

ALTA COMMITMENT FOR TITLE INSURANCE issued by COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

Commonwealth Land Title Insurance Company

Michael I. Nolan President

Bv

ATTEST: Mar ou hemos Marjorie Nemzura Secretary

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81C170B25

ALTA Commitment for Title Insurance (07-01-2021) w-MO Mod

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:	Oak Hills Title Company
Issuing Office:	309 Lewis Street, Canton, MO 63435
Issuing Office's ALTA® Registry ID:	1051068
Loan ID No.:	
Commitment No.:	2025-039
Issuing Office File No.:	2025-039
Property Address:	State Route A, Williamstown, MO 63473
Revision No.:	

SCHEDULE A

- 1. Commitment Date: January 21, 2025 at 08:00 AM
- 2. Policy to be issued:
 - ALTA Own. Policy (07/01/21)
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below.

 Proposed Amount of Insurance: Premium:
 The estate or interest to be insured: Fee Simple
- 3. The estate or interest in the Land at the Commitment Date is: Fee Simple
- 4. The Title is, at the Commitment Date, vested in: Carol L. Alderton and Justin L. Alderton, Trustees of the Justin L. Alderton Heritage Trust dated September 22, 2008.
- 5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

OAK HILLS TITLE COMPANY

Kirchner, Agen

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81C170B25 Sch. A

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SCHEDULE B, PART I - Requirements

Commitment No.: 2025-039

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Deed of Trust to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. For each policy to be issued as identified in Schedule A, Item 2; the company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend the commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- 6. Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

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(2025-039.PFD/2025-039/6)

File No. 2025-039

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- 2. Rights or claims of parties in possession not shown by the public records.
- Easements or claims of easements, not shown by the public records.
- 4. Any encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
- 5. Any lien or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. Taxes or special assessments which are not shown as existing liens by the public records.
- 7. Notwithstanding anything to the contrary contained herein in the legal description of the property, the amount of acreage shown is for reference purposes only, and represents no guarantee, or other undertaking by the insurer, of the actual amount of acreage contained in the policy.
- 8. Tenancy rights or written leases of persons in possession of the premises in question, not shown in the public records.
- 9. Rights of the public and private rights of others entitled thereto in and to that portion of the public road known as State Route A.
- 10. Conveyance given to the State of Missouri, dated June 9, 1949, and filed for record on June 17, 1949, in Book 101, at page 69A, in the office of Recorder of Deeds for Clark County, Missouri.
- 11. State Highway Deed given to the State of Missouri, dated June 8, 1949, and filed for record on June 23, 1949, in Book 101, at page 91A, in the office of Recorder of Deeds for Clark County, Missouri.
- 12. State Highway Deed given to the State of Missouri, dated July 18, 1949, and filed for record on July 28, 1949, in Book 101, at page 96A, in the office of Recorder of Deeds for Clark County, Missouri.
- 13. Right-of-Way Easement given to Public Water Supply District #1 of Clark County, Missouri, filed for record on May 3, 1985. in Drawer 12M, at card 2888, in the office of Recorder of Deeds for Clark County, Missouri.
- 14. Fence Line Encroachment which is depicted on Survey #2023-008396 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during November of 2023, and filed for record on November 21, 2023, in Book 2023, at page 1104, in the office of Recorder of Deeds for Clark County, Missouri.

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Commitment No.: 2025-039

Deed of Trust given by Justin L. Alderton, Co-Trustee of the Justin L. Alderton Heritage Trust dated September 22, 2008, a 15. Missouri Revocable Trust, to AT, Inc., Trustee for HOMEBANK, dated December 20, 2023, and filed for record on December 21, 2023, in Book 2023, at page 1189, in the office of Recorder of Deeds for Clark County, Missouri,

FOR INFORMATIONAL PURPOSES ONLY.

Assessor's Parcel Nos. 1-22-01-02-00-006.01 and 1-22-01-11-00-00-001.00. County and state taxes for 2024 in the amount of \$164.65 are paid in full.

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EXHIBIT A

Commitment No.: 2025-039

File No. 2025-039

A tract of land lying in the Southeast Quarter of Section 2 and the North Half of the Northeast Quarter of Section 11, Township 63 North, Range 9 West, Clark County, Missouri and being more fully described as follows to-wit:

Beginning at a found 5/8" iron pin marking the Northeast Corner of said Section 11; thence South 01 degree, 02 minutes and 44 seconds West along the East line of said Section 11 a distance of 1385.80 feet to a found 5/8" iron pin marking the Southeast Corner of the North Half of the Northeast Quarter of said Section 11; thence North 86 degrees, 41 minutes and 53 seconds West leaving said East line and along the South line of said North Half 648.86 feet to a found 5/8" iron pin on the East right-of-way of Missouri Route "A"; thence North 26 degrees, 21 minutes and 43 seconds West leaving said South line and along said right-of-way 2169.12 feet to a found 5/8" iron pin; thence North 69 degrees, 08 minutes and 52 seconds East leaving said right-of-way 237.08 feet to a 5/8" iron pin; thence Easterly along a 21 degree, 54 minute and 42 second curve to the left having a central angle of 66 degrees, 58 minutes and 35 seconds, an arc length of 305.67 feet and a chord of North 35 degrees, 12 minutes and 57 seconds East 288.56 feet to a 5/8" iron pin; thence North 01 degree, 43 minutes and 39 seconds East 64.21 feet to a 5/8" iron pin; thence Easterly along a 48 degree, 51 minute and 00 second curve to the right having a central angle of 77 degrees, 50 minutes and 45 seconds, an arc length of 159.36 feet and a chord of North 40 degrees, 39 minutes and 02 seconds East 147.38 feet to a 5/8" iron pin; thence North 79 degrees, 34 minutes and 25 seconds East 412.25 feet to a 5/8" iron pin; thence North 77 degrees, 03 minutes and 44 seconds East 209.30 feet to a 5/8" iron pin; thence South 76 degrees, 32 minutes and 33 seconds East 199.33 feet to a 5/8" iron pin; thence South 26 degrees, 00 minutes and 31 seconds East 188.07 feet to a 5/8" iron pin; thence South 35 degrees, 49 minutes and 29 seconds East 217.00 feet to a 5/8" iron pin; thence South 87 degrees, 55 minutes and 20 seconds East 159.39 feet to a 5/8" iron pin on the East line of said Section 2; thence South 01 degree, 31 minutes and 24 seconds West along said East line 816.11 feet to the Point of Beginning, containing 66.4 Acres, more or less, with the above described having the right-of-use of a 50.00 Feet Wide Ingress/Egress Easement lying 50.00 feet North of and coincident with the following described line to-wit: Beginning at the Westernmost Corner of the above described tract, thence North 69 degrees, 08 minutes and 52 seconds East 100.00 feet to the Point of Termination of said line. Also, with the above described being subject to other easements and rights-of-way of record or not of record, if any. As per survey #2023-008396 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during November of 2023.

COMMITMENT CONDITIONS

1. DEFINITIONS

- "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under a. applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by b. the Public Records.
- "Land": The land described in Item 5 of Schedule A and improvements located on that land that by C. State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, e. issued or to be issued by the Company pursuant to this Commitment.
- "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount f. of Insurance of each Policy to be issued pursuant to this Commitment.
- "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to g. be issued pursuant to this Commitment.
- "Public Records": The recording or filing system established under State statutes in effect at the h. Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- "State": The state or commonwealth of the United States within whose exterior boundaries the Land is i. located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- "Title": The estate or interest in the Land identified in Item 3 of Schedule A. j.
- If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the 2. Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - the Notice: а.
 - b. the Commitment to Issue Policy:
 - the Commitment Conditions; C.
 - Schedule A: d.
 - Schedule B, Part I-Requirements; and e.
 - Schedule B, Part II-Exceptions; and f.
 - a counter-signature by the Company or its issuing agent that may be in electronic form. g.

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4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual а. expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or ii.
 - acquire the Title or create the Mortgage covered by this Commitment. iii.
- The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the b. amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred d. in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- The Company is not liable for the content of the Transaction Identification Data, if any. e.
- The Company is not obligated to issue the Policy referred to in this Commitment unless all of the f. Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- The Company's liability is further limited by the terms and provisions of the Policy to be issued to the g. Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
 - Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this a. Commitment.
 - Any claim must be based in contract under the State law of the State where the Land is located and is b. restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - C. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations. representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement d. or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - Any amendment or endorsement to this Commitment must be in writing and authenticated by a person e. authorized by the Company,
 - When the Policy is issued, all liability and obligation under this Commitment will end and the Company's f. only liability will be under the Policy.

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7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. **PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the proforma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. **ARBITRATION – INTENTIONALLY DELETED**

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