

Case No. 2024-00382  
Old Bridge Gas Utility LLC  
Response to Commission Staff's Second Request for Information

**Commission Staff 2-1:**

Refer to Joint Applicants' response to Commission Staff's First Request for Information (Staff's First Request), Item 1. Explain whether Ms. Sayers has any experience in the propane or gas industry, any managerial experience, or any trainings with regulated utilities.

**Response:** Tim Sayers will be responsible for the operation and management of the Old Bridge Gas Utility (the "utility"), Ms. Sayers will not have any managerial or operational role with the utility. Ms. Sayers does not have professional experience in the propane industry or in managing regulated utilities.

**Witness:** Tim Sayers

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**Commission Staff 2-2:**

Refer to Joint Applicants' response to Staff's First Request, Item 3.

- a. Explain what revenue stream the Joint Applicants will use to pay Russmar for its services.
- b. Provide the current contract between Russmar and CPS.

**Response:**

- a. CPS currently contracts with Russmar for utility support services, and the contract costs CPS \$5,000 per year. Old Bridge LLC intends to enter an identical contract with Russmar for the same services for the same price. Old Bridge Gas Utility LLC ("Old Bridge LLC") will use the revenue generated from rates to pay for Russmar's services as it is more than sufficient to pay for the services. Old Bridge LLC does not anticipate having to increase rates as a result of the continuation of the contract with Russmar.
- b. Please see attached Attachment 2-2 – CPS Contract with Russmar.

**Witness:** Tim Sayers



2371 Irvine Road, Richmond, KY 40475  
(TEL.) 859-623-0112 (FAX.) 859-626-0822  
A MEASURE OF EXCELLENCE IN UTILITY PROFESSIONAL SERVICES

Old Bridge Propane  
160 Sulfur Springs Road  
Lebanon, KY 40033

Attention; Tim Sayers

Russmar Utility Management currently provides certain professional services to Commercial Propane Service LLC for the propane utility system located in Boyle County, Kentucky. Old Bridge Gas Utility LLC has entered into an agreement to purchase substantially all of the assets of Commercial Propane Service in connection with the Old Bridge utility system. This purchase conditioned on the approval of the Kentucky Public Service Commission.

Beginning on the date that Old Bridge purchases the utility system from Commercial Propane, which is subject to PSC approval, (the "Closing Date") RussMar Utility Management will provide Old Bridge Propane with Professional Services for the three year period beginning on the Closing Date (includes: Annual Leak Survey, Annual Valve Inspection, 811 Locates, Odor Readings, Patrolling, Emergency Response & Operator Qualifications).

Total (Due on the Closing Date and the first and second anniversary of the Closing Date)  
.....\$5,000.00 per year

Submitted By:

**Shawn Martin, Owner**  
RussMar Utility Management

Date Signed: 2/7/2025

Accepted By:

**Tim Sayers, Owner**  
Old Bridge Propane

Date Signed: 2/7/25

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**Commission Staff 2-3:**

Refer to Joint Applicants response to Staff's First Request, Item 5a regarding the sentence, "[t]he balance for outstanding account receivables is insignificant".

- a. Provide the maximum dollar amount that constitutes an insignificant amount.
- b. Provide the current amount of revenue to be collected from outstanding accounts receivables.
- c. Provide, via percentage, the outstanding accounts receivable as compared to the total accounts receivables.

**Response:**

- a. Old Bridge LLC does not define insignificant by a maximum dollar amount. Old Bridge LLC's statement that the balance of outstanding accounts receivable was insignificant was meant to inform the Commission that outstanding customer bills are uncommon. The majority of the utility's customers pay their account balances via credit card. The utility charges customers' credit cards each month, which guarantees immediate payment to the utility and leaves few trailing accounts receivable. See the attached report for a complete listing of the Utility's accounts receivable.
- b. As of February 6, 2025, current uncollected revenue from outstanding accounts receivable totals \$10,100.84. These receivables are not yet past due. Accounts receivable which are over 30 days past due total \$2,370.94. No accounts receivable are over 90 days past due.
- c. The percentage of outstanding accounts receivable which are over 30 days past due as compared to the total accounts receivable is 19%. The outstanding accounts receivable

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which are over 30 days past due total \$2,370.94, and the total amount of outstanding accounts receivable is \$12,471.78.

See attached: Attachment 2-3 – Utility Accounts Receivable.

**Witness:** Tim Sayers

## Customer Aging Report

**CRITERIA:**

Company: Commercial Propane Service, LLC

Division: Old Bridge

Acct Status: 'Active', 'In Collection', 'Inactive', 'On Hold', 'Potential Customer', 'Terminated'

Cust #	Customer	Credit Balance	Current	30 Days	60 Days	90 Days	Over 120 Days	Balance	Telephone #
216	ALBRIGHT, CLAY	\$0.00	\$41.45	\$48.88	\$0.00	\$57.95	\$0.00	\$148.28	859-583-0521
524	ARAMBASICK, NICK	\$0.00	\$475.40	\$490.25	\$0.00	\$181.70	\$0.00	\$1,147.35	859-329-8220
59	BARON, JOHN	\$0.00	\$156.95	\$104.89	\$0.00	\$20.08	\$0.00	\$281.92	859-583-7500
1397	BASTIN, DAVID AND JUDY	\$0.00	\$150.93	\$67.93	\$0.00	\$0.00	\$0.00	\$218.86	859-583-6498
1447	BASTIN, SHANE	\$0.00	\$488.60	\$0.00	\$0.00	\$0.00	\$0.00	\$488.60	859-583-9644
53	CARVER, JEFF	\$0.00	\$779.83	\$0.00	\$0.00	\$0.00	\$0.00	\$779.83	859-806-0400
218	CASE, DANA	(\$100.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$-100.00	937-216-9676
49	COFFEY, KELLY	\$0.00	\$407.75	\$0.00	\$0.00	\$0.00	\$0.00	\$407.75	859-236-5948
38	COX, DOUG	\$0.00	\$508.40	\$0.00	\$0.00	\$0.00	\$0.00	\$508.40	859-936-5544
201	CRAIN, ALLAN	\$0.00	\$0.00	\$20.08	\$0.00	\$20.08	\$0.00	\$40.16	859-516-1434
1386	CUMMINS, JOHN & JOANN	\$0.00	\$506.75	\$0.00	\$0.00	\$0.00	\$0.00	\$506.75	760-409-7434
1227	DEAN, JAMI	\$0.00	\$36.50	\$46.40	\$0.00	\$0.00	\$0.00	\$82.90	606-669-7587
222	DONSELMAN, DONNIE	\$0.00	\$284.00	\$0.00	\$0.00	\$0.00	\$0.00	\$284.00	859-936-8610
60	EVANS, JOHN	\$0.00	\$31.55	\$29.98	\$0.00	\$180.22	\$0.00	\$241.75	859-238-7743
73	FRANKLIN-QUINN, MELODEE	\$0.00	\$637.10	\$0.00	\$0.00	\$0.00	\$0.00	\$637.10	859-936-5502
1116	HACKWORTH, DUANE & LESLIE	\$0.00	\$39.70	\$0.00	\$0.00	\$0.00	\$0.00	\$39.70	916-757-2888
46	HENDRICKS, JACK	\$0.00	\$124.78	\$0.00	\$0.00	\$0.00	\$0.00	\$124.78	859-494-3486
527	HILL, PATRICIA	\$0.00	\$260.90	\$23.96	\$0.00	\$0.00	\$0.00	\$284.86	859-236-2333
1042	JACKSON, JAY & GINGER	\$0.00	\$0.00	\$27.34	\$0.00	\$20.50	\$0.00	\$47.84	859-583-7188
1213	JEFFRIES, WILLIAM	\$0.00	\$280.70	\$0.00	\$0.00	\$0.00	\$0.00	\$280.70	859-319-4033
200	KEHOE, MIKE	\$0.00	\$316.18	\$0.00	\$0.00	\$0.00	\$0.00	\$316.18	859-236-1234
530	KNETSCHKE, ROBERT	\$0.00	\$67.03	\$0.00	\$0.00	\$0.00	\$0.00	\$67.03	859-583-2142
520	LUSTER, MICHAEL	\$0.00	\$369.72	\$0.00	\$0.00	\$87.73	\$0.00	\$457.45	859-265-0250
1147	LYNCH, JOHN	\$0.00	\$123.79	\$0.00	\$0.00	\$0.00	\$0.00	\$123.79	859-583-9214
207	MAY, BRENDA	\$0.00	\$385.48	\$0.00	\$0.00	\$0.00	\$0.00	\$385.48	859-608-1273
1070	MCKAY, LARESA	\$0.00	\$32.54	\$0.00	\$0.00	\$0.00	\$0.00	\$32.54	615-739-8568

Cust #	Customer	Credit Balance	Current	30 Days	60 Days	90 Days	Over 120 Days	Balance	Telephone #
209	MEADE, BRYAN	\$0.00	\$181.70	\$0.00	\$0.00	\$0.00	\$0.00	\$181.70	903-557-0857
54	MINTEER, JIM	(\$14.67)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$-14.67	859-236-8034
213	OWENS, CHARLIE	\$0.00	\$632.89	\$20.08	\$0.00	\$22.48	\$0.00	\$675.45	859-248-2420
1119	PATEL, AL	\$0.00	\$0.00	\$56.22	\$0.00	\$0.00	\$0.00	\$56.22	859-209-0389
55	PORTER, JIM	\$0.00	\$326.90	\$0.00	\$0.00	\$0.00	\$0.00	\$326.90	859-936-1972
208	REYNOLDS, BRIAN	\$0.00	\$350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$350.00	859-324-5114
66	SPENCER, KEITH	\$0.00	\$287.30	\$225.43	\$0.00	\$143.57	\$0.00	\$656.30	859-619-1741
1387	STEPHENS, TYLER	\$0.00	\$458.08	\$358.58	\$0.00	\$20.08	\$0.00	\$836.74	606-205-9644
1244	THACKER, TIFFANY	\$0.00	\$63.73	\$36.10	\$0.00	\$0.00	\$0.00	\$99.83	606-205-7181
206	THARP, BOB	\$0.00	\$240.28	\$175.10	\$0.00	\$0.00	\$0.00	\$415.38	859-699-5631
71	TOUCHSTONE, MARY BETH	\$0.00	\$345.88	\$0.00	\$0.00	\$0.00	\$0.00	\$345.88	281-224-8603
58	YOUNG, JOHN & DEBORAH	\$0.00	\$708.05	\$0.00	\$0.00	\$0.00	\$0.00	\$708.05	859-893-6287
38		(\$114.67)	\$10,100.84	\$1,731.22	\$0.00	\$754.39	\$0.00	\$12,471.78	
Deposit Total:		\$0.00							
Security Deposit Total:		\$0.00							

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**Commission Staff 2-4:**

Refer to Joint Applicants' response to Staff's First Request, Item 8.

a. Confirm whether Jared Sayers is related to Tim Sayers. If confirmed, explain the nature of relationship.

b. State whether any employees would be terminated as a result of this acquisition.

**Response:**

a. Jared Sayers is Tim Sayers' son.

b. No utility employees will be terminated because of the acquisition.

**Witness:** Tim Sayers



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**Commission Staff 2-5:**

Refer to Joint Applicants' response to Staff's First Request, Item 11 regarding the sentence "Old Bridge LLC will provide Utility customers a letter explaining the details of the Utility transfer upon Commission approval." Explain where Old Bridge Gas will receive the revenue to pay for customer notice.

**Response:** Upon Commission approval, Tim Sayers will personally pay for the customer notice to be sent to all utility customers to explain the details of the transaction. It is estimated that this will cost less than \$40.00. Old Bridge LLC will not expend any customer revenue to pay for the mailing.

**Witness:** Tim Sayers

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**Commission Staff 2-6:**

Refer to Joint Applicants' response to Staff's First Request, Item 12, regarding all bank loan agreements to be used in the purchasing of CPS by Old Bridge Gas.

- a. Provide a copy of all bank loan agreements related to the acquisition.
  - b. Explain how Old Bridge Gas will acquire the revenue required to pay the debt arising from the acquisition if the Commission approves Old Bridge Gas's purchase of CPS.
- In this response, explain whether these debts will be paid using the revenues obtained from customers.

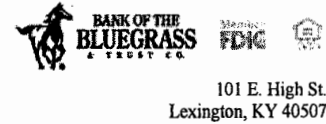
**Response:**

- a. Please see attached Bank Loan Agreement.
- b. Old Bridge LLC will repay the Bank of the Bluegrass loan with the revenue generated by the rates customers pay for the purchase of the propane. However, Old Bridge LLC does not anticipate having to increase rates as a result of the loan.

See attached: Attachment 2-6 – Bank Loan Agreement.

**Witness:** Tim Sayers

COMMERCIAL PROMISSORY NOTE



LOAN NUMBER	NOTE DATE	LOAN AMOUNT	LOAN TERM	LOAN START DATE	LOAN ENDORSEMENT
32644-15	October 31, 2024	• \$584,000.00	• 120 months	November 5, 2034	J. Miller Wilson
LOAN PURPOSE: TO PURCHASE EXISTING PROPANE COMPANY AND ALL ASSETS					

BORROWER INFORMATION

- SAYERS LPG LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954
- OLD BRIDGE GAS UTILITY LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

NOTE. This Commercial Promissory Note will be referred to in this document as the "Note."

LENDER. "Lender" means Bank of the Bluegrass & Trust Co. whose address is 101 E. High St., Lexington, Kentucky 40507, its successors and assigns.

BORROWER. "Borrower" means each person or legal entity who signs this Note.

PROMISE TO PAY. For value received, receipt of which is hereby acknowledged, on or before November 5, 2034 (the "Maturity Date"), the Borrower promises to pay the principal amount of Five Hundred Eighty-four Thousand and 00/100 Dollars (\$584,000.00) or such lesser amount as shall have been advanced by Lender, from time to time, to or on behalf of Borrower under the terms of this Note, and all interest on the outstanding principal balance and any other charges, including service charges, to the order of Lender at its office at the address noted above or at such other place as Lender may designate in writing. The Borrower will make all payments in lawful money of the United States of America.

- PAYMENT SCHEDULE. This Note will be paid according to the following schedule: 3 consecutive payments of interest only beginning on December 5, 2024 and continuing on the same day of each month thereafter. This will be followed by 116 consecutive payments of principal and interest beginning on March 5, 2025 and continuing on the same day of each month thereafter. The amount of the monthly payments shall be determined on the basis of an amortization period of 297 months beginning on March 5, 2025. One final balloon payment shall be due on the Maturity Date in an amount equal to the then unpaid principal and accrued and unpaid interest.

APPLICATION OF PAYMENTS. All payments received by the Lender from the Borrower for application to this Note may be applied to the Borrower's obligations under this Note in such order as determined by the Lender.

INTEREST.

- Interest Rate and Scheduled Payment Changes. Interest will begin to accrue on the date of this Note. The interest rate on this Note will be fixed at 7.250 % per annum.

Beginning on November 5, 2029, the interest rate calculation will change. The interest rate will adjust to the Wall Street Journal Prime rate index as quoted by the Federal Reserve on that date or next available business day Plus 0.250% with a floor of 6.375%. At the rate change, the outstanding principal balance will be re-amortized over 240 months. The principal and interest payments will adjust accordingly.

Compliance with Law. Nothing contained herein shall be construed as to require the Borrower to pay interest at a greater rate than the maximum allowed by law. If, however, from any circumstances, Borrower pays interest at a greater rate than the maximum allowed by law, the obligation to be fulfilled will be reduced to an amount computed at the highest rate of interest permissible under applicable law and if, for any reason whatsoever, Lender ever receives interest in an amount which would be deemed unlawful under applicable law, such interest shall be automatically applied to amounts owed, in Lender's sole discretion, or as otherwise allowed by applicable law.

Accrual Method. Interest on this Note is calculated on a 365/360 day basis. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

Default Rate. The unpaid balance of this loan shall, while any Event of Default exists under this Note or any other agreement related to the loan, be subject to a default rate of interest equal to Upon default, the interest rate on this Note shall be increased by adding an additional 2.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law., and after the Maturity Date, whether by acceleration or otherwise, shall be subject to a post-maturity rate of interest equal to Failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 2.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law..

LATE PAYMENT CHARGE. If any required payment is more than 10 days late, then at Lender's option, Lender will assess a late payment charge of 5% of the amount of the regularly scheduled payment then past due, subject to a minimum charge of \$1.00.

PREPAYMENT PENALTY. This Note is subject to a prepayment penalty. Payment of all unpaid principal, accrued and unpaid interest and all other fees then outstanding prior to the Maturity Date will result in a penalty that shall be equal to: 2% refinance penalty for refinancing at



~~300~~ 32644-15 Sayers

another bank during the first thirty-six (36) months, as the penalty will be calculated on the principal balance of the loan at the time of payoff. Penalty would not apply to the sale of property or from additional principal payments made with excess cash flow generated by the property or guarantors..

#### ADVANCES.

**General.** The Borrower and Lender agree that the Borrower may borrow up to the maximum amount of principal only one time. Subject to the terms of this Note and all of the related agreements, advances under this Note are obligatory. Regardless of the obligatory nature of this Note, principal advances will not be made to the Borrower if any of the following conditions exist:

- The maximum amount on this Note has been reached or is outstanding.
- Borrower has breached any of the terms, provisions, representations, requirements or promises contained in this Note, the Related Documents, or any other agreement.
- Borrower makes a request for an advance after the Maturity Date.
- The Note or any other agreement relating to the extension of credit is in default.
- The Lender has deemed itself insecure or there has been a material adverse change of conditions.
- The Lender is precluded by law from making the advance.

**Requests.** Advances under this Note may be requested orally or in writing by the Borrower or by an authorized person on behalf of the Borrower.

**Advance Amounts.** The initial advance will be in the amount of \$484,000.00.

**Limits on Advances.** The total of any advance requested and unpaid principal cannot exceed the available principal amount. The available principal amount refers to the principal amount minus the aggregate amount of outstanding advances.

**Account.** All advances will be charged to a loan account in Borrower's name on Lender's books, and the Lender shall debit in such account the amount of each advance made to, and credit to such account the amount of each repayment made by Borrower. The Lender shall provide to Borrower a monthly statement of Borrower's loan account, which shall be deemed to be correct, accepted by, and binding upon Borrower unless Lender receives a written statement of exception from Borrower within 10 days after such statement is furnished.

**SECURITY TO NOTE.** Security for this Note is granted pursuant to the following security document(s):

- Commercial Real Estate Mortgage dated October 31, 2024 made by REBECCA G SAYERS and TIMOTHY J SAYERS on real property located at 3660 HORSEMINT TRL, LEXINGTON KY 40509
- Commercial Real Estate Mortgage dated October 31, 2024 made by SAYERS LPG LLC on real property located at 160 SULPHUR SPRINGS RD, LEBANON KY 40033
- Commercial Security Agreement dated October 31, 2024 made by SAYERS LPG LLC on all business assets
- Assignment Of Life Insurance Policy dated October 31, 2024 from TIMOTHY J SAYERS on an insurance policy with Policy or Binder Number LF-4450-9283, Effective on October 11, 2024, Cash Value of \$500000, Face Value of \$500000
- Commercial Security Agreement dated October 31, 2024 made by OLD BRIDGE GAS UTILITY LLC on all business assets

**GUARANTY.** In support of this transaction, a Guaranty dated October 31, 2024 has been executed by TIMOTHY J SAYERS; and a Guaranty dated October 31, 2024 has been executed by REBECCA G SAYERS.

**SETOFF.** Borrower agrees and authorizes Lender to set off all of Borrower's accounts with or property held by Lender against any and all obligations owed by Borrower to Lender to the fullest extent allowed by law. This right extends to any and all of Borrower's current or future accounts or property with Lender, whether such accounts or property are held in Borrower's name alone or jointly with any other parties. This right does not extend to IRA, Keogh, or similar tax-deferred accounts maintained with Lender. Lender, or Lender's agents or affiliates, may exercise this right at any time. Lender will not be liable for, and Borrower agrees to hold Lender harmless from, any claim, fee, cost, or expense that arises as a result of Lender exercising this right of setoff. Borrower waives any right of setoff against Lender.

**DISHONORED ITEM FEE.** If Borrower makes a payment on the loan with a check or preauthorized charge which is later dishonored, a fee in the amount of \$30.00 will be charged.

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, mortgages, deeds of trust, deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments, and any other documents or agreements executed in connection with the indebtedness evidenced by this Note, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Note by reference thereto, with the same force and effect as if fully set forth herein.

**DEFAULT.** Upon the occurrence of any one of the following events (each, an "Event of Default" or "default" or "event of default"), Lender's obligations, if any, to make any advances will, at Lender's option, immediately terminate and Lender, at its option, may declare all indebtedness of Borrower to Lender under this Note immediately due and payable without further notice of any kind notwithstanding anything to the contrary in this Note or any other agreement: (a) Borrower's failure to make any payment on time or in the amount due; (b) any default by Borrower under the terms of this Note or any other Related Documents; (c) any default by Borrower under the terms of any other agreement between Lender and Borrower; (d) the death, dissolution, or termination of existence of Borrower or any guarantor; (e) Borrower is not paying Borrower's debts as such debts become due; (f) the commencement of any proceeding under bankruptcy or insolvency laws by or against Borrower or any guarantor or the appointment of a receiver; (g) any default under the terms of any other indebtedness of Borrower to any other creditor; (h) any writ of attachment, garnishment, execution, tax lien or similar instrument is issued against any collateral securing the loan, if any, or any of Borrower's property or any judgment is entered against Borrower or any guarantor; (i) any part of Borrower's business is sold to or merged with any other business, individual, or entity; (j) any representation or warranty made by Borrower to Lender in any of the Related Documents or any financial statement delivered to Lender proves to have been false in any material respect as of the time when made or given; (k) if any guarantor, or any other party to any Related Documents terminates, attempts to terminate or defaults under any such Related



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Documents; (l) Lender has deemed itself insecure or there has been a material adverse change of condition of the financial prospects of Borrower or any collateral securing the obligations owing to Lender by Borrower. Upon the occurrence of an event of default, Lender may pursue any remedy available under any Related Document, at law or in equity.

**GENERAL WAIVERS.** To the extent permitted by law, the Borrower severally waives any required notice of presentment, demand, acceleration, intent to accelerate, protest, and any other notice and defense due to extensions of time or other indulgence by Lender or to any substitution or release of collateral.

**NO WAIVER.** No failure or delay of Lender to exercise any right, remedy, power, or privilege hereunder shall affect that right, remedy, power, or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power, or privilege. No failure or delay to demand strict adherence to the terms of this Note shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Note. If Lender waives or delays enforcing a right, Lender may still enforce the same right later.

**JOINT AND SEVERAL LIABILITY.** The liability of all parties obligated in any manner under this Note shall be joint and several, to the extent of their respective obligations.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Note is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Note without invalidating the remainder of either the affected provision or this Note.

**SURVIVAL.** The rights and privileges of the Lender hereunder shall inure to the benefits of its successors and assigns, and this Note shall be binding on all heirs, executors, administrators, assigns, and successors of Borrower.

**ASSIGNABILITY.** Lender may assign, pledge or otherwise transfer this Note or any of its rights and powers under this Note without notice, with all or any of the obligations owing to Lender by Borrower, and in such event the assignee shall have the same rights as if originally named herein in place of Lender. Borrower may not assign this Note or any benefit accruing to it hereunder without the express written consent of the Lender.

**DUTY TO NOTIFY.** Borrower agrees to notify Lender if there is any change in the beneficial ownership information provided to Lender. Additionally, Borrower agrees to provide Lender with updated beneficial ownership information in the event there is any change in the beneficial ownership information provided to Lender.

**ORAL AGREEMENTS DISCLAIMER.** This Note represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**GOVERNING LAW.** This Note is governed by the laws of the state of Kentucky except to the extent that federal law controls.

**HEADING AND GENDER.** The headings preceding text in this Note are for general convenience in identifying subject matter, but have no limiting impact on the text which follows any particular heading. All words used in this Note shall be construed to be of such gender or number as the circumstances require.

**ATTORNEY'S FEES, COSTS, AND EXPENSES.** Borrower agrees to pay all of Lender's fees, costs, and expenses arising out of or related to the enforcement of this Note or the relationship between the parties. Included in the fees that Lender may recover from Borrower are the reasonable attorney's fees that Lender incurs, including all fees incurred in the course of representing Lender before, during, or after any lawsuit, arbitration, or other proceeding and those incurred in appeals, whether the issues arise out of contract, tort, bankruptcy, or any other area of law. Included in the costs and expenses which Lender may recover are all court, alternative dispute resolution or other collection costs, and all expenses incidental to perfecting Lender's security interests and liens, preserving the collateral (including payment of taxes and insurance), records searches, and expenses related to audits, inspection, and copying. All amounts Lender is entitled to recover shall accrue interest at the highest rate provided in any of the Related Documents from the date any such fee, cost, or expense is incurred.

**TRANSFERABLE RECORD.** Borrower agrees that this Note is intended to be and shall be treated as an effective, enforceable, and valid transferable record.

**WAIVER OF JURY TRIAL.** All parties to this Note hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Note or any other instrument, document or agreement executed or delivered in connection with this Note or the Related Documents.



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By signing this Note, Borrower acknowledges reading, understanding, and agreeing to all its provisions and receipt hereof.

SAYERS LPG LLC

• Timothy J Sayers 10/31/24  
By: TIMOTHY J SAYERS Date  
Its: Managing Member

• Rebecca G Sayers 10/31/24  
By: REBECCA G SAYERS Date  
Its: Member

OLD BRIDGE GAS UTILITY LLC

• Timothy J Sayers 10/31/24  
By: TIMOTHY J SAYERS Date  
Its: Managing Member

• Rebecca G Sayers 10/31/24  
By: REBECCA G SAYERS Date  
Its: Member



BUSINESS LOAN APPLICATION

Dated:  
August 22, 2024

NOTICE TO APPLICANT: IF YOU ARE MARRIED YOU  
MAY APPLY FOR A SEPARATE ACCOUNT.

☒ **JOINT CREDIT.** The applicants intend  
to apply for joint credit. (Please initial) \_\_\_\_\_

TO (LENDER)  
Bank of the Bluegrass & Trust Co.  
101 E. High St.  
  
Lexington KY, 40507

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**  
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.  
What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

<b>APPLICANT INFORMATION</b>		
Name OLD BRIDGE GAS UTILTIY LLC	Street Address 3660 HORSEMINT TRL	
City LEXINGTON	State KY	Zip Code 40509-2954
Foreign Country	Foreign Country- Street Address	
Foreign Country- City, State, Zip		
Telephone Number (859) 420-3772	Tax I.D. Number 994991268	
Type of Business	Type of Organization <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Limited Liability Company ("LLC")	
State and County Where Organized		Date Business Entity Started Or Date of Birth, If Indiv. or Sole Prop.

LIST: OWNERS, PARTNERS, MEMBERS, MANAGERS, OFFICERS, AS APPLICABLE

Name	Telephone Number	Social Security Number	
Street Address, City, State, Zip Code	Title	Date of Birth	% of Ownership
<input type="checkbox"/> Personal Financial Statement Enclosed		<input type="checkbox"/> Personal Credit Report Enclosed	
Foreign Country	Foreign Country- Street Address		
Foreign Country- City, State, Zip			
Name	Telephone Number	Social Security Number	
Street Address, City, State, Zip Code	Title	Date of Birth	% of Ownership
<input type="checkbox"/> Personal Financial Statement Enclosed		<input type="checkbox"/> Personal Credit Report Enclosed	
Foreign Country	Foreign Country- Street Address		
Foreign Country- City, State, Zip			
Name	Telephone Number	Social Security Number	
Street Address, City, State, Zip Code	Title	Date of Birth	% of Ownership
<input type="checkbox"/> Personal Financial Statement Enclosed		<input type="checkbox"/> Personal Credit Report Enclosed	
Foreign Country	Foreign Country- Street Address		
Foreign Country- City, State, Zip			
Name	Telephone Number	Social Security Number	
Street Address, City, State, Zip Code	Title	Date of Birth	% of Ownership
<input type="checkbox"/> Personal Financial Statement Enclosed		<input type="checkbox"/> Personal Credit Report Enclosed	
Foreign Country	Foreign Country- Street Address		
Foreign Country- City, State, Zip			

TYPE(S) OF LOAN(S) REQUESTED

<b>A</b>	Amount \$ 584,000.00	Repayment Program
	Purpose TO PURCHASE EXISTING PROPANE COMPANY AND ALL ASSETS	
<b>B</b>	Amount \$	Repayment Program
	Purpose	
<b>C</b>	Amount \$	Repayment Program
	Purpose	

### **LENDER'S APPROVAL**

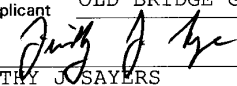

**(FOR LENDER'S USE ONLY)**

<b>LOAN DETAIL</b>							
Amount \$ 584,000.00	Type	Term 120 months	Rate	Closing Fee			
Amount \$	Type	Term	Rate	Closing Fee			
<b>LOAN FORMULA</b>							
S E C U R I T Y	<input type="checkbox"/> Accounts and Inventory	<input type="checkbox"/> Mortgages (Specify)	<input type="checkbox"/> Guarantees (Specify)	<input type="checkbox"/> Subordination of Debt (Specify)			
	<input type="checkbox"/> Equipment	<input type="checkbox"/> Loss Payable Clause	<input type="checkbox"/> Terminations Required (Specify)	<input type="checkbox"/> Discharges Required (Specify)			
	<input type="checkbox"/> Other						
<b>LOAN TO VALUE</b>							
REPORTING REQUIREMENTS:	<input type="checkbox"/> Monthly Accounts Receivable Agings <input type="checkbox"/> Annual Financial Statement		<input type="checkbox"/> Monthly Inventory Reports <input type="checkbox"/> Interim Financial Statements      Type: _____ Frequency: _____				
	Type: _____						
EXISTING RELATIONSHIP	CREDIT LINE USAGE HISTORY	High \$	Low \$	Average \$ Off			
	LOAN AND OVERDRAFT EXPERIENCE	<input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Review With Investigator					
Customer Identification Program (CIP) Record Information (Describe Additional Data Collected Pursuant to Institution's CIP) Applicant: _____							
<input type="checkbox"/> Applicant Information Collected and Verified in Accordance with CIP (initial) _____							
F I N A N C I A L  S T A T E M E N T  S U M M A R Y	Type of Statement						
	Period Ended						
	Number of Months						
	Current Assets (\$000)						
	Current Liabilities (\$000)						
	Working Capital (\$000)						
	Total Liabilities (\$000)						
	Net Worth (\$000)						
	Sales (\$000)						
	Net Profit (\$000)						
	Gross Profit Margin (%)						
	Current Ratio (X)						
	Debt to Worth + Subdebt (X)						
	Receivable Turnover (days)						
	Inventory Turnover (days)						
ACCOUNTS RECEIVABLE AGING DATE		Total	Current	31 - 60	61 - 90	Over 90	Retentions
	(%)	100					
<b>DISBURSEMENT NUMBER</b>							
CHECK NUMBER		AMOUNT		PAYABLE TO			
(1)		\$					
(2)		\$					
(3)		\$					
(4)		\$					
NET PROCEEDS							
INTERVIEWER _____				CLOSED BY _____			
INVESTIGATOR _____				REVIEWED BY _____			
DECISION BY _____				OFFICE OR BRANCH 2			
DISCOUNTED BY _____				TYPE CODE _____ OFFICER CODE _____			



## BUSINESS FINANCIAL STATEMENT

ASSETS		LIABILITIES AND CAPITAL	
Cash on Hand and in Banks	\$	Notes Payable: Banks	\$
Listed Securities (Schedule A)		Notes Payable: Others	
Accounts and Notes Receivable:		Current Portion: Long Term Debt	
Accounts: Current		Accounts Payable	
Accounts: Past Due (Over 90 Days)		Dividends Payable	
Notes		Reserve for Federal Taxes	
<b>TOTAL</b> ▶	\$	Accrued Expenses	
Less Reserve for Doubtful Accounts			
Inventory:			
Raw Materials			
Work in Process			
Finished Stock		Other	
Life Insurance: Cash Surrender Value		Loans on Life Insurance	
<b>TOTAL CURRENT ASSETS</b> ▶	\$	<b>TOTAL CURRENT LIABILITIES</b> ▶	\$
Land and Buildings (Schedule B):		Bonded Debt	
Land		Mortgages Payable	
Buildings		Long Term Debt	
Less Depreciation		Other	
Machinery and Equipment			
Less Depreciation			
Receivables: Officers & Employees (Schedule C)			
Unlisted Securities (Schedule A)		<b>TOTAL LIABILITIES</b> ▶	\$
Due from Subsidiaries & Affiliates (Schedule D)		Treasury Stock	
		Capital Stock: Common	
		Additional Capital Contributed	
		Retained Earnings	
Other			
		Net Worth (Proprietorship or Partnership)	
<b>TOTAL ASSETS</b> ▶	\$	<b>TOTAL LIABILITIES AND NET WORTH</b> ▶	\$
Are your books audited by a CPA? <input type="checkbox"/> Yes <input type="checkbox"/> No	Audited By	Date of Last Audit	
Inventories Above Are: <input type="checkbox"/> Actual <input type="checkbox"/> Estimated	Inventoried By	Date of Inventory	
Is this a sub chapter "S" Corporation? <input type="checkbox"/> Yes <input type="checkbox"/> No	Rate of Depreciation Charged Against Buildings %	Rate of Depreciation Charged Against Machinery and Equipment %	
Are Any of Your Assets Pledged as Collateral for Loans, Advances or Other Liabilities? <input type="checkbox"/> Yes <input type="checkbox"/> No			
State Details (include description of property, name of creditor, original amount of credit, amount owing)			
<b>PROFIT AND LOSS STATEMENT</b>		<b>RECONCILIATION OF SURPLUS OR NET WORTH</b>	
FROM TO	\$	FROM TO	\$
Net Sales for Period		Surplus or Net Worth on	
Less Cost of Goods Sold		Additions:	
Gross Profit		Net Profit for Period	
Expenses:			
Salaries: Officers			
Salaries: Employees			
Taxes (excl. Income Tax)		<b>TOTAL ADDITIONS</b> ▶	\$
Bad Debts		Deductions:	
Depreciation		Net Loss for Period	
Other Expenses		Cash Dividend Paid	
Net Profit or Loss from Operations		Stock Dividend Paid	
Other Income from Business			
Net Profit or Loss (Before Income Tax)			
Income Tax		<b>TOTAL DEDUCTIONS</b> ▶	\$
Net Profit or Loss	\$	Surplus or Net Worth on Statement	\$

EXISTING RELATIONSHIP SUMMARY (\$000)				
Customer Since:		Applicant	Related (Affiliate, Principals, etc.)	Total
Checking Account Balances				
Savings, Time and Certificate Balances				
General Loan Balance	Committed			
	Outstanding			
Installment Loan Balance	Committed			
	Outstanding			
Mortgage Loan Balances				
Open Letters of Credit				
ASSET SCHEDULES				
SCHEDULE A - STOCKS AND BONDS				
Name of Issuing Corporation and Type of Security		No. of Shares (If Stock) Face Value (If Bonds)	Registered in Name of	Market Value
Listed				\$
Unlisted				
SCHEDULE B - LAND AND BUILDINGS				
Description and Location	Owner of Record	Purchase Price	Present Value	Owing on Mortgage or Contract
		\$	\$	\$
SCHEDULE C - RECEIVABLES DUE FROM OFFICERS AND EMPLOYEES				
Name	Position	Amount	Original Date	Maturity
		\$		
		\$		
SCHEDULE D - DUE FROM SUBSIDIARIES AND AFFILIATES				
Name	Address	For Advances	Terms	For Merchandise
		\$		\$
		\$		\$
CONTINGENT LIABILITIES				
Discounted Notes Receivable	\$	Notes Exchanged with Others		\$
Accommodation Paper		Actual or Threatened Litigation		
Endorsements for Others		As Guarantor or Bondsman		
Leases		Other Than Specified		
INSURANCE CARRIED				
Plant and Equipment Insurance	\$	Life Insurance Payable To:		\$
Merchandise Insurance		Liability Insurance		
Use and Occupancy Insurance		Liability Insurance		
<p>The information contained in this application is provided for the purpose of obtaining business (non-consumer) credit with the Lender on behalf of the undersigned. It is understood Lender will rely on the information provided in making its credit decision. The undersigned warrants and represents the information herein submitted is true and correct in all respects and Lender may consider this representation continuing until written notice to the contrary is received by the Lender from the undersigned. The Lender is authorized to make all inquiries it deems necessary to verify the accuracy of the statements herein made, or in its discretion, to further determine the undersigned's credit standing, or the credit standing of any general partner or LLC member/manager. The Lender is hereby authorized to answer any questions from third parties concerning the undersigned's experience with the Lender. Each applicant hereunder specifically consents and authorizes FinCEN to disclose applicant's beneficial ownership information to Lender for use in accordance and for compliance with applicable law.</p>				
SIGNATURES				
Name of Applicant OLD BRIDGE GAS UTILTIY LLC				
By	X		10/31/24	Date
		TIMOTHY JSAYERS		
Its		Managing Member		
By	X		10/31/24	Date
		REBECCA G SAYERS		
Its		Member		
By	X			Date
Its				Date

BUSINESS LOAN APPLICATION

Dated: August 22, 2024	NOTICE TO APPLICANT: IF YOU ARE MARRIED YOU MAY APPLY FOR A SEPARATE ACCOUNT.
<input checked="" type="checkbox"/> JOINT CREDIT. The applicants intend to apply for joint credit. (Please initial) _____	

TO (LENDER) Bank of the Bluegrass & Trust Co. 101 E. High St.  Lexington KY, 40507
--

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**  
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.  
What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

<b>APPLICANT INFORMATION</b>		
Name SAYERS LPG LLC	Street Address 3660 HORSEMINT TRL	
City LEXINGTON	State KY	Zip Code 40509-2954
Foreign Country	Foreign Country- Street Address	
Foreign Country- City, State, Zip		
Telephone Number (859) 420-3772	Tax I.D. Number 994587781	
Type of Business	Type of Organization <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Limited Liability Company ("LLC")	
State and County Where Organized		Date Business Entity Started Or Date of Birth, If Indiv. or Sole Prop.

<b>LIST: OWNERS, PARTNERS, MEMBERS, MANAGERS, OFFICERS, AS APPLICABLE</b>			
Name	Telephone Number	Social Security Number	
Street Address, City, State, Zip Code	Title	Date of Birth	% of Ownership
<input type="checkbox"/> Personal Financial Statement Enclosed		<input type="checkbox"/> Personal Credit Report Enclosed	
Foreign Country	Foreign Country- Street Address		
Foreign Country- City, State, Zip			
Name	Telephone Number	Social Security Number	
Street Address, City, State, Zip Code	Title	Date of Birth	% of Ownership
<input type="checkbox"/> Personal Financial Statement Enclosed		<input type="checkbox"/> Personal Credit Report Enclosed	
Foreign Country	Foreign Country- Street Address		
Foreign Country- City, State, Zip			
Name	Telephone Number	Social Security Number	
Street Address, City, State, Zip Code	Title	Date of Birth	% of Ownership
<input type="checkbox"/> Personal Financial Statement Enclosed		<input type="checkbox"/> Personal Credit Report Enclosed	
Foreign Country	Foreign Country- Street Address		
Foreign Country- City, State, Zip			
Name	Telephone Number	Social Security Number	
Street Address, City, State, Zip Code	Title	Date of Birth	% of Ownership
<input type="checkbox"/> Personal Financial Statement Enclosed		<input type="checkbox"/> Personal Credit Report Enclosed	
Foreign Country	Foreign Country- Street Address		
Foreign Country- City, State, Zip			

<b>TYPE(S) OF LOAN(S) REQUESTED</b>		
<b>A</b>	Amount \$ 584,000.00	Repayment Program Purpose TO PURCHASE EXISTING PROPANE COMPANY AND ALL ASSETS
<b>B</b>	Amount \$	Repayment Program Purpose
<b>C</b>	Amount \$	Repayment Program Purpose

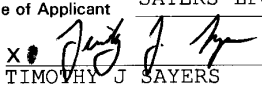

LENDER'S APPROVAL

(FOR LENDER'S USE ONLY)

<b>LOAN DETAIL</b>							
Amount \$ 584,000.00		Type	Term 120 months		Rate		Closing Fee
Amount \$		Type	Term		Rate		Closing Fee
<b>LOAN FORMULA</b>							
<b>SECURITY</b>	<input type="checkbox"/> Accounts and Inventory <input type="checkbox"/> Mortgages (Specify) <input type="checkbox"/> Guarantees (Specify) <input type="checkbox"/> Subordination of Debt (Specify)						
	<input type="checkbox"/> Equipment <input type="checkbox"/> Loss Payable Clause <input type="checkbox"/> Terminations Required (Specify) <input type="checkbox"/> Discharges Required (Specify)						
	<input type="checkbox"/> Other						
<b>LOAN TO VALUE</b>							
<b>REPORTING REQUIREMENTS:</b>		<input type="checkbox"/> Monthly Accounts Receivable Agings <input type="checkbox"/> Monthly Inventory Reports <input type="checkbox"/> Annual Financial Statement <input type="checkbox"/> Interim Financial Statements      Type:      Frequency:					
		Type:					
<b>EXISTING RELATIONSHIP</b>	<b>CREDIT LINE USAGE HISTORY</b>	High \$	Low \$	Average \$	Off		
	<b>LOAN AND OVERDRAFT EXPERIENCE</b>	<input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Review With Investigator					
Customer Identification Program (CIP) Record Information (Describe Additional Data Collected Pursuant to Institution's CIP)							
Applicant:							
<input type="checkbox"/> Applicant Information Collected and Verified in Accordance with CIP (initial) _____							
<b>FINANCIAL STATEMENT SUMMARY</b>	Type of Statement						
	Period Ended						
	Number of Months						
	Current Assets (\$000)						
	Current Liabilities (\$000)						
	Working Capital (\$000)						
	Total Liabilities (\$000)						
	Net Worth (\$000)						
	Sales (\$000)						
	Net Profit (\$000)						
	Gross Profit Margin (%)						
	Current Ratio (X)						
	Debt to Worth + Subdebt (X)						
	Receivable Turnover (days)						
	Inventory Turnover (days)						
<b>ACCOUNTS RECEIVABLE AGING DATE</b>		Total	Current	31 - 60	61 - 90	Over 90	Retentions
	(\$000)						
	(%)	100					
<b>CLOSING STATEMENT</b>	<b>DISBURSEMENT NUMBER</b>						
	<b>CHECK NUMBER</b>		<b>AMOUNT</b>		<b>PAYABLE TO</b>		
	(1)		\$				
	(2)		\$				
	(3)		\$				
	(4)		\$				
	<b>NET PROCEEDS</b>						
<b>SIGNATURES</b>	INTERVIEWER _____			CLOSED BY _____			
	INVESTIGATOR _____			REVIEWED BY _____			
	DECISION BY _____			OFFICE OR BRANCH 2 _____			
	DISCOUNTED BY _____			TYPE CODE _____ OFFICER CODE _____			

## BUSINESS FINANCIAL STATEMENT

ASSETS		LIABILITIES AND CAPITAL	
Cash on Hand and in Banks	\$	Notes Payable: Banks	\$
Listed Securities (Schedule A)		Notes Payable: Others	
Accounts and Notes Receivable:		Current Portion: Long Term Debt	
Accounts: Current		Accounts Payable	
Accounts: Past Due (Over 90 Days)		Dividends Payable	
Notes		Reserve for Federal Taxes	
<b>TOTAL</b>	\$	Accrued Expenses	
Less Reserve for Doubtful Accounts			
Inventory:			
Raw Materials			
Work in Process			
Finished Stock		Other	
Life Insurance: Cash Surrender Value		Loans on Life Insurance	
<b>TOTAL CURRENT ASSETS</b>	\$	<b>TOTAL CURRENT LIABILITIES</b>	\$
Land and Buildings (Schedule B):		Bonded Debt	
Land		Mortgages Payable	
Buildings		Long Term Debt	
Less Depreciation		Other	
Machinery and Equipment			
Less Depreciation			
Receivables: Officers & Employees (Schedule C)			
Unlisted Securities (Schedule A)		<b>TOTAL LIABILITIES</b>	\$
Due from Subsidiaries & Affiliates (Schedule D)		Treasury Stock	
		Capital Stock: Common	
		Additional Capital Contributed	
		Retained Earnings	
Other			
		Net Worth (Proprietorship or Partnership)	
<b>TOTAL ASSETS</b>	\$	<b>TOTAL LIABILITIES AND NET WORTH</b>	\$
Are your books audited by a CPA? <input type="checkbox"/> Yes <input type="checkbox"/> No	Audited By		Date of Last Audit
Inventories Above Are: <input type="checkbox"/> Actual <input type="checkbox"/> Estimated	Inventoried By		Date of Inventory
Is this a sub chapter "S" Corporation? <input type="checkbox"/> Yes <input type="checkbox"/> No	Rate of Depreciation Charged Against Buildings %	Rate of Depreciation Charged Against Machinery and Equipment %	
Are Any of Your Assets Pledged as Collateral for Loans, Advances or Other Liabilities? <input type="checkbox"/> Yes <input type="checkbox"/> No			
State Details (include description of property, name of creditor, original amount of credit, amount owing)			
PROFIT AND LOSS STATEMENT		RECONCILIATION OF SURPLUS OR NET WORTH	
FROM TO	\$	FROM TO	\$
Net Sales for Period		Surplus or Net Worth on	
Less Cost of Goods Sold		Additions:	
Gross Profit		Net Profit for Period	
Expenses:			
Salaries: Officers			
Salaries: Employees			
Taxes (excl. Income Tax)		<b>TOTAL ADDITIONS</b>	\$
Bad Debts		Deductions:	
Depreciation		Net Loss for Period	
Other Expenses		Cash Dividend Paid	
Net Profit or Loss from Operations		Stock Dividend Paid	
Other Income from Business			
Net Profit or Loss (Before Income Tax)			
Income Tax		<b>TOTAL DEDUCTIONS</b>	\$
Net Profit or Loss	\$	Surplus or Net Worth on Statement	\$

EXISTING RELATIONSHIP SUMMARY (\$000)						
Customer Since:	Applicant	Related (Affiliate, Principals, etc.)	Total			
Checking Account Balances						
Savings, Time and Certificate Balances						
General Loan Balance	Committed					
	Outstanding					
Installment Loan Balance	Committed					
	Outstanding					
Mortgage Loan Balances						
Open Letters of Credit						
ASSET SCHEDULES						
SCHEDULE A - STOCKS AND BONDS						
Name of Issuing Corporation and Type of Security	No. of Shares (If Stock) Face Value (If Bonds)	Registered in Name of	Market Value	Portion Pledged		
Listed			\$			
Unlisted						
SCHEDULE B - LAND AND BUILDINGS						
Description and Location	Owner of Record	Purchase Price	Present Value	Owing on Mortgage or Contract	Holder of Mortgage or Contract	Monthly Rent
		\$	\$	\$		\$
SCHEDULE C - RECEIVABLES DUE FROM OFFICERS AND EMPLOYEES						
Name	Position	Amount	Original Date	Maturity	How Secured	
		\$				
		\$				
SCHEDULE D - DUE FROM SUBSIDIARIES AND AFFILIATES						
Name	Address	For Advances	Terms	For Merchandise	Terms	
		\$		\$		
		\$		\$		
CONTINGENT LIABILITIES						
Discounted Notes Receivable	\$	Notes Exchanged with Others			\$	
Accommodation Paper		Actual or Threatened Litigation				
Endorsements for Others		As Guarantor or Bondsman				
Leases		Other Than Specified				
INSURANCE CARRIED						
Plant and Equipment Insurance	\$	Life Insurance Payable To:			\$	
Merchandise Insurance		Liability Insurance				
Use and Occupancy Insurance		Liability Insurance				
<p>The information contained in this application is provided for the purpose of obtaining business (non-consumer) credit with the Lender on behalf of the undersigned. It is understood Lender will rely on the information provided in making its credit decision. The undersigned warrants and represents the information herein submitted is true and correct in all respects and Lender may consider this representation continuing until written notice to the contrary is received by the Lender from the undersigned. The Lender is authorized to make all inquiries it deems necessary to verify the accuracy of the statements herein made, or in its discretion, to further determine the undersigned's credit standing, or the credit standing of any general partner or LLC member/manager. The Lender is hereby authorized to answer any questions from third parties concerning the undersigned's experience with the Lender. Each applicant hereunder specifically consents and authorizes FinCEN to disclose applicant's beneficial ownership information to Lender for use in accordance and for compliance with applicable law.</p>						
SIGNATURES						
Name of Applicant SAYERS LPG LLC						
By	X		10/3/24	By	X	
		TIMOTHY J SAYERS	Date			REBECCA G SAYERS
Its	Managing Member			Its	Member	
By	X		Date	By	X	
Its				Its		



## Life Policy Information

Policy number	LF-4450-9283
Principal Insured	TIM SAYERS
Plan	Select Term-10
Policy record status	Premium Paying
Policy date	Oct 11, 2024
Address	3660 HORSEMINT TRL LEXINGTON, KY 40509-2954

Show All | Hide

All

### Coverage

Basic Plan	
Basic plan amount	\$500,000.00
Effective date	Oct 11, 2024 at age 49
Plan	Select Term-10
No Benefits Present	
No Riders Present	

### Customer

Principal Insured	
Owner	
Collateral Assignee	
What is Collateral Assignee	
Name	BANK OF THE BLUEGRASS & TRUST
Address	COMPANY 101 E HIGH ST LEXINGTON, KY 40507-1407

LifePolicyInfo

<https://life.statefarm.com/pvc/life/pages/lifeviewpolicy?>

**Billing**

---

**Values**

---

**Beneficiary**

---

**Your Agent**



**Bethany Hicks**

1050 Chinoe Road  
Lexington, KY 40502-6571  
**Office Hours(EST):**  
Monday - Friday 9am-5:30pm  
Evenings by appointment  
Saturday by appointment



For additional information or to make changes to your policy, contact your State Farm agent.

The information presented in this document is not a statement of coverage or a policy. Recent changes to the policy may not be reflected. If you have any questions about this information, or your policy, please contact your State Farm agent for assistance.

Life insurance and annuities issued by:  
State Farm Life Insurance Company  
(Not Licensed in Massachusetts, New York or Wisconsin)  
State Farm Life and Accident Assurance Company  
(Licensed in New York and Wisconsin)  
Home Offices: Bloomington, Illinois



Like a good neighbor, State Farm is there.®

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- File a Claim
- Get Roadside Assistance

Quick links

- Pay Insurance Bill
- Enroll in Autopay
- Go Paperless
- Get Insurance ID Card
- Business to Business

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- Community Involvement
- Environmental Sustainability
- Innovation & Research
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Careers

- Careers at State Farm
- Diversity & Inclusion
- Retirees

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LifePolicyInfo

<https://life.statefarm.com/pvc/life/pages/lifeviewpolicy?>

- X

Flickr
- Instagram

YouTube
- About our Ads

Accessibility
- Privacy

Site Map
- Security & Fraud
- Terms of Use
- Do Not Sell or Share My Personal Information (CA residents only)
- WA My Health Notice (consumer/customer)
- WA My Health Notice (B2B/Agent/job applicant)

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P.O. Box 2364  
BLOOMINGTON IL 61702-2364

October 23, 2024

BANK OF THE BLUEGRASS & TRUST  
Company  
101 E High St  
LEXINGTON KY 40507-1407

State Farm Life  
Insurance Company  
P.O. Box 2364  
BLOOMINGTON IL 61702-2364

Assignee

Policy: LF-4450-9283      Insured: Tim Sayers  
Owner: Tim Sayers

We processed the request to add the collateral assignment to this policy. A copy of the recorded assignment will be included in the assignee's copy of this letter. We are not a party to any assignment or release and do not assume any responsibility for its validity or effect.

Please let us know when an interest in the assignment is no longer present. Please also notify us if the assignee name changes or the assignment is transferred to another assignee.

Only one copy of the policy contract is allowed. If the assignee requires a copy, the policy owner must generate a copy of their policy contract for the assignee.

We appreciate the opportunity to be of service to you.

Beneficiary & Ownership Team

EMC

AGREEMENT TO PROVIDE INSURANCE



101 E. High St.  
Lexington, KY 40507

LOAN NUMBER	AGREEMENT DATE	Loan Officer
32644-15	October 31, 2024	J. Miller Wilson

BORROWER INFORMATION

SAYERS LPG LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

OLD BRIDGE GAS UTILTIY LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

COLLATERAL OWNER INFORMATION

OLD BRIDGE GAS UTILTIY LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

INSURANCE COMPANY INFORMATION

American Summit Insurance Co.  
510 N Valley Mills Drive, Suite 202  
Waco, TX 76710-6076  
Phone: (800)749-6419

AGENCY INFORMATION

PT Risk Management Ins. Svcs.  
10621 South 51st Street, Suite 101  
Phoenix, AZ 85044-1741  
Phone: (480)893-8228

**SINGULAR AND PLURAL TERMS.** In the provisions hereof, the use of the terms "Borrower," "Collateral Owner" and "Policy" shall be construed in the singular and plural whether or not there are one or more borrowers, collateral owners or policies; whenever used, the singular shall include the plural, the plural, the singular.

**GENERAL TERMS AND PROVISIONS.** The Borrower has entered into a credit transaction with Bank of the Bluegrass & Trust Co. whose address is 101 E. High St., Lexington, Kentucky 40507 ("Lender"), in conjunction with which collateral owned by the Collateral Owner was pledged as security. The Borrower and Collateral Owner are required to keep and maintain insurance coverage on the collateral identified in the Insured Collateral Information section for the entire term of the loan. Borrower and Collateral Owner have arranged for the required insurance through American Summit Insurance Co. and will instruct its Agent to send to Lender notice of any change in coverage or cancellation of the Policy at least 30 days prior to such change or cancellation. Borrower and Collateral Owner further understand that the insurance policy must name Lender as loss payee or at Lender's request, as mortgagee.

If for any reason the Borrower and Collateral Owner fail to maintain such insurance, Lender may, in its sole discretion, secure insurance to protect its interest and may add the premium and any financing charge to Borrower's loan balance. Borrower and Collateral Owner acknowledge that this insurance does not provide bodily injury and property damage liability insurance coverage, and does not comply with any financial responsibility or no-fault insurance laws.

**INSURED COLLATERAL INFORMATION.** The Borrower and Collateral Owner agree to insure the following collateral with the coverages indicated:

- **All Assets** with the following description: All Assets  
Policy or Binder Number: AEAS011000016900  
Effective Dates of Policy: October 31, 2024 to October 31, 2025  
Type of Coverage:



By signing this Agreement to Provide Insurance, the Borrower and Collateral Owner acknowledge reading, understanding, and agreeing to all its provisions.

SAYERS LPG LLC

• *Timothy J Sayers* 10/31/24  
By: TIMOTHY J SAYERS Date  
Its: Managing Member

\* *Rebecca G Sayers* 10/31/24  
By: REBECCA G SAYERS Date  
Its: Member

OLD BRIDGE GAS UTILITY LLC

• *Timothy J Sayers* 10/31/24  
By: TIMOTHY J SAYERS Date  
Its: Managing Member

\* *Rebecca G Sayers* 10/31/24  
By: REBECCA G SAYERS Date  
Its: Member



AGREEMENT TO PROVIDE INSURANCE



101 E. High St.  
Lexington, KY 40507

LOAN NUMBER	AGREEMENT DATE	Loan Officer
32644-15	October 31, 2024	J. Miller Wilson

BORROWER INFORMATION

SAYERS LPG LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

OLD BRIDGE GAS UTILITY LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

COLLATERAL OWNER INFORMATION

SAYERS LPG LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

INSURANCE COMPANY INFORMATION

American Summit Insurance Co.  
510 N Valley Mills Drive, Suite 202  
Waco, TX 76710-6076  
Phone: (800)749-6419

AGENCY INFORMATION

PT Risk Management Ins. Svcs.  
10621 South 51st Street, Suite 101  
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Phone: (480)893-8228

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**INSURED COLLATERAL INFORMATION.** The Borrower and Collateral Owner agree to insure the following collateral with the coverages indicated:

- **All Assets** with the following description: All Assets  
Policy or Binder Number: AEAS011000016900  
Effective Dates of Policy: October 31, 2024 to October 31, 2025  
Type of Coverage:



By signing this Agreement to Provide Insurance, the Borrower and Collateral Owner acknowledge reading, understanding, and agreeing to all its provisions.

OLD BRIDGE GAS UTILITY LLC

• Timothy J. Sayers 10/31/24  
By: TIMOTHY J SAYERS Date  
Its: Managing Member

• Rebecca G Sayers 10/31/24  
By: REBECCA G SAYERS Date  
Its: Member

SAYERS LPG LLC

• Timothy J. Sayers 10/31/24  
By: TIMOTHY J SAYERS Date  
Its: Managing Member

• Rebecca G Sayers 10/31/24  
By: REBECCA G SAYERS Date  
Its: Member



## AGREEMENT TO PROVIDE INSURANCE



101 E. High St.  
Lexington, KY 40507

LOAN NUMBER	AGREEMENT DATE	Loan Officer
32644-15	October 31, 2024	J. Miller Wilson

### BORROWER INFORMATION

SAYERS LPG LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

OLD BRIDGE GAS UTILTIY LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

### COLLATERAL OWNER INFORMATION

TIMOTHY J SAYERS  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

REBECCA G SAYERS  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

### INSURANCE COMPANY INFORMATION

State Farm Fire and Casualty Company  
PO Box 88049  
Atlanta, GA 30356-9901

### AGENCY INFORMATION

Bethany Hicks State Farm  
1050 Chinoe Road Suite 100  
Lexington, KY 40502-6571  
Phone: (859)264-0246

**SINGULAR AND PLURAL TERMS.** In the provisions hereof, the use of the terms "Borrower," "Collateral Owner" and "Policy" shall be construed in the singular and plural whether or not there are one or more borrowers, collateral owners or policies; whenever used, the singular shall include the plural, the plural, the singular.

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If for any reason the Borrower and Collateral Owner fail to maintain such insurance, Lender may, in its sole discretion, secure insurance to protect its interest and may add the premium and any financing charge to Borrower's loan balance. Borrower and Collateral Owner acknowledge that this insurance does not provide bodily injury and property damage liability insurance coverage, and does not comply with any financial responsibility or no-fault insurance laws.

**INSURED COLLATERAL INFORMATION.** The Borrower and Collateral Owner agree to insure the following collateral with the coverages indicated:

- **Real Property** located at 3660 HORSEMINT TRL, LEXINGTON, Kentucky 40509  
Policy or Binder Number: 17-B5-K831-7  
Effective Dates of Policy: April 29, 2024 to April 29, 2025  
Type of Coverage:





By signing this Agreement to Provide Insurance, the Borrower and Collateral Owner acknowledge reading, understanding, and agreeing to all its provisions.

SAYERS LPG LLC

• Timothy J. Sayers 10/31/24  
By: TIMOTHY J SAYERS Date  
Its: Managing Member

• Rebecca G. Sayers 10/31/24  
By: REBECCA G SAYERS Date  
Its: Member

OLD BRIDGE GAS UTILITY LLC

• Timothy J. Sayers 10/31/24  
By: TIMOTHY J SAYERS Date  
Its: Managing Member

• Rebecca G. Sayers 10/31/24  
By: REBECCA G SAYERS Date  
Its: Member

• Timothy J. Sayers 10/31/24  
TIMOTHY J SAYERS Date  
Individually

• Rebecca G. Sayers 10/31/24  
REBECCA G SAYERS Date  
Individually



### Amortization Schedule

TRANSACTION DATE	LOAN AMOUNT	LOAN TERM	INTEREST RATE	ACCOUNT NUMBER
October 31, 2024	\$584,000.00	10 years	7.250%	32644-15

#### PRIMARY BORROWER

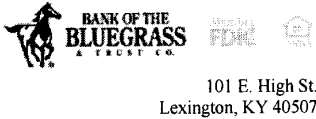
SAYERS LPG LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

Payment Number	Payment Month/ Year	Total Payment Amount	Interest	Principal	Principal Balance
1	12/24	\$4,116.39	\$4,116.39	\$0.00	\$584,000.00
2	01/25	\$3,645.94	\$3,645.94	\$0.00	\$584,000.00
3	02/25	\$3,645.94	\$3,645.94	\$0.00	\$584,000.00
4	03/25	\$4,273.02	\$3,293.11	\$979.91	\$583,020.09
5	04/25	\$4,273.02	\$3,639.83	\$633.19	\$582,386.90
6	05/25	\$4,273.02	\$3,518.59	\$754.43	\$581,632.47
7	06/25	\$4,273.02	\$3,631.16	\$641.86	\$580,990.61
8	07/25	\$4,273.02	\$3,510.15	\$762.87	\$580,227.74
9	08/25	\$4,273.02	\$3,622.39	\$650.63	\$579,577.11
10	09/25	\$4,273.02	\$3,618.33	\$654.69	\$578,922.42
11	10/25	\$4,273.02	\$3,497.66	\$775.36	\$578,147.06
12	11/25	\$4,273.02	\$3,609.40	\$663.62	\$577,483.44
13	12/25	\$4,273.02	\$3,488.96	\$784.06	\$576,699.38
14	01/26	\$4,273.02	\$3,600.37	\$672.65	\$576,026.73
15	02/26	\$4,273.02	\$3,596.17	\$676.85	\$575,349.88
16	03/26	\$4,273.02	\$3,244.33	\$1,028.69	\$574,321.19
17	04/26	\$4,273.02	\$3,585.52	\$687.50	\$573,633.69
18	05/26	\$4,273.02	\$3,465.70	\$807.32	\$572,826.37
19	06/26	\$4,273.02	\$3,576.19	\$696.83	\$572,129.54
20	07/26	\$4,273.02	\$3,456.62	\$816.40	\$571,313.14
21	08/26	\$4,273.02	\$3,566.74	\$706.28	\$570,606.86
22	09/26	\$4,273.02	\$3,562.33	\$710.69	\$569,896.17
23	10/26	\$4,273.02	\$3,443.12	\$829.90	\$569,066.27
24	11/26	\$4,273.02	\$3,552.71	\$720.31	\$568,345.96
25	12/26	\$4,273.02	\$3,433.76	\$839.26	\$567,506.70
26	01/27	\$4,273.02	\$3,542.98	\$730.04	\$566,776.66
27	02/27	\$4,273.02	\$3,538.42	\$734.60	\$566,042.06
28	03/27	\$4,273.02	\$3,191.85	\$1,081.17	\$564,960.89
29	04/27	\$4,273.02	\$3,527.08	\$745.94	\$564,214.95
30	05/27	\$4,273.02	\$3,408.80	\$864.22	\$563,350.73
31	06/27	\$4,273.02	\$3,517.03	\$755.99	\$562,594.74
32	07/27	\$4,273.02	\$3,399.01	\$874.01	\$561,720.73
33	08/27	\$4,273.02	\$3,506.85	\$766.17	\$560,954.56
34	09/27	\$4,273.02	\$3,502.07	\$770.95	\$560,183.61

35	10/27	\$4,273.02	\$3,384.44	\$888.58	\$559,295.03
36	11/27	\$4,273.02	\$3,491.71	\$781.31	\$558,513.72
37	12/27	\$4,273.02	\$3,374.35	\$898.67	\$557,615.05
38	01/28	\$4,273.02	\$3,481.22	\$791.80	\$556,823.25
39	02/28	\$4,273.02	\$3,476.28	\$796.74	\$556,026.51
40	03/28	\$4,273.02	\$3,135.37	\$1,137.65	\$554,888.86
41	04/28	\$4,273.02	\$3,464.20	\$808.82	\$554,080.04
42	05/28	\$4,273.02	\$3,347.57	\$925.45	\$553,154.59
43	06/28	\$4,273.02	\$3,453.37	\$819.65	\$552,334.94
44	07/28	\$4,273.02	\$3,337.02	\$936.00	\$551,398.94
45	08/28	\$4,273.02	\$3,442.41	\$830.61	\$550,568.33
46	09/28	\$4,273.02	\$3,437.23	\$835.79	\$549,732.54
47	10/28	\$4,273.02	\$3,321.30	\$951.72	\$548,780.82
48	11/28	\$4,273.02	\$3,426.07	\$846.95	\$547,933.87
49	12/28	\$4,273.02	\$3,310.43	\$962.59	\$546,971.28
50	01/29	\$4,273.02	\$3,414.77	\$858.25	\$546,113.03
51	02/29	\$4,273.02	\$3,409.41	\$863.61	\$545,249.42
52	03/29	\$4,273.02	\$3,074.60	\$1,198.42	\$544,051.00
53	04/29	\$4,273.02	\$3,396.54	\$876.48	\$543,174.52
54	05/29	\$4,273.02	\$3,281.68	\$991.34	\$542,183.18
55	06/29	\$4,273.02	\$3,384.88	\$888.14	\$541,295.04
56	07/29	\$4,273.02	\$3,270.32	\$1,002.70	\$540,292.34
57	08/29	\$4,273.02	\$3,373.08	\$899.94	\$539,392.40
58	09/29	\$4,273.02	\$3,367.46	\$905.56	\$538,486.84
59	10/29	\$4,273.02	\$3,253.36	\$1,019.66	\$537,467.18
60	11/29	\$4,273.02	\$3,355.44	\$917.58	\$536,549.60
61	12/29	\$4,273.02	\$3,241.65	\$1,031.37	\$535,518.23
62	01/30	\$4,273.02	\$3,343.27	\$929.75	\$534,588.48
63	02/30	\$4,273.02	\$3,337.47	\$935.55	\$533,652.93
64	03/30	\$4,273.02	\$3,009.21	\$1,263.81	\$532,389.12
65	04/30	\$4,273.02	\$3,323.73	\$949.29	\$531,439.83
66	05/30	\$4,273.02	\$3,210.78	\$1,062.24	\$530,377.59
67	06/30	\$4,273.02	\$3,311.18	\$961.84	\$529,415.75
68	07/30	\$4,273.02	\$3,198.55	\$1,074.47	\$528,341.28
69	08/30	\$4,273.02	\$3,298.46	\$974.56	\$527,366.72
70	09/30	\$4,273.02	\$3,292.38	\$980.64	\$526,386.08
71	10/30	\$4,273.02	\$3,180.25	\$1,092.77	\$525,293.31
72	11/30	\$4,273.02	\$3,279.44	\$993.58	\$524,299.73
73	12/30	\$4,273.02	\$3,167.64	\$1,105.38	\$523,194.35
74	01/31	\$4,273.02	\$3,266.33	\$1,006.69	\$522,187.66
75	02/31	\$4,273.02	\$3,260.05	\$1,012.97	\$521,174.69
76	03/31	\$4,273.02	\$2,938.85	\$1,334.17	\$519,840.52
77	04/31	\$4,273.02	\$3,245.39	\$1,027.63	\$518,812.89
78	05/31	\$4,273.02	\$3,134.49	\$1,138.53	\$517,674.36
79	06/31	\$4,273.02	\$3,231.87	\$1,041.15	\$516,633.21
80	07/31	\$4,273.02	\$3,121.33	\$1,151.69	\$515,481.52

81	08/31	\$4,273.02	\$3,218.18	\$1,054.84	\$514,426.68
82	09/31	\$4,273.02	\$3,211.59	\$1,061.43	\$513,365.25
83	10/31	\$4,273.02	\$3,101.58	\$1,171.44	\$512,193.81
84	11/31	\$4,273.02	\$3,197.65	\$1,075.37	\$511,118.44
85	12/31	\$4,273.02	\$3,088.01	\$1,185.01	\$509,933.43
86	01/32	\$4,273.02	\$3,183.54	\$1,089.48	\$508,843.95
87	02/32	\$4,273.02	\$3,176.74	\$1,096.28	\$507,747.67
88	03/32	\$4,273.02	\$2,863.13	\$1,409.89	\$506,337.78
89	04/32	\$4,273.02	\$3,161.09	\$1,111.93	\$505,225.85
90	05/32	\$4,273.02	\$3,052.41	\$1,220.61	\$504,005.24
91	06/32	\$4,273.02	\$3,146.53	\$1,126.49	\$502,878.75
92	07/32	\$4,273.02	\$3,038.23	\$1,234.79	\$501,643.96
93	08/32	\$4,273.02	\$3,131.79	\$1,141.23	\$500,502.73
94	09/32	\$4,273.02	\$3,124.67	\$1,148.35	\$499,354.38
95	10/32	\$4,273.02	\$3,016.93	\$1,256.09	\$498,098.29
96	11/32	\$4,273.02	\$3,109.66	\$1,163.36	\$496,934.93
97	12/32	\$4,273.02	\$3,002.32	\$1,270.70	\$495,664.23
98	01/33	\$4,273.02	\$3,094.46	\$1,178.56	\$494,485.67
99	02/33	\$4,273.02	\$3,087.10	\$1,185.92	\$493,299.75
100	03/33	\$4,273.02	\$2,781.66	\$1,491.36	\$491,808.39
101	04/33	\$4,273.02	\$3,070.39	\$1,202.63	\$490,605.76
102	05/33	\$4,273.02	\$2,964.08	\$1,308.94	\$489,296.82
103	06/33	\$4,273.02	\$3,054.71	\$1,218.31	\$488,078.51
104	07/33	\$4,273.02	\$2,948.81	\$1,324.21	\$486,754.30
105	08/33	\$4,273.02	\$3,038.83	\$1,234.19	\$485,520.11
106	09/33	\$4,273.02	\$3,031.13	\$1,241.89	\$484,278.22
107	10/33	\$4,273.02	\$2,925.85	\$1,347.17	\$482,931.05
108	11/33	\$4,273.02	\$3,014.97	\$1,258.05	\$481,673.00
109	12/33	\$4,273.02	\$2,910.11	\$1,362.91	\$480,310.09
110	01/34	\$4,273.02	\$2,998.60	\$1,274.42	\$479,035.67
111	02/34	\$4,273.02	\$2,990.65	\$1,282.37	\$477,753.30
112	03/34	\$4,273.02	\$2,694.00	\$1,579.02	\$476,174.28
113	04/34	\$4,273.02	\$2,972.78	\$1,300.24	\$474,874.04
114	05/34	\$4,273.02	\$2,869.03	\$1,403.99	\$473,470.05
115	06/34	\$4,273.02	\$2,955.90	\$1,317.12	\$472,152.93
116	07/34	\$4,273.02	\$2,852.59	\$1,420.43	\$470,732.50
117	08/34	\$4,273.02	\$2,938.81	\$1,334.21	\$469,398.29
118	09/34	\$4,273.02	\$2,930.48	\$1,342.54	\$468,055.75
119	10/34	\$4,273.02	\$2,827.84	\$1,445.18	\$466,610.57
120	11/34	\$469,523.65	\$2,913.08	\$466,610.57	\$0.00

ASSIGNMENT OF LIFE INSURANCE POLICY



LOAN NUMBER	ASSIGNMENT DATE	Loan Officer
32644-15	October 31, 2024	J. Miller Wilson

BORROWER INFORMATION

SAYERS LPG LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

OLD BRIDGE GAS UTILTIY LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

POLICY OWNER/INSURED INFORMATION

TIMOTHY J SAYERS  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

INSURANCE COMPANY INFORMATION

STATE FARM LIFE INSURANCE COMPANY

**LIFE INSURANCE POLICY INFORMATION.** The above named Policy Owner assigns the following life insurance policy(ies) ("Policy") to Bank of the Bluegrass & Trust Co. ("Lender"):

- Policy or Binder Number LF-4450-9283, Effective on October 11, 2024, Cash Value of \$500,000.00, Face Value of \$500,000.00

**GENERAL TERMS AND PROVISIONS.** Subject to the terms below, the Policy Owner, by signing this Assignment, and the Lender, by its acceptance, agree to the following terms.

**Lender Rights.** The Lender shall have the right to collect the net proceeds of the Policy from the Insurance Company when it becomes a claim by death or maturity; surrender the Policy and receive the surrender value at any time provided by the terms of the Policy and at such other times as the Insurance Company may allow; obtain one or more loans or advances on the Policy, either from the Insurance Company or, at any time, from other persons and to pledge or assign the Policy as security for such loans or advances; collect and receive all distributions or shares of surplus, dividend deposits, or additions to the Policy now or hereafter made or apportioned thereto and to exercise any and all options contained in the Policy with respect thereto, provided that, unless and until the Lender shall notify the Insurance Company in writing to the contrary, the distributions or shares of surplus, dividend deposits, and additions shall continue on the plan in force at the time of this assignment; and exercise all nonforfeiture rights permitted by the terms of the Policy or allowed by the Insurance Company and to receive all benefits and advantages derived therefrom.

**Scope of Assignment.** This Assignment is made and the Policy is to be held as collateral security for any and all liabilities of the Borrower to the Lender, either now existing or that may hereafter arise in the ordinary course of business between the Borrower and the Lender ("Liabilities").

**Policy Owner's Retention of Rights.** The Lender agrees that so long as the Borrower is not in default in any of the Liabilities, the Policy Owner will retain the right to collect from the Insurance Company any disability benefit payable in cash that does not reduce the amount of insurance, designate and change the Beneficiary, if provided for in the Policy, and elect any optional mode of settlement permitted by the Policy or allowed by the Insurance Company, but the reservation of these rights shall in no way impair the right of the Lender to surrender the Policy completely with all its incidents or impair any other right of the Lender hereunder, and any designation or change of beneficiary or election of a mode of settlement shall be made subject to this Agreement and to the rights of the Lender hereunder.

**Obligations of Lender.** The Lender agrees any balance of sums received hereunder from the Insurance Company remaining after payment of the then existing Liabilities, matured or unmatured, shall be paid by the Lender to the persons entitled thereto under the terms of the Policy had this assignment not been executed, not to exercise either the right to surrender the Policy or (except for the purpose of paying premiums) the right to obtain policy loans from the Insurance Company, until there has been default in any of the Liabilities or a failure to pay any premium when due, nor until 20 days after the Lender shall have mailed, by first-class mail, to the Policy Owner, at the address last supplied in writing to the Lender specifically referring to this assignment, notice of intention to exercise such right, and upon request, to forward, without unreasonable delay to the Insurance Company, the Policy for endorsement of any designation or change of Beneficiary or any election of an optional mode of settlement.

**Authorizations to Insurance Company.** The Insurance Company is hereby authorized to recognize the Lender's claims to rights hereunder without investigating the reason for any action taken by the Lender, or the validity, or the amount of the Liabilities, or the existence of any default therein, or the giving of any notice as explained above, or otherwise, or the application to be made by the Lender of any amounts to be paid to the Lender. The sole signature of the Lender shall be sufficient for the exercise of any rights under the Policy assigned hereby, and the sole receipt of the Lender for any sums received shall be a full discharge and release therefor to the



Insurance Company. Checks for all or any part of the sums payable under the Policy and assigned herein shall be drawn to the exclusive order of the Lender if, when, and in such amounts as may be requested by the Lender.

**Premium Payment by Lender.** The Lender shall be under no obligation to pay any premium or the principal of or interest on any loans or advances on the Policy whether or not obtained by the Lender or any other charges on the Policy, but any such amounts so paid by the Lender from its own funds shall become a part of the Liabilities hereby secured, shall be due immediately, and shall draw interest at the rate of interest otherwise accruing on the Liabilities secured hereby until paid.


**Exercise of Lender's Rights.** The exercise of any right, option, privilege, or power given herein to the Lender shall be the option of the Lender. Except as restricted above, the Lender may exercise any such right, option, privilege, or power without notice to, or assent by, the Policy Owner and without affecting the liability of the Borrower, or releasing any interest hereby assigned by the Policy Owner.

**Releases, Extensions, Renewals, and Application of Proceeds.** The Lender may take or release other security, release any party primarily or secondarily liable for any of the Liabilities, grant extensions, renewals, or indulgences with respect to the Liabilities, or apply to the Liabilities in such order as the Lender shall determine, the proceeds of the Policy hereby assigned or any amount received on account of the Policy by the exercise of any right permitted under this Assignment, without resorting or regard to other security.

**Conflicts with Other Documents.** In the event of any conflict between the provisions of this Assignment and the provisions of the Note or other evidence of any Liability with respect to the Policy or rights of collateral security therein, the provisions of this agreement shall prevail.

**ORAL AGREEMENTS DISCLAIMER.** This Assignment represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Assignment of Life Insurance, Policy Owner acknowledges reading, understanding and agreeing to all its provisions.

  
TIMOTHY J SAYERS  
Individually  
Date 10/31/24

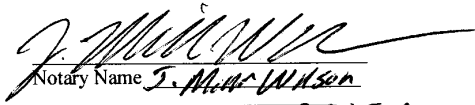
#### INDIVIDUAL ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF Fayette

The foregoing instrument was acknowledged by TIMOTHY J SAYERS, before me on 10.31.24. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My commission expires: 4.25.27

  
Notary Name J. Michael Wilson  
Identification Number KVNP67569

(Official Seal)



A duplicate of this Assignment has been received and filed at the home office of the Insurance Company on the day and year shown below.

**INSURANCE COMPANY:**  
**STATE FARM LIFE INSURANCE COMPANY**

By: \_\_\_\_\_ Date \_\_\_\_\_



AT 9:18 AM FILED  
NOV 04 2024  
50-  
jan efill

MARION COUNTY  
M506 PG535

MARION COUNTY  
CHAD G. MATTINGLY, COUNTY CLERK

Book:506  
Name:M  
Chad Mattingly  
Marion County  
11/4/2024  
DC Janice Richerson

Pages:535-537(3)  
Vendor:EPN



32644-15

#### ASSIGNMENT OF RENTS & LEASES

THIS ASSIGNMENT OF RENTS AND LEASES is made this October 31, 2024, and is incorporated into and shall be deemed to supplement the Mortgage of the same date given by the undersigned, Sayers LPG, LLC, a Kentucky limited liability company, (the "Borrower") to secure Borrower's Note having a maturity date of November 5, 2034, to Bank of the Bluegrass & Trust Company, 101 E. High Street, Lexington, Kentucky 40507, (the "Lender") of the same date and covering the Property described in the attached Exhibit A and located at:

160 Sulphur Springs Road  
Lebanon, Kentucky 40033

In addition to the covenants and agreement made in the Mortgage, Borrower and Lender further covenants and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE MORTGAGE.** In addition to the Property described in the Mortgage, the following items are added to the Property description, and shall also constitute the Property covered by the Mortgage: built-in dishwashers or microwave ovens; garbage disposal units; walk-in freezers; refrigerators; ranges / stoves / ovens; light fixtures; hot water heaters; radiators and furnaces; central air conditioning units; pumps and machinery for operating pumps; fire sprinkler systems and / or fire extinguishing apparatus; plumbing fixtures; awnings & canopies; blinds; permanently installed cupboards, bookcases, cabinets, paneling, wall paper, or wall mirrors; elevator equipment; carpet permanently installed over unfinished flooring; outdoor antennas and aerials fastened to buildings. All of the items listed, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Mortgage. All of the foregoing together with the Property described in the Mortgage (or the leasehold estate if the Mortgage is on a leasehold) are referred to in this assignment and the Mortgage as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed to writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word 'lease' shall mean 'sublease' if the Mortgage is on a leasehold.

**D. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrowers absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to the Mortgage and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Mortgage; (ii) Lender shall be



### ASSIGNMENT OF RENTS & LEASES

THIS ASSIGNMENT OF RENTS AND LEASES is made this **October 31, 2024**, and is incorporated into and shall be deemed to supplement the Mortgage of the same date given by the undersigned, **Sayers LPG, LLC, a Kentucky limited liability company**, (the "Borrower") to secure Borrower's Note having a maturity date of **November 5, 2034**, to **Bank of the Bluegrass & Trust Company**, 101 E. High Street, Lexington, Kentucky 40507, (the "Lender") of the same date and covering the Property described in the attached Exhibit A and located at:

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In addition to the covenants and agreement made in the Mortgage, Borrower and Lender further covenants and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE MORTGAGE.** In addition to the Property described in the Mortgage, the following items are added to the Property description, and shall also constitute the Property covered by the Mortgage: built-in

dishwashers or microwave ovens; garbage disposal units; walk-in freezers; refrigerators; ranges / stoves / ovens; light fixtures; hot water heaters; radiators and furnaces; central air conditioning units; pumps and machinery for operating pumps; fire sprinkler systems and / or fire extinguishing apparatus; plumbing fixtures; awnings & canopies; blinds; permanently installed cupboards, bookcases, cabinets, paneling, wall paper, or wall mirrors; elevator equipment; carpet permanently installed over unfinished flooring; outdoor antennas and aerials fastened to buildings. All of the items listed, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Mortgage. All of the foregoing together with the Property described in the Mortgage (or the leasehold estate if the Mortgage is on a leasehold) are referred to in this assignment and the Mortgage as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed to writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word 'lease' shall mean 'sublease' if the Mortgage is on a leasehold.

**D. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrowers absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to the Mortgage and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Mortgage; (ii) Lender shall be

entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenants; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Mortgage; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Mortgage.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Mortgage are paid in full.

**E. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Mortgage and Lender may invoke any of the remedies permitted by the Mortgage.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Assignment.

Sayers LPG, LLC

By: Timothy J. Sayers

Timothy J. Sayers, Managing Member

By: Rebecca G. Sayers

Rebecca G. Sayers, Member

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was signed, sworn to and acknowledged before me by Timothy J. Sayers, Managing Member, and Rebecca G. Sayers, Member, for and on behalf of Sayers LPG, LLC, a Kentucky limited liability company, this October 31, 2024.

My commission expires: 2/17/27

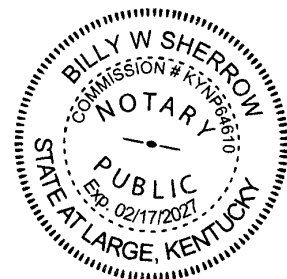
Notary ID #: KNP 64610

Billy W. Sherrow  
NOTARY PUBLIC

Billy W. Sherrow  
NOTARY NAME PRINTED

PREPARED BY: Billy W. Sherrow

Billy W. Sherrow  
Sherrow Marshall Schrader, PSC  
200 Southland Drive  
Lexington, Kentucky 40503  
(859) 685-0035



**Exhibit "A"**

Being Tract 1 and 2 as per Plat recorded in Plat Cabinet 3, Slide 409, and of record in Deed Book 254, at page 517, in the Marion County Clerk's Office.

Being the same property conveyed to Sayers LPG, LLC, from Michael W. Roberts and Cynthia W. Roberts, husband and wife, by deed dated October 31, 2024, filed simultaneously herewith in Deed Book \_\_\_\_, Page \_\_\_\_, in the Marion County Clerk's Office.

BUSINESS LOAN AGREEMENT



101 E. High St.  
Lexington, KY 40507

AGREEMENT DATE	LOAN NUMBER	Loan Officer
October 31, 2024	32644-15	J. Miller Wilson

BORROWER INFORMATION

SAYERS LPG LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

Type of Business Entity: Limited Liability Company  
State of Organization/Formation: Kentucky

OLD BRIDGE GAS UTILITY LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

Type of Business Entity: Limited Liability Company  
State of Organization/Formation: Kentucky

GUARANTOR INFORMATION

TIMOTHY J SAYERS  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

Type of Entity: Individual  
State of Residence: Kentucky

REBECCA G SAYERS  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

Type of Entity: Individual  
State of Residence: Kentucky

**AGREEMENT.** This Business Loan Agreement ("Agreement") is made by Bank of the Bluegrass & Trust Co. ("Lender"), SAYERS LPG LLC and OLD BRIDGE GAS UTILITY LLC (individually and collectively, the "Borrower"), and TIMOTHY J SAYERS and REBECCA G SAYERS (individually and collectively, the "Guarantor"). The consideration is the promises, representations, and warranties made in this Agreement and the Related Documents.

**DEFINITIONS.** These definitions are used in this Agreement.

"**Collateral**" means the assets that any party to this Agreement or the Related Documents may pledge, mortgage, or give Lender a security interest in, regardless of where the assets are located and regardless of when it was or will be acquired, together with all replacements, substitutions, proceeds, and products of such assets.

"**Events of Default**" means any of the events described in the "Events of Default" section of this Agreement.

"**Financial Statements**" mean the balance sheets, earnings statements, and other financial information that has, is, or will be provided to Lender related to this Agreement or Related Documents.

"**Indebtedness**" means the Loan and all other loans and indebtedness of Borrower to Lender, including but not limited to Lender's payments of insurance or taxes, all amounts Lender pays to protect its interest in the Collateral, overdrafts in deposit accounts with Lender, and all other indebtedness, obligations, and liabilities of Borrower to Lender, whether matured or unmatured, liquidated or unliquidated, direct or indirect, absolute or contingent, joint or several, due or to become due, now existing or hereafter arising.

"**Loan**" means any loan or loans and all other indebtedness, obligations, and liabilities of Borrower to Lender, due or to become due, now existing or hereafter arising, as well as any and all amendments, modifications, extensions, and renewals thereof.

"**Related Documents**" means all documents, promissory notes, security agreements, leases, mortgages, deeds of trust, construction loan agreements, assignments of leases and rents, guaranties, pledges, and all other documents or agreements executed in connection with this Agreement as such documents may be modified, amended, substituted, or renewed from time to time. The term includes both documents existing at the time of execution of this Agreement and documents executed after the date of this Agreement.

**BORROWER'S REPRESENTATIONS AND WARRANTIES.** The statements made in this section will continue and remain in effect until all of the Indebtedness is fully paid to Lender. Each Borrower represents and warrants to Lender the following:

**Borrower's Existence and Authority.** Each Borrower (a) is duly formed, validly existing, and in good standing under all laws governing the Borrower and the Borrower's business; (b) is duly authorized, qualified, and has obtained all approvals necessary in each jurisdiction where Borrower conducts business; and (c) has the power and authority to execute, deliver, and perform this Agreement and the Related Documents. This Agreement and the Related Documents, upon execution and delivery, shall constitute valid, binding, and legally enforceable obligations in accordance with their respective terms.

**Financial Information and Filing.** All Financial Statements provided to Lender have been prepared and will continue to be prepared in accordance with generally accepted accounting principles, consistently applied, and fully and fairly present the financial condition of each Borrower, and there has been no material adverse change in Borrower's business, assets, or condition, either financial or otherwise,



since the date of Borrower's latest Financial Statements. Each Borrower has filed all federal, state, and local tax returns and other reports and filings required by law to be filed before the date of this Agreement and has paid all taxes, assessments, and other charges that are due and payable prior to the date of this Agreement. Each Borrower has made reasonable provision for these types of payments that are accrued but not yet payable. The Borrower does not know of any deficiency or additional assessment not disclosed in the Borrower's books and records.

All financial statements or records submitted to Lender via electronic means, including, but not limited to, facsimile, open internet communications or other telephonic or electronic methods, including, but not limited to, documents in Tagged Image Format Files ("TIFF") and Portable Document Format ("PDF") shall be treated as originals, and will be fully binding with full legal force and effect. Borrower waives any right they may have to object to such treatment. Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of Borrower.

Borrower agrees to provide Lender with such financial statements, financial records, filings, documents, and any and all such other information related to Borrower and its operations and assets as Lender may request from time to time.

**Title and Encumbrances.** Borrower has good title to all of the Borrower's assets. All encumbrances on any assets were disclosed to Lender in writing prior to the date of this Agreement.

**Compliance with General Law.** Each Borrower is in compliance with and will conduct its business and use its assets in compliance with all laws, regulations, ordinances, directives, and orders of any level of governmental authority that has jurisdiction over the Borrower, the Borrower's business, or the Borrower's assets.

**Environmental Laws.** Each Borrower is in compliance with all applicable laws and rules of federal, state, and local authorities affecting the environment, as all have been or are amended.

**No Litigation/No Misrepresentations.** There are no existing or pending suits or proceedings before any court, government agency, arbitration panel, administrative tribunal, or other body, or threatened against Borrower that may result in any material adverse change in the Borrower's business, property, or financial condition, and all representations and warranties in this Agreement and the Related Documents are true and correct and no material fact has been omitted.

**COVENANTS.** On the date of this Agreement and continuing until the Indebtedness is repaid and Borrower's obligations are fully performed, it is agreed that:

**Financial Requirements. SAYERS LPG LLC Financial Requirements.** The following financials will be provided at minimum, annually: Business tax returns, extensions if necessary (all related entities), Business year-end/year-to-date Profit/Loss statements and Balance Sheets (all related entities), Personal tax return(s), extensions if necessary, Personal financial statement(s); and, the following financials will be provided at minimum, quarterly, for the first two years of the loan: Business year-to-date Profit/Loss statements and Balance Sheets (all related entities) and Accounts Receivable (A/R) Aging Report

**Financial Requirements. OLD BRIDGE GAS UTILITY LLC Financial Requirements.** The following financials will be provided at minimum, annually: Business tax returns, extensions if necessary (all related entities), Business year-end/year-to-date Profit/Loss statements and Balance Sheets (all related entities), Personal tax return(s), extensions if necessary, Personal financial statement(s); and, the following financials will be provided at minimum, quarterly, for the first two years of the loan: Business year-to-date Profit/Loss statements and Balance Sheets (all related entities) and Accounts Receivable (A/R) Aging Report

**Financial Requirements. TIMOTHY J SAYERS Financial Requirements.** The following financials will be provided at minimum, annually: Business tax returns, extensions if necessary (all related entities), Business year-end/year-to-date Profit/Loss statements and Balance Sheets (all related entities), Personal tax return(s), extensions if necessary, Personal financial statement(s); and, the following financials will be provided at minimum, quarterly, for the first two years of the loan: Business year-to-date Profit/Loss statements and Balance Sheets (all related entities) and Accounts Receivable (A/R) Aging Report

**Financial Requirements. REBECCA G SAYERS Financial Requirements.** The following financials will be provided at minimum, annually: Business tax returns, extensions if necessary (all related entities), Business year-end/year-to-date Profit/Loss statements and Balance Sheets (all related entities), Personal tax return(s), extensions if necessary, Personal financial statement(s); and, the following financials will be provided at minimum, quarterly, for the first two years of the loan: Business year-to-date Profit/Loss statements and Balance Sheets (all related entities) and Accounts Receivable (A/R) Aging Report

**EVENTS OF DEFAULT.** The occurrence of any of the following events will be an Event of Default.

**Noncompliance with Lender Agreements.** Default by Borrower under any provision of this Agreement, the Related Documents, or any other agreement with Lender.

**False Statements.** If a party made or makes a false or misleading misrepresentation in this Agreement, in the Related Documents, in any supporting material submitted to Lender or to third parties providing reports to Lender, or in Financial Statements given or to be given to Lender.

**Material Adverse Change.** Any material adverse change in Borrower's business, financial condition, or their assets has occurred or is imminent; if the full performance of the obligations under this agreement, the Related Documents, or any other agreement with Lender is materially impaired; or if the Collateral and its value or Lender's rights with respect thereto are materially impaired in any way. The existence or reasonable likelihood of litigation, governmental proceeding, default, or other event that may materially and adversely affect Borrower's business, financial condition, or assets.



**Insolvency or Liquidation.** Borrower voluntarily suspends transaction of Borrower's business or does not generally pay debts as they mature. If Borrower has or will make a general assignment for the benefit of creditors or will file, or have filed against it, any petition under federal bankruptcy law or under any other state or federal law providing for the relief of debtors if the resulting proceeding is not discharged within thirty days after filing. If a receiver, trustee, or custodian is or will be appointed for Borrower.

**Default on Unrelated Debt.** If Borrower materially defaults under a provision of an agreement with a third party or if the indebtedness under such an agreement is accelerated.

**Judgments or Attachments.** If there is entered against Borrower a judgment that materially affects the Borrower's business, financial condition, or assets, or if a tax lien, levy, writ of attachment, garnishment, execution, or similar item is or will be issued against the Collateral or which materially affects Borrower's business, financial condition, or assets, and which remains unpaid, unstayed on appeal, undischarged, unbonded, or undismissed for thirty days after it was issued.

**Collateral Impairment.** Lender has a good-faith belief that Lender's rights in the Collateral are or will soon be impaired or that the Collateral itself is or soon will be impaired.

**Termination of Existence or Change in Control.** If Borrower or Borrower's business is sold or merged or if Borrower or Borrower's business is suspended or otherwise ceases to exist.

**Insecurity.** If Lender has a good-faith belief that Borrower is unable or will soon be unable to perform any duties under this Agreement or under the Related Documents.

**Death.** The death of any Borrower or guarantor of the Indebtedness who is an individual.

#### REMEDIES ON DEFAULT.

**Remedies, No Waiver.** The remedies provided for in this Agreement, the Related Documents, and by law are cumulative and not exclusive. Lender reserves the right to exercise some, all, or none of its rights and reserves the right to exercise any right at any time that Lender has the right, without regard to how much time has passed since the right arose. Lender may exercise its rights in its sole, absolute discretion.

**Acceleration.** Upon an Event of Default, the Loan and the Indebtedness may, at Lender's sole option, be declared immediately due and payable.

**SETOFF.** Borrower agrees and authorizes Lender to set off all of Borrower's accounts with or property held by Lender against any and all obligations owed by Borrower to Lender to the fullest extent allowed by law. This right extends to any and all of Borrower's current or future accounts or property with Lender, whether such accounts or property are held in Borrower's name alone or jointly with any other parties. This right does not extend to IRA, Keogh, or similar tax-deferred accounts maintained with Lender. Lender, or Lender's agents or affiliates, may exercise this right at any time. Lender will not be liable for, and Borrower agrees to hold Lender harmless from, any claim, fee, cost, or expense that arises as a result of Lender exercising this right of setoff. Borrower waives any right of setoff against Lender.

**ATTORNEY'S FEES, COSTS, AND EXPENSES.** Borrower agrees to pay all of Lender's fees, costs, and expenses arising out of or related to the enforcement of this Agreement or the relationship between the parties. Included in the fees that Lender may recover from Borrower are the reasonable attorney's fees that Lender incurs, including all fees incurred in the course of representing Lender before, during, or after any lawsuit, arbitration, or other proceeding and those incurred in appeals, whether the issues arise out of contract, tort, bankruptcy, or any other area of law. Included in the costs and expenses which Lender may recover are all court, alternative dispute resolution or other collection costs, and all expenses incidental to perfecting Lender's security interests and liens, preserving the Collateral (including payment of taxes and insurance), records searches, and expenses related to audits, inspection, and copying. All amounts Lender is entitled to recover shall accrue interest at the highest rate provided in any of the Related Documents from the date any such fee, cost, or expense is incurred.

**GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the State of Kentucky, except to the extent that federal law controls.

**SEVERABILITY.** If any term is invalid or unenforceable, the term shall be excluded and ineffective to the extent of such invalidity or unenforceability. All other terms shall remain in full force and effect.

**NOTICES.** All notices required under this Agreement must be in writing and will be considered given: (i) on the day of personal delivery, or (ii) one business day after deposit with a nationally recognized overnight courier service, or (iii) three business days after deposit with the United States Postal Service sent certified mail, return receipt requested. Any of these methods may be used to give notice. All notices must be sent to the party or parties entitled to notice at the addresses first set forth in this Agreement. Any party may change its address for notice purposes on five days prior written notice to the other parties.

**INTEGRATION AND AMENDMENT.** This Agreement and other written agreements among the parties, including but not limited to the Related Documents, are the entire agreement of the parties and will be interpreted as a group, one with the others. None of the parties will be bound by anything not expressed in writing, and this Agreement cannot be modified except by a writing executed by those parties burdened by the modification.

**FURTHER ACTION.** Borrower will, upon request of Lender, make, execute, acknowledge, and deliver to Lender the modified and additional instruments, documents, and agreements, and will take the further action that is reasonably required, to carry out the intent and purpose of this transaction.

**CONTINUING EFFECT.** Unless superseded by a later Business Loan Agreement, this Agreement will continue in full force and effect until all of Borrower's obligations to Lender are fully satisfied and the Loan and Indebtedness are fully repaid.



**HEADINGS.** All headings in this Agreement are included for reference only and do not have any effect on the interpretation of this Agreement.

**COUNTERPARTS.** This Agreement may be executed by parties using any number of copies of the Agreement. All executed copies taken together will be treated as a single Agreement.

**TIME IS OF THE ESSENCE.** Time is of the essence in the performance of all obligations of Borrower.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Agreement without notice to Borrower. Any assignee will have the same rights as Lender. Borrower may not assign this Agreement or any part of it.

**JURISDICTION.** Borrower agrees to waive any objection to jurisdiction or venue on the ground that they are not residents of Lender's locality. Borrower authorizes any action brought to enforce their obligations to be instituted and prosecuted in any state court having jurisdiction or in the United States District Court for the District that includes Lender's location as set forth at the beginning of this Agreement. Borrower authorizes Lender to elect the court at Lender's sole discretion.

**WAIVER OF JURY TRIAL.** All parties to this Agreement hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Agreement or any other instrument, document or agreement executed or delivered in connection with this Agreement or the Related Documents.

**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**ADDITIONAL PROVISIONS.** Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

**Collateral Maintenance.** Keep and preserve all Collateral pledged and mortgaged to Lender in good working order and condition (ordinary wear and tear, insured casualty damages or taking through the power of eminent domain accepted) including, but not limited to, maintaining all equipment according to any manufacturer's standards (including any and all scheduled maintenance).

**Lien Priority.** Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

**Notices of Claims and Litigation/Notice of Adverse Events.** Borrower will promptly notify Lender in writing of all threatened and actual litigation, governmental proceeding, default, and every other occurrence that may have a material adverse effect on Borrower's business, financial condition, or the Property.

**Insurance.** Borrower will maintain adequate fire and extended risk insurance coverage, business interruption, workers' compensation, commercial general liability, and other insurance required by law or as may be required by Lender. All insurance policies will be in amounts, upon terms, and in a form acceptable to Lender. All policies must be carried with insurers acceptable to Lender. Borrower will provide evidence satisfactory to Lender of all insurance and that the policies are in full force and effect and all insurance on the Collateral will name Lender as a mortgagee and loss payee, will include a lender's loss payable endorsement, and will require 30 days advance written notice to Lender of any cancellation of coverage. If the Borrower fails to maintain required insurance, the absence of the required insurance will be an Event of Default. If this happens, Lender may buy the insurance, but will have no obligation to buy it. These amounts paid by Lender will be added to the Indebtedness or will be payable on demand, at Lender's option.

**Payment of Taxes.** Borrower will pay all taxes, levies, and assessments required by all local, state, and federal agencies. Borrower will make these payments when the amounts are due but before any penalty for late payment is imposed. Borrower's failure to promptly pay any tax, levy, or assessment due will be an Event of Default unless Borrower is diligently disputing the amount and Borrower has established a reserve account for the payment of the taxes if Borrower does not prevail in the dispute.

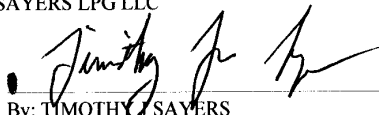
**Environmental Compliance.** Borrower will comply with all laws affecting the environment. Borrower will notify Lender within ten days after Borrower receives a summons, notice, citation, letter, or any other type of notice from any federal, state, or local authority, or any other person that claims Borrower is in violation of any law affecting the environment. Borrowers indemnify and hold Lender harmless from all violations of any environmental laws. This indemnity includes all costs and expenses incurred by Lender, including reasonable attorneys' fees, that are related to a violation of any environmental laws, even if the Indebtedness has been paid at the time any proceeding, claim, or action is started against Lender. Lender may itself or through Borrower arrange for an environmental audit prepared by a qualified environmental engineering firm acceptable to Lender to confirm the continued accuracy of Borrower's environmental representations and warranties. Borrower will pay for the environmental audit.

**Use of Proceeds.** Borrower will use the Loan proceeds in its business.



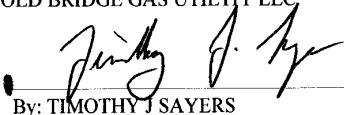
By signing this Agreement, Borrower acknowledges reading, understanding and agreeing to all its provisions and receipt of a copy hereof.

SAYERS LPG LLC

 10/31/24  
By: TIMOTHY J SAYERS Date  
Its: Managing Member

 10/31/24  
By: REBECCA G SAYERS Date  
Its: Member

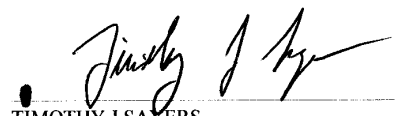
OLD BRIDGE GAS UTILITY LLC

 10/31/24  
By: TIMOTHY J SAYERS Date  
Its: Managing Member

 10/31/24  
By: REBECCA G SAYERS Date  
Its: Member

#### AGREEMENT OF GUARANTOR

Guarantor (i) acknowledges reading and understanding this Agreement; (ii) consents to the provisions of this Agreement relating to Borrower; (iii) agrees to furnish the Financial Statements to Lender that Lender reasonably requests; (iv) agrees to those portions of this Agreement that apply to Guarantor; (v) acknowledges that this Agreement has been freely executed without duress and after an opportunity to consult with counsel; and (vi) confirms that Guarantor received a copy of this Agreement, the Guaranty, and the other documents Guarantor requested.

 10/31/24  
TIMOTHY J SAYERS Date  
Individually

 10/31/24  
REBECCA G SAYERS Date  
Individually





COMMERCIAL SECURITY AGREEMENT



101 E. High St.  
Lexington, KY 40507

LOAN NUMBER	AGREEMENT DATE	Loan Officer
32644-15	October 31, 2024	J. Miller Wilson

**BORROWER INFORMATION**

SAYERS LPG LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

OLD BRIDGE GAS UTILITY LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

**DEBTOR INFORMATION**

OLD BRIDGE GAS UTILITY LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

**AGREEMENT.** "Agreement" means this Commercial Security Agreement.

**BORROWER.** "Borrower" means SAYERS LPG LLC and OLD BRIDGE GAS UTILITY LLC.

**DEBTOR.** "Debtor" means OLD BRIDGE GAS UTILITY LLC.

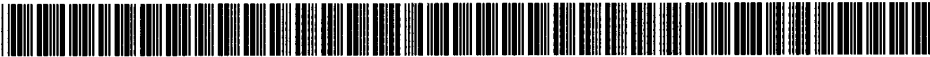
**LENDER.** "Lender" means Bank of the Bluegrass & Trust Co. whose address is 101 E. High St., Lexington, Kentucky 40507, its successors and assigns.

**SECURITY INTEREST GRANT.** Debtor, in consideration of the Obligations, hereby agrees to all of the terms of this Agreement and further hereby specifically grants Lender a continuing security interest in the Collateral. Debtor further grants Lender a security interest in the proceeds of said Collateral; the proceeds of hazard insurance and eminent domain or condemnation awards involving the Collateral; all products of, substitutions, replacements, and accessions to such Collateral or interests therein; any and all deposits or other sums at any time credited by or due from Lender to Debtor; and any and all instruments, documents, policies, and certificates of insurance, securities, goods, accounts receivable, choses in action, chattel paper, cash, property, and the proceeds thereof (whether or not the same are Collateral or proceeds thereof hereunder), owned by Debtor or in which Debtor has an interest which are now or at any time hereafter in possession or control of Lender, or in transit by mail or carrier to or from Lender, or in possession of any third party acting on Lender's behalf, without regard to whether Lender received the same in pledge, for safekeeping, as agent or otherwise, or whether Lender has conditionally released the same. Debtor's grant of a continuing security interest in the Collateral secures to Lender the payment of all Obligations, including all renewals and extensions thereof, whether heretofore, now, or hereafter existing or arising and howsoever incurred or evidenced, whether primary, secondary, contingent, or otherwise.

**DESCRIPTION OF COLLATERAL.** The collateral covered by this Agreement (the "Collateral") is all of Debtor's assets including, without limitation, documents, documents of title (including, without limitation, warehouse receipts and bills of lading), "As-Extracted Collateral," "Fixtures," "Goods," and all of the Debtor's property described below which the Debtor now owns or may hereafter acquire or create and all proceeds and products thereof, whether tangible or intangible, including proceeds of insurance and which may include, but shall not be limited to, any items listed on any schedule or list attached hereto.

**Equipment.** "Equipment" shall consist of all goods of the Debtor that are not inventory, farm products, or consumer goods. Equipment includes, but is not limited to, all equipment and fixtures of every nature and description whatsoever, now owned or hereafter acquired by Debtor, wherever located, including all machinery, manufacturing equipment, shop equipment, furnishings, furniture, record keeping equipment, and vehicles, together with all accessions, parts, embedded software, attachments, accessories, tools, and dies, or appurtenances thereto intended for use in connection therewith, and all substitutions, betterments, and replacements thereof and additions thereto.

**Accounts.** "Accounts" consist of the Debtor's right to payment of a monetary obligation, whether or not earned by performance, (i) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of; (ii) for services rendered or to be rendered; (iii) for a policy of insurance issued or to be issued; (iv) for a secondary obligation incurred or to be incurred; (v) for energy provided or to be provided; (vi) for the use or hire of a vessel under a charter or other contract; (vii) arising out of the use of a credit card or charge card or for information contained on or for use with the card; (viii) as winnings in a lottery or other game of chance sponsored by a state, governmental unit of a state; or (ix) for health-care-insurance receivables. The term does not include (i) chattel paper, (ii) commercial tort claims, (iii) deposit accounts, (iv) investment property, (v) letter-of-credit rights or letters of credit, (vi) rights to payment for money or funds advanced or sold, other than rights arising out of the use of a credit or charge card or information contained on or for use with the card, or (vii) rights to payment evidenced by an instrument.



**Inventory.** "Inventory" consists of all inventory and goods, other than farm products, which (i) are leased by Debtor as lessor, (ii) are held by Debtor for sale or lease or to be furnished under a contract of service, (iii) are furnished by Debtor under a contract of service, or (iv) consist of raw materials, work in process, or materials used or consumed in business.

**Instruments.** "Instruments" consist of all negotiable instruments and any other writings that evidence a right to payment of a monetary obligation, are not themselves security agreements or leases, and are of a type that in the ordinary course of business are transferred by delivery with any necessary endorsement or assignment. The term does not include (i) investment property, (ii) letters of credit, or (iii) writings that evidence a right to payment arising out of the use of a credit or charge card or information contained on or for use with the card.

**General Intangibles.** "General Intangibles" shall consist of all personal property now owned or hereafter acquired by the Debtor, including things in action, other than accounts, chattel paper, commercial tort claims, deposit accounts, goods, instruments, investment property, letter of credit rights, letters of credit, money, and oil, gas, or other minerals before extraction. General Intangibles shall also include all payment intangibles now held or hereafter acquired by Debtor and all software now owned or hereafter acquired by Debtor, which is not encompassed by the term "Goods," and all supporting information pertaining or relating thereto. General Intangibles include, but are not limited to, intellectual property, rights that arise under a license of intellectual property, including the right to exploit the intellectual property without liability for infringement, and the right to payment of a loan of funds that is not evidenced by chattel paper or an instrument.

**Investment Property.** "Investment Property" shall consist of all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodities contracts, and commodities accounts now held or hereafter acquired by the Debtor, together with all contracts, instruments, and general intangibles related thereto and all monies, income, proceeds, and benefits attributable or accruing to said property, including, but not limited to, all stock rights, options, rights to subscribe, dividends, liquidating dividends, stock dividends, dividends paid in stock, new securities, and the properties and benefits to which the Debtor is, or may hereafter become, entitled to receive on account of said property.

**Chattel Paper.** "Chattel Paper" shall consist of all records now held or hereafter acquired by Debtor that evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods. In this paragraph, "monetary obligation" means a monetary obligation secured by the goods or owed under a lease of the goods and includes a monetary obligation with respect to software used in the goods. The term does not include (i) charters or other contracts involving the use or hire of a vessel, or (ii) records that evidence a right to payment arising out of the use of a credit card or charge card of information contained on or for use with the card. If a transaction is evidenced by records that include an instrument or series of instruments, the group of records taken together constitutes chattel paper. The definition of chattel paper includes electronic chattel paper.

**Titled Vehicle.** "Titled Vehicle" consists of any and all vehicle(s) and all additions and accessions to the vehicle(s), and any replacements and substitutions of the vehicle(s). It also includes all documents of title related to the vehicle(s) as well as all products, rents, and proceeds of the vehicle(s).

**Deposit Accounts.** "Deposit Accounts" shall consist of all demand, time, savings, passbook, and similar deposit accounts which are now or are hereafter held by the Debtor in Lender's institution, or maintained in any other organization that is engaged in the business of banking, including any savings bank, savings and loan association, credit union, or trust company ("Financial Institution"). Deposit Accounts do not include qualifying tax-deferred accounts as defined in the Internal Revenue Code, as currently in effect and amended from time to time (e.g., Individual Retirement Arrangements, qualified retirement plans, Health Savings Accounts, etc.).

**OBLIGATIONS.** "Obligations" means any and all of Borrower's obligations to Lender, whether they arise under this Agreement or the note, loan agreement, guaranty, or other evidence of debt executed in connection with this Agreement, or under any other mortgage, trust deed, deed of trust, security deed, security agreement, note, lease, instrument, contract, document, or other similar writing heretofore, now, or hereafter executed by the Borrower to Lender, including any renewals, extensions and modifications thereof, and including oral agreements and obligations arising by operation of law. The Obligations include all interest and all of Lender's costs, fees, and expenses recoverable pursuant to this Agreement, any other agreement between the parties, or under applicable law, including all such costs, fees, and expenses that may arise after the filing of any petition by or against Borrower or Debtor under the Bankruptcy Code, irrespective of whether the Obligations do not accrue because of an automatic stay. Without limiting the foregoing, the Obligations expressly include the following:

**Promissory Note.** The principal amount of \$584,000.00 evidenced by the promissory note dated October 31, 2024 made by Borrower payable to the order of Lender, and all interest, charges, and other amounts which may be or may become owed as provided under the terms of said promissory note, and any and all amendments, modifications, renewals, extensions, reamortizations, or substitutions thereof.

**FUTURE ADVANCES AND AFTER-ACQUIRED PROPERTY.** Future advances may be made at any time by the Lender under this Agreement to the extent allowed by law. The security interest grant contained in this Agreement also applies to any Collateral of the type(s) identified in this Agreement that the Debtor acquires after this Agreement is executed, except that no security interest attaches to after-acquired consumer goods unless the Debtor acquires rights in such goods within 10 days of Lender giving value. In anticipation of future advances by Lender, the Debtor authorizes Lender to file any necessary financing statements to protect Lender's security interest.



**RELATED DOCUMENTS.** "Related Documents" means all promissory notes, security agreements, mortgages, deeds of trust, deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents, and any other documents or agreements executed in connection with this Agreement whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Agreement by reference thereto, with the same force and effect as if fully set forth herein.

**GENERAL REPRESENTATIONS, WARRANTIES, AND COVENANTS.** Debtor represents, warrants, and covenants the following:

**Debtor's Existence and Organization.** Debtor is fully formed and in good standing under all laws governing Debtor and Debtor's business. Debtor has or will provide Lender with documentation regarding Debtor's state of organization or formation, and Debtor further warrants that Debtor will not change Debtor's state of organization or formation without Lender's prior written consent. Debtor will assist Lender with any changes to any documents, filings, or other records resulting or required by any change in the Debtor's state of organization or formation. The execution of this Agreement will not create any breach of any provision of the Debtor's organizational documents.

**Authority.** Debtor has the power and authority to execute this Agreement and the Related Documents and to bind Debtor to the obligations created in this Agreement and the Related Documents. The execution of this Agreement will not create any breach of any other agreement to which the Debtor is or may become a party. Debtor has obtained all licenses, permits, and the like which Debtor is required by law to file or obtain, and all such taxes and fees for such licenses and permits required to be paid have been paid in full.

**Debtor's Name.** Debtor will not conduct business under any name other than that given at the beginning of this Agreement, nor change, nor reorganize the type of business entity as described, except upon the prior written approval of Lender, in which event the Debtor agrees to execute any documentation of whatsoever character or nature required by Lender for filing or recording, at the Debtor's expense, before such change occurs.

**Business Address.** Debtor will keep all records of account, documents, evidence of title, and all other documentation regarding its business and the Collateral at the address specified at the beginning of this Agreement, unless notice thereof is given to Lender at least ten (10) days prior to the change of any address for the keeping of such records.

**Title.** Debtor has or will acquire free and clear title to all of the Collateral, unless otherwise provided herein. All of the Collateral exists and is or will be actual property of the Debtor.

**No Encumbrances or Transfer of Collateral.** Debtor will not allow or permit any lien, security interest, adverse claim, charge, or encumbrance of any kind against the Collateral or any part thereof without Lender's prior written consent. Except as otherwise provided under this Agreement, Debtor will not, without Lender's prior written consent, sell assign, transfer, lease, charter, encumber, hypothecate, or dispose of the Collateral or any part thereof or any interest therein nor will Debtor offer to sell, assign, transfer, lease, charter, encumber, hypothecate, or dispose of the Collateral or any part thereof or any interest therein.

**Priority.** The security interest granted to Lender shall be a first security interest unless Lender specifically agrees otherwise, and Debtor will defend the same against the claims and demands of all persons.

**Facilitation of Security Interest.** Debtor will fully cooperate in placing, perfecting, and maintaining Lender's lien or security interest against or in the Collateral and Debtor agrees to take whatever actions requested by Lender to perfect and continue Lender's security interest in the Collateral. Debtor specifically authorizes the Lender to file the necessary financing statements to perfect the Lender's security interest in the Collateral.

**Location of Collateral.** All of the Collateral is located in the state where the Debtor is located, as identified in this Agreement, unless otherwise certified to and agreed to by Lender, or, alternatively, is in possession of the Lender. Debtor will not remove or change the location of any Collateral without Lender's prior written consent and will allow the Lender to inspect the Collateral upon reasonable request.

**Use of Collateral.** Debtor will use the Collateral only in the conduct of its own business, in a careful and proper manner. Debtor will not use the Collateral or permit it to be used for any unlawful purpose.

**Good Condition and Repair.** Debtor will, at all times, maintain the Collateral in good condition and repair.

**Financial Information and Filing.** All financial information and statements delivered by Debtor to Lender have been prepared in accordance with generally accepted accounting principles consistently applied, and fully and fairly present the financial condition of Debtor and there has been no material adverse change in Debtor's business, Collateral, or condition, either financial or otherwise, since Debtor last submitted any financial information to Lender. Debtor has filed all federal, state and local tax returns and other reports and filings required by law to be filed before the date of this Agreement and has paid all taxes, assessments, and other charges that are due and payable prior to the date of this Agreement. Debtor has made reasonable provision for these types of payments that are accrued but not yet payable. Debtor does not know of any deficiency or additional assessment not disclosed in the Debtor's books and records.

**No Litigation.** There are no existing or pending suits or proceedings, including set-off or counterclaim, which are threatened or pending against Debtor which may result in any material adverse change in Debtor's financial condition or which might materially affect any of the Collateral. Debtor will promptly notify Lender in writing of all threatened and actual litigation, governmental proceedings, default, and every other occurrence that may have a material adverse effect on Debtor's business, financial condition, or the Collateral.

**No Misrepresentations.** All representations and warranties in this Agreement and the Related Documents are true and correct and no material fact has been omitted.



**INSURANCE.** The Debtor agrees that it will, at its own expense, fully insure the Collateral against all loss or damage for any risk of whatsoever nature in such amounts, with such companies, and under such policies as shall be satisfactory to the Lender. Lender will be named as loss payee, or at Lender's request, as mortgagee, and, if requested by Lender, all insurance policies shall include a lender's loss payable endorsement. The Lender is granted a security interest in the proceeds of such insurance and may apply such proceeds as it may receive toward the payment of the Obligations, whether or not due, in such order as the Lender may in its sole discretion determine. The Debtor agrees to maintain, at its own expense, public liability and property damage insurance upon all its other property, to provide such policies in such form as the Lender may approve, and to furnish the Lender with copies of other evidence of such policies and evidence of the payments of the premiums thereon. All policies of insurance shall provide for a minimum 30 days' written notice of cancellation to Lender. At the request of Lender, such policies of insurance shall be delivered to and held by Lender. Debtor agrees that Lender is authorized to act as attorney for Debtor in obtaining, adjusting, settling, and canceling such insurance and endorsing any drafts or instruments issued or connected with such insurance. Debtor specifically authorizes Lender to disclose information obtained in conjunction with this Agreement and from policies of insurance to prospective insurers of the Collateral. If the Debtor at any time fails to obtain or to maintain any of the insurance required above or pay any premium in whole or in part relating thereto, the Lender, without waiving any default hereunder, may make such payment or obtain such policies as the Lender, in its sole discretion, deems advisable to protect the Debtor's property. All costs incurred by the Lender, including reasonable attorneys' fees, court costs, expenses, and other charges thereby incurred, shall become a part of the Obligations and shall be payable on demand.

**ACCOUNTS.** As of the time any account becomes subject to the security interest (or pledge or assignment as applicable) granted hereby, Debtor shall be deemed further to have warranted as to each and all of such accounts as follows: (a) each account and all papers and documents relating thereto are genuine and in all respects what they purport to be; (b) each account is valid and subsisting and arises out of a bona fide sale of goods sold and delivered to, or out of and for services theretofore actually rendered by Debtor to, the account debtor named in the account or other bona fide transaction; (c) the amount of the account represented as owing is the correct amount actually and unconditionally owing except for normal cash discounts and is not subject to any setoffs, credits, defenses, or countercharges; and (d) Debtor is the owner thereof free and clear of any charges, liens, security interests, adverse claims, and encumbrances of any and every nature whatsoever.

Lender shall have the right in its own name or in the name of the Debtor, whether before or after default, to require Debtor: (1) to transmit all proceeds of collection of accounts to Lender; (2) to notify any and all account debtors to make payments of the accounts directly to Lender; (3) to demand, collect, receive, receipt for, sue for, compound, and give acquittal for, any and all amounts due or to become due on the accounts and to endorse the name of the Debtor on all commercial paper given in payment or part payment thereof; and (4) in Lender's discretion, to file any claim or take any other action or proceeding that Lender may deem necessary or appropriate to protect and preserve and realize upon the accounts and related Collateral.

Unless and until Lender elects to collect accounts, and the privilege of Debtor to collect accounts is revoked by Lender in writing, Debtor shall continue to collect accounts, account for same to Lender, shall not commingle the proceeds of collections of accounts with any funds of the Debtor, and shall deposit such proceeds in an account with Lender. In order to assure collection of accounts in which Lender has an interest hereunder, Lender may notify the post office authorities to change the address for delivery of mail addressed to Debtor to such address as Lender may designate, open and dispose of such mail, and receive the collections of accounts included therewith. Lender shall have no duty or obligation whatsoever to collect any account or to take any other action or preserve or protect the Collateral; however, should Lender elect to collect any account or take possession of the Collateral, Debtor releases Lender from any claim or claims for loss or damage arising from any act or omission in connection therewith, and costs of collection incurred by Lender shall be an obligation secured hereby and constitute a portion of the Obligations.

Upon request by Lender, whether before or after default, Debtor shall take such action and execute and deliver such documents as Lender may reasonably request in order to identify, confirm, mark, segregate, and assign accounts and to evidence Lender's interest in same. Without limiting the foregoing Debtor, upon request, agrees to assign accounts to Lender, identify and mark accounts as being subject to the security interest for pledge (or assignment as applicable) granted hereby, mark Debtor's books and records to reflect such assignments, and forthwith to transmit to Lender in the form as received by Debtor any and all proceeds of collection of such accounts.

Debtor will deliver to Lender prior to the 10th day of each month, or with such other frequency as Lender may request, a written report in form and content satisfactory to Lender, showing a listing and aging of accounts and such other information as Lender may request from time to time. Debtor shall immediately notify Lender of the assertion by any account debtor of any setoff, defense, or claim regarding an account or any other matter adversely affecting an account.

Returned or repossessed goods arising from or relating to any accounts included within the Collateral shall, if requested by Lender, be held separate and apart from any other property. Debtor, on request by Lender shall report to Lender identifying information with respect to any such goods relating to accounts included in transactions under this Agreement.

**INVENTORY.** Debtor will deliver to Lender prior to the 10th day of each month, or on such other frequency as Lender may request, a written report in form and content satisfactory to Lender, with respect to the preceding month or other applicable period showing Debtor's opening inventory, inventory acquired, inventory sold, inventory returned, inventory used in Debtor's business, closing inventory, and other inventory not with the preceding categories, and such other information as Lender may request from time to time. Debtor shall immediately notify Lender of any matter adversely affecting the inventory, including, without limitation, any event causing loss or depreciation in the value of the inventory and the amount of such possible loss or depreciation.

Debtor will promptly notify Lender in writing of any addition to, change in, or discontinuance of its place(s) of business as shown in this Agreement, and the location of the office where it keeps its records. All Collateral will be located at the place(s) of business shown herein, as modified by any written notice(s) given pursuant hereto.

Unless and until the privilege of Debtor to use inventory in the ordinary course of Debtor's business is revoked by Lender in the event of default or if Lender deems itself insecure, Debtor may use the inventory in any manner not inconsistent with this Agreement, may sell that part of the



Collateral consisting of inventory provided that all such sales are in the ordinary course of business, and may use and consume any raw materials or supplies that are necessary in order to carry on Debtor's business. A sale in the ordinary course of business does not include a transfer in partial or total satisfaction of a debt.

All accounts that arise from the sale of the inventory included within the Collateral shall be subject to all of the terms and provisions hereof pertaining to accounts.

Debtor shall take all action necessary to protect and preserve the inventory.

**INSTRUMENTS.** Debtor shall immediately deliver to Lender all instruments included in the Collateral. Negotiable instruments shall be endorsed to the order of Lender. With respect to other writing(s) evidencing a right to the payment of money that, in the ordinary course of business, is transferred by delivery with any necessary endorsement or assignment, Debtor shall deliver to Lender and to any third-party issuer a document of assignment in a form and content satisfactory to Lender assigning the Debtor's rights in the said writing(s), and the third-party issuer shall acknowledge receipt of notice of the assignment.

Debtor agrees that Lender may, at any time (whether before or after default) and in its sole discretion, surrender for payment and obtain payment of any portion of the Collateral.

Any and all replacement instruments and other benefits and proceeds related to the Collateral that are received by the Debtor shall be held by Debtor in trust for lender and immediately delivered to Lender to be held as part of the Collateral.

**DEPOSIT ACCOUNTS.** Debtor shall immediately deliver to Lender all certificated certificates of deposit included in the Collateral. Negotiable certificates of deposit shall be endorsed to the order of Lender. Debtor shall execute any and all other documents necessary to provide an appropriate security interest in any account with Lender. With respect to Deposit Accounts held with another Financial Institution, Debtor, Lender, and Financial Institution shall enter into a control agreement, which shall be in a form and substance that is satisfactory to Lender, and which shall provide that Financial Institution will comply with instructions originated by the Lender directing disposition of the funds in the Deposit Account without further consent by Debtor.

Debtor agrees that Lender may, at any time (whether before or after default) and in its sole discretion, surrender for payment and obtain payment of any portion of the Collateral, whether such have matured or the exercise of the Lender's rights results in a loss of interest or principal or other penalty on such deposits, and, in connection therewith, cause payments to be made directly to Lender.

Any and all replacement or renewal certificates and other benefits and proceeds related to the Collateral that are received by the Debtor shall be held by Debtor in trust for Lender and immediately delivered to Lender to be held as part of the Collateral.

Without limiting the foregoing, it is specifically understood and agreed that Lender shall have no responsibility for ascertaining any maturities or similar matters relating to any of the Collateral or for informing Debtor with respect to any such matters (irrespective of whether lender actually has, or may be deemed to have, knowledge thereof).

**INVESTMENT PROPERTY.** Immediately upon the execution of this Agreement or Debtor's acquiring rights in the Collateral, Debtor shall: (a) if the Collateral includes certificated securities to Lender and if the certificate is in registered form, register it in the name of Lender or deliver to Lender with the certificate a stock power satisfactory in form and substance to Lender; (b) if the Collateral includes uncertificated securities directly held by Debtor, transfer such securities from Debtor to Lender on the books of the issuer or cause the issuer to enter into and deliver to Lender a control agreement with Debtor and Lender, having a form and substance satisfactory to Lender, providing that issuer will comply with instructions originated by Lender without further consent of the registered owner and issuer will not follow instructions originated by Debtor without the Lender's written consent; (c) if the Collateral includes security entitlements, security accounts, or commodity accounts, cause the Lender to become the holder of the entitlements or accounts or cause the securities intermediary and/or the commodity intermediary to enter into and deliver to Lender an agreement with Debtor and Lender, in a form and substance satisfactory to Lender, providing that said intermediary will comply with entitlements or orders originated by Lender without further consent by Debtor and will not comply with orders originated by Debtor without Lender's written consent; (d) if the Collateral includes commodity contracts, cause the commodity intermediary to enter into and deliver to Lender an agreement with Debtor and Lender, in a form and substance satisfactory to Lender, that said intermediary will apply any value distributed on account of the commodity contract as directed by Lender without further consent by the commodity customer and will not comply with orders originated by Debtor without Lender's written consent.

Upon demand by Lender, Debtor shall execute, assign, and endorse all proxies, applications, acceptances, stock powers, chattel paper, documents, instruments, or other evidence of payment or writing constituting or relating to any of the Collateral, all in such form and substance as may be satisfactory to Lender.

Lender shall also have a security interest in all investment property, rights, and interest of every description at any time issued or issuable as an addition to, in substitution of exchange for, or with respect to the Collateral, including, without limitation, shares issued as dividends or as the result of any reclassifications, merger, spin-off, or other reorganization. Debtor shall deliver promptly to Lender in the exact form received, any such securities or other property which come into the possession, custody, or control of Debtor, and shall with respect to such property transfer control to Lender in accord with the paragraphs above.

In its discretion and without notice to Debtor, the Lender may take any one or more of the following actions, without liability except to account for the property actually received: (a) transfer or register in its name or the name of its nominee any of the Collateral, with or without liability except to account for the property actually received; (b) transfer or register in its name or the name of its nominee any of the Collateral, with or without identification of the security interest herein created, and whether or not so transferred or registered, receive the income, dividends and other distributions thereon and hold them to apply them to the Obligations in any order of priority; (c) to the fullest extent possible under applicable law, exercise or cause to be exercised all voting and corporate powers with respect to any of the Collateral, including all rights of conversion, exchange, subscription, and any other rights, privileges, or options pertaining to such Collateral, as if the absolute owner thereof; (d) exchange any of the Collateral for other property upon a reorganization, recapitalization, or other readjustment and, in connection therewith,



deposit any of the Collateral with any committee or depository upon such terms as the Lender may determine; and (e) in its absolute discretion to exercise or to withhold the exercise of any of the rights, powers, privileges, and options expressly or implicitly granted to the Lender in this Agreement, without duty to do so and without responsibility for any failure to do so or to delay in so doing.

Without limiting any other right of Lender, on default the Lender may, to the fullest extent permitted by applicable law, without notice, advertisement, hearing, or process of law of any kind, sell any or all of the Collateral, free of all rights and claims of the Debtor therein or thereto, on any recognized market or exchange at any price reasonably consistent with the market price occurring at the time of the sale of the Collateral and, notwithstanding any recent or current decreases or increases in that market price, the sale of the Collateral on such recognized market or exchange shall be deemed reasonable if conducted under ordinary terms regardless of how soon after default the Lender sells such Collateral.

**ADDITIONAL COLLATERAL.** In the event that Lender should, at any time, determine that the Collateral or Lender's security interest in the Collateral is impaired, insufficient, or has declined or may decline in value, or if Lender should deem that payment of the Obligations is insecure, time being of the very essence, then Lender may require, and Debtor agrees to furnish, additional Collateral that is satisfactory to Lender. Lender shall provide notice as provided for in this Agreement to Debtor regarding additional Collateral. Lender's request for additional Collateral shall not affect any other subsequent right of Lender to request additional Collateral.

**FINANCING STATEMENT(S) AND LIEN PERFECTION.** Lender is authorized to file a conforming financing statement or statements to perfect its security interest in the Collateral, as provided in Revised Article 9, Uniform Commercial Code - Secured Transactions. Debtor agrees to provide such information, supplements, and other documents as Lender may from time to time require to supplement or amend such financing statement filings, in order to comply with applicable state or federal law and to preserve and protect the Lender's rights in the Collateral. The Debtor further grants the Lender a power of attorney to execute any and all documents necessary for the Lender to perfect or maintain perfection of its security interest in the Collateral, and to change or correct any error on any financing statement or any other document necessary for proper placement of a lien on any Collateral which is subject to this Agreement.

**LANDLORD'S WAIVER.** Upon request, Debtor shall furnish to Lender, in a form and upon such terms as are acceptable to Lender, a landlord's waiver of all liens with respect to any Collateral covered by this Agreement that is or may be located upon leased premises.

**RELATIONSHIP TO OTHER AGREEMENTS.** This Agreement and the security interests (and pledges and assignments, as applicable) herein granted are in addition to (and not in substitution, novation or discharge of) any and all prior or contemporaneous security agreements, security interest, pledges, assignments, mortgages, liens, rights, titles, or other interests in favor of Lender or assigned to Lender by others in connection with the Obligations. All rights and remedies of Lender in all such agreements are cumulative.

**TAXES, LIENS, ETC.** The Debtor agrees to pay all taxes, levies, judgments, assessments, and charges of any nature whatsoever relating to the Collateral or to the Debtor's business. If the Debtor fails to pay such taxes or other charges, the Lender, at its sole discretion, may pay such charges on behalf of the Debtor; and all sums so dispensed by the Lender, including reasonable attorneys' fees, court costs, expenses, and other charges relating thereto, shall become a part of the Obligations and shall be payable on demand.

**ENVIRONMENTAL HAZARDS.** Debtor certifies that as to any real estate which has been, is now, or will be in the future owned or occupied by Debtor, that such real estate has not in the past, nor will now or in the future be allowed in any manner to be exposed to or contain hazardous or environmentally harmful substances as may be defined or regulated by any local, state or federal law or regulation which impacts, in any way, such substances, except to the extent the existence of such substances has been presently disclosed in writing to Lender, and Debtor will immediately notify Lender in writing of any assertion made by any party to the contrary. Debtor indemnifies and holds Lender and Lender's directors, officers, employees, and agents harmless from any liability or expense of whatsoever nature, including reasonable attorneys' fees, incurred directly or indirectly as a result of Debtor's involvement with hazardous or environmentally harmful substances as may be defined or regulated as such under any local, state or federal law or regulation or Debtor's ownership or occupation of any real estate upon which any hazardous or environmentally harmful substance is or was previously located.

**PROTECTION OF COLLATERAL.** Debtor agrees that Lender may, at Lender's sole option, whether before or after any event of default, and without prior notice to Debtor, take the following actions to protect Lender's interest in the Collateral: (a) pay for the maintenance, preservation, repair, improvement, or testing of the Collateral; (b) pay any filing, recording, registration, licensing, certification, or other fees and charges related to the Collateral; or (c) take any other action to preserve and protect the Collateral or Lender's rights and remedies under this Agreement, as Lender may deem necessary or appropriate from time to time. Debtor agrees that Lender is not obligated and has no duty whatsoever to take the foregoing actions. Debtor further agrees to reimburse Lender promptly upon demand for any payment made or any expenses incurred by Lender pursuant to this authorization. Payments and expenditures made by Lender under this authorization shall constitute additional Obligations, shall be secured by this Agreement, and shall bear interest thereon from the date incurred at the maximum rate of interest, including any default rate, if one is provided, as set forth in the notes secured by this obligation.

**INFORMATION AND REPORTING.** The Debtor agrees to supply to the Lender such financial and other information concerning its affairs and the status of any of its assets as the Lender, from time to time, may reasonably request. The Debtor further agrees to permit the Lender, its employees, and agents, to have access to the Collateral for the purpose of inspecting it, together with all of the Debtor's other physical assets, if any, and to permit the Lender, from time to time, to verify Accounts, if any, as well as to inspect, copy, and to examine the books, records, and files of the Debtor.

**DEFAULT.** The occurrence of any of the following events shall constitute a default of this Agreement: (a) the non-payment, when due (whether by acceleration of maturity or otherwise), of any amount payable on any of the Obligations or any extension or renewal thereof; (b) the failure to perform any agreement of the Debtor contained herein or in any other agreement Debtor has or may have with Lender; (c) the publication of any statement, representation, or warranty, whether written or oral, by the Debtor to the Lender, which at any time is untrue in any respect as of the



date made; (d) the condition that any Debtor becomes insolvent or unable to pay debts as they mature, or makes an assignment for the benefit of the Debtor's creditors, or conveys substantially all of its assets, or in the event of any proceedings instituted by or against any Debtor alleging that such Debtor is insolvent or unable to pay debts as they mature (failure to pay being conclusive evidence of inability to pay); (e) Debtor makes application for appointment of a receiver or any other legal custodian, or in the event that a petition of any kind is filed under the Federal Bankruptcy Code by or against such Debtor and the resulting proceeding is not discharged within thirty days after filing; (f) the entry of any judgment against any Debtor, or the issue of any order of attachment, execution, sequestration, claim and delivery, or other order in the nature of a writ levied against the Collateral; (g) the death of any Debtor who is a natural person, or of any partner of any Debtor that is a partnership; (h) the dissolution, liquidation, suspension of normal business, termination of existence, business failure, merger, or consolidation or transfer of a substantial part of the property of any Debtor which is a corporation, limited liability company, partnership, or other non-individual business entity; (i) the Collateral or any part of the Collateral declines in value in excess of normal wear, tear, and depreciation or becomes, in the judgment of Lender, impaired, unsatisfactory, or insufficient in character or value, including but not limited to the filing of a competing financing statement; breach of warranty that the Debtor is the owner of the Collateral free and clear of any encumbrances (other than those encumbrances disclosed by Debtor or otherwise made known to Lender, and which were acceptable to Lender at the time); sale of the Collateral (except in the ordinary course of business) without Lender's express written consent; failure to keep the Collateral insured as provided herein; failure to allow Lender to inspect the Collateral upon demand or at reasonable time; failure to make prompt payment of taxes on the Collateral; loss, theft, substantial damage, or destruction of the Collateral; and, when Collateral includes inventory, accounts, chattel paper, or instruments, failure of account debtors to pay their obligations in due course; or (j) the Lender in good faith, believes the Debtor's ability to repay the Debtor's indebtedness secured by this Agreement, any Collateral, or the Lender's ability to resort to any Collateral, is or soon will be impaired, time being of the very essence.

**REMEDY.** Upon the occurrence of an event of default, Lender, at its option, shall be entitled to exercise any one or more of the remedies described in this Agreement, in all documents evidencing the Obligations, in any other agreements executed by or delivered by Debtor for benefit of Lender, in any third-party security agreement, mortgage, pledge, or guaranty relating to the Obligations, in the Uniform Commercial Code of the state of Kentucky, and all remedies at law and equity, all of which shall be deemed cumulative. The Debtor agrees that, whenever a default exists, all Obligations may (notwithstanding any provision in any other agreement), at the sole option and discretion of the Lender and without demand or notice of any kind, be declared, and thereupon immediately shall become due and payable; and the Lender may exercise, from time to time, any rights and remedies, including the right to immediate possession of the Collateral, available to it under applicable law. The Debtor agrees, in the case of default, to assemble, at its own expense, all Collateral at a convenient place acceptable to the Lender. The Lender shall, in the event of any default, have the right to take possession of and remove the Collateral, with or without process of law, and in doing so, may peacefully enter any premises where the Collateral may be located for such purpose. Debtor waives any right that Debtor may have, in such instance, to a judicial hearing prior to such retaking. The Lender shall have the right to hold any property then in or upon said Collateral at the time of repossession not covered by the security agreement until return is demanded in writing by Debtor. The Lender may sell, lease, or otherwise dispose of the Collateral, by public or private proceedings, for cash or credit, without assumption of credit risk. Unless the Collateral is perishable or threatens to decline speedily in value or of a type customarily sold on a recognized market, Lender will send Debtor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition will be made. Any notification of intended disposition of the Collateral by the Lender shall be deemed to be reasonable and proper if sent United States mail, postage prepaid, electronic mail, facsimile, overnight delivery or other commercially reasonable means to the Debtor at least ten (10) days before such disposition, and addressed to the Debtor either at the address shown herein or at any other address provided to Lender in writing for the purpose of providing notice. Proceeds received by Lender from disposition of the Collateral may be applied toward Lender's expenses and other obligations in such order or manner as Lender may elect. Debtor shall be entitled to any surplus if one results after lawful application of the proceeds. If the proceeds from a sale of the Collateral are insufficient to extinguish the Obligations, the parties obligated thereon shall be liable for a deficiency. Lender shall have the right, whether before or after default, to collect and receipt for, compound, compromise, and settle, and give releases, discharges, and acquittances with respect to, any and all amounts owed by any person or entity with respect to the Collateral. Lender may remedy any default and may waive any default without waiving the default remedied and without waiving any other prior or subsequent default. The rights and remedies of the Lender are cumulative, and the exercise of any one or more of the rights or remedies shall not be deemed an election of rights or remedies or a waiver of any other right or remedy.

**EXERCISE OF LENDER'S RIGHTS.** Any delay on the part of the Lender in exercising any power, privilege, or right hereunder, or under any other document executed by Debtor to the Lender in connection herewith, shall not operate as a waiver thereof, and no single or partial exercise thereof or any other power, privilege, or right shall preclude other or further exercise thereof. The waiver by the Lender of any default of the Debtor shall not constitute a waiver of subsequent default.

**CONTINUING AGREEMENT.** This is a continuing agreement and the security interest (and pledge and assignment, as applicable) hereby granted and all of the terms and provisions of this Agreement shall be deemed a continuing agreement and shall remain in full force and effect until the Obligations are paid in full. In the event that Lender should take additional Collateral, or enter into other security agreements, mortgages, guarantees, assignments, or similar documents with respect to the Obligations, or should Lender enter into other such agreements with respect to other obligations of Debtor, such agreements shall not discharge this Agreement, which shall be construed as cumulative and continuing and not alternative and exclusive.

Any attempted revocation or termination shall only be effective if explicitly confirmed in a signed writing issued by Lender to such effect and shall in no way impair or affect any transactions entered into or rights created or liabilities incurred or arising prior to such revocation or termination, as to which this Agreement shall be truly operative until same are repaid and discharged in full. Unless otherwise required by applicable law, Lender shall be under no obligation to issue a termination statement or similar document unless Debtor requests same in writing, and providing further, that all Obligations have been repaid and discharged in full and there are no commitments to make advances, incur any obligations, or otherwise give value.



**ABSENCE OF CONDITIONS OF LIABILITY.** This Agreement is unconditional. Lender shall not be required to exhaust its remedies against Debtor, other collateral, guarantors, or any third party, or pursue any other remedies within Lender's power before being entitled to exercise its remedies hereunder. Lender's rights to the Collateral shall not be altered by the lack of validity or enforceability of the Obligations against Debtor, and this Agreement shall be fully enforceable irrespective of any counterclaim which the Debtor may assert on the underlying debt and notwithstanding any stay, modification, discharge, or extension of Debtor's Obligation arising by virtue of Debtor's insolvency, bankruptcy, or reorganization, whether occurring with or without Lender's consent.

**NOTICES.** Any notice or demand given by Lender to Debtor in connection with this Agreement, the Collateral, or the Obligations, shall be deemed given and effective upon deposit in the United States mail, postage prepaid, electronic mail, facsimile, overnight delivery or other commercially reasonable means addressed to Debtor at the address designated at the beginning of this Agreement, or such other address as Debtor may provide to Lender in writing from time to time for such purposes. Actual notice to Debtor shall always be effective no matter how such notice is given or received.

**WAIVERS.** Debtor waives notice of Lender's acceptance of this Agreement, defenses based on suretyship, and to the fullest extent permitted by law, any defense arising as a result of any election by Lender under the Bankruptcy Code or the Uniform Commercial Code. Debtor and any maker, endorser, guarantor, surety, third-party pledgor, and other party executing this Agreement that is liable in any capacity with respect to the Obligations hereby waive demand, notice of intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, and any other similar notice whatsoever. Debtor further waives any defense arising by reason of a disability or other defense of any third party or by reason of the cessation from any cause whatsoever of the liability of any third party.

**WAIVER OF JURY TRIAL.** All parties to this Agreement hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Agreement or any other instrument, document or agreement executed or delivered in connection with this Agreement or the Related Documents.

**JOINT AND SEVERAL LIABILITY.** The liability of all parties obligated in any manner under this Agreement shall be joint and several, to the extent of their respective obligations.

**SEVERABILITY.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but, in the event any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity and shall be severed from the rest of this Agreement without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**SURVIVAL.** The rights and privileges of the Lender hereunder shall inure to the benefits of its successors and assigns, and this Agreement shall be binding on all heirs, executors, administrators, assigns, and successors of Debtor.

**ASSIGNABILITY.** Lender may assign, pledge, or otherwise transfer this Agreement or any of its rights and powers under this Agreement without notice, with all or any of the Obligations, and in such event the assignee shall have the same rights as if originally named herein in place of Lender. Debtor may not assign this Agreement or any benefit accruing to it hereunder without the express written consent of the Lender.

**ATTORNEY'S FEES, COSTS, AND EXPENSES.** Debtor agrees to pay all of Lender's fees, costs, and expenses arising out of or related to the enforcement of this Agreement or the relationship between the parties. Included in the fees that Lender may recover from Debtor are the reasonable attorney's fees that Lender incurs, including all fees incurred in the course of representing Lender before, during, or after any lawsuit, arbitration, or other proceeding and those incurred in appeals, whether the issues arise out of contract, tort, bankruptcy, or any other area of law. Included in the costs and expenses which Lender may recover are all court, alternative dispute resolution or other collection costs, and all expenses incidental to perfecting Lender's security interests and liens, preserving the Collateral (including payment of taxes and insurance), records searches, and expenses related to audits, inspection, and copying. All amounts Lender is entitled to recover shall accrue interest at the highest rate provided in any of the Related Documents from the date any such fee, cost, or expense is incurred.

**GOVERNING LAW.** This Agreement has been delivered in the State of Kentucky and shall be construed in accordance with the laws of that state.

**HEADINGS AND GENDER.** The headings preceding text in this Agreement are for general convenience in identifying subject matter, but have no limiting impact on the text which follows any particular heading. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require.

**COUNTERPARTS.** This Agreement may be executed by the parties using any number of copies of the Agreement. All executed copies taken together will be treated as a single Agreement.

**TIME IS OF THE ESSENCE.** Time is of the essence in the performance of all obligations of Debtor.

**INTERPRETATION AND CONSTRUCTION.** Except as otherwise defined in this Agreement, all terms herein shall have the meanings provided by the Uniform Commercial Code as it has been adopted in the state of Kentucky. Any ambiguities between this Agreement and any loan agreement executed by the Debtor in conjunction with this Agreement shall be resolved using the provisions of the loan agreement, to the extent necessary to eliminate any such ambiguity.

**RELEASE OF LIABILITY.** Debtor releases Lender from any liability which might otherwise exist for any act or omission of Lender related to the collection of any debt secured by this Agreement or the disposal of any Collateral, except for the Lender's willful misconduct.





**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**By signing this Agreement, Debtor acknowledges reading, understanding, and agreeing to all its provisions and receipt of a copy hereof.**

OLD BRIDGE GAS UTILITY LLC

• *Timothy J Sayers* *10/31/24*  
By: TIMOTHY J SAYERS Date  
Its: Managing Member

• *Rebecca G Sayers* *10/31/24*  
By: REBECCA G SAYERS Date  
Its: Member



COMMERCIAL SECURITY AGREEMENT



101 E. High St.  
Lexington, KY 40507

LOAN NUMBER	AGREEMENT DATE	Loan Officer
32644-15	October 31, 2024	J. Miller Wilson

**BORROWER INFORMATION**

SAYERS LPG LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

OLD BRIDGE GAS UTILITY LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

**DEBTOR INFORMATION**

SAYERS LPG LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

**AGREEMENT.** "Agreement" means this Commercial Security Agreement.

**BORROWER.** "Borrower" means SAYERS LPG LLC and OLD BRIDGE GAS UTILITY LLC.

**DEBTOR.** "Debtor" means SAYERS LPG LLC.

**LENDER.** "Lender" means Bank of the Bluegrass & Trust Co. whose address is 101 E. High St., Lexington, Kentucky 40507, its successors and assigns.

**SECURITY INTEREST GRANT.** Debtor, in consideration of the Obligations, hereby agrees to all of the terms of this Agreement and further hereby specifically grants Lender a continuing security interest in the Collateral. Debtor further grants Lender a security interest in the proceeds of said Collateral; the proceeds of hazard insurance and eminent domain or condemnation awards involving the Collateral; all products of, substitutions, replacements, and accessions to such Collateral or interests therein; any and all deposits or other sums at any time credited by or due from Lender to Debtor; and any and all instruments, documents, policies, and certificates of insurance, securities, goods, accounts receivable, choses in action, chattel paper, cash, property, and the proceeds thereof (whether or not the same are Collateral or proceeds thereof hereunder), owned by Debtor or in which Debtor has an interest which are now or at any time hereafter in possession or control of Lender, or in transit by mail or carrier to or from Lender, or in possession of any third party acting on Lender's behalf, without regard to whether Lender received the same in pledge, for safekeeping, as agent or otherwise, or whether Lender has conditionally released the same. Debtor's grant of a continuing security interest in the Collateral secures to Lender the payment of all Obligations, including all renewals and extensions thereof, whether heretofore, now, or hereafter existing or arising and howsoever incurred or evidenced, whether primary, secondary, contingent, or otherwise.

**DESCRIPTION OF COLLATERAL.** The collateral covered by this Agreement (the "Collateral") is all of Debtor's assets including, without limitation, documents, documents of title (including, without limitation, warehouse receipts and bills of lading), "As-Extracted Collateral," "Fixtures," "Goods," and all of the Debtor's property described below which the Debtor now owns or may hereafter acquire or create and all proceeds and products thereof, whether tangible or intangible, including proceeds of insurance and which may include, but shall not be limited to, any items listed on any schedule or list attached hereto.

**Equipment.** "Equipment" shall consist of all goods of the Debtor that are not inventory, farm products, or consumer goods. Equipment includes, but is not limited to, all equipment and fixtures of every nature and description whatsoever, now owned or hereafter acquired by Debtor, wherever located, including all machinery, manufacturing equipment, shop equipment, furnishings, furniture, record keeping equipment, and vehicles, together with all accessions, parts, embedded software, attachments, accessories, tools, and dies, or appurtenances thereto intended for use in connection therewith, and all substitutions, betterments, and replacements thereof and additions thereto.

**Accounts.** "Accounts" consist of the Debtor's right to payment of a monetary obligation, whether or not earned by performance, (i) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of; (ii) for services rendered or to be rendered; (iii) for a policy of insurance issued or to be issued; (iv) for a secondary obligation incurred or to be incurred; (v) for energy provided or to be provided; (vi) for the use or hire of a vessel under a charter or other contract; (vii) arising out of the use of a credit card or charge card or for information contained on or for use with the card; (viii) as winnings in a lottery or other game of chance sponsored by a state, governmental unit of a state; or (ix) for health-care-insurance receivables. The term does not include (i) chattel paper, (ii) commercial tort claims, (iii) deposit accounts, (iv) investment property, (v) letter-of-credit rights or letters of credit, (vi) rights to payment for money or funds advanced or sold, other than rights arising out of the use of a credit or charge card or information contained on or for use with the card, or (vii) rights to payment evidenced by an instrument.



**Inventory.** "Inventory" consists of all inventory and goods, other than farm products, which (i) are leased by Debtor as lessor, (ii) are held by Debtor for sale or lease or to be furnished under a contract of service, (iii) are furnished by Debtor under a contract of service, or (iv) consist of raw materials, work in process, or materials used or consumed in business.

**Instruments.** "Instruments" consist of all negotiable instruments and any other writings that evidence a right to payment of a monetary obligation, are not themselves security agreements or leases, and are of a type that in the ordinary course of business are transferred by delivery with any necessary endorsement or assignment. The term does not include (i) investment property, (ii) letters of credit, or (iii) writings that evidence a right to payment arising out of the use of a credit or charge card or information contained on or for use with the card.

**General Intangibles.** "General Intangibles" shall consist of all personal property now owned or hereafter acquired by the Debtor, including things in action, other than accounts, chattel paper, commercial tort claims, deposit accounts, goods, instruments, investment property, letter of credit rights, letters of credit, money, and oil, gas, or other minerals before extraction. General Intangibles shall also include all payment intangibles now held or hereafter acquired by Debtor and all software now owned or hereafter acquired by Debtor, which is not encompassed by the term "Goods," and all supporting information pertaining or relating thereto. General Intangibles include, but are not limited to, intellectual property, rights that arise under a license of intellectual property, including the right to exploit the intellectual property without liability for infringement, and the right to payment of a loan of funds that is not evidenced by chattel paper or an instrument.

**Investment Property.** "Investment Property" shall consist of all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodities contracts, and commodities accounts now held or hereafter acquired by the Debtor, together with all contracts, instruments, and general intangibles related thereto and all monies, income, proceeds, and benefits attributable or accruing to said property, including, but not limited to, all stock rights, options, rights to subscribe, dividends, liquidating dividends, stock dividends, dividends paid in stock, new securities, and the properties and benefits to which the Debtor is, or may hereafter become, entitled to receive on account of said property.

**Chattel Paper.** "Chattel Paper" shall consist of all records now held or hereafter acquired by Debtor that evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods. In this paragraph, "monetary obligation" means a monetary obligation secured by the goods or owed under a lease of the goods and includes a monetary obligation with respect to software used in the goods. The term does not include (i) charters or other contracts involving the use or hire of a vessel, or (ii) records that evidence a right to payment arising out of the use of a credit card or charge card of information contained on or for use with the card. If a transaction is evidenced by records that include an instrument or series of instruments, the group of records taken together constitutes chattel paper. The definition of chattel paper includes electronic chattel paper.

**Titled Vehicle.** "Titled Vehicle" consists of any and all vehicle(s) and all additions and accessions to the vehicle(s), and any replacements and substitutions of the vehicle(s). It also includes all documents of title related to the vehicle(s) as well as all products, rents, and proceeds of the vehicle(s).

**Deposit Accounts.** "Deposit Accounts" shall consist of all demand, time, savings, passbook, and similar deposit accounts which are now or are hereafter held by the Debtor in Lender's institution, or maintained in any other organization that is engaged in the business of banking, including any savings bank, savings and loan association, credit union, or trust company ("Financial Institution"). Deposit Accounts do not include qualifying tax-deferred accounts as defined in the Internal Revenue Code, as currently in effect and amended from time to time (e.g., Individual Retirement Arrangements, qualified retirement plans, Health Savings Accounts, etc.).

**OBLIGATIONS.** "Obligations" means any and all of Borrower's obligations to Lender, whether they arise under this Agreement or the note, loan agreement, guaranty, or other evidence of debt executed in connection with this Agreement, or under any other mortgage, trust deed, deed of trust, security deed, security agreement, note, lease, instrument, contract, document, or other similar writing heretofore, now, or hereafter executed by the Borrower to Lender, including any renewals, extensions and modifications thereof, and including oral agreements and obligations arising by operation of law. The Obligations include all interest and all of Lender's costs, fees, and expenses recoverable pursuant to this Agreement, any other agreement between the parties, or under applicable law, including all such costs, fees, and expenses that may arise after the filing of any petition by or against Borrower or Debtor under the Bankruptcy Code, irrespective of whether the Obligations do not accrue because of an automatic stay. Without limiting the foregoing, the Obligations expressly include the following:

**Promissory Note.** The principal amount of \$584,000.00 evidenced by the promissory note dated October 31, 2024 made by Borrower payable to the order of Lender, and all interest, charges, and other amounts which may be or may become owed as provided under the terms of said promissory note, and any and all amendments, modifications, renewals, extensions, reamortizations, or substitutions thereof.

**FUTURE ADVANCES AND AFTER-ACQUIRED PROPERTY.** Future advances may be made at any time by the Lender under this Agreement to the extent allowed by law. The security interest grant contained in this Agreement also applies to any Collateral of the type(s) identified in this Agreement that the Debtor acquires after this Agreement is executed, except that no security interest attaches to after-acquired consumer goods unless the Debtor acquires rights in such goods within 10 days of Lender giving value. In anticipation of future advances by Lender, the Debtor authorizes Lender to file any necessary financing statements to protect Lender's security interest.



**RELATED DOCUMENTS.** "Related Documents" means all promissory notes, security agreements, mortgages, deeds of trust, deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents, and any other documents or agreements executed in connection with this Agreement whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Agreement by reference thereto, with the same force and effect as if fully set forth herein.

**GENERAL REPRESENTATIONS, WARRANTIES, AND COVENANTS.** Debtor represents, warrants, and covenants the following:

**Debtor's Existence and Organization.** Debtor is fully formed and in good standing under all laws governing Debtor and Debtor's business. Debtor has or will provide Lender with documentation regarding Debtor's state of organization or formation, and Debtor further warrants that Debtor will not change Debtor's state of organization or formation without Lender's prior written consent. Debtor will assist Lender with any changes to any documents, filings, or other records resulting or required by any change in the Debtor's state of organization or formation. The execution of this Agreement will not create any breach of any provision of the Debtor's organizational documents.

**Authority.** Debtor has the power and authority to execute this Agreement and the Related Documents and to bind Debtor to the obligations created in this Agreement and the Related Documents. The execution of this Agreement will not create any breach of any other agreement to which the Debtor is or may become a party. Debtor has obtained all licenses, permits, and the like which Debtor is required by law to file or obtain, and all such taxes and fees for such licenses and permits required to be paid have been paid in full.

**Debtor's Name.** Debtor will not conduct business under any name other than that given at the beginning of this Agreement, nor change, nor reorganize the type of business entity as described, except upon the prior written approval of Lender, in which event the Debtor agrees to execute any documentation of whatsoever character or nature required by Lender for filing or recording, at the Debtor's expense, before such change occurs.

**Business Address.** Debtor will keep all records of account, documents, evidence of title, and all other documentation regarding its business and the Collateral at the address specified at the beginning of this Agreement, unless notice thereof is given to Lender at least ten (10) days prior to the change of any address for the keeping of such records.

**Title.** Debtor has or will acquire free and clear title to all of the Collateral, unless otherwise provided herein. All of the Collateral exists and is or will be actual property of the Debtor.

**No Encumbrances or Transfer of Collateral.** Debtor will not allow or permit any lien, security interest, adverse claim, charge, or encumbrance of any kind against the Collateral or any part thereof without Lender's prior written consent. Except as otherwise provided under this Agreement, Debtor will not, without Lender's prior written consent, sell assign, transfer, lease, charter, encumber, hypothecate, or dispose of the Collateral or any part thereof or any interest therein nor will Debtor offer to sell, assign, transfer, lease, charter, encumber, hypothecate, or dispose of the Collateral or any part thereof or any interest therein.

**Priority.** The security interest granted to Lender shall be a first security interest unless Lender specifically agrees otherwise, and Debtor will defend the same against the claims and demands of all persons.

**Facilitation of Security Interest.** Debtor will fully cooperate in placing, perfecting, and maintaining Lender's lien or security interest against or in the Collateral and Debtor agrees to take whatever actions requested by Lender to perfect and continue Lender's security interest in the Collateral. Debtor specifically authorizes the Lender to file the necessary financing statements to perfect the Lender's security interest in the Collateral.

**Location of Collateral.** All of the Collateral is located in the state where the Debtor is located, as identified in this Agreement, unless otherwise certified to and agreed to by Lender, or, alternatively, is in possession of the Lender. Debtor will not remove or change the location of any Collateral without Lender's prior written consent and will allow the Lender to inspect the Collateral upon reasonable request.

**Use of Collateral.** Debtor will use the Collateral only in the conduct of its own business, in a careful and proper manner. Debtor will not use the Collateral or permit it to be used for any unlawful purpose.

**Good Condition and Repair.** Debtor will, at all times, maintain the Collateral in good condition and repair.

**Financial Information and Filing.** All financial information and statements delivered by Debtor to Lender have been prepared in accordance with generally accepted accounting principles consistently applied, and fully and fairly present the financial condition of Debtor and there has been no material adverse change in Debtor's business, Collateral, or condition, either financial or otherwise, since Debtor last submitted any financial information to Lender. Debtor has filed all federal, state and local tax returns and other reports and filings required by law to be filed before the date of this Agreement and has paid all taxes, assessments, and other charges that are due and payable prior to the date of this Agreement. Debtor has made reasonable provision for these types of payments that are accrued but not yet payable. Debtor does not know of any deficiency or additional assessment not disclosed in the Debtor's books and records.

**No Litigation.** There are no existing or pending suits or proceedings, including set-off or counterclaim, which are threatened or pending against Debtor which may result in any material adverse change in Debtor's financial condition or which might materially affect any of the Collateral. Debtor will promptly notify Lender in writing of all threatened and actual litigation, governmental proceedings, default, and every other occurrence that may have a material adverse effect on Debtor's business, financial condition, or the Collateral.

**No Misrepresentations.** All representations and warranties in this Agreement and the Related Documents are true and correct and no material fact has been omitted.



**INSURANCE.** The Debtor agrees that it will, at its own expense, fully insure the Collateral against all loss or damage for any risk of whatsoever nature in such amounts, with such companies, and under such policies as shall be satisfactory to the Lender. Lender will be named as loss payee, or at Lender's request, as mortgagee, and, if requested by Lender, all insurance policies shall include a lender's loss payable endorsement. The Lender is granted a security interest in the proceeds of such insurance and may apply such proceeds as it may receive toward the payment of the Obligations, whether or not due, in such order as the Lender may in its sole discretion determine. The Debtor agrees to maintain, at its own expense, public liability and property damage insurance upon all its other property, to provide such policies in such form as the Lender may approve, and to furnish the Lender with copies of other evidence of such policies and evidence of the payments of the premiums thereon. All policies of insurance shall provide for a minimum 30 days' written notice of cancellation to Lender. At the request of Lender, such policies of insurance shall be delivered to and held by Lender. Debtor agrees that Lender is authorized to act as attorney for Debtor in obtaining, adjusting, settling, and canceling such insurance and endorsing any drafts or instruments issued or connected with such insurance. Debtor specifically authorizes Lender to disclose information obtained in conjunction with this Agreement and from policies of insurance to prospective insurers of the Collateral. If the Debtor at any time fails to obtain or to maintain any of the insurance required above or pay any premium in whole or in part relating thereto, the Lender, without waiving any default hereunder, may make such payment or obtain such policies as the Lender, in its sole discretion, deems advisable to protect the Debtor's property. All costs incurred by the Lender, including reasonable attorneys' fees, court costs, expenses, and other charges thereby incurred, shall become a part of the Obligations and shall be payable on demand.

**ACCOUNTS.** As of the time any account becomes subject to the security interest (or pledge or assignment as applicable) granted hereby, Debtor shall be deemed further to have warranted as to each and all of such accounts as follows: (a) each account and all papers and documents relating thereto are genuine and in all respects what they purport to be; (b) each account is valid and subsisting and arises out of a bona fide sale of goods sold and delivered to, or out of and for services theretofore actually rendered by Debtor to, the account debtor named in the account or other bona fide transaction; (c) the amount of the account represented as owing is the correct amount actually and unconditionally owing except for normal cash discounts and is not subject to any setoffs, credits, defenses, or countercharges; and (d) Debtor is the owner thereof free and clear of any charges, liens, security interests, adverse claims, and encumbrances of any and every nature whatsoever.

Lender shall have the right in its own name or in the name of the Debtor, whether before or after default, to require Debtor: (1) to transmit all proceeds of collection of accounts to Lender; (2) to notify any and all account debtors to make payments of the accounts directly to Lender; (3) to demand, collect, receive, receipt for, sue for, compound, and give acquittal for, any and all amounts due or to become due on the accounts and to endorse the name of the Debtor on all commercial paper given in payment or part payment thereof; and (4) in Lender's discretion, to file any claim or take any other action or proceeding that Lender may deem necessary or appropriate to protect and preserve and realize upon the accounts and related Collateral.

Unless and until Lender elects to collect accounts, and the privilege of Debtor to collect accounts is revoked by Lender in writing, Debtor shall continue to collect accounts, account for same to Lender, shall not commingle the proceeds of collections of accounts with any funds of the Debtor, and shall deposit such proceeds in an account with Lender. In order to assure collection of accounts in which Lender has an interest hereunder, Lender may notify the post office authorities to change the address for delivery of mail addressed to Debtor to such address as Lender may designate, open and dispose of such mail, and receive the collections of accounts included therewith. Lender shall have no duty or obligation whatsoever to collect any account or to take any other action or preserve or protect the Collateral; however, should Lender elect to collect any account or take possession of the Collateral, Debtor releases Lender from any claim or claims for loss or damage arising from any act or omission in connection therewith, and costs of collection incurred by Lender shall be an obligation secured hereby and constitute a portion of the Obligations.

Upon request by Lender, whether before or after default, Debtor shall take such action and execute and deliver such documents as Lender may reasonably request in order to identify, confirm, mark, segregate, and assign accounts and to evidence Lender's interest in same. Without limiting the foregoing Debtor, upon request, agrees to assign accounts to Lender, identify and mark accounts as being subject to the security interest for pledge (or assignment as applicable) granted hereby, mark Debtor's books and records to reflect such assignments, and forthwith to transmit to Lender in the form as received by Debtor any and all proceeds of collection of such accounts.

Debtor will deliver to Lender prior to the 10th day of each month, or with such other frequency as Lender may request, a written report in form and content satisfactory to Lender, showing a listing and aging of accounts and such other information as Lender may request from time to time. Debtor shall immediately notify Lender of the assertion by any account debtor of any setoff, defense, or claim regarding an account or any other matter adversely affecting an account.

Returned or repossessed goods arising from or relating to any accounts included within the Collateral shall, if requested by Lender, be held separate and apart from any other property. Debtor, on request by Lender shall report to Lender identifying information with respect to any such goods relating to accounts included in transactions under this Agreement.

**INVENTORY.** Debtor will deliver to Lender prior to the 10th day of each month, or on such other frequency as Lender may request, a written report in form and content satisfactory to Lender, with respect to the preceding month or other applicable period showing Debtor's opening inventory, inventory acquired, inventory sold, inventory returned, inventory used in Debtor's business, closing inventory, and other inventory not with the preceding categories, and such other information as Lender may request from time to time. Debtor shall immediately notify Lender of any matter adversely affecting the inventory, including, without limitation, any event causing loss or depreciation in the value of the inventory and the amount of such possible loss or depreciation.

Debtor will promptly notify Lender in writing of any addition to, change in, or discontinuance of its place(s) of business as shown in this Agreement, and the location of the office where it keeps its records. All Collateral will be located at the place(s) of business shown herein, as modified by any written notice(s) given pursuant hereto.

Unless and until the privilege of Debtor to use inventory in the ordinary course of Debtor's business is revoked by Lender in the event of default or if Lender deems itself insecure, Debtor may use the inventory in any manner not inconsistent with this Agreement, may sell that part of the



Collateral consisting of inventory provided that all such sales are in the ordinary course of business, and may use and consume any raw materials or supplies that are necessary in order to carry on Debtor's business. A sale in the ordinary course of business does not include a transfer in partial or total satisfaction of a debt.

All accounts that arise from the sale of the inventory included within the Collateral shall be subject to all of the terms and provisions hereof pertaining to accounts.

Debtor shall take all action necessary to protect and preserve the inventory.

**INSTRUMENTS.** Debtor shall immediately deliver to Lender all instruments included in the Collateral. Negotiable instruments shall be endorsed to the order of Lender. With respect to other writing(s) evidencing a right to the payment of money that, in the ordinary course of business, is transferred by delivery with any necessary endorsement or assignment, Debtor shall deliver to Lender and to any third-party issuer a document of assignment in a form and content satisfactory to Lender assigning the Debtor's rights in the said writing(s), and the third-party issuer shall acknowledge receipt of notice of the assignment.

Debtor agrees that Lender may, at any time (whether before or after default) and in its sole discretion, surrender for payment and obtain payment of any portion of the Collateral.

Any and all replacement instruments and other benefits and proceeds related to the Collateral that are received by the Debtor shall be held by Debtor in trust for lender and immediately delivered to Lender to be held as part of the Collateral.

**DEPOSIT ACCOUNTS.** Debtor shall immediately deliver to Lender all certificated certificates of deposit included in the Collateral. Negotiable certificates of deposit shall be endorsed to the order of Lender. Debtor shall execute any and all other documents necessary to provide an appropriate security interest in any account with Lender. With respect to Deposit Accounts held with another Financial Institution, Debtor, Lender, and Financial Institution shall enter into a control agreement, which shall be in a form and substance that is satisfactory to Lender, and which shall provide that Financial Institution will comply with instructions originated by the Lender directing disposition of the funds in the Deposit Account without further consent by Debtor.

Debtor agrees that Lender may, at any time (whether before or after default) and in its sole discretion, surrender for payment and obtain payment of any portion of the Collateral, whether such have matured or the exercise of the Lender's rights results in a loss of interest or principal or other penalty on such deposits, and, in connection therewith, cause payments to be made directly to Lender.

Any and all replacement or renewal certificates and other benefits and proceeds related to the Collateral that are received by the Debtor shall be held by Debtor in trust for Lender and immediately delivered to Lender to be held as part of the Collateral.

Without limiting the foregoing, it is specifically understood and agreed that Lender shall have no responsibility for ascertaining any maturities or similar matters relating to any of the Collateral or for informing Debtor with respect to any such matters (irrespective of whether lender actually has, or may be deemed to have, knowledge thereof).

**INVESTMENT PROPERTY.** Immediately upon the execution of this Agreement or Debtor's acquiring rights in the Collateral, Debtor shall: (a) if the Collateral includes certificated securities to Lender and if the certificate is in registered form, register it in the name of Lender or deliver to Lender with the certificate a stock power satisfactory in form and substance to Lender; (b) if the Collateral includes uncertificated securities directly held by Debtor, transfer such securities from Debtor to Lender on the books of the issuer or cause the issuer to enter into and deliver to Lender a control agreement with Debtor and Lender, having a form and substance satisfactory to Lender, providing that issuer will comply with instructions originated by Lender without further consent of the registered owner and issuer will not follow instructions originated by Debtor without the Lender's written consent; (c) if the Collateral includes security entitlements, security accounts, or commodity accounts, cause the Lender to become the holder of the entitlements or accounts or cause the securities intermediary and/or the commodity intermediary to enter into and deliver to Lender an agreement with Debtor and Lender, in a form and substance satisfactory to Lender, providing that said intermediary will comply with entitlements or orders originated by Lender without further consent by Debtor and will not comply with orders originated by Debtor without Lender's written consent; (d) if the Collateral includes commodity contracts, cause the commodity intermediary to enter into and deliver to Lender an agreement with Debtor and Lender, in a form and substance satisfactory to Lender, that said intermediary will apply any value distributed on account of the commodity contract as directed by Lender without further consent by the commodity customer and will not comply with orders originated by Debtor without Lender's written consent.

Upon demand by Lender, Debtor shall execute, assign, and endorse all proxies, applications, acceptances, stock powers, chattel paper, documents, instruments, or other evidence of payment or writing constituting or relating to any of the Collateral, all in such form and substance as may be satisfactory to Lender.

Lender shall also have a security interest in all investment property, rights, and interest of every description at any time issued or issuable as an addition to, in substitution of exchange for, or with respect to the Collateral, including, without limitation, shares issued as dividends or as the result of any reclassifications, merger, spin-off, or other reorganization. Debtor shall deliver promptly to Lender in the exact form received, any such securities or other property which come into the possession, custody, or control of Debtor, and shall with respect to such property transfer control to Lender in accord with the paragraphs above.

In its discretion and without notice to Debtor, the Lender may take any one or more of the following actions, without liability except to account for the property actually received: (a) transfer or register in its name or the name of its nominee any of the Collateral, with or without liability except to account for the property actually received; (b) transfer or register in its name or the name of its nominee any of the Collateral, with or without identification of the security interest herein created, and whether or not so transferred or registered, receive the income, dividends and other distributions thereon and hold them to apply them to the Obligations in any order of priority; (c) to the fullest extent possible under applicable law, exercise or cause to be exercised all voting and corporate powers with respect to any of the Collateral, including all rights of conversion, exchange, subscription, and any other rights, privileges, or options pertaining to such Collateral, as if the absolute owner thereof; (d) exchange any of the Collateral for other property upon a reorganization, recapitalization, or other readjustment and, in connection therewith,



deposit any of the Collateral with any committee or depository upon such terms as the Lender may determine; and (e) in its absolute discretion to exercise or to withhold the exercise of any of the rights, powers, privileges, and options expressly or implicitly granted to the Lender in this Agreement, without duty to do so and without responsibility for any failure to do so or to delay in so doing.

Without limiting any other right of Lender, on default the Lender may, to the fullest extent permitted by applicable law, without notice, advertisement, hearing, or process of law of any kind, sell any or all of the Collateral, free of all rights and claims of the Debtor therein or thereto, on any recognized market or exchange at any price reasonably consistent with the market price occurring at the time of the sale of the Collateral and, notwithstanding any recent or current decreases or increases in that market price, the sale of the Collateral on such recognized market or exchange shall be deemed reasonable if conducted under ordinary terms regardless of how soon after default the Lender sells such Collateral.

**ADDITIONAL COLLATERAL.** In the event that Lender should, at any time, determine that the Collateral or Lender's security interest in the Collateral is impaired, insufficient, or has declined or may decline in value, or if Lender should deem that payment of the Obligations is insecure, time being of the very essence, then Lender may require, and Debtor agrees to furnish, additional Collateral that is satisfactory to Lender. Lender shall provide notice as provided for in this Agreement to Debtor regarding additional Collateral. Lender's request for additional Collateral shall not affect any other subsequent right of Lender to request additional Collateral.

**FINANCING STATEMENT(S) AND LIEN PERFECTION.** Lender is authorized to file a conforming financing statement or statements to perfect its security interest in the Collateral, as provided in Revised Article 9, Uniform Commercial Code - Secured Transactions. Debtor agrees to provide such information, supplements, and other documents as Lender may from time to time require to supplement or amend such financing statement filings, in order to comply with applicable state or federal law and to preserve and protect the Lender's rights in the Collateral. The Debtor further grants the Lender a power of attorney to execute any and all documents necessary for the Lender to perfect or maintain perfection of its security interest in the Collateral, and to change or correct any error on any financing statement or any other document necessary for proper placement of a lien on any Collateral which is subject to this Agreement.

**LANDLORD'S WAIVER.** Upon request, Debtor shall furnish to Lender, in a form and upon such terms as are acceptable to Lender, a landlord's waiver of all liens with respect to any Collateral covered by this Agreement that is or may be located upon leased premises.

**RELATIONSHIP TO OTHER AGREEMENTS.** This Agreement and the security interests (and pledges and assignments, as applicable) herein granted are in addition to (and not in substitution, novation or discharge of) any and all prior or contemporaneous security agreements, security interest, pledges, assignments, mortgages, liens, rights, titles, or other interests in favor of Lender or assigned to Lender by others in connection with the Obligations. All rights and remedies of Lender in all such agreements are cumulative.

**TAXES, LIENS, ETC.** The Debtor agrees to pay all taxes, levies, judgments, assessments, and charges of any nature whatsoever relating to the Collateral or to the Debtor's business. If the Debtor fails to pay such taxes or other charges, the Lender, at its sole discretion, may pay such charges on behalf of the Debtor; and all sums so dispensed by the Lender, including reasonable attorneys' fees, court costs, expenses, and other charges relating thereto, shall become a part of the Obligations and shall be payable on demand.

**ENVIRONMENTAL HAZARDS.** Debtor certifies that as to any real estate which has been, is now, or will be in the future owned or occupied by Debtor, that such real estate has not in the past, nor will now or in the future be allowed in any manner to be exposed to or contain hazardous or environmentally harmful substances as may be defined or regulated by any local, state or federal law or regulation which impacts, in any way, such substances, except to the extent the existence of such substances has been presently disclosed in writing to Lender, and Debtor will immediately notify Lender in writing of any assertion made by any party to the contrary. Debtor indemnifies and holds Lender and Lender's directors, officers, employees, and agents harmless from any liability or expense of whatsoever nature, including reasonable attorneys' fees, incurred directly or indirectly as a result of Debtor's involvement with hazardous or environmentally harmful substances as may be defined or regulated as such under any local, state or federal law or regulation or Debtor's ownership or occupation of any real estate upon which any hazardous or environmentally harmful substance is or was previously located.

**PROTECTION OF COLLATERAL.** Debtor agrees that Lender may, at Lender's sole option, whether before or after any event of default, and without prior notice to Debtor, take the following actions to protect Lender's interest in the Collateral: (a) pay for the maintenance, preservation, repair, improvement, or testing of the Collateral; (b) pay any filing, recording, registration, licensing, certification, or other fees and charges related to the Collateral; or (c) take any other action to preserve and protect the Collateral or Lender's rights and remedies under this Agreement, as Lender may deem necessary or appropriate from time to time. Debtor agrees that Lender is not obligated and has no duty whatsoever to take the foregoing actions. Debtor further agrees to reimburse Lender promptly upon demand for any payment made or any expenses incurred by Lender pursuant to this authorization. Payments and expenditures made by Lender under this authorization shall constitute additional Obligations, shall be secured by this Agreement, and shall bear interest thereon from the date incurred at the maximum rate of interest, including any default rate, if one is provided, as set forth in the notes secured by this obligation.

**INFORMATION AND REPORTING.** The Debtor agrees to supply to the Lender such financial and other information concerning its affairs and the status of any of its assets as the Lender, from time to time, may reasonably request. The Debtor further agrees to permit the Lender, its employees, and agents, to have access to the Collateral for the purpose of inspecting it, together with all of the Debtor's other physical assets, if any, and to permit the Lender, from time to time, to verify Accounts, if any, as well as to inspect, copy, and to examine the books, records, and files of the Debtor.

**DEFAULT.** The occurrence of any of the following events shall constitute a default of this Agreement: (a) the non-payment, when due (whether by acceleration of maturity or otherwise), of any amount payable on any of the Obligations or any extension or renewal thereof; (b) the failure to perform any agreement of the Debtor contained herein or in any other agreement Debtor has or may have with Lender; (c) the publication of any statement, representation, or warranty, whether written or oral, by the Debtor to the Lender, which at any time is untrue in any respect as of the



date made; (d) the condition that any Debtor becomes insolvent or unable to pay debts as they mature, or makes an assignment for the benefit of the Debtor's creditors, or conveys substantially all of its assets, or in the event of any proceedings instituted by or against any Debtor alleging that such Debtor is insolvent or unable to pay debts as they mature (failure to pay being conclusive evidence of inability to pay); (e) Debtor makes application for appointment of a receiver or any other legal custodian, or in the event that a petition of any kind is filed under the Federal Bankruptcy Code by or against such Debtor and the resulting proceeding is not discharged within thirty days after filing; (f) the entry of any judgment against any Debtor, or the issue of any order of attachment, execution, sequestration, claim and delivery, or other order in the nature of a writ levied against the Collateral; (g) the death of any Debtor who is a natural person, or of any partner of any Debtor that is a partnership; (h) the dissolution, liquidation, suspension of normal business, termination of existence, business failure, merger, or consolidation or transfer of a substantial part of the property of any Debtor which is a corporation, limited liability company, partnership, or other non-individual business entity; (i) the Collateral or any part of the Collateral declines in value in excess of normal wear, tear, and depreciation or becomes, in the judgment of Lender, impaired, unsatisfactory, or insufficient in character or value, including but not limited to the filing of a competing financing statement; breach of warranty that the Debtor is the owner of the Collateral free and clear of any encumbrances (other than those encumbrances disclosed by Debtor or otherwise made known to Lender, and which were acceptable to Lender at the time); sale of the Collateral (except in the ordinary course of business) without Lender's express written consent; failure to keep the Collateral insured as provided herein; failure to allow Lender to inspect the Collateral upon demand or at reasonable time; failure to make prompt payment of taxes on the Collateral; loss, theft, substantial damage, or destruction of the Collateral; and, when Collateral includes inventory, accounts, chattel paper, or instruments, failure of account debtors to pay their obligations in due course; or (j) the Lender in good faith, believes the Debtor's ability to repay the Debtor's indebtedness secured by this Agreement, any Collateral, or the Lender's ability to resort to any Collateral, is or soon will be impaired, time being of the very essence.

**REMEDY.** Upon the occurrence of an event of default, Lender, at its option, shall be entitled to exercise any one or more of the remedies described in this Agreement, in all documents evidencing the Obligations, in any other agreements executed by or delivered by Debtor for benefit of Lender, in any third-party security agreement, mortgage, pledge, or guaranty relating to the Obligations, in the Uniform Commercial Code of the state of Kentucky, and all remedies at law and equity, all of which shall be deemed cumulative. The Debtor agrees that, whenever a default exists, all Obligations may (notwithstanding any provision in any other agreement), at the sole option and discretion of the Lender and without demand or notice of any kind, be declared, and thereupon immediately shall become due and payable; and the Lender may exercise, from time to time, any rights and remedies, including the right to immediate possession of the Collateral, available to it under applicable law. The Debtor agrees, in the case of default, to assemble, at its own expense, all Collateral at a convenient place acceptable to the Lender. The Lender shall, in the event of any default, have the right to take possession of and remove the Collateral, with or without process of law, and in doing so, may peacefully enter any premises where the Collateral may be located for such purpose. Debtor waives any right that Debtor may have, in such instance, to a judicial hearing prior to such retaking. The Lender shall have the right to hold any property then in or upon said Collateral at the time of repossession not covered by the security agreement until return is demanded in writing by Debtor. The Lender may sell, lease, or otherwise dispose of the Collateral, by public or private proceedings, for cash or credit, without assumption of credit risk. Unless the Collateral is perishable or threatens to decline speedily in value or of a type customarily sold on a recognized market, Lender will send Debtor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition will be made. Any notification of intended disposition of the Collateral by the Lender shall be deemed to be reasonable and proper if sent United States mail, postage prepaid, electronic mail, facsimile, overnight delivery or other commercially reasonable means to the Debtor at least ten (10) days before such disposition, and addressed to the Debtor either at the address shown herein or at any other address provided to Lender in writing for the purpose of providing notice. Proceeds received by Lender from disposition of the Collateral may be applied toward Lender's expenses and other obligations in such order or manner as Lender may elect. Debtor shall be entitled to any surplus if one results after lawful application of the proceeds. If the proceeds from a sale of the Collateral are insufficient to extinguish the Obligations, the parties obligated thereon shall be liable for a deficiency. Lender shall have the right, whether before or after default, to collect and receipt for, compound, compromise, and settle, and give releases, discharges, and acquittances with respect to, any and all amounts owed by any person or entity with respect to the Collateral. Lender may remedy any default and may waive any default without waiving the default remedied and without waiving any other prior or subsequent default. The rights and remedies of the Lender are cumulative, and the exercise of any one or more of the rights or remedies shall not be deemed an election of rights or remedies or a waiver of any other right or remedy.

**EXERCISE OF LENDER'S RIGHTS.** Any delay on the part of the Lender in exercising any power, privilege, or right hereunder, or under any other document executed by Debtor to the Lender in connection herewith, shall not operate as a waiver thereof, and no single or partial exercise thereof or any other power, privilege, or right shall preclude other or further exercise thereof. The waiver by the Lender of any default of the Debtor shall not constitute a waiver of subsequent default.

**CONTINUING AGREEMENT.** This is a continuing agreement and the security interest (and pledge and assignment, as applicable) hereby granted and all of the terms and provisions of this Agreement shall be deemed a continuing agreement and shall remain in full force and effect until the Obligations are paid in full. In the event that Lender should take additional Collateral, or enter into other security agreements, mortgages, guarantees, assignments, or similar documents with respect to the Obligations, or should Lender enter into other such agreements with respect to other obligations of Debtor, such agreements shall not discharge this Agreement, which shall be construed as cumulative and continuing and not alternative and exclusive.

Any attempted revocation or termination shall only be effective if explicitly confirmed in a signed writing issued by Lender to such effect and shall in no way impair or affect any transactions entered into or rights created or liabilities incurred or arising prior to such revocation or termination, as to which this Agreement shall be truly operative until same are repaid and discharged in full. Unless otherwise required by applicable law, Lender shall be under no obligation to issue a termination statement or similar document unless Debtor requests same in writing, and providing further, that all Obligations have been repaid and discharged in full and there are no commitments to make advances, incur any obligations, or otherwise give value.





**ABSENCE OF CONDITIONS OF LIABILITY.** This Agreement is unconditional. Lender shall not be required to exhaust its remedies against Debtor, other collateral, guarantors, or any third party, or pursue any other remedies within Lender's power before being entitled to exercise its remedies hereunder. Lender's rights to the Collateral shall not be altered by the lack of validity or enforceability of the Obligations against Debtor, and this Agreement shall be fully enforceable irrespective of any counterclaim which the Debtor may assert on the underlying debt and notwithstanding any stay, modification, discharge, or extension of Debtor's Obligation arising by virtue of Debtor's insolvency, bankruptcy, or reorganization, whether occurring with or without Lender's consent.

**NOTICES.** Any notice or demand given by Lender to Debtor in connection with this Agreement, the Collateral, or the Obligations, shall be deemed given and effective upon deposit in the United States mail, postage prepaid, electronic mail, facsimile, overnight delivery or other commercially reasonable means addressed to Debtor at the address designated at the beginning of this Agreement, or such other address as Debtor may provide to Lender in writing from time to time for such purposes. Actual notice to Debtor shall always be effective no matter how such notice is given or received.

**WAIVERS.** Debtor waives notice of Lender's acceptance of this Agreement, defenses based on suretyship, and to the fullest extent permitted by law, any defense arising as a result of any election by Lender under the Bankruptcy Code or the Uniform Commercial Code. Debtor and any maker, endorser, guarantor, surety, third-party pledgor, and other party executing this Agreement that is liable in any capacity with respect to the Obligations hereby waive demand, notice of intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, and any other similar notice whatsoever. Debtor further waives any defense arising by reason of a disability or other defense of any third party or by reason of the cessation from any cause whatsoever of the liability of any third party.

**WAIVER OF JURY TRIAL.** All parties to this Agreement hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Agreement or any other instrument, document or agreement executed or delivered in connection with this Agreement or the Related Documents.

**JOINT AND SEVERAL LIABILITY.** The liability of all parties obligated in any manner under this Agreement shall be joint and several, to the extent of their respective obligations.

**SEVERABILITY.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but, in the event any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity and shall be severed from the rest of this Agreement without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**SURVIVAL.** The rights and privileges of the Lender hereunder shall inure to the benefits of its successors and assigns, and this Agreement shall be binding on all heirs, executors, administrators, assigns, and successors of Debtor.

**ASSIGNABILITY.** Lender may assign, pledge, or otherwise transfer this Agreement or any of its rights and powers under this Agreement without notice, with all or any of the Obligations, and in such event the assignee shall have the same rights as if originally named herein in place of Lender. Debtor may not assign this Agreement or any benefit accruing to it hereunder without the express written consent of the Lender.

**ATTORNEY'S FEES, COSTS, AND EXPENSES.** Debtor agrees to pay all of Lender's fees, costs, and expenses arising out of or related to the enforcement of this Agreement or the relationship between the parties. Included in the fees that Lender may recover from Debtor are the reasonable attorney's fees that Lender incurs, including all fees incurred in the course of representing Lender before, during, or after any lawsuit, arbitration, or other proceeding and those incurred in appeals, whether the issues arise out of contract, tort, bankruptcy, or any other area of law. Included in the costs and expenses which Lender may recover are all court, alternative dispute resolution or other collection costs, and all expenses incidental to perfecting Lender's security interests and liens, preserving the Collateral (including payment of taxes and insurance), records searches, and expenses related to audits, inspection, and copying. All amounts Lender is entitled to recover shall accrue interest at the highest rate provided in any of the Related Documents from the date any such fee, cost, or expense is incurred.

**GOVERNING LAW.** This Agreement has been delivered in the State of Kentucky and shall be construed in accordance with the laws of that state.

**HEADINGS AND GENDER.** The headings preceding text in this Agreement are for general convenience in identifying subject matter, but have no limiting impact on the text which follows any particular heading. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require.

**COUNTERPARTS.** This Agreement may be executed by the parties using any number of copies of the Agreement. All executed copies taken together will be treated as a single Agreement.

**TIME IS OF THE ESSENCE.** Time is of the essence in the performance of all obligations of Debtor.

**INTERPRETATION AND CONSTRUCTION.** Except as otherwise defined in this Agreement, all terms herein shall have the meanings provided by the Uniform Commercial Code as it has been adopted in the state of Kentucky. Any ambiguities between this Agreement and any loan agreement executed by the Debtor in conjunction with this Agreement shall be resolved using the provisions of the loan agreement, to the extent necessary to eliminate any such ambiguity.

**RELEASE OF LIABILITY.** Debtor releases Lender from any liability which might otherwise exist for any act or omission of Lender related to the collection of any debt secured by this Agreement or the disposal of any Collateral, except for the Lender's willful misconduct.



**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**By signing this Agreement, Debtor acknowledges reading, understanding, and agreeing to all its provisions and receipt of a copy hereof.**

SAYERS LPG LLC

• Timothy J. Sayers 10/31/24

By: TIMOTHY J SAYERS

Date

Its: Managing Member

• Rebecca G. Sayers 10/31/24

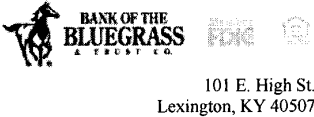
By: REBECCA G SAYERS

Date

Its: Member



GUARANTY OF SPECIFIC TRANSACTION



LOAN NUMBER	GUARANTY DATE	Loan Officer
32644-15	October 31, 2024	J. Miller Wilson

GUARANTOR INFORMATION

REBECCA G SAYERS  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

Type of Entity: Individual  
State of Residence: Kentucky

BORROWER INFORMATION

SAYERS LPG LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

Type of Business Entity: Limited Liability Company  
State of Organization/Formation: Kentucky

OLD BRIDGE GAS UTILITY LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

Type of Business Entity: Limited Liability Company  
State of Organization/Formation: Kentucky

GUARANTY OF SPECIFIC TRANSACTION. This Guaranty Of Specific Transaction will be referred to in this document as the "Guaranty."

LENDER. "Lender" means Bank of the Bluegrass & Trust Co. whose address is 101 E. High St., Lexington, Kentucky 40507, its successors and assigns.

BORROWER. "Borrower" means each party identified above to whom Lender has extended credit and financial accommodations.

GUARANTOR. "Guarantor" means the party identified above that is undertaking certain liabilities to the Lender, as specified herein.

OBLIGATIONS. "Obligations" means any and all indebtedness, obligations, undertakings, covenants, agreements, and liabilities of the Borrower to the Lender, and all claims of the Lender against the Borrower, now existing or hereafter arising, direct or indirect (including participations or any interest of the Lender in indebtedness of the Borrower to others), acquired outright, conditionally, or as collateral security from another, absolute or contingent, joint or several, secured or unsecured, matured or not matured, monetary or nonmonetary, arising out of contract or tort, liquidated or unliquidated, arising by operation of law or otherwise and all extensions, renewals, refundings, replacements, and modifications of any of the foregoing.

NOTICE TO GUARANTOR. Lender has agreed to extend credit and financial accommodations to Borrower pursuant to a promissory note executed on even date herewith (the "Note"), and all agreements, instruments, and documents executed or delivered in connection with the foregoing or otherwise related thereto (together with any amendments, modifications, or restatements thereof, the "Related Documents").

Guarantor is affiliated with Borrower, and as such, shall be benefited directly by the transaction contemplated by the Related Documents, and shall execute this Guaranty in order to induce Lender to enter the transaction.

In consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby guarantees, promises and undertakes, both jointly and severally, as follows:

GUARANTY OF SPECIFIC TRANSACTION. Guarantor hereby unconditionally, absolutely, and irrevocably guarantees to Lender the full and prompt payment and performance when due (whether at the maturity date or by required prepayment, acceleration, or otherwise) of an Obligation of the Borrower to the Lender as evidenced by a note or agreement dated October 31, 2024, in the principal amount of \$584,000.00, plus interest, charges, and fees as provided for, including all extensions and renewals thereof, until the Obligation of Borrower is fully paid. Guarantor's liability for future obligations ends on November 5, 2034 ("Termination Date"). After the Termination Date, Guarantor remains liable with respect to an Obligation of Borrower created or incurred prior to the Termination Date or extensions or renewals of, interest accruing on, or fees, costs or expenses incurred with respect to, such Obligation of Borrower on or after the Termination Date.

This is a guaranty of payment and not of collection.

ATTORNEY'S FEES, COSTS, AND EXPENSES. Guarantor agrees to pay all of Lender's fees, costs, and expenses arising out of or related to the enforcement of this Guaranty or the relationship between the parties (the "Expenses"). Included in the Expenses are the reasonable attorney's fees that Lender incurs, including all fees incurred in the course of representing Lender before, during, or after any lawsuit, arbitration, or other proceeding and those incurred in appeals, whether the issues arise out of contract, tort, bankruptcy, or any other area of law. Also included in the Expenses are all court, alternative dispute resolution or other collection costs, and all expenses incidental to perfecting Lender's security interests and liens, preserving the collateral (including payment of taxes and insurance), records searches, and expenses related to audits, inspection, and copying. All amounts Lender is entitled to recover shall accrue interest at the highest rate provided in any of the Related Documents from the date any such fee, cost, or expense is incurred.



**SECURITY.** Guarantor has granted a security interest to Lender under the following documents:

- Commercial Real Estate Mortgage dated October 31, 2024 made by REBECCA G SAYERS on real property located at 3660 HORSEMINT TRL, LEXINGTON KY 40509

**CONSENT.** The Guarantor consents to all extensions, renewals, and modifications made by the Lender for, or on account of, any indebtedness of Borrower to Lender. Lender may proceed directly against Guarantor in the event of any default by Borrower without resorting to any other persons, to the assets of Borrower, to any collateral security granted by Borrower to Lender, or the liquidation of any collateral security given hereunder to secure this Guaranty. Furthermore, to the extent permitted by law, Guarantor hereby agrees and consents that the Lender may from time to time without notice to Guarantor and without affecting the liability of Guarantor (a) release, impair, sell or otherwise dispose of any security or collateral, (b) release or agree not to sue any guarantor or surety, (c) fail to perfect its security interest in or realize upon any security or collateral, (d) fail to realize upon any of the obligations of Borrower or to proceed against Borrower or any guarantor or surety, (e) renew or extend the time of payment, (f) increase or decrease the rate of interest, (g) accept additional security or collateral, (h) determine the allocation and application of payments and credits and accept partial payments, (i) determine what, if anything, may at any time be done with reference to any security or collateral, and (j) settle or compromise the amount due or owing or claimed to be due or owing from any Borrower, guarantor, or surety, which settlement or compromise shall not affect the undersigned's liability for the full amount of the guaranteed obligations. To the extent permitted by law, Guarantor expressly consents to and waives notice of all of the above.

**REPRESENTATIONS.** Guarantor represents and warrants that Guarantor has established adequate means of obtaining from sources other than Lender, on a continuing basis, financial and other information pertaining to Borrower's financial condition, and the status of Borrower's performance of obligations imposed by the loan documents, and Guarantor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Guarantor's risks hereunder, and Lender has made no representation to Guarantor as far as any such matters. Guarantor further represents and warrants that (i) neither this Guaranty nor any other Related Document to which Guarantor is a party will violate any provision of law, rule, or regulation, or any order of any court or other governmental agency to which Guarantor is subject, any provision of any agreement or instrument to which the Guarantor is a party or by which the Guarantor or any of the Guarantor's assets are bound, or be in conflict with, result in a breach of, or constitute a default under any such agreement or instrument; and (ii) no action, approval, filing, or registration with any governmental public body or authority, nor the consent of any other person or entity, nor any other legal formality, is required in connection with the entering into, performance, or enforcement of this Guaranty, except such as have already been obtained or taken and with respect to which a copy or other satisfactory evidence has been provided to Lender.

**SUBROGATION.** Until the Obligations are irrevocably paid and discharged in full, Guarantor waives all rights of subrogation, reimbursement, indemnity, contribution, and any other right of recourse against or with respect to Borrower or any other person. Notwithstanding any payment or payments made by the Guarantor hereunder, or any set-off or application of the Collateral by the Lender, the Guarantor will not exercise any rights of the Lender against the Borrower, nor shall the Guarantor seek contribution from any other Guarantor until all the Obligations shall have been paid and performed in full. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all the Obligations will not have been paid in full, such amount shall be held in trust for the benefit of the Lender and shall forthwith be paid to the Lender to be credited and applied to the Obligations, whether matured or unmatured.

**GENERAL WAIVERS.** Guarantor, to the extent permitted by law, hereby waives (a) notice of acceptance of this Guaranty and all notice of the creation, extension or accrual of any of the Obligations, (b) diligence, presentment, protest, demand for payment, notice of dishonor, notice of intent to accelerate, and notice of acceleration, (c) notice of any other nature whatsoever to the extent permitted by law, (d) any requirement that the Lender take any action whatsoever against the Borrower or any other party or file any claim in the event of the bankruptcy of the Borrower, or (e) failure to protect, preserve, or resort to any collateral, and (f) any and all defenses that could be asserted by Borrower or Guarantor, including, but not limited to, any defenses arising out of failure of consideration, breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of capacity, statute of limitations, Lender liability, unenforceability of any loan document, accord and satisfaction, or usury.

Guarantor, to the extent permitted by law, further waives and agrees not to assert any and all rights, benefits, and defenses that might otherwise be available under the provisions of the governing law that might operate, contrary to Guarantor's agreements in this Guaranty, to limit Guarantor's liability under, or the enforcement of, this Guaranty, including all defenses of suretyship.

**LENDER'S RIGHTS.** Any delay, failure, omission, or lack on the part of the Lender to enforce, assert, or exercise any provision or take any action pursuant to the Related Documents, including any right, power, or remedy conferred on Lender in any of the Related Documents or any action on the part of Lender granting indulgence or extension in any form Guaranty or any Related Documents does not operate as a waiver of the Lender's ability to exercise all of its rights. The Lender may choose to partially exercise rights under this Guaranty and any Related Documents, but that does not prevent the Lender from fully exercising these rights.

**SURVIVAL.** This Guaranty is binding on all heirs, executors, personal representatives, administrators, assigns, and successors of the Guarantor.

**ASSIGNABILITY.** The Lender may, without notice, assign the Obligations, in whole or in part, and each successive assignee of the Obligations so assigned may enforce this Guaranty for its own benefit with respect to the Obligations so assigned. In the event that any person other than the Lender shall become a holder of any of the Obligations, the reference to the Lender shall be construed to refer to each such holder.

**SETOFF.** Guarantor agrees and authorizes Lender to set off all of Guarantor's accounts with or property held by Lender against any and all obligations owed by Guarantor to Lender to the fullest extent allowed by law. This right extends to any and all of Guarantor's current or future accounts or property with Lender, whether such accounts or property are held in Guarantor's name alone or jointly with any other parties. This right does not extend to IRA, Keogh, or similar tax-deferred accounts maintained with Lender. Lender, or Lender's agents or affiliates, may exercise this right at any time. Lender will not be liable for, and Guarantor agrees to hold Lender harmless from, any claim, fee, cost, or expense that arises as a result of Lender exercising this right of setoff. Guarantor waives any right of setoff against Lender.



**WAIVER OF JURY TRIAL.** All parties to this Guaranty hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Guaranty or any other instrument, document or agreement executed or delivered in connection with this Guaranty or the Related Documents.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Guaranty is invalid or prohibited by applicable law, that term or provision will be ineffective, but only to the extent required to make it lawful. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Guaranty without invalidating the remainder of the provisions of this Guaranty.

**GOVERNING LAW.** This Guaranty shall be governed by and construed in accordance with the laws of the State of Kentucky except to the extent that federal law controls.

**HEADINGS AND GENDER.** The headings in this Guaranty are for convenience in identifying subject matter. The headings have no limiting effect on the text that follows any particular heading. As the context herein requires, the singular shall include the plural and one gender shall include one or both other genders.

**JOINT AND SEVERAL LIABILITY.** The liability of all parties obligated in any manner under this Guaranty shall be joint and several, to the extent of their respective obligations.

**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**ACKNOWLEDGMENT.** Guarantor hereby acknowledges that: (a) the liabilities undertaken by Guarantor in this Guaranty are complex in nature; and (b) numerous possible defenses to the enforceability of these liabilities may presently exist and/or may arise hereafter. As part of Lender's consideration for entering into this transaction, Lender has specifically bargained for the waiver and relinquishment by Guarantor of all such defenses, and Guarantor has had the opportunity to seek and receive legal advice from skilled legal counsel in the area of financial transactions of the type contemplated herein. Given all of the above, Guarantor does hereby represent and confirm to Lender that Guarantor is fully informed regarding, and that Guarantor does thoroughly understand: (i) the nature of all such possible defenses, and (ii) the circumstances under which such defenses may arise, and (iii) the benefits which such defenses might confer upon Guarantor, and (iv) the legal consequences to Guarantor of waiving such defenses. Guarantor acknowledges that Guarantor makes this Guaranty with the intent that this Guaranty and all of the informed waivers herein shall each and all be fully enforceable by Lender, and that Lender is induced to enter into this transaction in material reliance upon the presumed full enforceability thereof.

By signing this Guaranty, Guarantor acknowledges reading, understanding, and agreeing to all its provisions.

*Rebecca G Sayers* 10/31/24  
REBECCA G SAYERS Date  
Individually

#### INDIVIDUAL ACKNOWLEDGMENT

STATE OF KENTUCKY

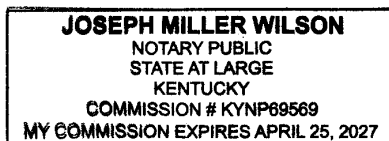
COUNTY OF *Fayette*

The foregoing instrument was acknowledged by REBECCA G SAYERS, before me on *10-31-24*. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My commission expires: *4-25-27*

*Joseph Miller Wilson*  
Notary Name *J. Miller Wilson*  
Identification Number *KYNP69569*

(Official Seal)



GUARANTY OF SPECIFIC TRANSACTION



101 E. High St.  
Lexington, KY 40507

LOAN NUMBER	GUARANTY DATE	Loan Officer
32644-15	October 31, 2024	J. Miller Wilson

● **GUARANTOR INFORMATION**

TIMOTHY J SAYERS  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

Type of Entity: Individual  
State of Residence: Kentucky

**BORROWER INFORMATION**

SAYERS LPG LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

Type of Business Entity: Limited Liability Company  
State of Organization/Formation: Kentucky

OLD BRIDGE GAS UTILTIY LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

Type of Business Entity: Limited Liability Company  
State of Organization/Formation: Kentucky

**GUARANTY OF SPECIFIC TRANSACTION.** This Guaranty Of Specific Transaction will be referred to in this document as the "Guaranty."

**LENDER.** "Lender" means Bank of the Bluegrass & Trust Co. whose address is 101 E. High St., Lexington, Kentucky 40507, its successors and assigns.

**BORROWER.** "Borrower" means each party identified above to whom Lender has extended credit and financial accommodations.

**GUARANTOR.** "Guarantor" means the party identified above that is undertaking certain liabilities to the Lender, as specified herein.

**OBLIGATIONS.** "Obligations" means any and all indebtedness, obligations, undertakings, covenants, agreements, and liabilities of the Borrower to the Lender, and all claims of the Lender against the Borrower, now existing or hereafter arising, direct or indirect (including participations or any interest of the Lender in indebtedness of the Borrower to others), acquired outright, conditionally, or as collateral security from another, absolute or contingent, joint or several, secured or unsecured, matured or not matured, monetary or nonmonetary, arising out of contract or tort, liquidated or unliquidated, arising by operation of law or otherwise and all extensions, renewals, refundings, replacements, and modifications of any of the foregoing.

**NOTICE TO GUARANTOR.** Lender has agreed to extend credit and financial accommodations to Borrower pursuant to a promissory note executed on even date herewith (the "Note"), and all agreements, instruments, and documents executed or delivered in connection with the foregoing or otherwise related thereto (together with any amendments, modifications, or restatements thereof, the "Related Documents").

Guarantor is affiliated with Borrower, and as such, shall be benefited directly by the transaction contemplated by the Related Documents, and shall execute this Guaranty in order to induce Lender to enter the transaction.

In consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby guarantees, promises and undertakes, both jointly and severally, as follows:

**GUARANTY OF SPECIFIC TRANSACTION.** Guarantor hereby unconditionally, absolutely, and irrevocably guarantees to Lender the full and prompt payment and performance when due (whether at the maturity date or by required prepayment, acceleration, or otherwise) of an Obligation of the Borrower to the Lender as evidenced by a note or agreement dated October 31, 2024, in the principal amount of \$584,000.00, plus interest, charges, and fees as provided for, including all extensions and renewals thereof, until the Obligation of Borrower is fully paid. Guarantor's liability for future obligations ends on November 5, 2034 ("Termination Date"). After the Termination Date, Guarantor remains liable with respect to an Obligation of Borrower created or incurred prior to the Termination Date or extensions or renewals of, interest accruing on, or fees, costs or expenses incurred with respect to, such Obligation of Borrower on or after the Termination Date.

This is a guaranty of payment and not of collection.

**ATTORNEY'S FEES, COSTS, AND EXPENSES.** Guarantor agrees to pay all of Lender's fees, costs, and expenses arising out of or related to the enforcement of this Guaranty or the relationship between the parties (the "Expenses"). Included in the Expenses are the reasonable attorney's fees that Lender incurs, including all fees incurred in the course of representing Lender before, during, or after any lawsuit, arbitration, or other proceeding and those incurred in appeals, whether the issues arise out of contract, tort, bankruptcy, or any other area of law. Also included in the Expenses are all court, alternative dispute resolution or other collection costs, and all expenses incidental to perfecting Lender's security interests and liens, preserving the collateral (including payment of taxes and insurance), records searches, and expenses related to audits, inspection, and copying. All amounts Lender is entitled to recover shall accrue interest at the highest rate provided in any of the Related Documents from the date any such fee, cost, or expense is incurred.



**SECURITY.** Guarantor has granted a security interest to Lender under the following documents:

- Commercial Real Estate Mortgage dated October 31, 2024 made by and TIMOTHY J SAYERS on real property located at 3660 HORSEMINT TRL., LEXINGTON KY 40509
- Assignments Of Life Insurance Policy dated October 23, 2024, and October 31, 2024, from TIMOTHY J SAYERS on an insurance policy with Policy or Binder Number LF-4450-9283, Effective on October 11, 2024, Cash Value of \$500000, Face Value of \$500000

**CONSENT.** The Guarantor consents to all extensions, renewals, and modifications made by the Lender for, or on account of, any indebtedness of Borrower to Lender. Lender may proceed directly against Guarantor in the event of any default by Borrower without resorting to any other persons, to the assets of Borrower, to any collateral security granted by Borrower to Lender, or the liquidation of any collateral security given hereunder to secure this Guaranty. Furthermore, to the extent permitted by law, Guarantor hereby agrees and consents that the Lender may from time to time without notice to Guarantor and without affecting the liability of Guarantor (a) release, impair, sell or otherwise dispose of any security or collateral, (b) release or agree not to sue any guarantor or surety, (c) fail to perfect its security interest in or realize upon any security or collateral, (d) fail to realize upon any of the obligations of Borrower or to proceed against Borrower or any guarantor or surety, (e) renew or extend the time of payment, (f) increase or decrease the rate of interest, (g) accept additional security or collateral, (h) determine the allocation and application of payments and credits and accept partial payments, (i) determine what, if anything, may at any time be done with reference to any security or collateral, and (j) settle or compromise the amount due or owing or claimed to be due or owing from any Borrower, guarantor, or surety, which settlement or compromise shall not affect the undersigned's liability for the full amount of the guaranteed obligations. To the extent permitted by law, Guarantor expressly consents to and waives notice of all of the above.

**REPRESENTATIONS.** Guarantor represents and warrants that Guarantor has established adequate means of obtaining from sources other than Lender, on a continuing basis, financial and other information pertaining to Borrower's financial condition, and the status of Borrower's performance of obligations imposed by the loan documents, and Guarantor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Guarantor's risks hereunder, and Lender has made no representation to Guarantor as far as any such matters. Guarantor further represents and warrants that (i) neither this Guaranty nor any other Related Document to which Guarantor is a party will violate any provision of law, rule, or regulation, or any order of any court or other governmental agency to which Guarantor is subject, any provision of any agreement or instrument to which the Guarantor is a party or by which the Guarantor or any of the Guarantor's assets are bound, or be in conflict with, result in a breach of, or constitute a default under any such agreement or instrument; and (ii) no action, approval, filing, or registration with any governmental public body or authority, nor the consent of any other person or entity, nor any other legal formality, is required in connection with the entering into, performance, or enforcement of this Guaranty, except such as have already been obtained or taken and with respect to which a copy or other satisfactory evidence has been provided to Lender.

**SUBROGATION.** Until the Obligations are irrevocably paid and discharged in full, Guarantor waives all rights of subrogation, reimbursement, indemnity, contribution, and any other right of recourse against or with respect to Borrower or any other person. Notwithstanding any payment or payments made by the Guarantor hereunder, or any set-off or application of the Collateral by the Lender, the Guarantor will not exercise any rights of the Lender against the Borrower, nor shall the Guarantor seek contribution from any other Guarantor until all the Obligations shall have been paid and performed in full. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all the Obligations will not have been paid in full, such amount shall be held in trust for the benefit of the Lender and shall forthwith be paid to the Lender to be credited and applied to the Obligations, whether matured or unmatured.

**GENERAL WAIVERS.** Guarantor, to the extent permitted by law, hereby waives (a) notice of acceptance of this Guaranty and all notice of the creation, extension or accrual of any of the Obligations, (b) diligence, presentment, protest, demand for payment, notice of dishonor, notice of intent to accelerate, and notice of acceleration, (c) notice of any other nature whatsoever to the extent permitted by law, (d) any requirement that the Lender take any action whatsoever against the Borrower or any other party or file any claim in the event of the bankruptcy of the Borrower, or (e) failure to protect, preserve, or resort to any collateral, and (f) any and all defenses that could be asserted by Borrower or Guarantor, including, but not limited to, any defenses arising out of failure of consideration, breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of capacity, statute of limitations, Lender liability, unenforceability of any loan document, accord and satisfaction, or usury.

Guarantor, to the extent permitted by law, further waives and agrees not to assert any and all rights, benefits, and defenses that might otherwise be available under the provisions of the governing law that might operate, contrary to Guarantor's agreements in this Guaranty, to limit Guarantor's liability under, or the enforcement of, this Guaranty, including all defenses of suretyship.

**LENDER'S RIGHTS.** Any delay, failure, omission, or lack on the part of the Lender to enforce, assert, or exercise any provision or take any action pursuant to the Related Documents, including any right, power, or remedy conferred on Lender in any of the Related Documents or any action on the part of Lender granting indulgence or extension in any form Guaranty or any Related Documents does not operate as a waiver of the Lender's ability to exercise all of its rights. The Lender may choose to partially exercise rights under this Guaranty and any Related Documents, but that does not prevent the Lender from fully exercising these rights.

**SURVIVAL.** This Guaranty is binding on all heirs, executors, personal representatives, administrators, assigns, and successors of the Guarantor.

**ASSIGNABILITY.** The Lender may, without notice, assign the Obligations, in whole or in part, and each successive assignee of the Obligations so assigned may enforce this Guaranty for its own benefit with respect to the Obligations so assigned. In the event that any person other than the Lender shall become a holder of any of the Obligations, the reference to the Lender shall be construed to refer to each such holder.

**SETOFF.** Guarantor agrees and authorizes Lender to set off all of Guarantor's accounts with or property held by Lender against any and all obligations owed by Guarantor to Lender to the fullest extent allowed by law. This right extends to any and all of Guarantor's current or future accounts or property with Lender, whether such accounts or property are held in Guarantor's name alone or jointly with any other parties. This



right does not extend to IRA, Keogh, or similar tax-deferred accounts maintained with Lender. Lender, or Lender's agents or affiliates, may exercise this right at any time. Lender will not be liable for, and Guarantor agrees to hold Lender harmless from, any claim, fee, cost, or expense that arises as a result of Lender exercising this right of setoff. Guarantor waives any right of setoff against Lender.

**WAIVER OF JURY TRIAL.** All parties to this Guaranty hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Guaranty or any other instrument, document or agreement executed or delivered in connection with this Guaranty or the Related Documents.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Guaranty is invalid or prohibited by applicable law, that term or provision will be ineffective, but only to the extent required to make it lawful. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Guaranty without invalidating the remainder of the provisions of this Guaranty.

**GOVERNING LAW.** This Guaranty shall be governed by and construed in accordance with the laws of the State of Kentucky except to the extent that federal law controls.


**HEADINGS AND GENDER.** The headings in this Guaranty are for convenience in identifying subject matter. The headings have no limiting effect on the text that follows any particular heading. As the context herein requires, the singular shall include the plural and one gender shall include one or both other genders.

**JOINT AND SEVERAL LIABILITY.** The liability of all parties obligated in any manner under this Guaranty shall be joint and several, to the extent of their respective obligations.

**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**ACKNOWLEDGMENT.** Guarantor hereby acknowledges that: (a) the liabilities undertaken by Guarantor in this Guaranty are complex in nature; and (b) numerous possible defenses to the enforceability of these liabilities may presently exist and/or may arise hereafter. As part of Lender's consideration for entering into this transaction, Lender has specifically bargained for the waiver and relinquishment by Guarantor of all such defenses, and Guarantor has had the opportunity to seek and receive legal advice from skilled legal counsel in the area of financial transactions of the type contemplated herein. Given all of the above, Guarantor does hereby represent and confirm to Lender that Guarantor is fully informed regarding, and that Guarantor does thoroughly understand: (i) the nature of all such possible defenses, and (ii) the circumstances under which such defenses may arise, and (iii) the benefits which such defenses might confer upon Guarantor, and (iv) the legal consequences to Guarantor of waiving such defenses. Guarantor acknowledges that Guarantor makes this Guaranty with the intent that this Guaranty and all of the informed waivers herein shall each and all be fully enforceable by Lender, and that Lender is induced to enter into this transaction in material reliance upon the presumed full enforceability thereof.

By signing this Guaranty, Guarantor acknowledges reading, understanding, and agreeing to all its provisions.

 10/31/21  
TIMOTHY J SAYERS Date  
Individually





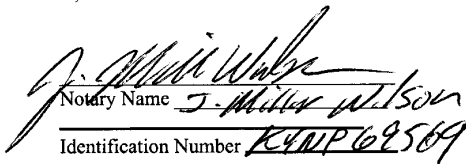
INDIVIDUAL ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF Fayette

The foregoing instrument was acknowledged by TIMOTHY J SAYERS, before me on 10-31-24. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My commission expires: 4-25-27

  
Notary Name J. Miller Wilson  
Identification Number KYNP62569

(Official Seal)



COMMERCIAL LOAN SETTLEMENT STATEMENT



101 E. High St.  
Lexington, KY 40507

LOAN NUMBER	AGREEMENT DATE	Loan Officer
32644-15	October 31, 2024	J. Miller Wilson
COLLATERAL DESCRIPTION: 3660 HORSEMINT TRL; 160 SULPHUR SPRINGS RD, LEBANON KY 40033; All Assets; STATE FARM LIFE INSURANCE COMPANY LF-4450-9283; All Assets		

**BORROWER INFORMATION**

SAYERS LPG LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

OLD BRIDGE GAS UTILTIY LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

**BORROWER.** The term "Borrower" means each person or legal entity identified above in the BORROWER INFORMATION section.

**LENDER.** "Lender" is Bank of the Bluegrass & Trust Co. whose address is 101 E. High St., Lexington, Kentucky 40507.

<b>TOTAL LOAN AMOUNT</b>	\$584,000.00
<b>AMOUNT RECEIVED FROM BORROWER</b>	<b>DOLLAR AMOUNT</b>
Funds Contributed by Borrower	\$7,245.40
<b>TOTAL FUNDS AVAILABLE FOR DISBURSEMENT</b>	<b>\$591,245.40</b>

SUMMARY OF LOAN-RELATED CHARGES - PAID AT CLOSING	
<b>CHARGES PAID BY BORROWER AT CLOSING</b>	
For Flood Certification to ServiceLink	\$22.00
For Attorney Fee to Sherrow Marshall Schrader, PSC	\$1,500.00
For Appraisal Fee to Realty Research	\$1,640.00
For Appraisal Fee to Perry Real Estate & Appraising Inc	\$365.00
For Recording Fee to Fayette County Clerk	\$126.00
For Recording Fee to	\$20.00
For Origination Fee to Bank of the Bluegrass & Trust Co.	\$2,000.00
For Processing Fee to Bank of the Bluegrass & Trust Co.	\$300.00
For Recording Fee to Marion County Clerk	\$272.00
For Owner's Title Insurance to Old Republic National Title Insurance Company	\$1,000.40
<b>TOTAL</b>	<b>\$7,245.40</b>
<b>TOTAL CHARGES PAID AT CLOSING</b>	<b>\$7,245.40</b>

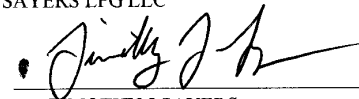
DISBURSEMENTS	
<b>AMOUNTS PAID TO OTHERS ON BORROWERS BEHALF</b>	
Loan Check Paid to Southland Title Agency	\$484,000.00
Flood Certification Paid to ServiceLink	\$22.00
Attorney Fee Paid to Sherrow Marshall Schrader, PSC	\$1,500.00
Appraisal Fee Paid to Realty Research	\$1,640.00



Appraisal Fee Paid to Perry Real Estate & Appraising Inc	\$365.00
Recording Fee Paid to Fayette County Clerk	\$126.00
Recording Fee Paid to	\$20.00
Origination Fee Paid to Bank of the Bluegrass & Trust Co.	\$2,000.00
Processing Fee Paid to Bank of the Bluegrass & Trust Co.	\$300.00
Recording Fee Paid to Marion County Clerk	\$272.00
Owner's Title Insurance Paid to Old Republic National Title Insurance Company	\$1,000.40
TOTAL FUNDS PAID TO OTHERS	\$491,245.40
TOTAL FUNDS DISBURSED	\$491,245.40
REMAINING FUNDS NOT DISBURSED	\$100,000.00

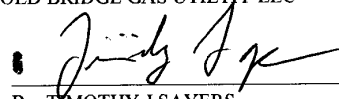
By signing this Settlement Statement, each Borrower acknowledges reading, understanding and receiving a copy of a completed copy of this statement.


SAYERS LPG LLC

 10/31/24  
By: TIMOTHY J SAYERS      Date  
Its: Managing Member

 10/31/24  
By: REBECCA G SAYERS      Date  
Its: Member

OLD BRIDGE GAS UTILTIY LLC

 10/31/24  
By: TIMOTHY J SAYERS      Date  
Its: Managing Member

 10/31/24  
By: REBECCA G SAYERS      Date  
Its: Member



copy

**THIS DEED**, dated October 31, 2024 between **Michael W. Roberts and Cynthia W. Roberts**, husband and wife, hereinafter referred to as GRANTORS, of 215 Twin Eagles Lane, Lebanon Kentucky 40033, and **Sayers LPG, LLC**, a Kentucky limited liability company, hereinafter referred to as GRANTEE, of 3660 Horsemint Trail, Lexington, Kentucky 40509.

**W I T N E S S E T H:**

That for and in consideration of the total purchase price of Two Hundred Thirty Eight Thousand Five Hundred Eighty And 00/100 (\$238,580.00), the receipt of which is hereby acknowledged, GRANTOR has Bargained and Sold and does hereby Grant and Convey unto GRANTEE, its successors and assigns forever, the following described real estate situated in Marion County, Kentucky, and more particularly described as follows:

Being Tract 1 and 2 as per Plat recorded in Plat Cabinet 3, Slide 409, and of record in Deed Book 254, at page 517, in the Marion County Clerk's Office.

Being the same property conveyed to Michael W. Roberts and Cynthia W. Roberts, husband and wife, by deed dated September 2, 2011 of record in Deed Book 288, Page 330, in the Marion County Court Clerk's Office.

TO HAVE AND TO HOLD the above described property, together with all appurtenances and privileges thereunto belonging, unto GRANTEE, its successors and assigns forever.

GRANTORS hereby release and relinquish unto GRANTEE, its successors and assigns forever, all of GRANTORS right, title and interest in and to said property, and covenant with GRANTEE, its successors and assigns forever, that GRANTORS are lawfully seized in fee simple title to said property, and have good and lawful right to sell and convey same as is herein done, that the title to said property is clear, perfect and unencumbered, and subject to the hereinafter set out exceptions, the GRANTORS will WARRANT GENERALLY the title to said property.

PROVIDED, HOWEVER, exception is hereby taken to current taxes, easements and restrictions of record affecting said property.

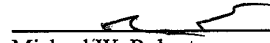
CERTIFICATE OF CONSIDERATION: For the purpose of complying with KRS 382.135, the GRANTORS and Grantees do hereby certify and state that the consideration reflected in this deed is the full consideration paid for the property herein conveyed.

**Hold for or Mail To:**  
Sherrow Marshall Schrader  
200 Southland Drive  
Lexington, KY 40503

**The property tax bill in the year of sale may be sent in-care-of the following:**  
Sayers LPG, LLC, 3660 Horsemint Trail, Lexington, Kentucky 40509

**IN TESTIMONY WHEREOF**, the Parties have affixed their signatures the day and year first above written.

GRANTORS

  
\_\_\_\_\_  
Michael W. Roberts

  
\_\_\_\_\_  
Cynthia W. Roberts

STATE OF KENTUCKY

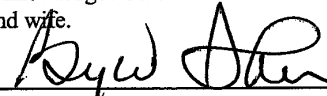
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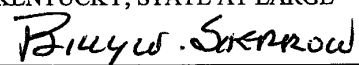
)SS

COUNTY OF FAYETTE

)

The foregoing instrument was subscribed, sworn to and acknowledged before me on this 31st day of October, 2024, by Michael W. Roberts and Cynthia W. Roberts, husband and wife.

  
\_\_\_\_\_  
NOTARY PUBLIC,  
KENTUCKY, STATE AT LARGE

  
\_\_\_\_\_  
NOTARY NAME PRINTED

MY COM. EXP. 2/11/27

NOTARY ID#: KJP64610

**Hold for or Mail To:**  
Sherrow Marshall Schrader  
200 Southland Drive  
Lexington, KY 40503

GRANTEE

Sayers LPG, LLC, a Kentucky limited liability company

By: Timothy J. Sayers  
Timothy J. Sayers, Managing Member

Rebecca G. Sayers  
Rebecca G. Sayers, Member

STATE OF KENTUCKY

)  
)SS  
)

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me on this 31st day of October, 2024, by Timothy J. Sayers as Managing Member for and on behalf of Sayers LPG, LLC, a Kentucky limited liability company.

Billy W. Sherrow  
NOTARY PUBLIC,  
KENTUCKY, STATE AT LARGE

Billy W. Sherrow  
NOTARY NAME PRINTED

MY COM. EXP. 2/17/27

NOTARY ID#: KNP 64610

PREPARED BY:  
Billy W. Sherrow  
BILLY W. SHERROW  
Sherrow Marshall Schrader, PSC  
200 Southland Drive  
Lexington, Kentucky 40503  
(859) 685-0035

**Hold for or Mail To:**  
Sherrow Marshall Schrader  
200 Southland Drive  
Lexington, KY 40503



# PROTECT *My Kentucky* HOME

www.ProtectMyKYHome.org

## Kentucky Homeownership Protection Center Notification to Homeowners (please read and sign)

The Kentucky Homeownership Protection Center was created by the 2008 Kentucky General Assembly to assist homeowners who are in default or in danger of default on a home loan. Foreclosures are a devastating threat to Kentucky's families and communities. Kentuckians work hard and make sacrifices to achieve the American dream of homeownership. However, unexpected job loss, death of a spouse, illness, divorce or rising mortgage payments can threaten that dream.

The Kentucky Homeownership Protection Center provides information about available resources, the value of working with local housing counselors and the importance of immediately contacting your mortgage servicer as soon as you realize you have a problem making your monthly payments.

The Kentucky Homeownership Protection Center will:

- 1) Acknowledge whether or not you, as the homeowner, have contacted your servicer regarding your default or danger of default.
- 2) Be a centralized location for information on public services to assist you, as a homeowner, if you are in default or in danger of default on your home loan.
- 3) Provide you with information for public services related to mortgage assistance, home repair and utility assistance.
- 4) Provide you with the names of counseling agencies approved by the U.S. Department of Housing and Urban Development.
- 5) Provide referrals of suspected fraud and related issues to the proper regulatory or criminal authorities.

Some of the topics of information covered by the Kentucky Homeownership Protection Center include:

- 1) How to keep your home.

- 2) Who to contact for help.
- 3) Your credit.
- 4) Prioritizing your debt.
- 5) Stages of foreclosure.
- 6) Foreclosure Q&A.

For more information, please contact the Kentucky Homeownership Protection Center at (866) 830-7868; TTY 711; accessing the Protection Center Web site (address noted below); or by sending a written request to the mailing address below.

Kentucky Homeownership Protection Center  
1231 Louisville Rd.  
Frankfort, KY 40601

Web site: [www.ProtectMyKYHome.org](http://www.ProtectMyKYHome.org)

**Timothy J. Sayers, Individually**

Homeowner Name

*Timothy J. Sayers*  
Homeowner Signature

*10/31/24*  
Date

**Rebecca G. Sayers, Individually**

Homeowner Name

*Rebecca G. Sayers*  
Homeowner Signature

*10/31/24*  
Date

Address

**3660 Horsemint Trail**

**Lexington, KY 40509**

**LOAN # 32644-15**

Please provide copy to homeowner





# PROTECT *My Kentucky* HOME

www.ProtectMyKYHome.org

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Kentucky Homeownership Protection Center  
1231 Louisville Rd.  
Frankfort, KY 40601

Web site: [www.ProtectMyKYHome.org](http://www.ProtectMyKYHome.org)

**Timothy J. Sayers, Managing Member of Sayers LPG, LLC**

Homeowner Name

*Timothy J. Sayers*

*10/31/24*

Homeowner Signature

Date

**Rebecca G. Sayers, Member of Sayers LPG, LLC**

Homeowner Name

*Rebecca G. Sayers*

*10/31/24*

Homeowner Signature

Date

Address

**3660 Horsemint Trail**

**Lexington, KY 40509**

**LOAN # 32644-15**

Please provide copy to homeowner







# PROTECT *My Kentucky* HOME

www.ProtectMyKYHome.org

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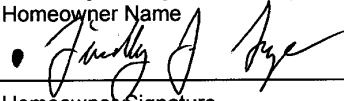
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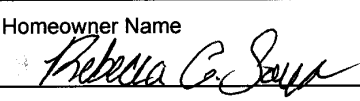
Kentucky Homeownership Protection Center  
1231 Louisville Rd.  
Frankfort, KY 40601

Web site: [www.ProtectMyKYHome.org](http://www.ProtectMyKYHome.org)

**Timothy J. Sayers, Managing Member of Old Bridge Gas**

Homeowner Name	Utility, LLC
	10/31/24
Homeowner Signature	Date

**Rebecca G. Sayers, Member of Old Bridge Gas**

Homeowner Name	Utility, LLC
	10/31/24
Homeowner Signature	Date

Address

**3660 Horsemint Trail**

**Lexington, KY 40509**

**LOAN # 32644-15**

Please provide copy to homeowner



**RESOLUTION  
LIMITED LIABILITY COMPANY**



101 E. High St.  
Lexington, KY 40507

LOAN NUMBER	RESOLUTION DATE	TAX IDENTIFICATION NUMBER	Loan Officer
32644-15	October 31, 2024	99-4991268	J. Miller Wilson

**LIMITED LIABILITY COMPANY INFORMATION**

OLD BRIDGE GAS UTILITY LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

By signing below, we certify to Bank of the Bluegrass & Trust Co. ("Lender") that: I am duly authorized by the members of the above named for profit Limited Liability Company ("Company") to manage this Company validly organized and operating under the laws of the State of Kentucky, and its articles were filed at the appropriate governmental office on September 18, 2024; the following is a true and complete copy of the Resolution, properly adopted at a duly called meeting held on October 31, 2024 by a quorum of all members as provided in the articles or certificate of organization or operating agreement; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, was and still is in accordance with the articles or certificate of organization or operating agreement of the Company; provided below are the correct titles and names and the genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); I have provided the Lender with a true and complete copy of the articles or certificate of organization or operating agreement as in effect as of the date of this Resolution; and that I have the power and authority to make this certification and to execute this Resolution.

**DESIGNATION OF AUTHORIZED SIGNERS**

NAME	TITLE	SIGNATURE
TIMOTHY J SAYERS	Managing Member	
REBECCA G SAYERS	Member	

**IT IS RESOLVED:** The Authorized Signers shall possess the powers indicated in this Resolution.

**TIMOTHY J SAYERS, Managing Member, individually, has the following powers:**

**GENERAL LENDING POWERS.** (1) Borrow money and obtain credit for Company from the Lender on such terms as may be agreed to by the Company and the Lender, to renew, extend, increase, amend, or modify any credit accommodations from Lender to Company, and to execute and deliver promissory notes, guaranties, loan agreements, or other documents, including, without limitation, renewals, extensions, amendments, modifications, consolidations, substitutions, or refinancings of any such documents, evidencing the credit accommodations for the Company in a form satisfactory to Lender; (2) Mortgage, pledge, transfer, endorse, hypothecate or otherwise encumber any property of the Company as security for any obligations of the Company to Lender and to execute and deliver to Lender any such security agreements evidencing the terms and conditions under which any liens and encumbrances are given, including but not limited to any mortgage, deed of trust, security agreement, or hypothecation agreement; (3) Negotiate or discount all drafts, trade acceptances, promissory notes, or other indebtedness in which Company has an interest and receive cash or otherwise use the proceeds; and (4) Request advances and authorize payments for the Company under a line of credit and to execute and deliver any documents necessary to carry out this provision.

**Required number of Signers: 2**

**REBECCA G SAYERS, Member, individually, has the following powers:**

**GENERAL LENDING POWERS.** (1) Borrow money and obtain credit for Company from the Lender on such terms as may be agreed to by the Company and the Lender, to renew, extend, increase, amend, or modify any credit accommodations from Lender to Company, and to execute and deliver promissory notes, guaranties, loan agreements, or other documents, including, without limitation, renewals, extensions, amendments, modifications, consolidations, substitutions, or refinancings of any such documents, evidencing the credit accommodations for the Company in a form satisfactory to Lender; (2) Mortgage, pledge, transfer, endorse, hypothecate or otherwise encumber any property of the Company as security for any obligations of the Company to Lender and to execute and deliver to Lender any such security agreements evidencing the terms and conditions under which any liens and encumbrances are given, including but not limited to any mortgage, deed of trust, security agreement, or hypothecation agreement; (3) Negotiate or discount all drafts, trade acceptances, promissory notes, or other indebtedness in which Company has an interest and receive cash or otherwise use the proceeds; and (4) Request advances and authorize payments for the Company under a line of credit and to execute and deliver any documents necessary to carry out this provision.



**Required number of Signers: 2**

**IT IS FURTHER RESOLVED THAT:**

**AUTHORIZED SIGNER'S POWERS.** Authorized Signers are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.

**SIGNATURES.** The Lender shall be indemnified and held harmless by the Company for any claims, expenses, damages or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the Lender. The Lender shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Company for any claims, expenses, damages or attorney fees resulting from their use.

**IMPROPER ENDORSEMENT.** Any negotiable instrument, check, draft, or order for the payment of moneys not clearly endorsed by the Authorized Signer may be returned to the Company by the Lender. The Lender, in its sole discretion, alternatively may endorse on behalf of the Company any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Lender shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

**DISPOSITION OF FUNDS.** When withdrawal or transfer powers are granted to an Authorized Signer, the Lender is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from and charge to any depository account(s) of the Company, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

**PRIOR ENDORSEMENTS.** All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Company.

**PRE-RESOLUTION TRANSACTIONS.** All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted and confirmed by the Company.

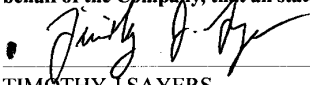
**WARRANTY.** The Lender may rely upon the certification as to the authority of the Company to execute this Resolution and make the representations in this Resolution.

**NOTIFICATION OF CHANGES.** The Company shall notify Lender in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

**REVOCATION AND MODIFICATION.** An act ("Act") to modify, terminate, amend or replace this Resolution will not immediately affect the ability of the Lender to rely upon this Resolution. The Act shall not affect any action by the Lender in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Lender receives written notification of the Act in form and substance satisfactory to Lender and (b) the Lender has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Company, its legal representatives, heirs, successors and assigns.

**FACSIMILE SIGNATURES.** The Lender shall be entitled to honor and charge the Company for all such negotiable instruments, checks, drafts, or other orders for payment of money drawn in the name of the Company, on its regular accounts, including an order for electronic debit, whether by electronic tape or otherwise, regardless of by whom or by what means facsimile signatures or other non-manual signature (collectively, "Facsimile Signatures") may have been affixed, or electronically communicated, if such Facsimile Signatures resemble the specimens duly certified to or filed with the Lender for any of the named Authorized Signers, regardless of whether any misuse is with or without the negligence of the Company. The Company agrees that the duty of maintaining the security of any such Facsimile Signatures or device by which it is affixed is solely that of the Company.

**By signing this Resolution, we acknowledge reading, understanding, and agreeing to all of its provisions and certify, personally and on behalf of the Company, that all statements made in this Resolution are true and correct.**

  
TIMOTHY J SAYERS  
Managing Member  
10/31/24  
Date

  
REBECCA G SAYERS  
Member  
10/31/24  
Date



**RESOLUTION  
LIMITED LIABILITY COMPANY**



LOAN NUMBER	RESOLUTION DATE	TAX IDENTIFICATION NUMBER	Loan Officer
32644-15	October 31, 2024	99-4587781	J. Miller Wilson

**LIMITED LIABILITY COMPANY INFORMATION**

SAYERS LPG LLC  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

By signing below, we certify to Bank of the Bluegrass & Trust Co. ("Lender") that: I am duly authorized by the members of the above named for profit Limited Liability Company ("Company") to manage this Company validly organized and operating under the laws of the State of Kentucky, and its articles were filed at the appropriate governmental office on May 18, 2024; the following is a true and complete copy of the Resolution, properly adopted at a duly called meeting held on October 31, 2024 by a quorum of all members as provided in the articles or certificate of organization or operating agreement; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, was and still is in accordance with the articles or certificate of organization or operating agreement of the Company; provided below are the correct titles and names and the genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); I have provided the Lender with a true and complete copy of the articles or certificate of organization or operating agreement as in effect as of the date of this Resolution; and that I have the power and authority to make this certification and to execute this Resolution.

**DESIGNATION OF AUTHORIZED SIGNERS**

NAME	TITLE	SIGNATURE
TIMOTHY J SAYERS	Managing Member	
REBECCA G SAYERS	Member	

**IT IS RESOLVED:** The Authorized Signers shall possess the powers indicated in this Resolution.

**TIMOTHY J SAYERS, Managing Member, individually, has the following powers:**

**GENERAL LENDING POWERS.** (1) Borrow money and obtain credit for Company from the Lender on such terms as may be agreed to by the Company and the Lender, to renew, extend, increase, amend, or modify any credit accommodations from Lender to Company, and to execute and deliver promissory notes, guaranties, loan agreements, or other documents, including, without limitation, renewals, extensions, amendments, modifications, consolidations, substitutions, or refinancings of any such documents, evidencing the credit accommodations for the Company in a form satisfactory to Lender; (2) Mortgage, pledge, transfer, endorse, hypothecate or otherwise encumber any property of the Company as security for any obligations of the Company to Lender and to execute and deliver to Lender any such security agreements evidencing the terms and conditions under which any liens and encumbrances are given, including but not limited to any mortgage, deed of trust, security agreement, or hypothecation agreement; (3) Negotiate or discount all drafts, trade acceptances, promissory notes, or other indebtedness in which Company has an interest and receive cash or otherwise use the proceeds; and (4) Request advances and authorize payments for the Company under a line of credit and to execute and deliver any documents necessary to carry out this provision.

**Required number of Signers: 2**

**REBECCA G SAYERS, Member, individually, has the following powers:**

**GENERAL LENDING POWERS.** (1) Borrow money and obtain credit for Company from the Lender on such terms as may be agreed to by the Company and the Lender, to renew, extend, increase, amend, or modify any credit accommodations from Lender to Company, and to execute and deliver promissory notes, guaranties, loan agreements, or other documents, including, without limitation, renewals, extensions, amendments, modifications, consolidations, substitutions, or refinancings of any such documents, evidencing the credit accommodations for the Company in a form satisfactory to Lender; (2) Mortgage, pledge, transfer, endorse, hypothecate or otherwise encumber any property of the Company as security for any obligations of the Company to Lender and to execute and deliver to Lender any such security agreements evidencing the terms and conditions under which any liens and encumbrances are given, including but not limited to any mortgage, deed of trust, security agreement, or hypothecation agreement; (3) Negotiate or discount all drafts, trade acceptances, promissory notes, or other indebtedness in which Company has an interest and receive cash or otherwise use the proceeds; and (4) Request advances and authorize payments for the Company under a line of credit and to execute and deliver any documents necessary to carry out this provision.



**Required number of Signers: 2**

**IT IS FURTHER RESOLVED THAT:**

**AUTHORIZED SIGNER'S POWERS.** Authorized Signers are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.

**SIGNATURES.** The Lender shall be indemnified and held harmless by the Company for any claims, expenses, damages or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the Lender. The Lender shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Company for any claims, expenses, damages or attorney fees resulting from their use.

**IMPROPER ENDORSEMENT.** Any negotiable instrument, check, draft, or order for the payment of moneys not clearly endorsed by the Authorized Signer may be returned to the Company by the Lender. The Lender, in its sole discretion, alternatively may endorse on behalf of the Company any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Lender shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

**DISPOSITION OF FUNDS.** When withdrawal or transfer powers are granted to an Authorized Signer, the Lender is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from and charge to any depository account(s) of the Company, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

**PRIOR ENDORSEMENTS.** All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Company.

**PRE-RESOLUTION TRANSACTIONS.** All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted and confirmed by the Company.


**WARRANTY.** The Lender may rely upon the certification as to the authority of the Company to execute this Resolution and make the representations in this Resolution.

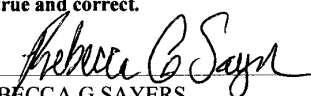
**NOTIFICATION OF CHANGES.** The Company shall notify Lender in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

**REVOCATION AND MODIFICATION.** An act ("Act") to modify, terminate, amend or replace this Resolution will not immediately affect the ability of the Lender to rely upon this Resolution. The Act shall not affect any action by the Lender in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Lender receives written notification of the Act in form and substance satisfactory to Lender and (b) the Lender has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Company, its legal representatives, heirs, successors and assigns.

**FACSIMILE SIGNATURES.** The Lender shall be entitled to honor and charge the Company for all such negotiable instruments, checks, drafts, or other orders for payment of money drawn in the name of the Company, on its regular accounts, including an order for electronic debit, whether by electronic tape or otherwise, regardless of by whom or by what means facsimile signatures or other non-manual signature (collectively, "Facsimile Signatures") may have been affixed, or electronically communicated, if such Facsimile Signatures resemble the specimens duly certified to or filed with the Lender for any of the named Authorized Signers, regardless of whether any misuse is with or without the negligence of the Company. The Company agrees that the duty of maintaining the security of any such Facsimile Signatures or device by which it is affixed is solely that of the Company.

**By signing this Resolution, we acknowledge reading, understanding, and agreeing to all of its provisions and certify, personally and on behalf of the Company, that all statements made in this Resolution are true and correct.**

  
TIMOTHY J SAYERS  
Managing Member  
10/31/24  
Date

  
REBECCA G SAYERS  
Member  
10/31/24  
Date



FAYETTE CO. KY FEE \$80.00

SUSAN LAMB  
COUNTY CLERK

PRESENTED / LODGED 11/04/2024 11:11:30 AM

BY: BOBBIE MARSTELLA, DEPUTY CLERK

BK: MB 10902

PG: 717 - 721

202411040040

Sayers LP6 LLC  
32644-15

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

October 31, 2024

The mortgagor is **Timothy Sayers and Rebecca Sayers, husband and wife**

("Borrower"). This Security Instrument is given to **BANK OF THE BLUEGRASS & TRUST COMPANY**, which is organized and existing under the laws of the State of Kentucky, and whose address is 101 E. High Street, Lexington, Kentucky 40507 ("Lender"). Borrower owes Lender the principal sum of **Five Hundred Eighty Four Thousand And 00/100**

Dollars (U.S. **\$584,000.00** ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **November 5, 2034**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraphs 11, 17 or 22; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **Fayette** County, Kentucky:

BEING all of Lot No. 33, Section 1 of the Still Meadows LLC Property, Lexington, Fayette County, Kentucky, as shown by plat thereof of record in Plat Cabinet M, Slide 909, in the Fayette County Clerk's Office, said property being also known as 3660 Horsemint Trail;

Being the same property conveyed to Timothy Sayers and Rebecca Sayers, husband and wife, by deed dated April 29, 2011 of record in Deed Book 3005, Page 334 in the Fayette County Court Clerk's Office.

which has the address of 3660 Horsemint Trail, Lexington, Kentucky 40509

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **October 31, 2024**  
The mortgagor is **Timothy Sayers and Rebecca Sayers, husband and wife**  
("Borrower"). This Security Instrument is given to **BANK OF THE BLUEGRASS & TRUST COMPANY**, which  
is organized and existing under the laws of the State of Kentucky, and whose address is 101 E. High Street, Lexington,  
Kentucky 40507 ("Lender"). Borrower owes Lender the principal sum of **Five Hundred Eighty Four Thousand And**  
**00/100**

Dollars (U.S. **\$584,000.00** ).  
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for  
monthly payments, with the full debt, if not paid earlier, due and payable on **November 5, 2034**.  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all  
renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraphs 11,  
17 or 22; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note.  
For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located  
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as shown by plat thereof of record in Plat Cabinet M, Slide 909, in the Fayette County Clerk's Office, said  
property being also known as 3660 Horsemint Trail;

Being the same property conveyed to Timothy Sayers and Rebecca Sayers, husband and wife, by deed dated April  
29, 2011 of record in Deed Book 3005, Page 334 in the Fayette County Court Clerk's Office.

which has the address of 3660 Horsemint Trail, Lexington, Kentucky 40509 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on property, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or  
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All  
of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right  
to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.  
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any  
encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges due under the Note.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to interest due; and last, to principal due.

3. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments upon written request of the Lender.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. In the event it becomes necessary for Lender to collect such insurance proceeds, Borrower hereby grants Lender a limited power of attorney for the limited purpose of endorsing any check or draft representing such insurance proceeds which may be payable to Borrower or jointly to Lender and Borrower.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any payment due under any loan document or change the amount of the payments. If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.



Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**7. Inspection.** Lender or its agent may make reasonable entries upon the inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**8. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**9. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**10. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**11. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**12. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 18. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 16.

**13. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**14. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument of the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**15. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**16. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**17. If checked here [ ]** this Mortgage is taken to secure a loan made for the purpose of erecting, improving or adding to a building on the Mortgaged Property. **If checked here [ ]** this Mortgage is taken to secure a Line of Credit the maximum amount of which shall be the amount shown on Page 1 hereof as the "Principal Sum".

**18. Acceleration; Remedies.** In event Borrower or any of them if more than one, shall (a) fail to pay the Note or any installment thereon when the same shall become due and payable; or (b) fail to maintain and keep in force such insurance or fail to pay such taxes, legal assessments, water rates, special assessments or other charges, fines or impositions when the same shall become due and payable; or (c) sell or permit the Property to be sold without the assent of the Lender, or (d) be adjudged a bankrupt or insolvent, make an assignment for the benefit of their creditors or be placed in receivership; or (e) die or become incompetent; or (f) in any manner fail to perform any of the covenants, stipulations and agreements set out in the Note or herein contained on their part to be performed, then, and in any of such events, Lender may, without notice, at its option immediately declare the entire unpaid balance of the Note and all other indebtedness secured hereby immediately due and payable and proceed to enforce the collection of the same and all charges and costs permitted by law and foreclose this Security Instrument by the judicial proceeding. **Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees and costs of title evidence.**

**19. Lender in Possession.** Upon acceleration under paragraph 18 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (by judicially appointed receiver, to which Borrower consents) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

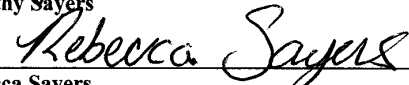
**20. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**21. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

**22. Future Advances.** Pursuant to KRS 382.520, this Security Instrument shall secure the payments of (a) all renewals, extensions or interest rate modifications of the Note and the loan evidenced thereby, and (b) this Security Instrument shall secure any additional indebtedness, whether direct, indirect, existing, future, contingent, or otherwise, of Borrower to Lender, which shall in no event exceed the principal sum of \$ \_\_\_\_\_, in addition to the principal amount of the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

  
Timothy Sayers

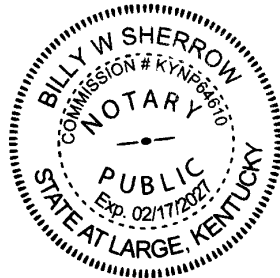
  
Rebecca Sayers

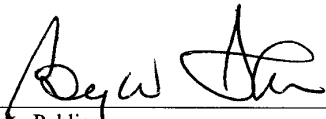
STATE OF KENTUCKY )

COUNTY OF FAYETTE )

The foregoing instrument was acknowledged before me this October 31, 2024  
by Timothy Sayers and Rebecca Sayers, husband and wife.

My commission expires: 2/17/27




  
Notary Public

Billy W. Sherrow  
Notary Name Printed

Notary ID: KWP64610

This instrument was prepared by Billy W. Sherrow of Sherrow Marshall Schrader, PSC, 200 Southland Drive, Lexington, Kentucky 40503 (859) 685-0035.

Signed: 

Loan Origination Organization: Bank of the Bluegrass & Trust Company  
Bank NMLS ID #421548  
Loan Originator: J. Miller Wilson  
MLO NMLS ID #467140

FILED  
AT 9:16 am  
NOV 04 2024  
MARION COUNTY  
CHAD G. MATTINGLY, COUNTY CLERK

MARION COUNTY  
M506 PG530

Book:506  
Name:M  
Chad Mattingly  
Marion County  
11/4/2024  
DC Janice Richerson

Pages:530-534(5)  
Vendor:EPN



**MORTGAGE**

32644-15

**THIS MORTGAGE ("Security Instrument") is given on** **October 31, 2024**  
The mortgagor is **Sayers LPG, LLC**, a Kentucky limited liability company  
("Borrower"). This Security Instrument is given to **BANK OF THE BLUEGRASS & TRUST COMPANY**, which  
is organized and existing under the laws of the State of Kentucky, and whose address is 101 E. High Street, Lexington,  
Kentucky 40507 ("Lender"). Borrower owes Lender the principal sum of **Five Hundred Eighty Four Thousand And**  
**00/100**

**Dollars (U.S. \$584,000.00)**.  
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for  
monthly payments, with the full debt, if not paid earlier, due and payable on **November 5, 2034**.  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all  
renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraphs 11,  
17 or 22; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note.  
For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located  
in **Marion** County, Kentucky:

Being Tract 1 and 2 as per Plat recorded in Plat Cabinet 3, Slide 409, and of record in Deed Book 254, at page  
517, in the Marion County Clerk's Office.

Being the same property conveyed to Sayers LPG, LLC, from Michael W. Roberts and Cynthia W. Roberts,  
husband and wife, by deed dated October 31, 2024 and recorded simultaneously herewith in Deed Book **326**  
Page **100**, in the Marion County Court Clerk's Office.

which has the address of 160 Sulphur Springs Road, Lebanon, Kentucky 40033 ("Property Address");

**TOGETHER WITH** all the improvements now or hereafter erected on property, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or  
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All  
of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right  
to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.  
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any  
encumbrances of record.

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **October 31, 2024**  
The mortgagor is **Sayers LPG, LLC , a Kentucky limited liability company**  
("Borrower"). This Security Instrument is given to **BANK OF THE BLUEGRASS & TRUST COMPANY** , which  
is organized and existing under the laws of the State of Kentucky, and whose address is 101 E. High Street, Lexington,  
Kentucky 40507 ("Lender"). Borrower owes Lender the principal sum of **Five Hundred Eighty Four Thousand And**  
**00/100**

Dollars (U.S. **\$584,000.00** ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for  
monthly payments, with the full debt, if not paid earlier, due and payable on **November 5, 2034**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all  
renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraphs 11,  
17 or 22; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note.  
For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located  
in **Marion** County, Kentucky:

Being Tract 1 and 2 as per Plat recorded in Plat Cabinet 3, Slide 409, and of record in Deed Book 254, at page  
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husband and wife, by deed dated October 31, 2024 and recorded simultaneously herewith in Deed Book \_\_\_\_\_,  
Page \_\_\_\_\_, in the Marion County Court Clerk's Office.

which has the address of 160 Sulphur Springs Road, Lebanon, Kentucky 40033 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on property, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or  
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All  
of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right  
to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.  
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any  
encumbrances of record.

Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges due under the Note.

**2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to interest due; and last, to principal due.

**3. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments upon written request of the Lender.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**4. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. In the event it becomes necessary for Lender to collect such insurance proceeds, Borrower hereby grants Lender a limited power of attorney for the limited purpose of endorsing any check or draft representing such insurance proceeds which may be payable to Borrower or jointly to Lender and Borrower.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any payment due under any loan document or change the amount of the payments. If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**5. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**6. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**7. Inspection.** Lender or its agent may make reasonable entries upon the inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**8. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**9. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**10. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**11. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**12. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 18. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 16.

**13. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**14. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument of the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**15. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**16. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**17. If checked here ☐ this Mortgage is taken to secure a loan made for the purpose of erecting, improving or adding to a building on the Mortgaged Property. If checked here ☐ this Mortgage is taken to secure a Line of Credit the maximum amount of which shall be the amount shown on Page 1 hereof as the "Principal Sum".**

**18. Acceleration; Remedies.** In event Borrower or any of them if more than one, shall (a) fail to pay the Note or any installment thereon when the same shall become due and payable; or (b) fail to maintain and keep in force such insurance or fail to pay such taxes, legal assessments, water rates, special assessments or other charges, fines or impositions when the same shall become due and payable; or (c) sell or permit the Property to be sold without the assent of the Lender, or (d) be adjudged a bankrupt or insolvent, make an assignment for the benefit of their creditors or be placed in receivership; or (e) die or become incompetent; or (f) in any manner fail to perform any of the covenants, stipulations and agreements set out in the Note or herein contained on their part to be performed, then, and in any of such events, Lender may, without notice, at its option immediately declare the entire unpaid balance of the Note and all other indebtedness secured hereby immediately due and payable and proceed to enforce the collection of the same and all charges and costs permitted by law and foreclose this Security Instrument by the judicial proceeding. **Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees and costs of title evidence.**

**19. Lender in Possession.** Upon acceleration under paragraph 18 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (by judicially appointed receiver, to which Borrower consents) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

**20. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**21. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

**22. Future Advances.** Pursuant to KRS 382.520, this Security Instrument shall secure the payments of (a) all renewals, extensions or interest rate modifications of the Note and the loan evidenced thereby, and (b) this Security Instrument shall secure any additional indebtedness, whether direct, indirect, existing, future, contingent, or otherwise, of Borrower to Lender, which shall in no event exceed the principal sum of \$ \_\_\_\_\_, in addition to the principal amount of the Note.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Sayers LPG, LLC

By: Timothy J. Sayers

Timothy J. Sayers, Managing Member

By: Rebecca G. Sayers

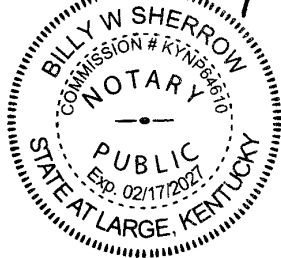
Rebecca G. Sayers, Member

STATE OF KENTUCKY )

COUNTY OF FAYETTE )

The foregoing instrument was acknowledged before me this October 31, 2024  
by Timothy J. Sayers, Managing Member, and Rebecca G. Sayers, for and on behalf of Sayers LPG, LLC, a Kentucky  
limited liability company

My commission expires: 2/17/27



Billy W. Sherrow  
Notary Public

Billy W. Sherrow  
Notary Name Printed

Notary ID: KNP68610

This instrument was prepared by Billy W. Sherrow of Sherrow Marshall Schrader, PSC, 200 Southland Drive,  
Lexington, Kentucky 40503 (859) 685-0035.

Signed: Billy W. Sherrow

Loan Origination Organization: Bank of the Bluegrass & Trust Company  
Bank NMLS ID #421548  
Loan Originator: J. Miller Wilson  
MLO NMLS ID #467140

Rev. 03/2023

**FACTS**

**WHAT DOES BANK OF THE BLUEGRASS & TRUST CO. DO WITH YOUR PERSONAL INFORMATION?**



**Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Credit history and overdraft history

When you are *no longer* our customer, we continue to share your information as described in this notice.

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bank of the Bluegrass & Trust Co. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Bank of the Bluegrass & Trust Co. share?	Can you limit this sharing?
<b>For our everyday business purposes--</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes--</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes--</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes--</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

**Questions?**

Call (859)233-4500

TJS

RBS

Page 2

**What we do**

<b>How does Bank of the Bluegrass &amp; Trust Co. protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Bank of the Bluegrass &amp; Trust Co. collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>- open an account or make deposits or withdrawals from your account</li> <li>- pay your bills or apply for a loan</li> <li>- use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>- sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>- affiliates from using your information to market to you</li> <li>- sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

**Definitions**

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>- <i>Bank of the Bluegrass &amp; Trust Co. does not share with our affiliates.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>- <i>Bank of the Bluegrass &amp; Trust Co. does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>- <i>Bank of the Bluegrass &amp; Trust Co. doesn't jointly market.</i></li> </ul>

NAME AFFIDAVIT



101 E. High St.  
Lexington, KY 40507

LOAN NUMBER	DATE	Loan Officer
32644-15	October 31, 2024	J. Miller Wilson

AFFIANT INFORMATION

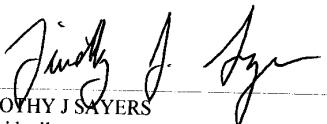
TIMOTHY J SAYERS  
3660 HORSEMINT TRL  
LEXINGTON, KY 40509-2954

The undersigned, being first duly sworn, hereby declares and affirms under penalty of perjury to Bank of the Bluegrass & Trust Co. that the following is true and correct:

I am or have been known by the following names:

TIM SAYERS

I hereby certify that the use of any of the above names in any document is a reference to me.

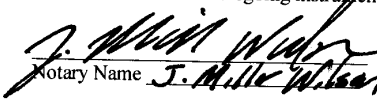
 10/31/24  
TIMOTHY J SAYERS Date  
Individually

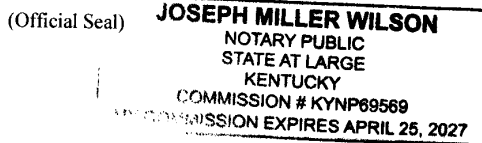
STATE OF KENTUCKY

COUNTY OF Fayette

Subscribed and sworn (affirmed) to me, a Notary Public in and for the county and state aforesaid, by said affiant(s) who is/are personally known to me, and he/she/they duly acknowledged to me the execution of the foregoing instrument.

My commission expires: 4-25-27

  
Notary Name J. Miller Wilson  
Identification Number KYNPL9569



Case No. 2024-00382  
Old Bridge Gas Utility LLC  
Response to Commission Staff's Second Request for Information

**Commission Staff 2-7:**

Refer to Application, pages 4-5. Identify whether Old Bridge Gas plans to file a financing application with the Commission if this acquisition is approved. If so, explain all reasoning behind the decision to seek financing for this acquisition.

**Response:**

Old Bridge LLC does not believe that Commission approval is required under KRS 278.300. Subsection (1) of that statute states, “No utility shall issue any securities or evidences of indebtedness, or assume any obligation or liability in respect to the securities or evidences of indebtedness of any other person until it has been authorized so to do by order of the commission.” The term “utility” is defined as “any person . . . who owns, controls, operates, or manages any facility used or to be used for or in connection with . . . (b) The production, manufacture, storage, distribution, sale, or furnishing of natural or manufactured gas, or a mixture of same, to or for the public, for compensation, for light, heat, power, or other uses.”

Old Bridge LLC will not become a utility until it acquires CPS's assets. The \$100,000 bank note to Old Bridge LLC will be issued before Old Bridge LLC's acquisition of CPS's assets to fulfill the Purchase and Sale Agreement. Because Old Bridge LLC will not be a utility until after the bank note is issued, KRS 278.300 does not apply.

In Case No. 2018-00107, the Commission denied an application for approval of a bank note on the grounds that the acquiring entity—Sentra Resources—was not a utility.

In addition, Mr. and Mrs. Sayers are also personally guaranteeing the loan.

If the Commission, however, disagrees with this interpretation, Old Bridge LLC will submit an application for approval of the debt.

**Witness:** Legal, Tim Sayers

Case No. 2024-00382  
Old Bridge Gas Utility LLC  
Response to Commission Staff's Second Request for Information

**Commission Staff 2-8:**

Refer to Application, pages 4-5. Provide data and supporting information to demonstrate the specific benefits of the acquisition for the customers of Old Bridge Gas.

**Response:** Old Bridge LLC's ownership of the utility will benefit the customers. Current CPS owner, Michael Roberts, is retiring and will no longer manage and operate the utility. The utility needs a new owner/operator. Tim Sayers, who has extensive experience in the propane industry (see response to Commission Staff Request for Information 1-1), will operate the utility with excellent service. The utility's customers will experience professional service from Old Bridge LLC's. In January 2025, one of the harshest winter months the Commonwealth has experienced in the last decade, Old Bridge LLC managed the system and supplied all customers with uninterrupted propane services. Old Bridge LLC is committed to providing its customers with quality service that is efficient and reliable. Additionally, Old Bridge LLC will ensure that monthly customer billing will occur in a timely fashion each month. The utility's customers have expressed support for the utility's transfer to Old Bridge LLC.

**Witness:** Tim Sayers

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

JOINT APPLICATION OF COMMERCIAL PROPANE )  
SERVICE, LLC AND OLD BRIDGE GAS UTILITY )  
LLC FOR APPROVAL OF OLD BRIDGE GAS ) Case No. 2024-00382  
UTILITY LLC'S ACQUISITION OF COMMERCIAL )  
PROPANE SERVICE LLC'S UTILITY ASSETS IN )  
OLD BRIDGE SUBDIVISION, DANVILLE, )  
KENTUCKY )


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CERTIFICATION

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This is to certify that I have supervised the preparation of the Joint Applicants' responses to the Public Service Commission Staff's Second Request for Information and that the responses on which I am identified as a sponsoring witness are true and accurate to the best of my knowledge, information, and belief after reasonable inquiry.

Tim Sayers



Date

