

**COMMONWEALTH OF KENTUCKY
BEFORE THE KENTUCKY STATE BOARD
ON ELECTRIC GENERATION AND TRANSMISSION SITING**

In the Matter of:)
)
In the Matter of the Application of Bluebird Solar LLC)
for a Construction Certificate to Construct a Merchant) **Case No. 2021-00141**
Electric Generating Facility)

NOTICE OF FILING

Bluebird Solar LLC (“Bluebird Solar”), by counsel, provides notice of filing of unredacted documents in response to the Staff’s First Request for Information in accordance with the Kentucky State Board on Electric Generation and Transmission Siting’s May 13, 2022, Order. The unredacted documents that Bluebird Solar now tenders in unredacted form are the following Exhibits of the Real Estate Swap Agreement (the “Agreement”): Exhibit 3, The Title Commitment for Owner Property; Exhibit 4, The Title Commitment for Buyer Property; Exhibit 9, Owner’s Certification of Trust; and Exhibit 11, Sole Member’s Certificate. The unredacted Exhibits to the Agreement are attached hereto to this Notice of Filing.

RESPECTFULLY SUBMITTED,

STURGILL, TURNER, BARKER & MOLONEY, PLLC



James W. Gardner
M. Todd Osterloh
333 West Vine Street, Suite 1500
Lexington, KY 40507
Phone: (859) 255-8581
E-mail: jgardner@sturgillturner.com
E-mail: tosterloh@sturgillturner.com
Counsel for Bluebird Solar LLC

EXHIBIT 3

The Title Commitment for Owner Property

See attached.

SJA 4/5/21

stewart title

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY 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.

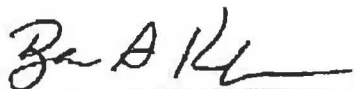
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas 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 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

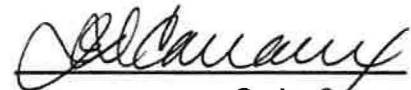


Authorized Countersignature

Stewart Title Company
792 Eastgate South Drive, Suite 700
Cincinnati, OH 45245
(513) 753-2800



Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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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;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature 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.

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- (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.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Stewart Title Company
Issuing Office: 792 Eastgate South Drive, Suite 700, Cincinnati, OH 45245
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 01219-21334a
Issuing Office File Number: 01219-21334a
Property Address: Address Not Determined, Cynthiana, KY
Revision Number:

1. **Commitment Date:** February 27, 2020 at 8:00 A.M.

2. Policy to be issued:	Proposed Policy Amount
(a) 2006 ALTA Owner's Policy Standard	TBD
Proposed Insured: To be determined	
(b) 2006 ALTA Loan Policy Standard	TBD
Proposed Insured: To be determined	

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:**

TRACT I:

Agnes McDowell by virtue of deed dated July 1, 1947, recorded July 8, 1947 in Deed Book 109, Page 186 of the Harrison County, Kentucky Clerk's Office.

TRACT II:

Elizabeth V. McDowell by virtue of deed dated July 1, 1937, recorded July 8, 1947 in Deed Book 109, Page 187 of the Harrison County, Kentucky Clerk's Office.

Note: Agnes Smith McDowell acquires Elizabeth V. McDowell's interest in Tract II as evidenced by Affidavit of Descent recorded February 4, 2002 in Deed Book 254, Page 489 of the Harrison County, Kentucky Clerk's Office.

Note: Agnes S. McDowell is now deceased. Sam W. Arnold, III and Mary Jane Duckworth are the Executor/Executrix of the Estate of Agnes S. McDowell pursuant to the Last Will and Testament of Agnes Smith McDowell recorded in Will Book GG, Page 741 of the Harrison County, Kentucky Clerk's Office.

5. **The Land is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

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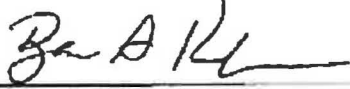
ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY



Authorized Countersignature

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"
LEGAL DESCRIPTION**

TRACT I:

Beginning at a point in the center of the Russell Cave Pike, corner to Clarence LeBus; thence with his line, N 66°45' W, 6.33 chains to an Elm; N 65°45' W, 26.83 chains to a post; N 7°45' W, 10.21 chains to a post near a large Elm; S 85°05' E, 5.83 chains to a stake near a large Ash; N 4°45' E, 12.63 chains to a post in said LeBus' line, corner to Mrs. Agnes McDowell; thence with her line, S 84°00' E, 24.40 chains to a point in the center of the Russell Cave Pike; thence with the center of same, N 3°35' E, 0.88 chains to a point in the center of said pike, corner to Mrs. Agnes McDowell; thence with her line, S 86°00' E, 27.70 chains to a post; S 5°00' W, 17.73 chains to a stake near a large Oak on the South side on an old dirt road; thence with the south margin of said dirt road, S 85°30' E, 20.77 chains to a post; S 83°45' E, 6.27 chains to a Walnut; thence S 66°20' E, 0.43 chains to a post in John Lail's line, corner to Mrs. Agnes McDowell; thence with John Lail's line, S 48°30' W, 15.74 chains to a post; S 9°15' W, 33.51 chains to a post in Collier's line, corner to Clarence Rouse; thence with his line, N 62°00' W, 5.03 chains to a post; N 59°20' W, 4.02 chains to a post corner to Clarence LeBus; thence with his line N 48°00' W, 8.97 chains to a post; S 71°30' W, 0.82 chains to the stone abutment of a water gap on the north bank of Silas Creek; thence crossing said creek, S 42°00' W, 1.23 chains to a post on the south bank of Silas Creek; thence along the south bank of said creek, N 61°15' W, 3.65 chains to a post; N 12°45' W, 3.89 chains to a post; thence leaving Silas Creek, S 52°00' W, 7.27 chains to a post; N 37°00' W, 9.00 chains, N 37°45' W, 10.81 chains to the center of Russell Cave Pike; thence with the center of same, N 18°20' E, 3.15 chains; N 27°45' E, 2.22 chains to the point of beginning, containing 278.95 acres of land, according to survey made by F. L. Faulconer, Cynthiana, Kentucky, on May 9, 1947, and which said Map and Plat is attached hereto as a part hereof.

SAVE AND EXCEPT that portion of the above described real estate conveyed to the Commonwealth of Kentucky for the use and benefit of the Department of Highways by deed dated March 20, 1954, recorded April 29, 1954 in Deed Book 116, Page 191 of the Harrison County, Kentucky Clerk's Office.

FURTHER SAVE AND EXCEPT that portion of the above described real estate conveyed to the Commonwealth of Kentucky for the use and benefit in the Department of Highways by deed dated March 20, 1954, recorded April 29, 1954 in Deed Book 116, Page 193 of the Harrison County, Kentucky Clerk's Office.

AND FURTHER SAVE AND EXCEPT that portion of the above described real estate conveyed to the Commonwealth of Kentucky for the use and benefit for the Department of Highways by deed dated March 20, 1953, recorded September 25, 1962 in Deed Book 124, Page 193 of the Harrison County, Kentucky Clerk's Office.

TRACT II:

Beginning at a point in the center of the Russell Cave Pike, corner to Clarence LeBus; thence N 89°30' W, 10.12 chains to a post, corner to Lon McLoney; thence with his line, S 68°30' W, 1.70 chains to a gate post; S 29°30' W, 0.25 chains to a post at end of water gap; N 77°45' W, 13.30 chains to a post; N 73°15' W, 1.93 chains to a post; N 85°20' W, 0.97 chains to a post; N 77°45' W, 8.36 chains to a post; N 89°00' W, 3.67 chains to a post; N 68°00' W, 3.47 chains to a post; N 85°45' W, 1.10 chains to a post; S 89°30' W, 22.88 chains to a post, corner to said McLoney in Kirtley McDaniel's line; thence with his line S 7°00' W, 5.95 chains to a post; N 86°15' W, 15.93 chains to a post; S 3°20' W, 4.60 chains to a post; N 85°45' W, 22.40 chains to the center of the Allen Pike; thence with the center of same S 5°15' W, 18.00 chains; S 4°45' W, 7.03 chains to the point of intersection of the centers of the Allen Pike and the Silas Pike; thence with the center of the Silas Pike S 68°20' E, 3.57 chains; S 75°00' E, 3.00 chains; S 54°30' E, 5.50 chains; S 72°15' E, 4.00 chains; S 57°30' E,

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ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

1.70 chains; S 46°45' E, 12.00 chains; S 33°00' E, 2.00 chains; S 25°30' E, 3.79 chains to a point in the center of said pike, corner to Silas Church; thence with the line of the Silas Church property, N 6°30' E, 5.06 chains to a post; S 65°00' E, 3.00 chains to a post corner to said church in Ed Kelly's line; thence N 5°45' E, 23.73 chains to a post corner to said Kelly; thence S 85°45' E, 38.28 chains to a post corner to Fitzgerald; thence with his line, N 3°30' E, 5.40 chains; S 85°45' E, 26.32 chains, to the center of the Russell Cave Pike; thence with the center of the same N 35°30' E, 2.00 chains; N 16°45' E, 2.00 chains; N 12°15' E, 2.60 chains; N 17°30' E, 6.00 chains; N 10°20' E, 11.24 chains to the point of beginning, containing 312.55 acres of land, according to survey made by F. L. Faulconer, of Cynthiana, Kentucky, on May 7, 1947; and which said survey Map and Plat is attached hereto as a part hereof.

SAVE AND EXCEPT: The following described real estate in the County of Harrison, Commonwealth of Kentucky to-wit: All that certain tract or parcel of land, lying and being located in Harrison County and Bourbon County, Kentucky and situated on the west side of Russell Cave Road (KY 353); and more particularly described as follows: Unless stated otherwise, any monument referred to herein as an "iron pin" is a set #4 rebar, eighteen inches (18") in length, with an orange cap stamped "Darnell 3553". All bearings stated herein are referenced to the Parent Tract.

BEGINNING at an iron pin in the west right-of-way of Russell Cave Road (KY 353), a corner to Parcel 2, a new division of Agnes McDowell (D.B. 109, Pg. 186); said point lying N. 22° 00' 41" E. 742.59 feet from an iron pin in said right-of-way, a corner to Bourbon Limestone Company (D.B. 177, Pg. 107; P.C. 2, Sh. 52A); thence with the said west right-of-way of Russell Cave Road (KY 353) for three calls as follows:(1) With a curve to the right having a radius of 1859.86 feet, an arc length of 513.69, and a chord bearing S. 81° 51' 59" W. 512.06 feet to a point, (2) with a spiral curve the right with a chord bearing S. 28° 47' 15" W. 197.34 feet to a point, and, (3) S. 29° 46' 44" W. 35.66 feet to an iron pin, a corner to Bourbon Limestone Company (D.B. 177, pg. 10; P.C. 2, Sh. 52A); thence with said Bourbon Limestone company for eight calls as follows: (1) N. 37° 45' 00" W. 25.81 feet to a point at an abandoned road, (2) N. 18° 14' 54" E. 141.33 feet to a point at an abandoned road,(3) N. 16° 19' 44" E. 47.46 feet to a point at an abandoned road, (4) N. 22° 05' 32" E. 64.90 feet to a point at an abandoned road, (5) N. 26° 32' 41" E. 136.95 feet to a point at an abandoned road, (6) N. 66° 45' 00" W. passing an iron pin at 115.69 feet, in all 414.99 feet to a mag nail set in a tree, (7) N. 65° 59' 35" W. 877.21 feet to a mag nail set in a tree, and (8) N. 65° 30' 41" W. 893.58 feet to an iron pin, in the line Of Roger D. Hockensmith & Linda Hockensmith (D.B. 175, Pg. 154); thence with said Hockensmith N. 07° 38' 15" W. 402.56 feet to an iron pin, a corner to Parcel 2, a new division of Agnes McDowell (D.B. 109, Pg. 186); thence with said Parcel 2 S. 65° 53' 40" E. passing an iron pin at 1205.22 feet, in all 2410.44 feet to the point of beginning containing an area of 19.000 acres or less and being subject to any and all easements or right-of-way of record and in existence and in accordance with a survey and plat by Allen Patrick Darnell PE, PLS on June 9, 2006 and which is recorded in Plat Cabinet 4, Sheet 318, Harrison County Clerk's Office and Plat Cabinet C, Sheet 243, Bourbon County Clerk's Office.

EXCEPTING THEREFROM, all that portion of the above described Tract I and Tract II located in Bourbon County, Kentucky. The same having not been examined by the Company, the Company hereby expressly excludes from the description of the Land any portion of the above described real estate located in Bourbon County, Kentucky.

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ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 01219-21334a

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. Show that restrictions or restrictive covenants have not been violated.
6. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
7. Pay all general and special taxes now due and payable.
8. The Company requires for its review satisfactory copy of the "Articles of Organization," the Operating Agreement and the regulations of the limited liability company, any amendment thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents.

NOTE: The Company may make other requirements or take further Schedule B exceptions upon its review of the proposed documents creating the estate or interest to be insured or upon its otherwise ascertaining details of the transaction.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 01219-21334a

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 of tenants in possession, as tenants only, under prior unrecorded leases.
3. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the premises.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Rights or claims of easements not recorded in the public records.
6. Taxes and assessments for the current year and subsequent installments, which are a lien, not yet due and payable.
7. Harrison County Parcel Number: 066-000-007-00
This property was exempt from taxation for the year 2019
8. Easements, setbacks and restrictions as shown in Plat Cabinet 4, Slide 318 of the Harrison County, Kentucky Clerk's Office.
9. Easement as set forth in Deed for Highway Purposes by and between Miss Agnes McDowell and the Commonwealth of Kentucky for the use and benefit of the Department of Highways dated March 20, 1954, recorded April 29, 1954 in Deed Book 116, Page 191 of the Harrison County, Kentucky Clerk's Office.
10. Easements as set forth in Deed for Highway Purposes by and between Miss Agnes McDowell and the Commonwealth of Kentucky for the use and benefit in the Department of Highways dated March 20, 1954, recorded April 29, 1954 in Deed Book 116, Page 193 of the Harrison County, Kentucky Clerk's Office.
11. Easements as set forth in Deed of Highway Purposes by and between Agnes McDowell and the Commonwealth of Kentucky for the use and benefit for the Department of Highways dated March 20, 1953, recorded September 25, 1962 in Deed Book 124, Page 193 of the Harrison County, Kentucky Clerk's Office.

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ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) OG

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

12. Transmission Line Right of Way Easement by and between Elizabeth V. McDowell and East Kentucky Rural Electric Cooperative Corporation, Winchester, Kentucky, dated March 9, 1963, recorded March 18, 1963 in Deed Book 124, Page 441 of the Harrison County, Kentucky Clerk's Office.
13. Right of Way Easement in favor of South Central Bell Telephone Company, dated August 1, 1980, recorded August 13, 1980 in Deed Book 157, Page 272 of the Harrison County, Kentucky Clerk's Office.
14. Right of Way Easement in favor of South Central Bell Telephone Company, dated December 14 1973, recorded January 10, 1974 in Deed Book 141, Page 187 of the Harrison County, Kentucky Clerk's Office.
15. Right of Way Easement in favor of South Central Bell Telephone Company, dated January 24, 1974, recorded February 12, 1974 in Deed Book 141, Page 359 of the Harrison County, Kentucky Clerk's Office.
16. Right of Way Easement in favor of South Central Bell Telephone Company, dated January 24, 1974, recorded February 12, 1974 in Deed Book 141, Page 360 of the Harrison County, Kentucky Clerk's Office.
17. Deed of Easement by and between Elizabeth V. McDowell and Columbia Gas of Kentucky, Inc., a corporation dated August 24, 1987, recorded August 24, 1987 in Deed Book 175, Page 495 of the Harrison County, Kentucky Clerk's Office.
18. Minerals of whatsoever kind, 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.
19. Any acreage or square footage indicated in the legal description, and/or the address shown on Schedule A, is solely for the purpose of identifying said tract of land and shall not be construed as insuring the quantity of land, and/or the address as set forth in the description of the property.
20. Title to, and easements in, any portion of the Land lying within any highways, roads, streets, or other ways.

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STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

EXHIBIT 4

The Title Commitment for Buyer Property

See attached.

SJA 9/5/21

stewart title

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY 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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

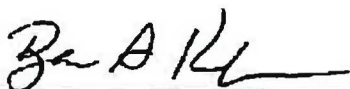
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas 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 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

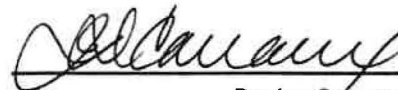


Authorized Countersignature

Stewart Title Company
792 Eastgate South Drive, Suite 700
Cincinnati, OH 45245
(513) 753-2800



Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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AMERICAN
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MA 4/5/21

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;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature 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.

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- (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.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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SM 4/5/21

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Stewart Title Company
Issuing Office: 792 Eastgate South Drive, Suite 700, Cincinnati, OH 45245
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 01219-21334e
Issuing Office File Number: 01219-21334e
Property Address: Address Not Determined, Cynthiana, KY
Revision Number:

1. **Commitment Date:** September 26, 2019 at 8:00 A.M.

2. Policy to be issued:	Proposed Policy Amount
(a) 2006 ALTA Owner's Policy Standard	TBD
Proposed Insured: To be determined	
(b) 2006 ALTA Loan Policy Standard	TBD
Proposed Insured: To be determined	

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:**
Birtle L. Spencer and Patricia H. Spencer by virtue of deed dated May 25, 1990, recorded June 19, 1990 in Deed Book 207, Page 441 of the Bourbon County, Kentucky Clerk's Office.

5. **The Land is described as follows:**
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY



Authorized Countersignature

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SM 4/5/21

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"
LEGAL DESCRIPTION**

Tract I:

Beginning at a point in the east right of way of Russell Cave Road, said point being the southwest property corner; thence with the right of way of Russell Cave Road N 5 deg. 52'54" W 707.06 feet, N 20 deg. 18'39" E 60.18', N 08 deg. 44'26" W 197.22', N 01 deg. 35'44" E 344.04', N 08 deg. 16'25" E 133.36', N 11 deg. 40'40" E 350.87', N 16 deg. 46'43" E 147.15', N 12 deg. 30'21" E 105.34', N 12 deg. 11'27" E 423.50', N 20 deg. 54'10" W 93.64' and N 5 deg. 26'35" E 465.64 feet to a corner post; thence leaving the right of way of Russell Cave Road S 58 deg. 04'47" E 645.75 feet, S 59 deg. 41'58" E 1933.53', N 47 deg. 43'41" E 967.17', N 45 deg. 54'16" W 1252.18', N 42 deg. 10'04" E 759.00', S 80 deg. 20'40" E 739.01', S 30 deg. 11'14" E 1474.03', S 60 deg. 19'31" E 474.59', S 47 deg. 52'02" W 925.11', S 50 deg. 18'52" E 859.23', S 50 deg. 46'18" W 631.85', S 56 deg. 04'23" E 151.65', S 19 deg. 55'18" W 564.81', S 82 deg. 27'35" W 100.35', N 9 deg. 51'14" W 53.41', N 60 deg. 52'53" W 143.75', S 51 deg. 22'55" W 661.28', N 48 deg. 01'49" W 801.60', S 43 deg. 42'15" W 712.66', N 53 deg. 52'49" W 1422.27', N 0 deg. 20'42" W 161.04' and S 57 deg. 58'56" W 1225.52 feet to the point of beginning and containing 256.25 acres, more or less.

Tract II:

Beginning at a point in the center of the Russell Cave Road, a corner to Tract I, and running with the center of said road North 31 deg. 08 min. East 1170.0 feet to a corner to McDowell; thence leaving said road and running with the line of McDowell South 37 deg. 50 min. East 1226.0 feet; North 52 deg. 10 min. East 480.0 feet; South 12 deg. 30 min. East 258.0 feet; South 61 deg. 30 min. East 238.0 feet; thence crossing Silas Creek North 42 deg. 00 min. East 98.0 feet; North 71 deg. 30 min. East 41.0 feet; and thence with the line of McDowell South 48 deg. 00 min. East 532.0 feet to a corner to McDowell and Jacobson; thence crossing Silas Creek and running with the line of Jacobson South 43 deg. 00 min. West 391.0 feet; South 48 deg. 00 min. West 578.0 feet; South 42 deg. 00 min. East 1253.0 feet; South 51 deg. 50 min. West 967.0 feet; North 56 deg. 32 min. West 1936.0 feet to a post, a corner to Tract I; thence running with the line of Tract I North 21 deg. 30 min. East 637.0 feet; North 19 deg. 46 min. East 216.5 feet; North 61 deg. 55 min. West 347.0 feet; North 20 deg. 09 min. East 279.5 feet; North 61 deg. 55 min. West 183.0 feet; North 59 deg. 41 min. West 126.5 feet; and thence with the line of Tract I North 52 deg. 53 min. West 117.0 feet to the point of beginning, and containing 107.99 acres of land. The aforescribed tract and second tract hereinabove referred to as Tract I are identified in that survey of William E. Hudnall, Registered Land Surveyor, dated February 1980.

SAVE AND EXCEPT the following described real estate:

Beginning at a Survey Spike, corner to Birtle Spencer (Parcel I and Parcel II) and Bourbon Limestone Company; thence leaving Spencer with Bourbon Limestone Company, North 21°03'25" East 269.28 feet to an iron pin, corner to Birtle Spencer (Parcel II); thence leaving Bourbon Limestone Company with Birtle Spencer (Parcel II), South 56°32'00" East 357.87 feet to an iron pin; thence South 33°28'00" West 262.99 feet to an iron pin, corner to Birtle Spencer (Parcel I); thence continuing with Spencer (Parcel I), North 56°32'00" West 300.00 feet to the beginning, containing 1.99 acres.

EXCEPTING THEREFROM, all those portions of the above described Tract I located in Harrison County, Kentucky. The same having not been examined by the Company, the Company hereby expressly excludes from the description of the Land any portion of the above described real estate in Harrison County, Kentucky.

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ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 01219-21334e

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. Show that restrictions or restrictive covenants have not been violated.
6. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
7. Pay all general and special taxes now due and payable.
8. Cancellation and release of record of the following liens: None found of record, please confirm.
9. The Company requires for its review satisfactory copy of the "Articles of Organization," the Operating Agreement and the regulations of the limited liability company, any amendment thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents.

NOTE: The Company may make other requirements or take further Schedule B exceptions upon its review of the proposed documents creating the estate or interest to be insured or upon its otherwise ascertaining details of the transaction.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 01219-21334e

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 of tenants in possession, as tenants only, under prior unrecorded leases.
3. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the premises.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Rights or claims of easements not recorded in the public records.
6. Taxes and assessments for the current year and subsequent installments, which are a lien, not yet due and payable.
7. Bourbon County Parcel Number: 008-00-00-001.00
Valuation: \$168,400.00
2018 County Taxes in the annual amount of \$1,747.54 is PAID.
2019 County Taxes constitute a lien not yet due and payable.

Bourbon County Parcel Number: 007-00-00-002.00
Valuation: \$82,600.00
2018 County Taxes in the annual amount of \$857.17 is PAID.
2019 County Taxes constitute a lien not yet due and payable.
8. Real Estate Option by and between East Kentucky Power Cooperative, Inc., Birtle L. Spencer and Patricia H. Spencer, dated April 10, 1998, recorded April 20, 1998 in Deed Book 231, Page 465 of the Bourbon County, Kentucky Clerk's Office.
9. Transmission Line Easement in favor of East Kentucky Power Cooperative, Inc., dated July 24, 1998, recorded July 28, 1998 in Deed Book 232, Page 609 of the Bourbon County, Kentucky Clerk's Office.

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 a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 01219-21334e

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) OG

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Exhibit 4 - Page 9

AMERICAN
LAND TITLE
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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

10. Easement Agreement by and between Jacobson Partnership, a Kentucky general partnership (Don R. Jacobson, Molette M. Jacobson and Dean Richard Jacobson, Partners) and Kentucky-America Water Company, a Kentucky corporation dated July 8, 1987, recorded July 21, 1987 in Deed Book 200, Page 255 of the Bourbon County, Kentucky Clerk's Office.
11. Deed of Easement in favor of Columbia Gas of Kentucky, Inc., a corporation dated February 19, 1987, recorded February 19, 1987 in Deed Book 198, Page 721 of the Bourbon County, Kentucky Clerk's Office.
12. Easement as set forth in deed dated July 25, 1998, recorded July 28, 1998 in Deed Book 232, Page 611 of the Bourbon County, Kentucky Clerk's Office.
13. Minerals of whatsoever kind, 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.
14. Any acreage or square footage indicated in the legal description, and/or the address shown on Schedule A, is solely for the purpose of identifying said tract of land and shall not be construed as insuring the quantity of land, and/or the address as set forth in the description of the property.

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 a countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) OG

Page 2 of 2

AMERICAN
LAND TITLE
ASSOCIATION



JA 4/5/21

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

JTB 4/5/21

EXHIBIT 9

Owner's Certification of Trust

(space above this line for recorder's use)

CERTIFICATION OF TRUST

The undersigned, the named initial Trustee and currently acting trustee, under the AGNES SMITH MCDOWELL CHARITABLE TRUST DATED JUNE 22, 2001, pursuant to Section 11 of that certain Real Estate Swap Agreement (the "Agreement"), dated as of even dated herewith by and between BLUEBIRD SOLAR LLC, a Kentucky limited liability company and the Trust, the undersigned hereby certifies the following as to the aforesaid Trust: (Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.)

1. This Certification refers to the Trust known as AGNES SMITH MCDOWELL CHARITABLE TRUST DATED JUNE 22, 2001 (the "Trust").

2. SAM W. ARNOLD, III (the "Trustee") is the current and acting Trustee of the Trust. TRUSTEE IS QUALIFIED TO SERVE AS THE TRUSTEE OF THE TRUST AND HAS BEEN AUTHORIZED TO DELIVER THIS CERTIFICATE AND UNDERTAKE THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT PURSUANT TO COURT AND BOARD APPROVALS DESCRIBED AS CONDITIONS PRECEDENT THEREIN. The current address of the Trustee is as follows: 103 Court Street , Cynthiana, Kentucky 41031.

3. The Settlor of the Trust is AGNES SMITH MCDOWELL who died testate on December 22, 2005.

4. The Discretionary Beneficiaries under the Trust are as follows:

5. The Trust has been duly maintained since its creation and is a validly existing Trust.

6. The Trust is an irrevocable trust as it is a testamentary trust established under will of AGNES SMITH MCDOWELL DATED JUNE 22, 2001.

SMA 4/5/21

7. The Trustee or the Trust is not in violation of any order, judgment, or decree of any court, arbitrator, or governmental authority the consequences of which violation would affect the validity of the Trust or the conveyance of the property.

8. Subject to the condition precedent vis a vis court and board approval set forth in Section 6 of the Agreement, there are no actions, suits, or proceedings pending or threatened against or affecting the Trustee or the Trust before any court or administrative body or agency which might adversely affect the enforceability of the Trust or the exercise of the trustee's powers as set forth herein or in the trust document.

9. Attached hereto as **Exhibit A** is a true and correct copy of the Approvals Relating to the Trust as required by Sections 6(b) and 6 (c) of the Agreement. The Approvals Relating to the Trust are in full force and effect and has not been modified, amended, repealed or superseded in any respect.

10. The Trustee is of legal age and is not under any legal disability or duress. The Trustee to convey, transfer and exchange the Owner Property for the Buyer Property and to execute the Agreement and any ancillary document or deliverable to which the Trustee is a party or to sign any document or give instructions in connection therewith as Trustee under the Trust.

11. EXCEPTING THE COURT AND BOARD APPROVALS REQUIRED PURSUANT TO THE AGREEMENT, no other signatures or approvals are required for the Trustee to exercise the powers of the Trustee.

12. The Trust's taxpayer identification number is as follows: _____.

13. The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.

14. The Trust is currently in full force and effect.

15. The representations and warranties of the Trustee set forth in Section 8 of the Agreement are true and correct in all material respects as of the Closing Date (or for those representations and warranties which expressly relate to an earlier date were true and correct in all material respects as of such earlier date).

16. No person or entity paying money to or delivering property to any Trustee under the Trust shall be required to see to its application. PROVIDED THAT COURT AND BOARD APPROVAL OF THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT ARE SECURED AS PROVIDED THEREIN, all persons relying on this document regarding the Trustee and his/her/its powers over the Trust asset/property shall be held harmless from any resulting loss or liability from such reliance. Any person who in good faith enters into a transaction in reliance upon this Certification of Trust may enforce the transaction against the Trust asset/property as if the representations contained herein were correct. A copy of this Certification of Trust shall be just as valid as the original.

[Signature page follows immediately]

SMA 4/5/21

The undersigned is currently the acting Trustee of the Trust and declares that the foregoing statements and the attachments are true and correct, under penalty of perjury.

Further the affiant saith not.

A handwritten signature in blue ink, appearing to read "Sam W. Arnold, III", written over a horizontal line.

**SAM W. ARNOLD, III, AS TRUSTEE
UNDER THE AGNES SMITH MCDOWELL
CHARITABLE TRUST DATED JUNE 22, 2001**

STATE OF KENTUCKY)

COUNTY OF _____)

The foregoing instrument was sworn and acknowledged before me this _____ day of _____, 20[], by SAM W. ARNOLD, III, AS TRUSTEE UNDER THE AGNES SMITH MCDOWELL CHARITABLE TRUST DATED JUNE 22, 2001.

My commission expires _____.

NOTARY PUBLIC, STATE AT LARGE
NOTARY ID# _____

This instrument prepared by:

SWA 4/5/21

EXHIBIT 11

Sole Member's Certificate

_____, 20__

This Sole Member's Certificate (this "**Certificate**") is delivered by the sole member of BLUEBIRD SOLAR LLC, a Kentucky limited liability company, ("**Company**"), pursuant to Section 11 of that certain Real Estate Swap Agreement (the "**Agreement**"), dated as of even date herewith, by and between the Company and SAM W. ARNOLD, III, AS TRUSTEE UNDER THE AGNES SMITH MCDOWELL CHARITABLE TRUST DATED JUNE 22, 2001. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

The undersigned sole member hereby certifies the following matters on behalf of the Company as of the date set forth above:

1. Attached hereto as Exhibit 1 is a true, correct and complete copy of the Certificate of Formation of the Company (the "**Certificate**"). Except as attached hereto, the Certificate of Formation has not been modified or amended.

2. Attached hereto as Exhibit 2 is a certificate of good standing and legal existence for the Company issued by the Secretary of State of Delaware, dated as of a recent date.

3. Attached hereto as Exhibit 3 is a true and correct copy of the Consent of Member (the "**Consent**") of the Company, duly adopted by appropriate action. The Consent is in full force and effect and has not been modified, amended, repealed or superseded in any respect.

4. The following named persons have been duly elected or appointed as representatives of the Company authorized to execute on the Company's behalf the Agreement and any ancillary document or deliverable to which the Company is a party or to sign any document or give instructions in connection therewith, and the signature appearing opposite such person's name below is such person's true and authentic signature:

<u>Name</u>	<u>Title</u>	<u>Signature</u>

5. The representations and warranties of the Company set forth in Section 8 of the Agreement are true and correct in all material respects as of the Closing Date (or for those representations and warranties which expressly relate to an earlier date were true and correct in all material respects as of such earlier date).

[Signature Page Follows]

Sub 4/5/21

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of the date first above written.

SOLE MEMBER:

BayWa r.e. Development LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

SNA 4/5/21

EXHIBIT 1 TO SOLE MEMBER'S CERTIFICATE

FORMATION CERTIFICATE

See attached.

SMA 4/5/21

EXHIBIT 2 TO SOLE MEMBER'S CERTIFICATE

DE GOOD STANDING CERTIFICATE

See attached.

EVA 4/5/21

EXHIBIT 3 TO SOLE MEMBER'S CERTIFICATE

CONSENT

See attached.

MA 4/5/21