

ALL COUNTY TITLE COMPANY
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**INFORMATIONAL
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

File No.: 6618Info

1. Effective Date: February 3, 2025 at 8:00am
2. Policy or Policies to be issues: Amount
 - a. TBD Informational
Proposed Insured: TBD
 - b. TBD Informational
Proposed Insured: TBD
3. The estate or interest in the land described or referred to in the Commitment and covered herein is FEE SIMPLE and is at the effective date hereof vested in:

Kings Bend Farm, LLC, A Missouri Limited Liability Company
4. The land referred to in this Commitment is situated in the County of Lincoln, State of Missouri, and described as follows:

A tract of land being part of Lot 5 of Thos. R. Reid Subdivision, according to Plat Recorded in plat Book 2 page 59, Office of the Recorder of Deeds of Lincoln County, Missouri, and Part of Lot 9 of Christian H. Meyer Estate, according to Plat recorded in Plat Book 2 page 40, Office of the Recorder of Deeds of Lincoln County, Missouri, All in U.S. Survey 1724, Township 50 North, Range 2 East, Lincoln County, Missouri, and being more particularly described as follows: Beginning at a found 1/2 inch iron rod set for the Southwest corner of a tract of land now or formerly owned by Meyer Family Revocable Inter Vivos Trust and described in Deed recoded in Book 2056 page 834, Office of the Recorder of Deeds of Lincoln County, Missouri and being on the Southerly line of the above said lot 9; thence South 68 degrees 22' 58" West along the Southerly line of said Lot 9 a distance of 1224.47 feet to a found 1/2 inch iron rod set on the Easterly line of the Lost Creek Diversion Canal, said Canal being 230 feet wide; thence along the Easterly line of said Lost Creek Diversion Canal the following courses and distances: North 40 degrees 37' 55" West 155.35 feet to a set 1/2 inch iron rod; thence North 21 degrees 13' 07" West 1676.69 feet to the Southerly line of State Highway "M", variable wide, said point being 45.00 feet South of the centerline of said Highway "M"; thence along the Southerly line of said Highway "M" the following courses and distances North 69 degrees 37' 19" East 454.60 feet; thence North 67 degrees 31' 19" East 800.52 feet to the Westerly line of aforementioned Meyer Trust Tract; thence South 21 degrees 53' 02" East along the Westerly line of said Meyer Trust tract a distance of 1825.72 feet to the point of beginning and containing 52.77 acres, more or less. All as shown on plat of Survey by Mark A. Ditch, MO P.L.S. 2225, Buescher, Ditch & Assoc., Inc., Washington MO 63090 dated February 2, 2023.

Property Address: 50 Apex Lane, Elsberry, MO 63343

COUNTERSIGNED:

AUTHORIZED OFFICER OR AGENT

Valid only if Schedule B is attached.

SCHEDULE B - SECTION 1

File No.: 6618Info

The following are the requirements to be complied with:

1. Instrument creating the estate or interest to be insured must be executed and filed for record, to-wit:

Warranty Deed or Deeds by Kings Bend Farm, L.L.C. to proposed buyer.

NOTE: THIS INFORMATIONAL COMMITMENT IS NOT AN ABSTRACT OR OPINION OF TITLE, NOR IS IT A COMMITMENT TO INSURE TITLE. THIS COMMITMENT IS FURNISHED FOR REFERENCE PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR TITLE PURPOSES WHEN ACQUIRING OR CONVEYING AN INTEREST IN THE LAND. IT MAY NOT BE RELIED UPON AS A COMMITMENT TO INSURE TITLE TO THE LAND IDENTIFIED HEREIN. If TITLE INSURANCE COVERAGE IS DESIRED, APPLICATION SHOULD BE MADE FOR A TITLE INSURANCE COMMITMENT IN A SPECIFIED AMOUNT AND IDENTIFYING THE PROPOSED INSURED.

Limitation of Liability

IMPORTANT - READ CAREFULLY: This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion of title, title insurance commitment or preliminary report, or any form of title insurance guaranty. This report is issued exclusively for the benefit of the applicant therefore and may not be used or relied upon by any person. This report may not be reproduced in any manner without All County Title Company's prior written consent. All County Title Company does not represent or warranty that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that All County Title Company's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that All County Title Company would not have issued this report but for the Limitation of Liability described above. All County Title Company makes no representation or warranty as to the legality or propriety of recipient's use of the information herein

2. Pay the full consideration to, or for the account of, the grantors, or mortgagors.
3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

LOCATOR NO.: 101011000000031000
2024 TOTAL TAX: delinquent

ASSESSED VALUATION: \$2,309.00

4. Closing information note: If the closing for the subject property is to be conducted by this company, we require all monies due from purchaser, borrower or seller to be in the form of a casher's check, certified check or wire transfer. If the sale proceeds or any payoffs pursuant to the closing require good funds then monies received by us for such must be by bank or wire transfer. The above applies to all closing unless other specific arrangements are made in advance to the closing. Due to the differences in banking practices and being out of the control of this company of the funds being wired we can not accept financial responsibility for delays in the clearing or posting of funds. All funds received after 2 o'clock P.M., will be posted on the next business day.
5. In the event any party to the transaction contemplates the use of a Power of Attorney, this company requires submission of the Power of Attorney, in recordable format, no less than three (3) days prior to closing for review and approval.

SCHEDULE B - SECTION 1

(Continued)

6. For all transactions closed by this company will require a valid driver's license with photo. If a non-drivers state identification card is provided, this company may require a second form of identification.
7. Notice regarding Closing Protection Letter Coverage: Closing Protection Letters are issued to the Lender and/or Buyer, and Seller on all properties closed by Company. A Closing Protection Letter protects a Party against losses as a result of the following acts of the title insurer's named issuing agency or agent: Acts of theft of settlement funds or fraud with regard to settlement funds; and failure to comply with written closing instructions by the proposed insured when agreed to by the title agency or the agent, relating to title insurance coverage.
8. This company must be informed prior to the closing of any recent alterations, significant repairs, new construction or renovation to the subject property, at which time additional requirements may be added to the title commitment. Failure to notify this company of such conditions prior to closing will invalidated any mechanic's lien coverage provided in any policy to be issued hereunder.

SCHEDULE B - SECTION 2

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EXCEPTIONS

Schedule B of the policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

STANDARD EXCEPTIONS

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any matters that would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. 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; and
5. Taxes or special assessments that are not shown as existing liens by the public records.

SPECIAL EXCEPTIONS

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquired for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. General taxes due and payable in the year shown below and subsequent years, and special assessments that become a lien after the date hereof. Year: 2025 and thereafter.
3. Please read the Exceptions and the terms shown or referred to herein carefully. The exceptions are meant to inform you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.
4. Taxes or special assessments which are not shown as existing liens by the public records.
5. TERMS AND PROVISIONS OF RSMo 137.082 WHICH ALLOWS FOR REASSESSMENT OF NEW CONSTRUCTION AFTER DATE OF OCCUPANCY.
6. NOTE: REFERENCE TO ACREAGE IN THE DESCRIPTION OF THE LAND IS FOR INFORMATIONAL OR DESCRIPTIVE PURPOSES ONLY AND ACREAGE IS NOT INSURED BY THIS COMMITMENT OR POLICY.
7. THE TAXES FOR 2024 real estate and drainage district are delinquent in the amount of \$794.28, if paid by February 28, 2025.
8. THE TAXES FOR 2025 AND THEREAFTER, NONE NOW DUE AND PAYABLE.

SCHEDULE B - SECTION 2

(Continued)

9. Deed of Trust dated March 2, 2023 and recorded March 3, 2023 in Book 2488 Page 370, Lincoln County Deed Records, executed by Kings Bend Farm, LLC and given to James T. McGauley, trustee for Carrollton Bank, to secure a promissory note in the amount of \$1,800,000.00 and such other sums as provided therein. This deed is secured by 370 acres, more or less.
10. Subject to Easements, conditions and other matters as disclosed by private Survey recorded in Survey Record Book 3 page 842 of the Lincoln County Records.
11. Right of Way to Missouri Highway Department for Highway M property.
12. Lost Creek Diversion Canal as recorded in Plat book 2 page 59 of the Lincoln County Records.
13. Subject to Elsberry Drainage District.

NOTE: AN OWNER'S POLICY ISSUED IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTION:

- 1. Rights or claims of parties other than Insured in actual possession of any or all the property.**
- 2. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.**
- 3. Unfiled mechanic's or materialmen's liens.**