 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

**COMMITMENT FOR TITLE INSURANCE**

Issued By

**FIRST AMERICAN 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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

**COMMITMENT TO ISSUE POLICY**

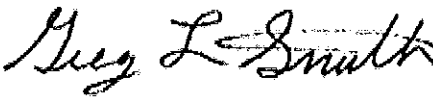
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment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

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

**First American Title Insurance Company**



**Kenneth D. DeGiorgio, President**



**Greg L. Smith, Secretary**

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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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.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

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

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

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

Arbitration provision intentionally removed.

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*First American Title™*

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Schedule A

### Transaction Identification Data for reference only:

Issuing Agent: Accurate Land Title Company

Issuing Office's ALTA® Registry ID:

Commitment No.: 2023-0647

Property Address: Homestead Road, New London, MO 63459

Revision No.:

Issuing Office: Accurate Land Title Company

Loan ID No.:

Issuing Office File No.: 2023-0647

### SCHEDULE A

1. Commitment Date: **July 18, 2023**
2. Policy to be issued:
  - (a) ☒ ALTA® Owner's Policy  
Proposed Insured: **BUYER AT AUCTION**  
Proposed Policy Amount: \$
  - (b) ☐ ALTA® Loan Policy  
Proposed Insured:  
Proposed Policy Amount: \$
  - (c) ☐ ALTA® Policy  
Proposed Insured:  
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**. (*Identify estate covered, i.e., fee, leasehold, etc.*)
4. The Title is, at the Commitment Date, vested in: **Golden Eagle Distributing Co., a Missouri Corporation**
5. The Land is described as follows:

All of a part of Spanish Grant Survey No. 1752, being bounded as follows: Lot Numbered Two (2), in Survey and Subdivision of the lands owned by James M. Smith as designated by the plat of survey recorded in Book 79, at Page 428 of the Deed Records of Ralls County, Missouri, beginning North 8 degrees West, 4.00 chains from the place of beginning in Lot Numbered One (1), thence south 8 degrees, East 15.10 chains, thence south 82-1/2 degrees West 60.71 chains intersecting center Section line of Section Eight (8), Township Fifty-Five (55) North, Range Five (5) West, thence North 1-1/2 degrees West 22.00 chains along said Section line, thence North 84-1/2 degrees East 37.70 chains, thence South 8 degrees East 4.34 chains, thence North 82 degrees East 19.56 chains to the place of beginning, and all situated in Ralls County, Missouri and being the same real estate conveyed to John D. Smith by James M. Smith by deed dated February 19, 1910 and recorded in Book 86 at Page 183 of the Deed Records of Ralls County, Missouri.

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Also, all of Lot Numbered Three (3) in the Survey and Subdivision of the lands owned by James M. Smith as designated on the Plat of the Survey and Subdivision now of record in the Recorder's Office of Ralls County, Missouri, in Book 79 at Page 428 bounded as follows: Beginning North 8 degrees West 4.00 chains from the South boundary line of the S.G. Survey No. 3243 at the Southwest corner of Lot 17 and the Southeast corner of Lot 18 of said Survey No. 3243; thence South 82 degrees West 19.56 chains; thence North 8 degrees West 27.795 chains; thence Northeastwardly parallel with the South boundary of the tract of land herein described 19.56 chains, thence Southeastwardly 27.795 chains to the place of beginning, all of said tract located in Sections Eight (8) and Nine (9), Township Fifty-Five (55) North, Range Five (5) West, Ralls County, Missouri.

**FIRST AMERICAN TITLE INSURANCE COMPANY**  
**By: Accurate Land Title Company**

By: *Lane Citrus*  
Authorized Signatory

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## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Schedule BI & BII

Commitment No.: 2023-0647

### SCHEDULE B, PART I

#### 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. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Reference(s) to acreage in the description of the Land is/are for informational or descriptive purposes only and acreage is not insured by this policy.
6. General Warranty Deed from Golden Eagle Distributing Co., a Missouri Corporation, to "To Be Determined", must be executed, acknowledged, delivered and recorded.
7. Resolution of the Board of Directors of Golden Eagle Distributing Co. authorizing the sale of the property described in Schedule A of this Commitment.
8. The Owner's Affidavit must be fully executed and returned to Accurate Land Title Company.

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<b>Schedule BI &amp; BII (Cont.)</b>	

Commitment No.: 2023-0647

## SCHEDULE B, PART II

### 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:

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.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. The lien of the General Taxes for the year 2023, and thereafter.

**NOTE:** For informational purposes only we submit the following tax figures and property address, if known. We assume no liability for the correctness of same. Based upon information provided us by the public authorities: The **2022** County Taxes are paid in the amounts of \$2,892.92 and \$87.64. The parcel numbers are 08-3.2-08-000-00-07.00000 and 08-2.2-09-000-00-04.00000. The account numbers are 35-09-12662.000 and 35-09-12560.000.

8. Waterline Easement granted to Cannon Water Supply District No. 1 of Ralls, Monroe and Marion Counties, Missouri, dated April 14, 2008, and filed of record May 23, 2008, as Document #2008-43788 of the Deed Records of Ralls County, Missouri.

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