



FIDELITY NATIONAL TITLE INSURANCE COMPANY

TBD COMMITMENT FOR TITLE INSURANCE

RESEARCH ONLY

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 EXTRACONTRACTUAL 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 30 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

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- (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; 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 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.

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- (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.

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.

Countersigned:

Ron Morris, License #: 16003065
Izard County Abstract Company, Inc.
207 Lunen Street
Melbourne, AR 72556

Fidelity National Title Insurance Company



By:

ATTEST

President

Secretary

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RESEARCH ONLY

Transaction Identification Data for reference only:

Issuing Agent: Izard County Abstract Company, Inc.
Issuing Office: 207 Lunen Street, Melbourne, AR 72556
ALTA® Universal ID: 1087616
Loan ID Number:
Issuing Office File Number: 20-413
Commitment Number: 20-413
Revision Number:
Property Address: 24 Cutoff Road, Violet Hill, AR 72584

SCHEDULE A

NOTICE TO CONSUMERS

Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters that are not covered under the terms of the title insurance policy and should be carefully considered.

This report is a written representation as to the condition of title for purposes of providing title insurance and lists all liens, defects, and encumbrances filed of record within the last thirty (30) years that have not been released of record or that are not statutorily expired.

No title insurance agent or any other person other than a licensed Arkansas attorney may provide legal advice concerning the status of title to the property described in the title commitment.

1. Commitment Date: 06/26/2020 at 8:00 AM

2. Policy or Policies to be issued:

a) ALTA Owner's Policy

Policy Amount: **\$TBD**

PROPOSED INSURED: **TBD**

3. The estate or interest in the Land described or referred to in this Commitment and covered herein is: fee simple

4. Title to the fee simple estate or interest in said Land is at the effective date hereof vested in:

Diane Dixon Zook, 1/2 undivided interest

Gary Newton and Lisa Diane Newton Burns co-Trustees of the Janet Dixon Newton Irrevocable Trust dated January 20, 2016, 1/2 undivided interest

5. The Land referred to in this Commitment is described as follows:

The land is described as set forth in Exhibit A attached hereto and made a part hereof.

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Countersigned:

Authorized Signatory

Ron Morris, License #: 16003065

Izard County Abstract Company, Inc., 100112370

207 Lunen Street

Melbourne, AR 72556

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

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

Warranty Deed from Diane Dixon Zook and Randy Zook, 1/2 undivided interest, and Gary Newton and Lisa Diane Newton Burns co-Trustees of the Janet Dixon Newton Irrevocable Trust dated January 20, 2016, 1/2 undivided interest, to TBD, conveying subject property, must be executed and filed for record.

2. Provide our office with a copy of the Janet Dixon Newton Irrevocable Trust dated January 20, 2016, naming the trustees authorized to sign on behalf of the trust.
3. Pay all taxes, charges, and assessments, levied and assessed against subject premises, which are due and payable. (Parcel #s: 001-03748-000, 001-03789-000, 001-03762-000)
4. Pay all the title company's premiums, fees, and charges associated with the policy.
5. Proper execution and completion of the attached gap indemnification agreement signed by all involved parties. This affidavit must be returned to the title company prior to issuing the final title policy. This affidavit does not need to be filed for record.
6. Proper execution and completion of the attached affidavit of non-violation signed by the sellers. This affidavit must be returned to the title company prior to issuing the final title policy. This affidavit does not need to be filed for record.
7. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
8. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
9. Furnish evidence satisfactory to the company that the seller is in sole and exclusive possession of the premises and that there are no tenants holding under leases, recorded or unrecorded.
10. Furnish an affidavit executed by the owner/seller stating that no construction or repair on the subject property has been made within a period of 120 days.
11. Furnish an affidavit executed by the buyer/borrower stating that it is understood that all exceptions as shown in Schedule B, Part II of this commitment will be shown on the final title policy issued. The company reserves the right to add or remove exceptions to said Schedule B, Part II.
12. Obtain and furnish this office a property executed Notice of Availability of Closing Protection Letter executed by the buyers shown in Schedule A hereof. (if applicable)

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13. Obtain and furnish this office a properly executed Notice of Availability of Owner's Title Insurance executed by the buyers/borrowers shown in Schedule A hereof. (if applicable)
14. ***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.***

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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. 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.
4. Easements, or claims of easements, not shown by public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. The lien of all taxes and assessments for the year 2020, and subsequent years, not yet due and payable.
8. Loss arising from oil, gas, or other minerals, conveyed, retained, assigned, or any other activity caused by the sub-surface rights of ownership, including but not limited to the right of ingress or egress for said sub-surface purposed.
9. Loss arising from the security interest evidenced by financing statement filed for record, as of the effective date hereof, under the Arkansas Uniform Commercial Code and Judgment Liens and other liens of record in any United States District Court or Bankruptcy Court in the State of Arkansas, as of the effective date hereof.
10. Policy does not include any mobile homes or manufactured dwelling located upon subject property.
11. **Right of way of road and utility easements.**
12. **Any mention of acreage in the insured description is for identification purposes only, and the actual amount of acreage is not guaranteed.**

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EXHIBIT A Property Description

Issuing Office File No.: 20-413

All that part of the S 1/2 of the SW 1/4 lying East of the Larkin- Violet Hill Rd. and South of Cutoff Road, in Section 29, containing 55 acres more or less. Also the NE 1/4 of the NE 1/4 and all that part of the NW 1/4 of the NE 1/4 lying East of the Larkin Violet Hill Road in Section 31, containing 50 acres more or less. Also the N 1/2 of the NW 1/4 of Section 32 containing 80 acres more or less. All in Township Seventeen (17) North, Range Eight (8) West and containing in the aggregate 185 acres, more or less.

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