



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.: 2025-544
Issuing Office File No.: 2025-544
Property Address: County Road 149, Kahoka, MO 63445
Revision No.:

SCHEDULE A

1. Commitment Date: August 6, 2025 at 08:00 AM
2. Policy to be issued:
 - a. 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: Caleb Yates and Jamie L. Yates.
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

OAK HILLS TITLE COMPANY

By:

Mary Kay Allen, Agent

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81C170B25 Sch. A

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

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(2025-544.PFD/2025-544/3)



SCHEDULE B, PART I - Requirements

Commitment No.: 2025-544

File No. 2025-544

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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(2025-544.PFD/2025-544/3)

SCHEDULE B
(Continued)

Commitment No.: 2025-544

File No. 2025-544

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.
3. 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 County Road 149.
10. Rights of the public and private rights of others entitled thereto in and to that portion of the public road known as County Road 178.
11. Utility Easement given to the City of Kahoka, filed for record on June 18, 1985, in Drawer 14M at card 659, in the office of Recorder of Deeds for Clark County, Missouri.
12. Right-of-Way Contract given to Stanolind Pipe Line Co., filed for record on May 11, 1936, in Book 100, at page 138, in the office of Recorder of Deeds for Clark County, Missouri.
13. Deed of Trust given by Caleb Yates and Jamie Yates, husband and wife, to Dennis W. Smith, Trustee for Bank of Monticello, dated January 13, 2022, and filed for record on January 14, 2022, in Book 2022, at page 83, in the office of Recorder of Deeds for Clark County, Missouri.
14. Deed of Trust given by Caleb Yates and Jamie Yates, husband and wife, to Dennis W. Smith, Trustee for Bank of Monticello, dated July 29, 2022, and filed for record on August 1, 2022, in Book 2022, at page 1028, in the office of Recorder of Deeds for Clark County, Missouri.

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(2025-544.PFD/2025-544/3)

SCHEDULE B
(Continued)

Commitment No.: 2025-544

File No. 2025-544

15. Deed of Trust given by Caleb Yates and Jamie Yates, husband and wife, to Dennis W. Smith, Trustee for Bank of Monticello, dated July 17, 2023, and filed for record on July 18, 2023, in Book 2023, at page 707, in the office of Recorder of Deeds for Clark County, Missouri.

FOR INFORMATIONAL PURPOSES ONLY:

Assessor's Parcel No. 1-11-06-13-00-00-002.00. County and state taxes for 2024 are unpaid, past due and delinquent. If paid within the month of August, the amount due is \$277.26. If paid within the months of September-December, the amount due is \$281.85. [Base Amount - \$210.45]

Assessor's Parcel No. 1-11-06-13-00-00-002.02. City, county and state taxes for 2024 in the amount of \$268.48 are paid in full.

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EXHIBIT A

Commitment No.: 2025-544

File No. 2025-544

The West Half of the Northeast Quarter of Section Thirteen (13), Township Sixty-five (65) North, Range Eight (8) West, except that part of said tract lying East of the center of public road running North and South through said Quarter Section, also except One (1) rod square of land off the Southwest corner of the above described tract; also, three and three-fourths acres of land, more or less, being all that part of Four (4) acres of land off the North end of the West Half of the Southeast Quarter of Section Thirteen (13), Township Sixty-five (65) North, Range Eight (8) West, which lies West of public road running North and South through said Quarter Section (except from said three and three-fourths acres of land a strip of land One (1) rod wide off of the West end thereof now used as a road), containing Fifty-three (53) acres, more or less.

Also, all of the East Half of the Northwest Quarter of Section Thirteen (13), Township Sixty-five (65) North, Range Eight (8) West.

Excepting therefrom: A tract of land located in the West Half of the Northeast Quarter lying West of the center of the public road running North and South through said Quarter Section and in the East Half of the Northwest Quarter of Section Thirteen (13), Township Sixty-five (65) North, Range Eight (8) West, described as follows: Beginning at the point where the Westerly right-of-way line of Missouri State Highway #81 intersects the North line of said Section Thirteen (13); thence West on said North section line a distance of Seven Hundred Thirty (730) feet to a point; thence Southerly perpendicular to said North section line a distance of Six Hundred Twenty-three (623) feet to a point; thence Easterly a distance of One Thousand Ninety-five (1095) feet to a point on the Westerly right-of-way line of Clark County Road #149; thence along said Westerly right-of-way line of said Road #149 a distance of One Hundred Sixty-one (161) feet to a point on the Westerly right-of-way line of Missouri State Highway #81; thence Northwesterly along said right-of-way line of Highway #81 a distance of Five Hundred Ninety-eight (598) feet to the point of beginning, containing Fourteen (14) acres, more or less, Clark County, Missouri.