



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE 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.

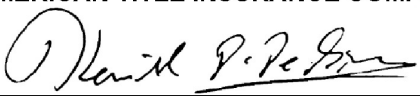
THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Comehl, Secretary

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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.
- 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; and
- f. Schedule B, Part II—Exceptions.

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.

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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.
- 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.
- 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

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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.

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

Issuing Agent: Touchstone Title & Abstract
Issuing Office: 1 McBride and Son Center Drive Suite 144, Chesterfield, MO 63005
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 250202
Issuing Office File No.: 250202
Property Address: 4200 County Rd. 144, Williamsburg, MO 63388
Revision No.:

SCHEDULE A

1. Commitment Date: February 21, 2025 at 08:00 AM
2. Policy to be issued:
 - a. ALTA OWNERS POLICY (07/01/2021)
Proposed Insured: TO BE DETERMINED
Proposed Amount of Insurance:
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: Shelton E. Sullivan Revocable Living Trust dated July 24, 1992.
5. The Land is described as follows:

The East 1/3 of the Northeast Quarter of Section 27, Township 48, Range 8.

ALSO all that part of the East 1/3 of the West Half of the Northeast Quarter and the West 1/3 of the East Half of the Northeast Quarter, lying East of road as now located (as of June 2, 1971) in Section 27, Township 48, Range 8.

EXCEPT Commencing at a stone on the Quarter comer between Sections 22 and 27 Township 48 North, Range 8 West, thence South 88 degrees East 896.8 feet to a point marking the Northeast comer of the West 1/3 of the Northeast Quarter of said Section 27, (Witness: Section line South 88 degrees East 40.87 chains, or measures 2697.42 feet to a stone found as described in Survey Records Book "T" page 88); thence South 0 degrees 19 1/2 minutes West along tree and fence line 1232.65, (Witness, South 0 degrees 19 1/2 minutes West 2665.3 feet to a stone in fence comer of East-West and North fences and described to be the 1/4 section line and recognized property comer); thence South 88 degrees East 229.0 feet to the East line of County Road and point of beginning of the land herein excepted; thence North 09 degrees 45 minutes East along the East line of County Road 60.0 feet to a 1 inch iron pipe; thence North 04 degrees 44 minutes East along said East line 711.3 feet to a 1 inch iron pipe; thence North 13 degrees 02 minutes East along said East line, 160.3 feet to a 1 inch iron pipe; thence North 25 degrees 03 minutes East along said East line, 241.6 feet to a 1 inch iron pipe; thence North 32 degrees 06 minutes East along said East line 95.25 feet to a 1 inch iron pipe set on section line (Witness, North 88 degrees West 34.75 feet set 1 inch iron pipe on Section line to be the Northwest comer of the Northeast Quarter of the Northeast Quarter of Section 27, Township 48 North, Range 8 West); thence South 88 degrees East along Section line 413.65 feet to a 1 inch iron pipe; thence South 0 degrees 19 minutes West along an old fence, 500.0 feet to an automobile axle; thence South 26 degrees 38 minutes West 806.3 feet to an automobile axle; thence North 88 degrees 07 minutes West, 307.0 feet to a 1 inch iron pipe and point of beginning of closed traverse, all located in the North Half of the

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SCHEDULE A
(Continued)

Commitment No.: 250202
File No.: 250202

Northeast Quarter of Section 27, Township 48 North, Range 8 West.

FURTHER EXCEPT A tract of land being part of the East 1/3 of the Northeast Quarter of Section 27, Township 48 North, Range 8 West, Callaway County, Missouri, and being described as follows: Commencing at an old iron rod at the Northeast corner of Section 27; thence along the East line of Section 27, South 01 degrees 43 minutes West 30.01 feet to the place of beginning of the said tract of land; thence South 01 degrees 43 minutes West, 1288.71 feet to an old iron rod; thence North 87 degrees 31 minutes West, 25.00 feet to a set iron rod; thence North 09 degrees 57 minutes West, 1323.77 feet to a set iron rod; thence along the South line of a 30 foot wide roadway, as described in Book 176 at page 347 of the Callaway County, Missouri records, South 86 degrees 43 minutes East, 292.79 feet to the place of beginning. As per survey by Larry P. Bade, Missouri Professional Surveyor No. 1434, during June of 2020.

First American Title Insurance Company

By: Kathleen Finch
Touchstone Title & Abstract

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SCHEDULE B, PART I - Requirements

Commitment No.: 250202
File No.: 250202

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 Deed of Trust to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Furnish for examination an authentic copy of the Shelton E. Sullivan Revocable Living Trust dated July 24, 1992 or Declaration of Trust and any Amendments or Revocation thereto. We reserve the right to make any additional requirements we may deem necessary.
6. Trustee's Deed to be executed by Shelton E. Sullivan Revocable Living Trust dated July 24, 1992, as grantor to TO BE DETERMINED, as grantee.

NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.

7. Provide this Company with a properly executed and completed Owner's Affidavit.
8. If there has been construction, improvements or repairs to or on the property in the past 12 months, or a portion or all of the loan proceeds will be used for such, then unrecorded mechanics lien coverage will not be furnished unless arrangements are made prior to closing.
9. Minimum Standards for Property Boundary Surveys and that the survey to accurately reflects all improvements, including fences, and easements, both recorded and visible unrecorded.
10. NOTE: In addition to the above, the following information must be furnished this Company.

- (1) Proof of payment of unpaid assessments or charges for sewer services, if any.
- (2) Proof of payment of unpaid assessments by trustees of said subdivision, if any.
- (3) Proof of payment of unpaid General or Special Taxes by any taxing authority, if any.
- (4) Proof of payment of delinquent real estate taxes, if any.

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

If there is a transfer of title, a Certificate of Value executed by the Grantee(s) must be submitted with all deeds and instruments transferring title.

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SCHEDULE B
(Continued)

Commitment No.: 250202
File No.: 250202

CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by this Company, we require all monies due from the purchase to be in the form of a Cashier's Check, Certified Check or Wire Transfer. If the sale proceeds of any "payoffs" pursuant to the closing require "Good Funds" then monies by us for such must be by bank or wire transfer.

The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire" we cannot accept financial responsibility for delays in the clearing of funds.

11. NOTE: If any requirements shown on Schedule B-Section 1 of this Commitment are not complied with, then the requirements or the matters constituting the requirement will be shown as an exception or exceptions on the Policy or Policies provided the Company elects to issue such Policy or Policies.

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SCHEDULE B
(Continued)

Commitment No.: 250202
File No.: 250202

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 shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encumbrance, violation, variation or adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), that would be disclosed by an accurate and complete land title survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, unless such lien is shown by the Public Records at Date of Policy.
6. Taxes, or special assessments which are not shown as existing liens by the Public Records.
7. The lien of the General Taxes for the year 2025 and thereafter.
8. NOTE: For informational purposes only, we submit the following tax figures, property address, if known. We assume no liability for the correctness of same. Based upon information provided us by the public authorities.

Based upon 2024 figures

Tax I.D. No.: 09-08.0-27.0-00-000-001.000 (77.6 acres)

Assessed Value: \$5,250.00

2024 Tax Amount: \$322.51

2024 Real Estate Taxes and prior years are paid.

9. Charges and assessments by Trustees of said Subdivision, sewer service charges, sewer lateral charges, sewer maintenance charges, roadway maintenance assessments, neighborhood improvement district charges and/or public water supply district charges and assessments, if any.
10. Tenancy rights, either as month to month or by virtue of written lease of any party now in possession of the premises in question.
11. Easement granted to Callaway Electric Cooperative, according to instrument recorded in Book M372 Page 623 of the Callaway County Records.
12. 30 foot wide roadway as described in Book 176 Page 347 of the Callaway County Records.
13. Right of Way of the County Road constituting a boundary of the land.

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SCHEDULE B
(Continued)

Commitment No.: 250202
File No.: 250202

14. The land described in this policy does not include any mobile or manufactured home located thereon.
15. Terms and provisions of RSMO 137.082 which allows for re-assessment of new construction after the date of occupancy.
16. Loss or damage to the insured as a result of the legal description of the premises in question being ambiguous, erroneous or indefinite, or by reason of the inability to establish the location of same on the ground.

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