



# Commonwealth Land Title Insurance Company

## SCHEDULE A

1. Commitment Date: August 15, 2022 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Own. Policy (06/17/06)
    - Buyer(s): Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below.
    - Proposed Policy Amount
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:  
KLC Farm, LLC, a Missouri Limited Liability Company, subject to the marital interest of the spouses of Keith Milton Fleer, Lucille D. Kuhn and Cynthia A. Burwinkel, if any.
5. The Land is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

### COMMONWEALTH LAND TITLE INSURANCE COMPANY

Oak Hills Title Company

By: \_\_\_\_\_

Mary Kay Allen, Manager

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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.
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.
  - A. Quit Claim Deed given by the spouses of the grantors listed in General Warranty Deed dated December 17, 2019, and filed for record on December 23, 2019, in Book 2019, at page 1676, in the office of Recorder of Deeds for Lewis County, Missouri.
  - B. General Warranty Deed by a Limited Liability Company, given by the authorized member or members of KLC Farm, LLC, a Missouri Limited Liability Company, conveying the property described herein.
7. Furnish for examination a copy of the Articles of Organization, an authentic copy of the Operating Agreement, and of any amendments thereto, together with evidence of good standing with the Secretary of State for KLC Farm, LLC, a Missouri Limited Liability Company.

Any instrument to be executed by the limited liability company must:

- a. be executed in the limited liability company's name;
- b. and be signed by all the members if management has been retained by the members, or by such managers or other persons as provided in the operating agreement, if said document creates a lower approval threshold.

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**SCHEDULE B**  
(Continued)

**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 of claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. 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.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid (for the year 2022 and thereafter).
8. 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.
9. Tenancy rights or written leases of persons in possession of the premises in question, not shown in the public records.
10. Included within matters excluded by Exclusions from Coverage, Paragraph 1(a) are the consequences of any action brought under the Perishable Agricultural Commodities Act of 1930, as amended 7 USCS 499 et seq., the Packers and Stockyard Act of 1921, as amended, 7 U.S.C. §181 et seq., or any similar federal or state laws."
11. Rights of the public and private rights of others entitled thereto in and to that portion of the public road known as County Road 320.
12. Rights of the public and private rights of others entitled thereto in and to that portion of the public road known as County Road 339.
13. Rights of the public and private rights of others entitled thereto in and to that portion of the public road known as State Highway 6.
14. Easement given to Great River Gas Company, dated January 18, 1967, and filed for record on January 20, 1967, in Book 257, at page 74, in the office of Recorder of Deeds for Lewis County, Missouri.

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**SCHEDULE B**  
(Continued)

15. Right-of-Way Easement given to Northeast Missouri Electric Power Cooperative, filed for record on June 14, 1973, in Book 270, at page 1173, in the office of Recorder of Deeds for Lewis County, Missouri.
16. Right-of-Way Easement given to Public Water Supply District No. 1 of Knox County, Missouri, filed for record on October 12, 1979, in Book 273, at page 4957, in the office of Recorder of Deeds for Lewis County, Missouri.

FOR INFORMATIONAL PURPOSES ONLY:

Assessor's Parcel No. 09-61-02137. County and state taxes for 2021 in the amount of \$265.61 are paid in full. [Parent Tract]

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## EXHIBIT A PROPERTY DESCRIPTION

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

A tract of land being part of the Southeast Quarter of Section 12, Township 61 North, Range 9 West of the 5th P.M., Lewis County, Missouri, to wit:

Beginning at a found nail at the Southeast corner of Section 12; thence along the South line of said section N88°-26'-16"W 551.64 ft. to a set iron rod at the intersection of said south line and the North right of way line of State Highway 6; thence leaving said line along said right of way line N67°-13'-50"W 821.95 ft. to a found iron rod on the West line of the Southeast Quarter of said Southeast Quarter; thence along said west line and the West line of the Northeast Quarter of said Southeast Quarter N01°-49'-47"E 1486.27 ft. to a found iron rod; thence leaving said line S88°-37'-39"E 197.95 ft. to a set iron rod; thence S85°-51'-13"E 1123.53 ft. to a set iron rod on the East line of said Section 12; thence along said east section line S01°-53'-35"W 1674.76 ft. to a found nail at the Southwest corner of Section 7, Township 61 North, Range 9 West, continue thence S01°-15'-14"W 58.85 ft. to the point of beginning, containing 50.78 acres. Subject to any and all easements, conditions, restrictions, etc. of record.

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