

JOHN BAIRD
ATTORNEY AT LAW
103 East Main Cross Street
P.O. Box 838
Greenville, KY 42345-0838
270-338-5944 fax 270-338-0096

April 20, 2004

Preliminary Title Report

Investors Title Insurance Co.
P.O. Drawer 2687
Chapel Hill, N.C. 27515-2687

RE: Issuing Title Insurance for Mortgage Loan to
Richard E. Stoner and wife, Betty Stoner,
by First Kentucky Bank

Gentlemen:

Subject only to the Exceptions and Requirements appearing herein below, I find and hereby certify that Richard E. Stoner and wife, Betty Stoner, or survivor, are the owners and holders of merchantable fee simple title to the surface of the above described property, in order that you can issue a lender title insurance policy to First Kentucky Bank, covering a Mortgagor which is to be the first and superior lien on the real property described therein and hereinbelow, said mortgage to secure a Promissory Note in the amount of \$ _____, with interest. There is no Certification concerning mineral ownership underlying the above described property.

The real property described in said mortgage is situated in the City of Powderly, Muhlenberg County, Kentucky, and is described as follows:

(See attached Exhibit)

Subject to the Exceptions and Requirements appearing hereinbelow, I find and hereby certify that Richard E. Stoner, and wife, Betty Stoner, their heirs and assigns, are the owners and holders of merchantable fee simple title to the surface of the above described property. There is no Certification concerning mineral ownership underlying the above described property.

There are no adverse conveyances, liens, encumbrances or objections created of record, which effect or impair title to the above described property, except:

EXCEPTIONS

EXCEPTION #1: There is recorded in Deed Book 344, Page 785, a "Declaration of Reciprocal Easements", creating certain rights in the owners of the shopping center property to use common passage ways and parking in the shopping center, the benefit of which includes the subject property. In addition, this document also contains certain restrictions as to use and also contains a Shopping Center Plat showing both a building set back line and area designated for parking only, which affect the use of the

subject property. Part of the restrictions to the subject property includes minimum parking for square footage of buildings, which is 6 spaces for each 1000 sq. foot of floor space. I have attached a copy of this recorded document for your reference to insure that you have no problems with these restrictions and easements. The other restrictions concern the type of business which cannot be conducted on the subject property, to avoid competition with the major tenants in the shopping center. SuperX Drug Store and K-Mart no longer exist as tenants, so those provisions which benefit them, would be extinguished. The borrower has furnished a copy to his engineer and he has taken them into consideration with the borrower's development plans, including the building set back line and the parking space requirement. Furthermore, the consent to the location of the access to Copper Creek Drive and the extension of the fire lane from the adjoining property has been obtained from the developer.

EXCEPTION #2: The 2004 City of Powderly and Muhlenberg County property taxes, which are not yet due and payable.

EXCEPTION #3: Utility lines on the abovesaid property, with or without easements, including the Easement from Frost Brown Todd, LLC, a Kentucky Limited Partnership, to the City of Powderly for a sewer line, dated January 17, 2001, and recorded in the office of the Muhlenberg County Clerk in Deed Book 481, Page 456.

EXCEPTION #4: The right-of-way for the public road of the governmental entity, which maintains the road. The public roads are US Highway #62 and KY Highway #189, the latter being a limited access highway. Copper Creek Drive is a private street belonging to the developer for which the subject property has access to under the "Declaration of Reciprocal Easements".

EXCEPTION #5: The Zoning Ordinance of the City of Powderly, which regulates the use of the property and this property is zoned commercial.

EXCEPTION #6: The location of improvements being on the lot described in the deed, boundary line disputes or other matters that a survey of the subject property would reveal. This property has been surveyed by the Borrowers' engineers.

EXCEPTION #7: Any mechanic liens for unpaid improvements to the subject property made within the last six months, which may be filed.

EXCEPTION #8: Any third person in possession or control of the property.

EXCEPTION #9: The effect to the surface caused by the rights of a severed mineral owner (if any) to the use of the surface of this property, including subsidence.

EXCEPTION #10: Any responsibility from the liability or lien imposed under Section 42 U.S.C. Section 9601 (known as CERLA or "superfund") and 100 Section 1613 (known as SARA), pertaining to the previous owners in the chain of title use of the subject property, or to any other liability imposed under any state or federal environmental law, unless notice of same is properly filed in the office of the Muhlenberg County Clerk.

REQUIREMENTS

REQUIREMENT #1: Concerning Exception #1, the Borrowers and the Seller have been negotiating with the developer about obtaining the permission for two (2) road cuts in the adjoining property owned by the developer as required under the Development Restrictions. The Borrowers' engineer has been furnished a copy of the building set back line and the parking requirements and is drawing the Borrowers' plans to conform with these requirements.

REQUIREMENT #2: Concerning Exception #2, provisions for paying the 2004 property taxes should be made at closing.

REQUIREMENT #3: Concerning Exception #3, you should verify the location of all easements and utility lines on the property, especially if improvements are planned. The Borrowers' engineer is aware of this easement and has provided for same on the Borrowers' development plans.

REQUIREMENT #4: Concerning Exception #4, access is provided under the "Declaration of Reciprocal Easements". Copper Creek Drive has access to the By-Pass though a authorized access in the limited access highway.

REQUIREMENT #5: Concerning Exception #5, none.

REQUIREMENT #6: Concerning Exception #6, you should review any proposed engineer plans to insure that the improvements are on the property.

REQUIREMENT #7: Concerning Exception #7, since Borrowers will be developing this property, you should inquire that no such Liens will be filed during the development.

REQUIREMENT #8: Concerning Exception #8, you should inspect the property to insure that nobody else is on the land. Also, once developed, this property will be leased but this will occur after the mortgage lien is perfected and will be subject to the mortgage terms.

REQUIREMENT #9: Concerning Exception #9, if this property is in an area that has been previously mined or could possibly be mined in the future, then I would recommend that you require subsidence coverage with Borrowers' Insurance.

REQUIREMENT #10: Concerning Exception #10, if there are any environmental hazards in or under the subject property, the landowner may be required to clean it up at his expense. This Title Opinion does not cover the disclosure to you of the identity of the previous owners in the chain of title and their possible handling of hazardous materials or waste on the subject property. In order to determine if this land is hazard free, you should obtain an environmental study of the property by a qualified company.

REQUIREMENT #12: Secure execution and record deed, returning same to me with a check in the proper amount for recording, and I will record same.

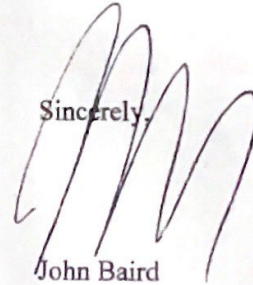
- REQUIREMENT #13: Secure execution and record mortgage, returning same to me with a check in the proper amount for recording, and I will record same

This Certification is predicated upon an examination of the computer indexes and properly recorded public records of Muhlenberg County, Kentucky, from April 19, 2004, at 8:00 a.m., in retrospect, covering a time period of 31 years. This Certification is based upon the presumption of no irregularities in the Clerk's computer indexes or the public records or Court proceedings.

This Title Opinion is to the Title Insurance Company only for purposes of it issuing a Lender's Title Policy and is not made to the Borrowers or Lender, so the Borrowers' equity is not protected by this Title Opinion. Borrowers can purchase a Lender's Title Policy if they so desire to protect their equity.

When the above requirements have been satisfied, the undersigned shall execute a Final Certificate, to your Company, certifying that the Insured Mortgage is the first and superior lien on the real property described in said mortgage and hereinabove.

Sincerely,



John Baird

Enc. Development Restrictions
Mortgage description

JB: jb

EXHIBIT

Beginning at an iron pin (set) in the North West right-of-way of the Central City-Greenville By-Pass (Highway 189) and being South 45-48-02 West 60.00 feet from the Eastern most corner of which this is a part; thence with the right-of-way of said Highway the following two (2) calls: South 45-57-32 West 329.81 feet to an iron pin; South 33-47-32 West 152.40 feet to an iron pin; thence North 46-01-56 West 51.90 feet to an iron pin; thence South 43-58-04 West 33.47 feet to an iron pin; thence North 44-41 West 197.00 feet to an iron pin; thence North 45-19 East 275.50 feet to a point; thence South 44-41 East 11.70 feet to a point; thence North 45-19 East 66.30 feet to an iron pin (set); thence with a new division line the following three (3) calls: South 44-41 East 10.00 feet to an iron pin (set); North 45-19 East 152.98 feet to an iron pin (set); thence South 50-09 East 199.65 feet to the beginning, containing 2.47 acres.

The abovedescribed property is subject to the Sewer Line Easement in favor of the City of Powderly, dated January 17, 2001 and recorded in the office of the Muhlenberg County Clerk in Deed Book 481, Page 456.

Being the same property conveyed from Frost Brown Todd LLC, a Delaware Limited Liability Company, to Richard E. Stoner and wife, Betty Stoner, or survivor, by deed dated _____, 2004 and recorded in the office of the Muhlenberg County Clerk in Deed Book _____, Page _____.

THIS AGREEMENT made and entered into this 1st day of OCTOBER, 2007, by and between Powderly Associates, a Kentucky Limited Partnership, with Fletcher Bright Company, a Tennessee Corporation, as its General Partner, 537 Market Street, Suite 400, Chattanooga, TN 37402, **Party of the First Part**, and US Properties, LLC, a Kentucky Limited Liability Company, 215 Wood Trace, Benton, KY 42025, **Party of the Second Part**;

WITNESSETH:

WHEREAS, Party of the First Part is the successor to the original developer of Copper Creek Shopping Center and the enforcer of the restrictions set out in the Declaration of Reciprocal Easements dated March 11, 1981, and recorded in the office of the Muhlenberg County Clerk in Deed Book 344, Page 785, having acquired same under deed dated May 27, 1983 and recorded in the aforesaid Clerk's office in Deed Book 356, Page 571; and

WHEREAS, Party of the Second Part is the owner of the real estate known as Copper II Shopping Center, located adjoining the Copper Creek Shopping Center, acquired by deed recorded in the aforesaid Clerk's office in Deed Book 515, Page 44, which is most of Parcel "E" under the plat of the Copper Creek Shopping Center recorded in the aforesaid Clerk's office in Deed Book 344, Page 798; and

WHEREAS, there appears in said Declaration of Reciprocal Easements, for Parcel "E", a building set back line and an area designated as "future parking", which lies between the building set back lines and Copper Creek Drive; and

WHEREAS, the Party of the Second Part desires to further develop his property in the area designated as "future parking", without affecting the existing location of the curb cut for Parcel "E", while complying with all building permits required for further development and complying with the development restrictions and conditions imposed herein.

NOWHEREFORE, the premise considered, the Party of the First Part does hereby amend the Declaration of Reciprocal Easement as follows:

1. The building set back line on Parcel "E" is hereby removed and replaced with a new building set back line, being established south of the existing curb cut between Parcel "A" and Parcel "E", said building set back line running parallel with and 15' east of the East Boundary Line of Parcel A to a corner, said corner being 15' east of Parcel "A" and 15' north of Copper Creek Drive; thence continuing in a southeasterly direction running parallel with and 15' north of the right-of-way boundary of Copper Creek Drive until intersecting Kentucky Highway 189's Right of Way line. This area between the building set back line and Parcel "A" or Copper Creek Drive [15' buffer area] shall be grass or other landscaping, except where the current paved access crosses this buffer area from both curb cuts.

2. The area designated as "Future Parking" is rescinded and any parking area on Parcel "E" shall comply with the Powderly City ordinance or State building codes. Notwithstanding, all Parking for businesses located upon Parcel "E", shall be self-contained upon Parcel "E", and not in the

Parking Area of Copper Creek Shopping Center.

3. The designated pass way area connecting Parcel "A" with Parcel "E" in the aforesaid plat, shall not be blocked or obstructed with any future development by Party of the Second Part, or its successors.

4. Party of the Second Part shall insure that electrical service to the existing street light and the Copper Creek Shopping Center sign located at the Highway 189 entrance to the Party of the Second Part's property, is reestablished but the Party of the Second Part has no obligation for maintenance of either the street light or sign.

5. Any additional construction on Parcel "E" shall meet all city, county or state building codes, including those mandating parking area. Furthermore, the tenant or occupant of Parcel improvement so added, cannot compete with either Rural King or Kroger Company business, including a retail pharmacy, located in Copper Creek Shopping Center, the two major tenants.

6. Any other provision of the Declaration of Reciprocal Easement not so amended by this Agreement shall remain in full force and effect.