

ALTA Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued through the Office of
American Title & Abstract Company
119 North Rollins Street
Macon. MO 63552

Gawen E Lawrence, License #: 290136

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse

claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is

not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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



Schedule A

ALTA COMMITMENT

Transaction Identification Data for reference only:

Issuing Agent: American Title & Abstract Company Issuing Office's ALTA® Registry ID: 1162769

Loan ID Number: Revision Number: Issuing Office: 119 North Rollins Street, Macon, MO 63552

Issuing Office File Number: M 0522-11 Commitment Number: M 0522-11

Property Address: Tract 1, Macon, MO 63552; Tract 2, Macon, MO

63552; and Tract 3, MACON, MO 63552

Commitment Date: 05/13/2022 at 8:00 AM

Policy to be issued:

(a) ALTA Homeowner's Policy

Proposed Insured:

Proposed Policy Amount: \$

(b) ALTA Loan Policy

Proposed Insured:

Proposed Policy Amount: \$

The estate or interest in the land described or referred to in this Commitment is:

Property 1: fee simple, and title to the estate or interest in the land is at the Effective Date vested in Macon Bacon, Inc., a Missouri Corporation by deed from Jerold W. Carr, a/k/a Gerald W. Carr, personal representative of the estate of Edith P. Carr, deceased dated 08/07/1992 and recorded on 08/07/1992 in Book 609. Page 115.

Property 2: fee simple, and title to the estate or interest in the land is at the Effective Date vested in Macon Bacon, Inc., a Missouri Corporation Property 3: fee simple, and title to the estate or interest in the land is at the Effective Date vested in Macon Bacon, Inc., a Missouri Corporation

The land referred to in this Commitment is described as follows:

See legal description in Exhibit "A" attached hereto and made a part hereof.



Schedule B-I

ALTA COMMITMENT

Requirements

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. Seller(s) is/are required to sign a closing affidavit.
- 5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 6. Furnish for examination from Macon Bacon, Inc., a Limited Liability Company:
 - a) articles of organization
 - b) written operating agreement
 - c) current membership roster
 - d) certificate of good standing



Schedule B-II

ALTA COMMITMENT

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

 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

Standard Exceptions

- 2. (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements, or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
 - (d) Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.
 - (e) General taxes for the year 2022 and thereafter.

Special Exceptions

3. Tract 1:

- a) Rights of the Public and others entitled hereto in and to that portion of the subject property embraced within the right of way of Moccasin Place and Nature Avenue. Right of others to use that portion of the Land which lies within the right of way of public roads.
- b) Property is located within the boundaries of the Public Water Supply District, as shown in Book 399, Page 181-191 inclusive and Book 460 Page 918, RE: Public Water Supply District No. 1 in Macon County, Missouri, for which no assessment has yet been levied.
- b) Water Line Easement, filed for record March 18, 1980, in Book 462 Page 366, to Public Water Supply District No. 1 of Macon

4. Tract 2:

- a) Rights of the Public and others entitled hereto in and to that portion of the subject property embraced within the right of way of Moccasin Place and Nature Avenue. Right of others to use that portion of the Land which lies within the right of way of public roads.
- b) Property is located within the boundaries of the Public Water Supply District, as shown in Book 399, Page 181-191 inclusive and Book 460 Page 918, RE: Public Water Supply District No. 1 in Macon County, Missouri, for which no assessment has yet been levied.
- Water Line Easement, filed for record March 18, 1980, in Book 462
 Page 366, to Public Water Supply District No. 1 of Macon
- d) Warranty Easement Deed in Perpetuity to the United States of America Number 6664241000YBD, designating 35.2 acres as Wetlands Reserve Program and an additional easement for egress and ingress, recorded on August 4, 2011 in Book 961, Page 167 and Book 961, Page 168 in the official records of the Macon County registry of deeds.

Tract 3:

- a) Terms and provisions of a lease dated August 28, 2009 executed by Macon Bacon Inc. as lessor and Missouri RSA No. 5 Partnership as lessee, recorded in Book 942, Page 150, and subject to an assignment from Macon Macon Inc. and Missouri RSA No. 5 Partnership to Gateway Tower Holdings Inc. dated April 8, 2021 and filed in Book 1078, Page 135 in the Macon County Records.
- b) Right of the United States Government and those who claim thereunder in and to the E/2 SE 5-56-13 due to lack of recorded Patent thereon.
- c) Water Line Easement, filed for record March 18, 1980, in Book 462 Page 366, to Public Water Supply District No. 1 of Macon
- d) Changes in the land due to accretion, avulsion, reliction or meandering of the Middle Fork Salt River. Rights of the United States, State of Missouri and the public in and to the navigable servitudes of the Middle Fork Salt River. Land lying below the normal high water mark of the Middle Fork Salt River. Title to accreted land is not insured.
- e) Title to that portion lying within the bed of Middle Fork Salt River is not insured.
- f) Riparian rights are neither guaranteed nor insured. Rights of the upper and lower riparian owners to the free and unobstructed flow of water. Any Riparian Rights, and any claims or rights of third parties under State or Federal Law, in, or for access to the bank bed, or waters of the Body of water abutting the real estate described herein, and Riparian Rights incident to the said property described herein. Any loss or gain in area or content, or change of boundaries because of application of the rules of

avulsion, reliction, and natural accretion, or by reason of movement of the thread of the stream as it is located at the date hereof. The effect of any State or Federal Law or local ordinance pursuant to which a particular parcel of tract of land described herein is or could be designated as a wetland.

- g) Warranty Easement Deed in Perpetuity to the United States of America Number 6664241000YBD, designating 35.2 acres as Wetlands Reserve Program and an additional easement for egress and ingress, recorded on August 4, 2011 in Book 961, Page 167 and Book 191, Page 168 in the official records of the Macon County registry of deeds.
- Rights of the Public and others entitled hereto in and to that portion of the subject property embraced within the right of way of Moccasin Place. Right of others to use that portion of the Land which lies within the right of way of public roads.

6. INFORMATION:

** 2021 Real Estate Tax ID# 000021-0204-00000-000500 were paid in the amount of \$476.39 ******

** 2021 Real Estate Tax ID# 000021-0305-00000-000600 were paid in the amount of \$57.90 ******



Exhibit A

ALTA COMMITMENT

Property Description

Property 1: TRACT I:

A tract of land being all of the Northeast Quarter of the Southwest Quarter of Section 4, Township 56 North, Range 13 West of the fifth principal meridian, Macon County, Missouri being more particularly described as follows:

Beginning at an iron rod marking the Northeast corner of the Southwest Quarter of said Section 4, thence South 01 degrees 03 minutes 35 seconds West, a distance of 1317.27 feet to an iron rod marking the Southeast corner of the Northeast Quarter of said Southwest Quarter; thence North 89 degrees 38 minutes 35 seconds West, a distance of 1307.60 feet to an iron rod marking the Southwest corner of the Northeast Quarter of said Southwest Quarter; thence North 01 degrees 21 minutes 28 seconds East, a distance of 1421.63 feet to an iron rod marking the Northwest corner of the Northeast Quarter of said Southwest Quarter; thence South 89 degrees 38 minutes 22 seconds East, a distance of 1300.75 feet to the POINT OF BEGINNING containing 39.4 acres. Subject to that part currently being used for public roadway.

Property 2: TRACT 2:

A tract of land being part of the Southeast Quarter of the Southwest Quarter of Section 4, Township 56 North, Range 13 West of the fifth principal meridian, Macon County, Missouri being more particularly described as follows:

Beginning at an iron rod marking the Southeast corner of the Southwest Quarter of said Section 4, thence along the South line of said Section 4, North 89 degrees 38 minutes 48 seconds West, a distance of 611.18 feet to an iron rod; thence North 01 degrees 03 minutes 38 seconds East, a distance of 222.85 feet to an iron rod; thence North 35 degrees 33 minutes 47 seconds West, a distance of 218.32 feet to an iron rod; thence North 01 degrees 03 minutes 35 seconds East, a distance of 411.00 feet to an iron rod; thence North 82 degrees 00 minutes 53 seconds West, a distance of 359.31 feet to an iron rod; thence North 29 degrees 44 minutes 40 seconds West, a distance of 410.06 feet to an iron rod on the West line of the Southeast Quarter of said Southwest Quarter; thence North 01 degrees 21 minutes 28 seconds East, a distance of 104.17 feet to an iron rod marking the Northwest corner of the Southeast Quarter; thence South 89 degrees 38 minutes 35 seconds East, a distance of 1307.60 feet to an iron rod marking the Northeast corner of the Southeast Quarter of said Southwest Quarter; thence South 01 degrees 03 minutes 35 seconds West, a distance of 1317.27 feet to the POINT OF BEGINNING containing 26.8 acres. Subject to that part currently being used for public roadway.

Property 3: TRACT 3:

A tract of land being part of the East half of the Southeast Quarter of Section 5, and part of the Southwest Quarter of Section 4, Township 56 North, Range 13 West of the fifth principal meridian, Macon County, Missouri being more particularly described as follows:

Beginning at an iron rod marking the Northwest corner of the East half of the Southeast Quarter of said Section 5, thence South 89 degrees 29 minutes 50 seconds East, a distance of 1312.67 feet to an iron rod marking the Northwest corner of the Southwest Quarter of said Section 4; thence South 89 degrees 38 minutes 22 seconds East, a distance of 1300.75 feet to an iron rod marking the Northeast corner of the West half of said Southwest Quarter; thence along the East line of the West half of said Southwest Quarter, South 01 degrees 21 minutes 28 seconds West, a distance of 1421.63 feet to an iron rod; thence South 29 degrees 44 minutes 40 seconds East, a distance of 410.06 feet to an iron rod; thence South 82 degrees 00 minutes 53 seconds East, a distance of 359.31 feet to an iron rod; thence South 01 degrees 03 minutes 35 seconds West, a distance of 411.00 feet to an iron rod; thence South 35 degrees 33 minutes 47 seconds East, a distance of 218.32 feet to an iron rod; thence South 01 degrees 03 minutes 38 seconds West, a distance of 222.85 feet to an iron rod on the South line of said Section 4; thence North 89 degrees 38 minutes 48 seconds West, a distance of 703.28 feet to an iron rod marking the Southwest corner of the Southwest Quarter of said Section 4; thence North 89 degrees 22 minutes 48 seconds West, a distance of 1314.45 feet to an iron rod marking the Southwest corner of said Section 4; thence North 89 degrees 22 minutes 50 seconds West, a distance of 1298.84 feet to the Southwest corner of the East half of the Southeast Quarter of said Section 5; thence North 01 degrees 21 minutes 21 seconds East, a distance 0f 2632.47 feet to the POINT OF BEGINNING containing 170.8 acres. Subject to that part currently being used for public roadway.



FACTS

WHAT DOES OLD REPUBLIC TITLE 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 wedo.
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 employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions 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 Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to $\underline{www.oldrepublictitle.com} \; (\textit{Contact Us})$

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do			
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy		
How does Old Republic Title collect my personal information?	 We collect your personal information, for example, when you: Give us your contact information or show your driver's license Show your government-issued ID or provide your mortgage information Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. 		
Why can't I limit all sharing?	 Federal law gives you the right to limit only: Sharing for affiliates' everyday business purposes - information about your creditworthiness Affiliates from using your information to market toyou Sharing for non-affiliates to market toyou State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law. 		

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
	 Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.
	Old Republic Title doesn't jointly market.

Affiliates Who May be Delivering This Notice						
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC		
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.		
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company		
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.		
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.		
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon		
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title Ltd.		
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina		
Trident Land Transfer Company, LLC				Curoma		