



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
STEWART TITLE GUARANTY COMPANY

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, Stewart Title Guaranty Company, a Texas 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “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.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

- c. 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 IS 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 closing, settlement, escrow, or any other purpose.
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.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

STEWART TITLE GUARANTY COMPANY
P.O. Box 2029, Houston, TX 77252-2029



[Handwritten Signature]
By: _____
Frederick H. Eppinger, President and CEO

[Handwritten Signature]
By: _____
David Hisey, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.



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.

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Professional Land Title Company of Arkansas

Issuing Office: 232 Griggs Street

Clinton, AR 72031

Issuing Office's ALTA® Registry ID: 1085549

Loan ID Number:

Commitment Number: 19-116212-BL

Issuing Office File Number: 19-116212-BL

Property Address: 267 Stinson Road, Clinton, AR 72031

Revision Number:

SCHEDULE A

1. Commitment Date: April 2, 2026 at 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy

Proposed Insured:	TBD
Proposed Amount of Insurance:	\$
The estate or interest to be insured:	fee simple
 - (b) 2021 ALTA Loan Policy

Proposed Insured:	
Proposed Amount of Insurance:	\$0
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:
Daniel W. Hayden, an unmarried person by warranty deed from Dome Family LLC, Kobe's Place, LLC, Windbrook Investments LLC dated 11/13/2023 and recorded with Van Buren County Recorder on 11/15/2023 as Instrument #RB 2023-6046. [Vesting Deed](#)
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**PROFESSIONAL LAND TITLE COMPANY OF
ARKANSAS**

232 Griggs Street, Clinton, AR 72031
Telephone: (501) 745-2115

Countersigned by:

Amy Williams

Amy Williams, License #20237199
Professional Land Title Company of Arkansas, License
#100113047

STEWART TITLE GUARANTY COMPANY
P.O. Box 2029, Houston, TX 77252-2029



F. H. Eppinger

By: _____
Frederick H. Eppinger, President and CEO

David Hisey

By: _____
David Hisey, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.



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.

Duly authorized and executed Deed from Daniel W. Hayden, to TBD, to be executed and recorded at closing.

Duly authorized and executed Mortgage from TBD, to _____, securing its loan in the amount of \$TBD.

5. **For each policy to be issues as identified in Schedule A, Item 2, the Company shall not be liable under this Commitment until it received a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Conditions 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**
6. **The proposed policy amounts must be disclosed to the Company, and subject to approval by the Company, entered as the Proposed Policy Amount, An owner's policy should reflect the purchase price or full value of the Land. A loan policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amounts will be revised and premiums charged consistent therewith when the final amounts are approved.**
7. **Payment of any Holley Mountain Property Owner's Association, Inc. dues.**
8. **Provide a certificate of approval through ClosingLock that the current owner is the true and correct party with authority to sell the subject property.**
9. **The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. If you have knowledge of any outstanding obligation, please contact the Title Department immediately to further review.**
10. Payment of the necessary consideration for the estate of interest to be insured and of all premiums, fees and charges for the title insurance policy. Funds from any party must be in the form of a wire transfer, cashier's check, certified check, or teller's check. All funds must be deemed "collected funds" prior to settlement and disbursement.
11. Proof of identity, legal age, and marital status of all parties to this transaction. Acceptable forms of identification include a valid US. passport or a state-issued driver's license. If you have questions regarding other forms of identification, please contact your closer.
12. All documents which are to be filed in the public records in connection with this transaction must comply with the rules and regulations of the State of Arkansas. Documents not in compliance may be subject to additional recording fees.
13. The Company must be informed in writing prior to closing of any of the following, if applicable: (a) if anyone currently

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

holding an interest in the land described in Schedule A has been known by any other name in the past ten (10) years; (b) if anyone not named in this commitment stands to acquire an interest in the land or intends to make a loan on the land; or (c) if any alterations, significant repairs, new construction, or renovations have been recently started or completed on the land described in Schedule C or to any of its improvements. The Company reserves the right to make additional requirements based upon any such disclosures. Failure to notify could invalidate certain policy coverages.

14. If any party in this transaction intends to execute any document relying upon a Power of Attorney, the Company must be furnished with a copy prior to closing.
15. If the Company is providing escrow services for this transaction, then any buyer, borrower, lender, or seller has the right to be issued a Closing Protection Letter (CPL) for a cost of \$25.00. A CPL protects a party against losses as a result of the following acts by a title insurer's named issuing agency or agent: (a) Acts of theft of settlement funds or fraud with regard to settlement funds; and (b) Failure to comply with written closing instructions by the proposed insured when agreed to by the title agency or agent relating to title insurance coverage.
16. Duly authorized and executed Buyer's/Borrower's Affidavit and/or Seller's/Owner's Affidavit, to be executed by applicable party at or before closing.
17. Payment of all taxes, charges, assessments levied and assessed against subject property, which are due and payable.
18. NOTE: This company will provide an ALTA 8.1 endorsement on the final policy.
19. 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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 recorded in the Public Records.
3. Easements, or claims of easements, not recorded in the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
5. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The rights of dower, curtesy, homestead and other marital rights of the spouse, if any, of any individual insured.
7. Taxes or special assessments which are not shown as existing liens by the Public Records.
8. General Taxes and Special Assessments, if any, for the year 2026 and subsequent years not yet due and payable.
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. Loss arising from security interest evidenced by financing statements filed of record under the Uniform Commercial Code and Judgment Liens and other liens of record in any United States District Court or Bankruptcy Court.
11. Reservations contained in Patent from the United State of America or State where land described in Exhibit A is located.
12. Any title or rights asserted by anyone including but not limited to person, corporation, governments or other entities, to tidelands, or lands comprising the shores of bottoms of navigable rivers, lakes, bays, oceans or gulf, of lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or water rights, if any.
13. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

14. Covenants, Restrictions, Easements and Building Lines, other than city or county ordinances, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 ©.
15. Subject to any lien or other defect in title that may arise under or through the party or parties proposed to be insured under an Owner's Policy.
16. **Reservations, restrictions, location of improvements, right-of-ways, easements, dedications and setback lines shown on survey, dated 07/18/2023, by Crafton Tull and recorded in Book 2023, Page 5080. Subject to Right of way for overhead or underground utilities. Subject to Right of way of road and utility easements. Subject to Rights of Way of Stinson Road as now located. [23 - 5080--SURVEY](#)**
17. **Assessments, obligations, fees, reservations, restrictions, easements, dedications, rights-of-way, setback lines, covenants and conditions, as contained in the Restrictive/Protective Covenants and/or Bill of Assurance of Holley Mountain Airpark, recorded on September 16, 2014 as Instrument #2014-4922 in the [official records](#) of Van Buren County Recorder, and all amendments thereto.**
18. **Subject to Oil & Gas Lease recorded on July 10, 2009 as Instrument #20095936 in the [official records](#) of Van Buren County Recorder. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservations of interests that are not listed.**
19. **Subject to Oil & Gas Lease recorded on September 10, 2007 as Instrument #200709029 in the [official records](#) of Van Buren County Recorder. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservations of interests that are not listed.**
20. **Subject to Oil & Gas Lease recorded on March 17, 2006 as Instrument #20062993 in the [official records](#) of Van Buren County Recorder. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservations of interests that are not listed.**
21. **Subject to Mineral Deed on January 20, 2006 as Instrument #20060765 in the [official records](#) of Van Buren County Recorder. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservations of interests that are not listed.**
22. **Assessments, obligations, fees, reservations, restrictions, easements, dedications, rights-of-way, setback lines, covenants and conditions, as contained in the Restrictive/Protective Covenants and/or Bill of Assurance of Holley Mountain Airpark, recorded on November 9, 2000 as Instrument #20005700 in the [official records](#) of Van Buren County Recorder, and all amendments thereto.**
23. **Assessments, obligations, fees, reservations, restrictions, easements, dedications, rights-of-way, setback lines, covenants and conditions, as contained in the Restrictive/Protective Covenants and/or Bill of Assurance of Holley Mountain Airpark, recorded on April 2, 1999 as Instrument #991638 in the [official records](#) of Van Buren County Recorder, and all amendments thereto.**
24. **RIGHTS OF WAY OF ROADWAYS, TAXIWAY EASEMENTS, OBSTACLE FREE ZONES, AND 100 FOOT WIDE AIRSTRIP, AS SHOWN ON THE PLAT OF HOLLEY MOUNTAIN AIRPARK, SOUTH RIDGE PHASE I, RECORDED IN SURVEY RECORD I, PAGE 647, PLAT BOOK 7, PAGE 68 AND RE PLAT AS SHOWN IN PLAT BOOK 7, PAGE 107; AND THE UNRECORDED PLAT OF HOLLEY MOUNTAIN AIRPARK, SOUTH RIDGE, PHASES I AND II.**
25. **ANY APPLICABLE FAA REGULATIONS AND GUIDELINES**

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

26. **WATER TRANSMISSION LINE EASEMENT FROM HOLLEY MOUNTAIN AIRPARK TO COMMUNITY WATER SYSTEM PUBLIC WATER AUTHORITY OF THE STATE OF ARKANSAS, AS SHOWN BY DOCUMENT #2005-3725 AND #2005-3726.**
27. **Any fees or assessments levied by the Holley Mountain Property Owners Association.**

- NOTE: Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at: Arkansas Insurance Department, 1 Commerce Way, Suite 102, Little Rock, AR 72202.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

EXHIBIT "A"

The Land referred to herein below is situated in the County of Van Buren, State of Arkansas and is described as follows:

Part Of The Northwest Quarter Of The Southwest Quarter Of Section 29 And Part Of The Southwest Quarter Of The Northwest Quarter Of Section 29 And Part Of The Southeast Quarter Of The Northeast Quarter Of Section 30 And Part Of The Northeast Quarter Of The Southeast Quarter Of Section 30, All In Township 12 North, Range 13 West, Van Buren County, Arkansas, And Being Part Of Lot 56 Of Holley Mountain Airpark, Phase III, As Shown On A Plat Of Record, Recorded In-The Records Of Van Buren County, Arkansas, Being More Particularly Described As Follows: Commencing At The Northwest Corner Of The Northeast Quarter Of The Southeast Quarter; Thence N81°03'45"E A Distance Of 1012.44 Feet To A Found 1/2" Rebar, Said Point Being On The Southerly Right Of Way Of The Airstrip; Thence Along Said Right Of Way For The Following 2 Courses, N57°05'55"E A Distance Of 10.03 Feet To The Northwest Corner Of Lot 56, Being Marked By A Found 3/8" Rebar; Thence N57°05'55"E A Distance Of 154.79 Feet To The Northeast Corner Of Lot 56, Being Marked By A Found 3/8" Rebar, Said Point Being The Point Of Beginning; Thence Leaving Said Right Of Way, S31°50'32"E A Distance Of 355.78 Feet To The Southwest Corner Of Lot 57, Being Marked By A Found Mag Nail, Said Point Being On The Northerly Right Of Way Of Stinson Road; Thence Along Said Right Of Way, S58°18'30"W A Distance Of 34.81 Feet To A Found Rebar (W/Cap, Ps 1782); Thence Leaving Said Right Of Way, N26°15'10"W A Distance Of 357.39 Feet To The Point Of Beginning, Containing 0.14 Acres, More Or Less. (Being Tract 3 of the Survey Recorded as No. RB 2023-5080 by Crafton Tull)

Said Tract Being Subject To All Rights Of Way, Covenants, Easements And Restrictions On Record Or Physically In Place.

Part Of The Northwest Quarter Of The Southwest Quarter Of Section 29 And Part Of The Southwest Quarter Of The Northwest Quarter Of Section 29 And Part Of The Southeast Quarter Of The Northeast Quarter Of Section 30, All In Township 12 North, Range 13 West, Van Buren County, Arkansas, And Being Lot 57 Of Holley Mountain Airpark, Phase III, As Shown On A Plat Of Record, Recorded In The Records Of Van Buren County, Arkansas, Being More Particularly Described As Follows: Commencing At The Northwest Corner Of The Northeast Quarter Of The Southeast Quarter; Thence N81°03'45"E A Distance Of 1012.44 Feet To A Found 1/2" Rebar, Said Point Being On The Southerly Right Of Way Of The Airstrip; Thence Along Said Right Of Way For The Following 3 Courses, N57°05'55"E A Distance Of 10.03 Feet To The Northwest Corner Of Lot 56, Being Marked By A Found 3/8" Rebar; Thence N57°05'55"E A Distance Of 154.79 Feet To The Northeast Corner Of Lot 56, Being Marked By A Found 3/8" Rebar, Said Point Being The Point Of Beginning; Thence N57°05'55"E A Distance Of 198.81 Feet To The Northeast Corner Of Lot 57, Being Marled By A Found Rebar (W/Cap, Ps 1075); Thence Leaving Said Right Of Way, S31°47'15"E A Distance Of 359.98 Feet To The Southeast Corner Of Lot 57, Being Marked By A Found 3/8" Rebar, Said Point Being On The Northerly Right Of Way Of Stinson Road; Thence Along Said Right Of Way, S58°18'30"W A Distance Of 198.43 Feet To The Southwest Corner Of Lot 57, Being Marked By A Found Mag Nail; Thence Leaving Said Right Of Way, N31°50'32"W A Distance Of 355.78 Feet To The Point Of Beginning, Containing 1.53 Acres, More Or Less, (Being Tract 4 of the Survey Recorded as No. RB 2023-5080 by Crafton Tull) Said Tract Being Subject To All Rights Of Way, Covenants, Easements And Restrictions On Record Or Physically In Place.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.