



Fidelity National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

issued by
FIDELITY 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 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, Fidelity 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 45 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

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ALTA Commitment for Title Insurance (7-1-21)

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F25-0090



Fidelity National Title Insurance Company

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

Issuing Agent: Main Street Title
Issuing Office: 1902 Broadway St, Cape Girardeau, MO 63701
Issuing Office's ALTA® Registry ID:
Commitment No.: F25-0090-1
Issuing Office File No.: F25-0090
Property Address: Pigeon Roost Rd, Olive Branch, IL 62969

SCHEDULE A

1. Commitment Date: February 26, 2025
2. Policy to be issued:
 - a. ALTA Owner's Policy (2021)
 Proposed Insured: TBD
 Proposed Amount of Insurance: \$0.00
 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:

Cable Enterprises, Inc., a Missouri corporation and, as disclosed in the Public Records, has been since February 3, 2021.
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Meredith Luttrull

Meredith Luttrull
Main Street Title

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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.
 - a. Warranty Deed from Cauble Enterprises, Inc to TBD.
 - b. Mortgage from TBD to TBD, securing the principal amount of \$0.00.
5. Notice: Please be aware that 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.
6. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
9. Owners Affidavit to be signed by Owner/Seller at time of closing and returned to Main Street Title.

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SCHEDULE B - PART I

(Continued)

10. A copy of the Articles of Organization, the Operating Agreement, and a current Certificate of Good Standing for Cauble Enterprises, Inc. from the Secretary of State's Office to be provided to Main Street Title, LLC for review on or before closing.
11. Release of a Mortgage, dated 01/07/2021, executed by Cauble Enterprises, Inc., in favor of Alliance Bank, securing a Promissory Note in the original amount of \$347m,000.00, recorded on 02/03/2021, as Document No. 20210105, in Book M397 at Page 983, in the land records of Alexander County, Illinois.

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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:

General Exceptions

1. Rights or claims of parties in possession not shown by Public Records.
2. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. 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.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
7. 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.
8. Taxes or special assessments which are not shown as existing liens by the public records.
 - A. For informational purposes only:
 - Taxes on parcel are paid for the year 2023.
 - Parcel No. 06-29-300-001 in the amount of \$1,356.52
 - Parcel No. 06-32-100-002 in the amount of \$97.48
9. County taxes for year 2024 and the years thereafter.

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SCHEDULE B - PART II

(Continued)

10. The acreage stated in the legal description is for descriptive purposes only: Nothing in this commitment or in the Policy, when issued, should be construed as insuring against loss or damage due to the inaccuracy of the acreage or any discrepancy in the quantity of land so described.
11. Rights of the public, State of Missouri, and the municipality in and to that part of the premises in question, taken, used or dedicated for roads or highways.
12. Right of Way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
13. Title to all coal, oil, gas and other minerals within and underlying the premises, together with all mining and drilling rights and other rights, privileges and immunities relating thereto, and subject to all other rights and easements in favor of the owner of the mineral estate or any party claiming by, through or under said estate.
14. Easement to Southern Illinois Electric Cooperative, dated 05/11/2015 and recorded 06/29/2015, in Book X389 at Page 345 of the land records of Alexander County, IL.
15. Easement to Southern Illinois Electric Cooperative, dated 02/27/2012 and recorded 04/08/13, in Book 388 at Page 505 of the land records of Alexander County, IL.
16. Easement by and between Larry Rand Brazel and Mary Michelle T Brazel to Wm E McClarney and Amy L McClarney, dated 09/11/2008 and recorded 09/12/2008, in Book 367 at Page 512 of the land records of Alexander County, IL.
17. Mortgage, dated 01/07/2021, executed by Cauble Enterprises, Inc., in favor of Alliance Bank, securing a Promissory Note in the original amount of \$347m,000.00, recorded on 02/03/2021, as Document No. 20210105, in Book M397 at Page 983, in the land records of Alexander County, Illinois.

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EXHIBIT A

The Land is described as follows:

Tract 1:

A parcel of land being part of the West half (W 1/2) of the Southwest Quarter (SW 1/4) of Section 29, Township 15 South, Range 2 West of the Third Principal Meridian, said parcel being part of a parcel found in Book 193, at Page 376 of the Land Records of Alexander County, Illinois, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod at the Southeast corner of the W 1/2 of the SW 1/4 of said Section 29; thence N.88°11'30" West, along the South Line thereof, a distance of 1149.27 feet to a 1/2" rod on the East Right-Of-Way line of Pigeon Roost Road; thence along said Right-Of-Way, Northwesterly with a curve to the Right having a radius of 784.00 feet, a length of 390.11 feet (chord bears N 15°02'30" W, 386.10 feet) to a 1/2" iron rod; thence S 89°12'47" W, a distance of 20.00 feet to a 1/2" iron rod; thence N 00°47'13" W, a distance of 766.14 feet to a 1/2" iron rod; thence N 00°30'14" E, a distance of 1514.37 feet to a 1/2" iron rod; thence departing from said Right-Of-Way, S 88°47'39" E, a distance of 1315.28 feet to a 1/2" iron rod on the East line of said W 1/2; thence S 01°03'08" W, along said East line, a distance of 2662.01 feet to the Point of Beginning in Alexander County, Illinois.

As per Survey by Richards Land Surveying dated May 4, 2005.

ALONG with a 30 foot easement for ingress and egress and utility purposes located across part of the North half (N 1/2) of the Northwest Quarter (NW 1/4) of Section 32, and the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 29, all in Township 15 South, Range 2 West of the Third Principal Meridian being 15 feet on each side of the following described centerline:

Commence at a 1/2" iron rod at the Northeast corner of the NW 1/4 of the NW 1/4 of said Section 32; thence N 01°03'08" E, along the Quarter-Quarter line a distance of 30.00 feet to a Point; thence S 88°11'30" E, parallel and 30.00 feet distant from the Section line between said Section 29 and 32, a distance of 15.00 feet to the POINT OF BEGINNING; thence S 01°03'08" W, a distance of 30.00 feet to a point; thence S 00°26'18" E, a distance of 1185.83 feet to a Point; thence S 10°24'57" W, a distance of 114.56 feet to a point on the Northeasterly Right-Of-Way Line of Pigeon Roost Road and the Terminus of said Easement.

Tract 2:

A parcel of land located in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 15 South, Range 2 West of the Third Principal Meridian, said parcel being a part of a parcel described in Book 193 at Page 376 of the land records of Alexander County, Illinois and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod at the Northeast corner of the NW 1/4 of the NW 1/4 of said Section 32; thence S 00°26'18" E, along the East line thereof a distance of 1319.80 feet to a 1/2" iron rod on the Northeasterly Right-Of-Way line of Pigeon Roost Road; thence Northwesterly along Right-Of-Way with a curve to the left, having a radius of 751.78 feet, a length of 474.21 feet (chord bears N 35°09'31" W, 466.39 feet) to a 1/2" iron rod; thence N 53°13'45" W, a distance of 365.23 feet to a 1/2" iron rod and a curve to the right, having a radius of 1397.69 feet; thence along said curve a length of 477.62 feet (chord bears N 43°26'23" W, 475.30 feet) to a 1/2" iron rod; thence N 33°39'00" W, a distance of 346.49 feet to a 1/2" iron rod; thence departing from said Right-Of-Way, S 88°11'30" E, a distance of 323.90 feet to a 1/2" iron rod; thence N 00°19'59" W, a distance of 120.08 feet to a 1/2" iron rod on the Section line; thence S 88°11'30" E, a distance of 747.17 feet to the Point of Beginning.

As per survey by Richards Land Surveying dated May 4, 2005.

ALONG with and subject to a 30 foot easement for ingress and egress located across part of the North Half of the Northwest Quarter of Section 32, and the Southeast Quarter of the Southwest Quarter of Section 29, all in Township 15 South, Range 2 West of the Third Principal Meridian being 15 feet on each side of the following described centerline:

Commence at a 1/2" iron rod at the Northeast corner of the NW 1/4 of the Quarter line a distance of 30.00 feet to a point; thence S 88°11'30" E, parallel and 30.00 feet distance from the Section line between said Section 29 and

EXHIBIT A

(Continued)

32, a distance of 15.00 feet to the Point of Beginning; thence S01°03'08" W, a distance of 30.00 feet to a point; thence S 00°26'18" E, a distance of 1185.83 feet to a point; thence S 10°24'57" W, a distance of 114.56 feet to a point on the Northeasterly Right-of-Way line of Pigeon Roost Road and the Terminus of said Easement. ALL situated in Alexander County, Illinois.

LESS AND EXCEPT that part conveyed to the Olive Branch Cemetery Association by Quit Claim Deed recorded 01/17/1984 in Book 245 at Page 136.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under 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.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by 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.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the 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.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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; and
- 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 is not liable for any other amendment to this Commitment.

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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 is not 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 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.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is 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.
- 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 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 pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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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

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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