

COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

SCHEDULE A

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: **July 16, 2020, 8:00 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy

Proposed Insured: **To Be Determined**

Proposed Policy Amount: **\$10,000.00**

(b) 2006 ALTA® Loan Policy

Proposed Insured:

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 Effective Date vested in:
David Boothe

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

SEE ATTACHED EXHIBIT "A"

Countersigned by: Lenders Title Company 303 North Walnut Harrison, AR 72601
Arkansas Title Agency License No. 100111646



By: Shelly J. Rogers Title Agent License No.: 9895414

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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EXHIBIT "A"

A part of the Southwest Quarter of the Northwest Quarter, a part of the Northwest Quarter of the Southwest Quarter, part of the Northeast Quarter of the Southwest Quarter, part of the Southeast Quarter of the Southwest Quarter, and part of the Southwest Quarter of the Southwest Quarter all in Section Four (4), and the Northeast Quarter of the Northeast Quarter, part of the Northwest Quarter of the Northeast Quarter, part of the Southwest Quarter of the Northeast Quarter, the North Half of the Southeast Quarter of the Northeast Quarter, and a part of the South Half of the Southeast Quarter of the Northeast Quarter of Section Five (5), all in Township Twenty (20) North, Range Nineteen (19) West, Boone County, Arkansas, described as follows: From the Corner common to Sections Four (4) and Five (5), point of beginning of tract being described, go along the Section line South $00^{\circ} 43' 47''$ East 1258.84 feet to the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section Four (4), then go along the North line of the Southwest Quarter of the Northwest Quarter North $89^{\circ} 34' 53''$ East 1330.59 feet to the Northeast corner, then go along the East line South $00^{\circ} 39' 57''$ East 1296.49 feet to the Southeast corner, then continue South $00^{\circ} 39' 57''$ East 309.38 feet along the line between the Northwest Quarter of the Southwest Quarter and the Northeast Quarter of the Southwest Quarter of Section Four (4), then leaving line go North $89^{\circ} 22' 55''$ East 206.25 feet, North $00^{\circ} 39' 57''$ West 309.38 feet to the North line of the Northeast Quarter of the Southwest Quarter, then go along the North line North $89^{\circ} 22' 55''$ East 1122.87 feet to the Northeast corner, then go along the East line South $00^{\circ} 36' 05''$ East 1306.73 feet to the Southeast corner, then continue South $00^{\circ} 36' 05''$ East 488.52 feet, North $73^{\circ} 12' 59''$ West 1390.82 feet, North $30^{\circ} 29' 45''$ West 1590.72 feet to a point in the center line of an existing road, then go along the center line with the following; North $45^{\circ} 43' 03''$ West 240.62 feet, North $61^{\circ} 54' 44''$ West 136.55 feet, North $57^{\circ} 45' 30''$ West 105.99 feet, North $39^{\circ} 19' 09''$ West 89.00 feet, North $33^{\circ} 20' 16''$ West 90.09 feet, North $42^{\circ} 17' 19''$ West 83.53 feet, North $58^{\circ} 03' 56''$ West 75.44 feet, North $60^{\circ} 33' 12''$ West 227.76 feet, then leaving road go North $89^{\circ} 34' 42''$ West 1028.61 feet, North $00^{\circ} 56' 49''$ West 85.10 feet, North $89^{\circ} 34' 42''$ West 790.56 feet to a point in the center line of State Highway 281, then go along the center line with the following; North $00^{\circ} 13' 17''$ East 1067.67 feet to the point of curvature of a 1864.49 foot radius curve to the left, then go along the curve 252.51 feet through a central angle of $7^{\circ} 45' 35''$, then leaving center line go South $45^{\circ} 51' 39''$ East 1101.23 feet to the Southwest corner of the Northeast Quarter of the Northeast Quarter of Section Five (5), then go along the West line North $00^{\circ} 56' 49''$ West 1260.70 feet to the Northwest corner, then go along the North line South $89^{\circ} 48' 17''$ East 1296.19 feet to the point of beginning, containing 170.00 acres more or less.

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SCHEDULE B 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. Furnish executed Owner's Disclosure & Agreement.
6. Payment of the General Taxes for the year 2019.
7. Satisfaction and Release of a Mortgage (deed of trust) executed by James David Boothe and Heather Boothe, husband and wife in favor of Table Rock Investments, LLC, a Missouri limited liability company dated June 7, 2019 in the original amount of \$525,000.00 and recorded on June 10, 2019, as Instrument No. 2019002930 in the records of Boone County, Arkansas.
8. Verification that a judgment has not been entered in Boone County Circuit Court Case No. 05CV-19-345 styled TLG Operations, LLC vs. Bandit Transport Company, LLC; Heather C. Boothe and James David Boothe as of the date of closing. In the event that a judgment has been entered in the aforementioned action, satisfy and secure a release of same.
9. Warranty Deed from David Boothe a/k/a James David Boothe and Heather Boothe, his wife vesting fee simple title in To Be Determined.

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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. Standard Exceptions:
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey and inspection of the premises.
 - (d) 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.
3. Taxes and assessments for the year(s) 2020 and thereafter, which are not yet due and payable, plus any penalties and interest which may accrue.
4. Loss arising from any Oil, Gas or Mineral interests, conveyed, retained, assigned or any activity on or damage to the insured land caused by the exercise of sub-surface rights or ownership, including but not limited to the right of ingress and egress for said sub-surface purposes.
5. Loss arising from any judgment liens or other liens of record in any United States District Court or Bankruptcy Court in the State of Arkansas as of the Effective Date hereof that are not reflected in the real property records of the county in which the property is located.
6. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A.

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The Company does not insure the area, square footage, or acreage of the land.

7. Right of Way/Easement in favor of Arkansas Power & Light Company, An Arkansas corporation, and recorded in May 17, 1971 in Book 110 Page 164, in Boone County, Arkansas.
8. Title to that portion of the property within the bounds of Arkansas State Highway 281.

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Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

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, Old Republic 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Lenders Title Company
303 North Walnut
Harrison, AR 72601
870-741-5640

Arkansas Title Agency License No. 100111646

By: Shelly J. Rogers
Title Agent License No.: 9895414

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary

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.
- (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;
- (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.

(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.

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Arkansas Insurance Department
Contact Information:

Arkansas Insurance Department
1 Commerce Way, Suite 102
Little Rock, AR 72202
(800) 852-5494
(501) 371-2640

FACTS

WHAT DOES Lenders Title Company DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and credit history
- transaction history and mortgage rates and payments
- purchase history and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Lenders Title Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Lenders Title Company Can you limit this sharing? share?	
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	No
For our affiliates to market to you	No	No
For nonaffiliates to market to you	No	No

Questions?

Call 501-225-3519 or go to www.lenderstitlegroup.com

Who we are

Who is providing this notice?	Lenders Title Company
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What we do

How does Lenders Title Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Lenders Title Company collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • provide account information or give us your contact information • pay us by check or make a wire transfer • show us your government-issued ID <p>We also collect personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies such as our bank, mortgage companies, insurance companies, and securities brokerages.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>We do not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonfinancial financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include companies such as credit card issuers to inform you about their products and/or services.</i>

Other important information

State laws and individual companies may give you additional rights to limit sharing. Please consult your state laws regarding information sharing.