres more or less. The above is portion of DB 152-502. All bearings are referred to bearings of record along the KY 39 By-Pass as shown in DB 152-502.

Property B

Parcel I:

Tract I: Located and being in Garrard County, Kentucky, on Gilberts Creek and on the Crab Orchard and Lancaster Pike and bounded as follows:

Beginning at a large Oak Tree standing on the east edge of passway and corner to B. F. Hudson; Thence with Hudson S 43 W 34.73 chains to a point in line to Brown formerly Dalton and corner to said Hudson. Thence with first named S 30.15 E 13.42 chains S 29.3 E 10.77 chains to a point in line to said Brown and a new corner to Dishon Brothers; Thence new line to said Dishon Brothers N 43 E 42.3 chains to a stone in a wire fence, with said wire fence N 6.3 W 8.8 chains to another stone; Thence N 70 E crossing branch 9.56 chains to the end post of a wire fence; Thence with said fence N 87.3 E 15.58 chains to the middle of the Lancaster and Crab Orchard Pike, corner to said Dishon Brothers; Thence with the middle and meanders of said turnpike N 42.45 W 19.6 chains to a point 8 feet west of middle, N 1.45 W 15.50 chains, N 6.45 W 7 chains, N 9.45 E 4.45 chains to a point in middle of pike and corner to McCarley; Thence leaving pike and with McCarley, N 70.45 W 3.50 chains to a point near a hedge fence, S 24.15 W 10.12 chains to a point at S. W. corner of abutment at a small bridge; Thence up and with meanders of a drain N 61.15 W 12 chains, N 50.45 W 9.50 chains N 39.15 W 1.50 chains to a black walnut on a drain and corner to Nannie B. Anderson and B. F. Hudson; Thence with last named S 57.15 W 18.67 chains to the end post of a wire fence in line to Hudson's original tract and corner to the part sold to B. F. and Shirley Hudson; Thence with line of said part and with wire fence S 22 E 6.46 chains to a point 4 feet west of the west edge of a black ash snag, S 26.3 E 6.205 chains, S 34.45 E 17.48 chains to a point at east edge of before mentioned passway; Thence along and with east edge of said passway, S 27.15 W 6.295 chains to the beginning, containing 242.12 acres, more or less.

This conveyance is made subject to the 20 foot passway reserved for the portion of the John S. Gill land sold to W. B. Pettus by the Master Commissioner of the Garrard Circuit Court for said reservation see the Master Commissioners report of sale of the John S. Gill land to B. F. Hudson and T. B. Walker of record in the Garrard Circuit Clerk's Office. Said passway runs from a point in said Feints line (afterwards J. H. Dalton, now James Brown) and along and parallel with the line of the 203 acre tract and the 362 acre tract sold at said sale by said Commissioner, but the passway lies on the 362 acre tract as follows: Beginning at point 10 feet N. W. of the corner between the two tracts first mentioned in the line to the tract sold to Pettus; thence running parallel to the line between the 362 acre and the 203 acre tract N 43.3 E 34.60 chains to a point 10 feet from a large oak tree, so that the oak stands in the line with the edge of the

passway; Thence from said last named point N 27 E 12.50 chains to the right hand gate post at the end of a lane and road; Thence with the middle of said road running by the dwelling house and scales as it is now located out to the Crab Orchard Pike near the old Lusk place. A part of said passway is on the above described land and a part is on the portion of the Alex Walker land sold to B. F. and Shirley Hudson by James I. Hamilton. This conveyance is made subject to the right of B. F. Hudson and Shirley Hudson, their heirs and assigns for the use and benefit of the 121.49 acres of land conveyed to them, to the use of said passway from said 121.49 acres of land out to the Crab Orchard Pike where said passway runs over the land herein conveyed.

Tract II: Located in Garrard County, Kentucky, on the waters of Gilberts Creek, bounded as follows:

Beginning at a large black oak standing on the east edge of a passway, corner to other land of James H. Dalton; thence with his line, with the wire fence, along east edge of said passway S 43 W 34.75 chains to a point in line to J. M. Craig; thence with Craig's line N 29 1/2 W 13.87 chains to a point in Craig's line at intersection of wire fence, a new corner between Dalton and Hudson; thence a new line with a wire fence N 28 1/2 E 24.23 chains to the south gate post; thence N 54 E 16.54 chains to a post at intersection of Dalton line; thence with his line S 34 1/2 E 15.10 chains to a point in wire fence at edge of before mentioned passway; thence along and with east edge of passway S 28 W 6.11 chains to the beginning, containing 66.71 acres, more or less.

This tract is subject to the 20 foot passway reserved in deed from B. F. Hudson and Shirley Hudson, Recorded in Deed Book 39, Page 262, (erroneously referred to as Deed Book 30, Page 262), Garrard County Clerk's Office, and said passway is fully described and set forth in said deed to which reference is made for more specific description of said passway.

There is excepted from Tract I, the following: Located in Garrard County, Kentucky, on the waters of Gilbert's Creek and beginning at a stake on southwest side of Crab Orchard and Lancaster Pike Near a culvert and about 4 feet east of end post of a fence between Dalton and P.P. Dishon; thence with Dishon line with the wire fence N 89 W 5.50 chains to post at Dishon's cross fence, a new division corner; thence a new division line N 29-3/4 W 7.43 chains to a stake, 27 links northwest of a R.E.A. pole; thence N 33 1/2 E 2.57 chains to a stake about 4 feet outside of fence on Southside of pike; thence along the south side of pike and about 4 feet outside of fence S 43 E 11.41 chains to the beginning, containing 3 1/4 acres, and being the same land conveyed to the first party herein, J. W. Cormney, by deed dated May 24, 1940, from J. H. Dalton and wife, Belle Dalton, and recorded in Deed Book 56, page 33, Garrard County Clerk's Office.

There is also excepted from Tract I and retained by first party herein the following: Being Tract 'A' and located on KY 39, in the County of Garrard, State of Kentucky and bounded as follows: Beginning at an iron pin (set) located in the West right of way of KY 39 (Crab Orchard Road) and being a corner to other property of Cormney; Thence, along other property of Cormney (DB 56-33) for the following calls, S 31° 55' 58" W, a distance of 167.43 feet to an iron pin (set); S 29° 45' 00" E, a distance of 482.31 feet to an iron pin (set), a corner to DeShon; thence, along the line of DeShon (DB 90-398) for the following calls, S 87° 27' 18" W, a distance of 626.29 feet to an iron pin (set); S 73° 50' 02" W, a distance of 4.46 feet to an iron pin (set), a new corner to Cormney; thence, along a new line with Cormney (DB 166-770) for the following calls, N 0° 43' 46" W, a distance of 226.13 feet to an iron pin (set); N 7° 45' 39" E, a distance of 476.78 feet to an iron pin (set); N 48° 13' 01" E, a distance of 237.23 feet to an iron pin (set), located in the West right of way of KY 39 (Crab Orchard Road); thence, S 42° 04' 33" E, along the West right of way of KY 39 (Crab Orchard Road), a distance of 359.32 feet to point of beginning and containing 7.869 acres. All bearings are referred to bearing of record along the line of Cormney as shown in DB 56-33 (S 29° 45' 00" E). The above is a portion of Deed Book 166, page 770.

Parcel II:

Tract I: Located in Garrard County, Kentucky, and described as follows: Beginning in the center of the railroad on the north east side of a culvert thence S 50 1/2 E 1.16 chains to the south side of abutment of Water Gate N 69 1/2 E 67/100 of a chain to a post N 42 1/2 E 9.52 chains to a post N 58 1/2 E 6.94 chains

to a stone N 80 E 3.56 chains to the center of the branch; thence up the branch in the middle thereof S 45 E 3.50 chains N 77 E 8.50 chains N 89 1/2 E 6 chains N 58 3/4 E 12.07 chains to a stone in Dalton Line on the West side of the branch thence Dalton line N 30 W 7.75 chains to the abutment of North side of the branch thence S 79 1/2 W 2.34 chains to center of Railroad thence with center of same line run on West side S 14 W 5.15 chains S 1 1/2 W 4.91 chains S 11 3/4 E 11.52 chains S 5 1/2 E 3.75 chains S 5 W 4.19 chains S 16 W 4.67 chains S 28 1/2 E 4.60 chains S 34 W 2.28 chains S 37 1/2 W 9.73 chains S 40 3/4 W 12.28 chains to the beginning containing 82 acres and 18 poles, however there is deducted from this tract the amount taken up on the railroad right of way thus leaving the number of acres in this tract of 80 1/8 acres more or less.

Tract II: Beginning at the West edge of the West abutment of a Water Gap on a branch corner to L & N RR Section house lot and also corner to Robinson other land thence with line of said land S 29 3/4 W 4.04 chains to a point at South edge of corner post of a wire fence in line of said land S 29 3/4 W 4.04 chains to a point at South edge of corner post of a wire fence in line to Robinson other land and a new corner to Brown thence a new line to Brown with a fence N 48° 7' E 35.80 chains to a point in line to Hudson and corner to Brown thence with Hudson N 29 3/4 W 11.28 chains to a point 33 feet right angular distance from the middle of the L & N Railroad tract corner to said Hudson thence with East or South right of way line S 33 1/2 W 18.90 chains to a stone 33 feet from middle of tract S 46 3/4 W 4.07 chains to a stone 33 feet from middle of tract S 42 3/4 W 5.62 chains to a stake corner to section house lot; thence with line of said lot S 62 3/4 E 2 chains S 20 1/4 W 2.43 chains S 63 1/4 W 1.70 chains to the beginning containing 25.65 acres more or less.

The above two tracts contain 105.775 acres more or less and are the same tracts conveyed to Geo. D. Robinson by deed dated Jan. 1, 1918, from J. H. Dalton and wife recorded in Deed Book 37, page 280, Garrard County Clerk's Office. The above two tracts of land are sold by the boundary and same joins the lands of said first and second parties and the land of Shirley Hudson, Mrs. Emma Holtzclaw, Mrs. Ella Gooch and borders on the L&N Railroad right of way its entire length and there is also conveyed to said second parties a 20 feet width strip of land beginning at the North end of the gate leading into the L&N RR right of way and running along said right of way South to "The Goshen Pike" and this strip comes off other lands than the above belonging to said first parties same is conveyed on condition that if said second parties their heirs or assigns ever use said strip of land for a roadway or passway such person or persons are to keep it fenced next to said first parties land, with a lawful fence at all times.

Parcel III:

Located and being in Garrard County, Kentucky, on Gilberts Creek and bounded as follows: Beginning at the South edge of the corner post of a wire fence in line to Geo. D. Robinson's 82 acre tract and corner to his 25.65 acre tract; thence with line of first mentioned tracts S 29 3/4 E 43.58 chains to a point in North edge of Gilberts Creek, corner to Robinson & Holtzclaw; thence up the creek, with Holtzclaw S 89 1/4 E 9.97 chains to a point on South bank N 51 3/4 E 0.72 chains to a stone, corner to Holtzclaw and Dudderar; thence with Dudderar, still up the creek N 34 3/4 E 1.75 chains N 67 E 3 chains N 20 E 5.75 chains N 57 E 5 chains N 38 E 11.50 chains to a willow on North bank of creek, corner to Dudderar and Arnold heirs; thence N 42 1/2 E 1.22 chains, to a stone fence in line to Dudderar and corner to DeShon Bros. (formerly David Thompson); thence with Deshon Bros., Dalton and Hudson (formerly David Thompson) N 29 1/2 W 16.72 chains N 30 1/4 W 13.42 chains N 29 3/4 W 16.86 chains to a point in line to Hudson and corner to George Robinson's 25.65 acre tract; thence with line of said tract S 48° and 7' striking and with a wire fence 35.80 chains to the beginning, containing one hundred and sixty-nine and fifty-five one hundredths acres (169.55 Acres), more or less.

There is also conveyed with and for the use and benefit of the above land a certain passway 20 feet wide over the lands formerly belonging to John S. Gill out to the Crab Orchard Pike, and for a more particular description of said passway the records of the Garrard Circuit Court and the Garrard County Court and the deeds of conveyance of the lands over which said passway runs are referred to.

The above Parcel III is also made subject to the right of way easement from grantors, William B. Mason and wife to East Ky. Rural Electric Corporation, dated April 30, 1952, of record in Deed Book 71, page 345,

Garrard County Court Clerk's Office.

Parcel IV:

Tract I: A tract of land near the City of Lancaster in Garrard County, Kentucky, and bounded as follows: Beginning in the Eastern Boundary of the right of way of the L&N Railroad in line to Alex Lusk's Heirs; thence with their line S 44 1/2E 47.24 poles to a stake corner to same and George W. Harris; thence with lines of the 5.54 acre tract of land sold to said Harris, S 22 E 16 poles to a stake; thence S 28 1/2E 26.76 poles to a stake, S 30 1/2E 21.56 poles to a stake, S 33 1/2 E 13.24 poles to a stake, corner to same and Nannie B. Anderson; thence falling into and down the middle of a hollow with its meanders S 11 E 7.50 poles, S 38 E 15 poles, S 13 1/4E 16 poles to a stake; thence S 1 E 8 poles to a stake, S 23 E 16 poles to a stake, S 2 1/2E 18 poles to a stake; thence S 41 1/4E 24 poles to a stake; thence S 53 1/2 E 14.60 poles to a stake at or near David Thompson's corner; thence with his (now Alex Walker) line S 56 1/4W 147.80 poles to a stake in the eastern boundary of the right of way of the aforesaid railroad; thence with the line of said right of way N 1 W 18.40 poles; thence N 14 W 88 poles, N 10 W 28.40 poles; thence N 7 1/2W 12.20 poles; thence North 28.20 poles; thence N 21 E 73.80 poles; thence N 16 E 8 poles; thence N 8 3/4E 20 poles; N 1/2E 16.80 poles to the beginning, containing 141 acres and 20 poles, and including also 34 poles of land over which a road is situated between the R.R. right of way and the Stanford Pike and is bounded on the North by the lands of Mrs. P.B. Cox and on the South by the lands of N. H. Brown.

There is excepted herefrom and not conveyed herein the following described parcel which was conveyed by Shirley Hudson to Ed Hughes and Ben W. Hughes by deed dated 16 May 1922 and recorded on the same dated in Deed Book 41, page 558, Garrard County Clerk's Office. It is described as follows: In Garrard County, Kentucky, near the City of Lancaster and Beginning in the Eastern Boundary of the right-of-way of the L&N Railroad in line to Alex Lusk's heirs; thence with their line S 44 1/2E 47.24 poles to a stake corner to same and George W. Harris; thence with lines of the 5.54 acre tract of land sold to said Harris, S 22 E 16 poles to a stake; thence S 28 1/2E 26.76 poles to a stake, S 30 1/2E 21.56 poles to a stake; thence N 34 3/4W 110.25 poles to the beginning, containing 2.39 acres, more or less.

Tract II: Located and being in Garrard County, Kentucky, on the waters of Gilberts Creek and bounded as follows: Beginning at a large black oak standing at east edge of passway, corner to the part now purchased by J. H. Dalton; thence with wire fence and along East edge of said passway and with said Dalton S 43 W 34.73 chains to a point in line to Brown (formerly Dalton) and corner to said Dalton; thence with Brown N 29 3/4W 28.70 1/2chains to a point in the middle of the L&N Railroad tract, corner to same; thence with the middle of said tract N 33 1/4 E 10.70 chains to a point 12 feet East of middle N 23 3/4E 8.39 chains to a point 12 1/2feet East of middle N 10 1/2E 5.42 chains to a point 5 feet East of middle, and corner to Hudson's other land thence leaving railroad and with Hudson's other land N 57 1/4E 18.28 chains to the end post of a wire fence in said line, and corner to Jas Dalton; thence with said Dalton and with wire fence, S 22 E 6.46 chains to a point 4 feet West of the West edge of a Black Ash snag, S 26 1/2E 6.20 1/2chains S 34 3/4E 17.48 chains to a point at East edge of before mentioned passway, thence along and with East edge of said passway, S 27 1/4W 6.29 1/2chains to the beginning, containing 122.69 acres, however there is to be deducted 1.20 acres for the railroad right of way leaving a net area of 121.49 acres, more or less, which is the amount herein conveyed.

There is deducted from Parcel IV and not conveyed the following described real property which was conveyed by Shirley Hudson to J. H. Dalton and Ben G. Cormney by deed dated 1 January 1923, and recorded January 2, 1923, in Deed Book 42, page 177, Garrard County Clerk's Office: In Garrard County, Kentucky, on the waters of Gilbert's Creek and bounded as follows: Beginning at a large Black Oak, standing at the East edge of a passway, corner to other land of James H. Dalton; thence with his line with the wire fence along East edge of said passway S 43 W 34.75 chains to a point in line to J.M. Craig, thence with Craig's line, N 29 1/2W 13.87 chains to a point in Craig's line, at intersection of wire fence, a new corner between Dalton and Hudson; thence a new line with a wire fence N 28 1/2E 24.23 chains to the South gate post; thence N 54 E 16.54 chains to a post at intersection of Dalton line; thence with his line S 34 1/2E 15.10 chains to a point in wire fence, at East edge of before mentioned passway; thence along and with East edge of passway S 28 W 6.11 chains to the beginning, containing 66.71 acres, more or less.

Exclusion from Property B: There is excluded and not conveyed hereunder a 1.673 acre tract conveyed to Julian Moss, Jr. and Marilyn Moss by deed dated July 20, 1999, and being recorded in Deed Book 191 at page 495 in the Garrard County Court Clerk's records.

Being the same property acquired by CURRY FARMS FLP, LTD., a Kentucky Limited Partnership, by General Warranty Deed dated May 1, 2007, of record in Deed Book 245, Page 703, in the Office of the Clerk of Garrard County, Kentucky.

TAX INFORMATION:

MAP ID: 28-095 ASSESSED: \$76,000.00

2018 Garrard County Real Estate Taxes, Tax Bill #2330, in the discount amount of \$840.36 was paid.
(Face \$857.51)

TAX INFORMATION:

MAP ID: 28-103 ASSESSED: \$180,000.00

2018 Garrard County Real Estate Taxes, Tax Bill #2331, in the discount amount of \$1,990.32 was paid.
(Face \$2,030.94)

TAX INFORMATION:

MAP ID: 28-105 ASSESSED: \$115,000.00

2018 Garrard County Real Estate Taxes, Tax Bill #2332, in the discount amount of \$1,271.59 was paid.
(Face \$1,297.55)



CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B, PART I Requirements

Commitment No.: C1905678LKY

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.

DEED from CURRY FARMS FLP, LTD., a Kentucky Limited Partnership, to CAROLINA SOLAR ENERGY III, LLC, a North Carolina limited liability company, conveying the premises described in Schedule A hereof in fee simple, free and unencumbered.

5. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount(s) will be revised, and premiums will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.
6. Pay all taxes, charges and assessments levied against subject premises, which are due and payable.
7. 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.
8. The Partnership Agreement(s) and appropriate resolution(s) of CURRY FARMS FLP, LTD., a Kentucky Limited Partnership, must be reviewed to determine if the proposed transaction is authorized and an appropriate resolution obtained approving same and designating the individual(s) authorized to execute the proposed deed / note and mortgage.
9. The Articles of Organization(s), and/or Corporate Resolution(s) of CAROLINA SOLAR ENERGY II, LLC, a North Carolina limited liability company, must be reviewed to determine if the proposed transaction is authorized and an appropriate resolution obtained approving same and designating the individual(s) authorized to execute the proposed deed / note and mortgage.

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**SCHEDULE B, PART I
Requirements (Continued)**

Commitment No.: C1905678LKY

NOTE: The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

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CHICAGO TITLE INSURANCE COMPANY

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 Garrard County real estate taxes for the period 2019 and all subsequent years, not yet due and payable.
3. 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.
4. Rights of tenants in possession, as tenants only, under unrecorded unexpired leases.
5. All coal, oil, gas and other mineral rights heretofore conveyed, excepted, reserved or leased, together with all incidental rights thereto.
6. Subject to rights of others in the use of any roadways that may lie within the boundaries of the property described in Schedule A.
7. Rights of others in the continued, uninterrupted flow of Gilberts Creek.
8. Rights of the railroad company, servicing the spur upon subject property in the ties, rails and equipment, together with the rights of ingress and egress.
9. 20 foot passway reserved in Deed Book 39, Page 262, erroneously cited as Deed Book 30, Page 262, both in the Office aforesaid.
10. Right of Way granted to East Kentucky Rural Electric Cooperative Corporation, of record in Deed Book 71, Page 345, in the Office aforesaid.
11. Transmission Line Easement granted to Kentucky Utilities Company, of record in Deed Book 82, Page 7, in the Office aforesaid.
12. Right of Way Permit granted to Western Ky. Gas Co., of record in Deed Book 85, Page 263, in the Office aforesaid.

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**SCHEDULE B, PART II
Exceptions (Continued)**

Commitment No.: C1905678LKY

13. Easement Agreement granted to Kentucky Utilities Company, of record in Deed Book 85, Page 446, in the Office aforesaid.
14. Pole Line Agreement granted to Kentucky Utilities Company, of record in Deed Book 86, Page 71, in the Office aforesaid.
15. Utility Agreement granted to Kentucky Utilities Company, of record in Deed Book 114, Page 173, in the Office aforesaid.
16. Utility Agreement granted to Kentucky Utilities Company, of record in Deed Book 144, Page 711, in the Office aforesaid.
17. Easements, right of ways, passways and stipulations as set out in General Warranty Deed dated May 1, 2007, of record in Deed Book 245, Page 703, in the Office aforesaid;

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by. CHICAGO 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; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C165B

ALTA Commitment for Title Insurance 8-1-16

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CHICAGO TITLE INSURANCE COMPANY

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
CHICAGO 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, **Chicago 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By:

President

President

Attest:

Secretary

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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) 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

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ALTA Commitment for Title Insurance 8-1-16

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COMMITMENT CONDITIONS (Continued)

Commitment No.: C1905678LKY

- (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.
- (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.



Inquire before you wire!



CHICAGO TITLE INSURANCE COMPANY

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

This notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

Realtors®, Real Estate Brokers, Closing Attorneys, Buyers and Sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain new wiring instructions or routing information, and will request that the Buyer send funds to a fraudulent account.

PLEASE BE ADVISED THAT WE ONLY PROVIDE WIRE INSTRUCTIONS THROUGH VERBAL VERIFICATION. If funds are to be wired in conjunction with this transaction, call us at 502-585-5135 to obtain our wire information. If you receive another email or unsolicited call purporting to alter these instructions, please immediately call us at 502-585-5135.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.



NEVER RELY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the courses of a transaction.



DO NOT FORWARD wire instructions to other parties without first verbally verifying the instructions from the sending party.



ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds. **DO NOT RELY** on other parties calling you.

Obtain the number of your Realtor®, Real Estate Broker and your escrow officer as soon as an escrow account is opened.

DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation: <http://www.fbi.gov>

Internet Crime Complaint Center: <http://www.ic3.gov>

ACKNOWLEDGEMENT OF RECEIPT

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer 1

Buyer 2

Signature

Signature

Printed Name

Printed name

Address

Address

Date

Phone Number

Date

Phone Number

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Revised May 1, 2018

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Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see “**Choices With Your Information**” to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

Revised May 1, 2018

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For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Revised May 1, 2018

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