

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
COMMONWEALTH LAND 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, Commonwealth Land Title Insurance Company, a 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.

Commonwealth Land Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

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81C170B25

ALTA Commitment for Title Insurance (07-01-2021) w-MO Mod

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AMERICAN
LAND TITLE
ASSOCIATION



(2024-664.PFD/2024-664/4)

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; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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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.
- 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.

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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.

11. ARBITRATION – INTENTIONALLY DELETED

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

Issuing Agent: Oak Hills Title Company
Issuing Office: 309 Lewis Street, Canton, MO 63435
Issuing Office's ALTA® Registry ID: 1051068
Loan ID No.:
Commitment No.: 2024-664
Issuing Office File No.: 2024-664
Property Address: County Road 527, La Grange, MO 63448
Revision No.:

SCHEDULE A

1. Commitment Date: November 8, 2024 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Own. Policy (07/01/21)
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below.
Proposed Amount of Insurance:
Premium:
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: Estate of Ann Childers Wenneker, Deceased.
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

OAK HILLS TITLE COMPANY

By: Mary Kay Allen
Mary Kay Allen, Agent

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81C170B25 Sch. A

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SCHEDULE B, PART I - Requirements

Commitment No.: 2024-664

File No. 2024-664

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. For each policy to be issued as identified in Schedule A, Item 2; the company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend the commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
6. Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
7. Notice: This company finds no open Deeds of Trust / Mortgages of record executed by the current owner of the Land. If you are aware of any existing loans executed by the current owner encumbering the Land, please notify this company immediately.

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SCHEDULE B
(Continued)

Commitment No.: 2024-664

File No. 2024-664

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 lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Notwithstanding anything to the contrary contained herein in the legal description of the property, the amount of acreage shown is for reference purposes only, and represents no guarantee, or other undertaking by the insurer, of the actual amount of acreage contained in the policy.
8. Tenancy rights or written leases of persons in possession of the premises in question, not shown in the public records.
9. Rights of the public and private rights of others entitled thereto in and to that portion of the public road known as County Road 527.
10. Easement given to Northeast Missouri Electric Power Cooperative, dated May 17, 1962, and filed for record on June 22, 1962, in Book 244, at pages 200-201, in the office of Recorder of Deeds for Lewis County, Missouri, and which is depicted on Survey #2024-008965 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during November of 2024.
11. Easement given to Public Water Supply District No. 1 of Clark County, Missouri, filed for record on August 11, 1993, in Book 326, at page 318, in the office of Recorder of Deeds for Lewis County, Missouri.
12. Fenceline encroachments which are depicted on Survey #2024-008965 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during November of 2024.

FOR INFORMATIONAL PURPOSES ONLY:

Assessor's Parcel Nos. 06-61-00678.01, 07-61-00336 and 07-61-00337. County and state taxes for 2024 in the amount of \$602.52 are due and payable and will be delinquent if unpaid by December 31, 2024. [Parent Tracts]

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(2024-664.PFD/2024-664/4)

EXHIBIT A

Commitment No.: 2024-664

File No. 2024-664

A tract of land lying in Section 30, Township 61 North, Range 6 West & Section 25, Township 61 North, Range 7 West, Lewis County, Missouri and being more fully described as follows to-wit: Beginning at a 5/8" iron pin marking the Southeast Corner of the Northeast Quarter of the Southeast Quarter of Section 25, Township 61 North, Range 7 West; thence North 88 degrees, 24 minutes and 04 seconds West along the South line of said Quarter-Quarter Section 1308.74 feet to a found Stone marking the Southwest Corner of said Quarter-Quarter Section; thence North 01 degree, 18 minutes and 20 seconds East leaving said South line and along the West line of said Quarter-Quarter Section 1316.49 feet to a 5/8" iron pin marking the Northwest Corner of said Quarter-Quarter Section; thence South 89 degrees, 05 minutes and 55 seconds East leaving said West line and along the North line of said Quarter-Quarter Section extended 1758.00 feet to a 5/8" iron pin; thence South 19 degrees, 28 minutes and 22 seconds West leaving said North line extended 145.88 feet to a 5/8" iron pin; thence South 42 degrees, 49 minutes and 19 seconds West 238.98 feet to a 5/8" iron pin; thence South 26 degrees, 56 minutes and 38 seconds West 99.19 feet to a 5/8" iron pin; thence South 08 degrees, 21 minutes and 20 seconds West 95.05 feet to a 5/8" iron pin; thence South 88 degrees, 42 minutes and 50 seconds East 1170.02 feet to the East line of the West Half of the Southwest Quarter of said Section 30, Township 61 North, Range 6 West, from which a 5/8" iron pin bears North 88 degrees, 42 minutes and 50 seconds West 17.00 feet; thence South 01 degree, 31 minutes and 31 seconds West along said East line and along Lewis County Route #527 a distance of 766.78 feet to a point from which a 5/8" iron pin bears North 88 degrees, 23 minutes and 44 seconds West 22.00 feet; thence North 88 degrees, 23 minutes and 44 seconds West leaving said East line and said County Route 1357.39 feet to a 5/8" iron pin on the line common to Section 25, Township 61 North, Range 7 West and Section 30, Township 61 North, Range 6 West; thence South 01 degree, 40 minutes and 00 seconds West along said common Range line 75.00 feet to the Point of Beginning, containing 67.2 Acres, more or less, with the above described being subject to that portion now being used for public road purposes and subject to other easements and rights-of-way of record or not of record, if any. As per survey #2024-008965 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during November of 2024.