



PRIVACY NOTICE

Last Updated and Effective Date: December 1, 2025

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy notice ("Notice"), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted ("Sites"); (2) you use our products and services ("Services"); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that this Notice does **not** apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although we do not "sell" your information in the traditional sense, the definition of "sale" is broad under the CCPA that some disclosures of your information to third parties may be considered a "sale" or "sharing" for targeted advertising. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. We take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.



Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Notice: We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE NOTICE.

For California Residents If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <https://www.firstam.com/privacy-policy/>.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.



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 California 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: _____

Sally F. Tyler, President

By: _____

William J. Aulbert, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance 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

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

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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.
- 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.

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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.

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

Issuing Agent: Guaranty Title Agency, LLC
Issuing Office: 504 Bailey Road, Crystal City, MO 63019
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: GTA-01743-26
Issuing Office File No.: GTA-01743-26
Property Address: Property along Annapolis Road, Centerville, MO
09-0.8-034-000-000-008.01000
09-0.8-034-000-000-008.02000, Reynolds, MO
09-0.8-034-000-000-008.03000
09-0.8-034-000-000-008.04000
11-0.2-003-000-000-002.00000
11-0.2-003-000-000-003.00000
11-0.2-003-000-000-004.00000
11-0.2-003-000-000-004.02000

SCHEDULE A

1. Commitment Date: September 8, 2026 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07/01/21)
Proposed Insured: Purchaser with contractual obligations under a purchase agreement with the Proposed Insured Identified in Schedule A, Item 4
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (07/01/21)
Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured Identified in Schedule A, Item 2(a), its successors and/or assigns as their respective interests may appear.
Proposed Amount of Insurance: \$0.00
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:

Suntrup Revocable Living Trust as to Parcel 1, 6 and 7 and
Suntrup Revocable Living Trust dated February 23, 2008 as to Parcel 2, 3, 4, 5, 8 and 9

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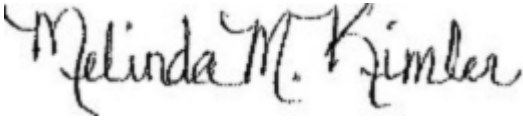


SCHEDULE A

(Continued)

5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO



Melinda M. Kimler
Guaranty Title Agency, LLC
504 Bailey Road,
Crystal City, MO 63019

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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.
 - a. General Warranty Deed from Suntrup Revocable Living Trust as to Parcel 1, 6 and 7 and David L. Suntrup or Glee S. Suntrup, Trustee of the Suntrup Revocable Living Trust dated February 23, 2008 as to Parcel 2, 3, 4, 5, 8 and 9 to Purchaser with contractual obligations under a purchase agreement with the Proposed Insured Identified in Schedule A, Item 4.
 - b. Deed of Trust from Purchaser with contractual obligations under a purchase agreement with the Proposed Insured Identified in Schedule A, Item 4 to Trustee(s) for Lender with contractual obligations under a loan agreement with the Proposed Insured Identified in Schedule A, Item 2(a), securing the principal amount of \$0.00.
5. Execution of Owner's Title Affidavit in a form satisfactory to the Company.
6. Execution of Survey Affidavit in lieu of survey in a form satisfactory to the Company.
7. Payment in full at closing of all taxes, charges, assessments, levied, assessed and currently due against the subject premises.
8. If any portion of the proceeds of the Deed of Trust to be insured hereunder are to be used for new construction, rehab construction, or renovation on the property described on Schedule A of this Commitment the Company must be notified and hereby reserves the right to add additional requirements and exceptions to this Commitment.
9. NOTE: Closings wherein this Company will be acting as Settlement and Disbursing Agent, will require that funds be placed on deposit with us in the form of either a Cashier's Check or Wired Funds prior to disbursement.
10. Pay any unpaid sewer assessments and/or sewer lateral fees, if any.

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SCHEDULE BI

(Continued)

11. Pay any unpaid subdivision assessments, if any.
12. This Company requires a Trust Certificate to be signed prior to closing confirming the following,
 - 1) the trustees are the duly acting and qualified Trustees under said trust: The Suntrup Revocable Living Trust Dated February 23, 2008
 - 2) the trust has not been amended, revoked, or canceled, and is in full force and effect: and
 - 3) the trustees have the full and complete powers and authority to sell the subject property.
13. Release the Deed of Trust with Future Advances and Future Obligations executed by Glee S Suntrup a Single Person, to L Dwayne Hackworth Trustee for Peoples Community Bank, dated 02/13/2014 and recorded 03/06/2014 as [Document No. 201400175](#) in the amount of \$47,268.00.
14. 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 this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
15. At the time of this commitment, the survey for said property is not yet completed. This commitment will subject to further revisions and additions as may be deemed necessary in a review of said survey, if any.
16. NOTE: As is the right of the seller, all of Parcel 9 and a portion of Parcel 3 and 8 may be reserved. The legal description that is provided by the surveyor will govern.

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SCHEDULE BI

(Continued)

17. Real Property Information: The following information is provided as a courtesy to assist persons using this commitment. As such, this information is not warranted for use by third party users of this commitment for the purpose of determining real estate taxes due and owing at closing.
- Tax ID: 09-0.8-034-000-000-009.00000 (Parcel 1)
2025 County Real Property Taxes with a base amount of \$16.96 are Delinquent and owing, totaling \$32.61, with penalties, through the month of September, 2026.
- Tax ID: 09-0.8-034-000-000-008.01000 (Parcel 2)
2025 County Real Property Taxes with a base amount of \$624.59 are Delinquent and owing, totaling \$800.90, with penalties, through the month of September, 2026.
- Tax ID: 09-0.8-034-000-000-008.02000 (Parcel 3)
2025 County Real Property Taxes with a base amount of \$14.56 are Delinquent and owing, totaling \$29.58, with penalties, through the month of September, 2026.
- Tax ID: 09-0.8-034-000-000-008.03000 (Parcel 4)
2025 County Real Property Taxes with a base amount of \$285.34 are Delinquent and owing, totaling \$371.95, with penalties, through the month of September, 2026.
- Tax ID: 09-0.8-034-000-000-008.04000 (Parcel 5)
2025 County Real Property Taxes with a base amount of \$146.58 are Delinquent and owing, totaling \$196.51, with penalties, through the month of September, 2026.
- Tax ID: 11-0.2-003-000-000-002.00000 (Parcel 6)
2025 County Real Property Taxes with a base amount of \$6.40 are Delinquent and owing, totaling \$19.26, with penalties, through the month of September, 2026.
- Tax ID: 11-0.2-003-000-000-003.00000 (Parcel 7)
2025 County Real Property Taxes with a base amount of \$5.84 are Delinquent and owing, totaling \$18.55, with penalties, through the month of September, 2026.
- Tax ID: 11-0.2-003-000-000-004.00000 (Parcel 8)
2025 County Real Property Taxes with a base amount of \$815.27 are Delinquent and owing, totaling \$1,042.00, with penalties, through the month of September, 2026.
- Tax ID: 11-0.2-003-000-000-004.02000 (Parcel 9)
2025 County Real Property Taxes with a base amount of \$244.97 are Delinquent and owing, totaling \$320.92, with penalties, through the month of September, 2026.

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SCHEDULE BI

(Continued)

CHAIN OF TITLE FOR INFORMATIONAL PURPOSES ONLY:

Parcels 1, 6 and 7

General Warranty Deed

GRANTOR: Charles Carlson and Darlene Carlson, AKA Oneeda Carlson, husband and wife, and Oneeda D. Carlson and Charles E. Carlson, as General Partners of Oneeda Limited, an Arizona Limited Partnership

GRANTEE: Suntrust Revocable Living Trust

DATED: September 3, 2015

RECORDED: September 23, 2015

INSTRUMENT NO.: [201500972](#)

CHAIN OF TITLE FOR INFORMATIONAL PURPOSES ONLY:

Parcels 2, 3, 4, 5, 8 and 9

Quit Claim Deed

GRANTOR: David D. Suntrup and Glee S. Suntrup, husband and wife

GRANTEE: David L. Suntrup or Glee S. Suntrup, Trustee of the Suntrup Revocable Living Trust dated February 23, 2008

DATED: February 23, 2008

RECORDED: may 5, 2008

INSTRUMENT NO.: [200800445](#)

We reserve the right to make further requirements and/or exceptions as may be deemed necessary upon review of any documentation regarding the above requirement(s).

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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. Any Services, installation or connection charge for sewer, water or electricity.
8. Any right, title, or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal, and other hydrocarbons.

NOTE: No examination has been made of the mineral title. Coverage shall not be construed as including the title to minerals underlying the subject premises.

9. Subject to terms, powers, provisions, and limitations of the trust under which title to the land is held.
10. Existing easements for public roads and public utilities now in use.
 - a. Intentionally Deleted
11. Terms and provisions of Easement according to instrument recorded in [Book 270 page 273](#). (Affects Parcel 2)
12. Terms and provisions of Easement according to instrument recorded in [Book 291 page 382](#). (Affects Parcel 5)

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SCHEDULE BII

(Continued)

13. Easement granted to GTE Midwest Incorporated, a Delaware corporation according to instrument recorded in [Book 304 page 421](#) and Assignment and Assumption of Recorded Easements, Licenses and Right of way Agreements according to instrument recorded in [Book 323 page 538](#).
14. Easement for transmission line that runs along the South Half of the Southwest Quarter of the Southeast Quarter of 34-32-2E. NOTE: Blanket easement is being located by Black River Electric.
15. Terms and provisions of Right of way, dedication and easements according to instrument recorded in [Book 88 page 399](#).
16. Right of way, dedication and easements for Annapolis Road, Hyatt's Creek Road aka Heights Creek Road and Highway 364, if any.
17. The consequences of any past or future change in the location of ordinary high water mark of the Black River. Navigation servitudes and all other statutory rights and powers of the United States of America, the State of Missouri, and the Public over the Black River and its shore lands extending to the ordinary high-water line thereof which may be exercised without obligation for compensation. The Land shall not be deemed to include any boat dock.
18. The premises in question abuts Black River. Our policy, when issued, will contain the following exceptions:
 - a) All right, title or claim or any character by the United States, State or Local Government or by the public generally in and to any portion of the land lying within the current or former bed of said creek or below the ordinary highway water mark, or between the cut banks of a stream navigable in fact or in law.
 - b) Right of riparian water rights owners to the use and flow of said creek.
 - c) The consequence of any past or future change in the location of the bed of said creek.
 - d) Rights of upper and lower riparian owners in and to the free and unobstructed flow of water of said creek extending through the land, without diminution.NOTE: This affects Parcel 3 and 8 as disclosed on Schedule A of this commitment.
19. Riparian rights are neither insured nor guaranteed.
20. Subject to the meandering of the Black River.

We reserve the right to make further requirements and/or exceptions as may be deemed necessary upon review of any documentation regarding the above requirement(s).

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File No.: GTA-01743-26

The Land referred to herein below is situated in the County of Reynolds, State of Missouri and is described as follows:

Parcel 1

The Southeast Quarter of the Southeast Quarter of Section Thirty-four (34), in Township Thirty-two (32) North, Range Two (2) East, containing Forty (40) acres, more or less.

Parcel 2

A tract of land being part of the South Half of the Southwest Quarter of the Southeast Quarter of Section 34, Township 32 North, Range 2 East of the 5th P.M., Reynolds County, Missouri, more particularly described as follows: Begin at a rockpile found marking the South quarter corner of Section 34, T32N, R2E; thence along and with the south line of Section 34 South 89° 44' 31" East 190.46 feet to a rebar pin, being the TRUE point of beginning of the tract of land herein described; thence North 10° 33' 44" West 344.64 feet to a rebar pin with aluminum cap thence South 89° 30' 41" East 646.19 feet to a rebar pin with aluminum cap set on the west line of a powerline right of way; thence along and with said right of way South 10° 38' 45" East 342.09 feet to a rebar pin set on the south line of Section 34; thence along and with said section line North 89° 44' 31" West 646.20 feet to the TRUE point of beginning. Containing 5.00 acres more or less.

Parcel 3 and 4

A tract of land being part of the Southeast Quarter of the Southwest Quarter of Section 34, Township 32 North, Range 2 East of the 5th P.M., Reynolds County, Missouri, described more particularly as follows: Begin at a rebar pin set on the south line of Section 34, T32N, R2E that is 542.00 feet North 89° 34' 03" West of the South Quarter corner of Section 34; thence North 0° 46' East 377.27 feet to a rebar pin; thence South 89° 34' 03" East 373.26 feet to a point on the centerline of County Road #364, known as Hyatts Creek Road, a rebar pin with aluminum cap is set for reference 20.00 feet North 89° 34' 03" West; thence along and with said centerline the following bearings and distances; North 1° 05' 50" East 253.10 feet; North 2° 56' 05" West 288.52 feet; and North 3° 30' 27" East 421.96 feet to a point on the local north line of the southeast quarter of the southwest quarter of Section 34, a rebar pin with aluminum cap is set for reference 20.06 feet North 89° 50' 44" West; thence leaving said centerline North 89° 50' 44" West; 1162.86 feet to an iron pipe found marking the local northwest corner of heretofore noted quarter-quarter section; thence South 0° 46' West 1334.10 feet to a rebar pin set for a property corner on the south line of Section 34; thence along and with said section line South 89° 34' 03" East 786.54 feet to the point of beginning. Containing 32.25 acres more or less and excepting therefrom all right of ways, easements, reservations, and restrictions of record.

Parcel 5

Also a tract of land being part of the Southeast Quarter of the Southwest Quarter and part of the South Half of the Southwest Quarter of the Southeast Quarter of Section 34, Township 32 North, Range 2 East of the 5th P.M., and part of the West Half of Lot-2 of the Northeast Quarter of Section 3, Township 31 North, Range 2 East of the 5th P.M., Reynolds County, Missouri, described more particularly as follows: Begin at a rebar pin set on the section line 190.46 feet South 89° 44' 31" East from the South Quarter corner of Section 34, T32N, R2E; thence South 89° 44' 31" East 67.04 feet to a rebar pin; thence leaving the section line into Section 3, T31N, R2E South 2° 36' 06" West 329.87 feet to a rebar pin with aluminum cap; thence South 57° 14' 43" West 121.59 feet to a point on the centerline of County Road Number 364, known as Hyatts Creek Road, a rebar pin is set for reference 20.17 feet North 57° 14' 43" East; thence along and with said centerline the following bearings and distances: North 25° 19' 56" West 688.00 feet back inside Section 34; North 5° 00' 20" West 117.72 feet; North 1° 05' 50" East 288.98 feet; North 2° 56' 05" West 288.52 feet; and North 3° 30' 27" East 421.96 feet to a point on the local north line of the southeast quarter of the southwest quarter of Section 34, a rebar pin is

EXHIBIT A

(Continued)

set for reference 20.06 feet South 89° 50' 44" East; thence leaving said centerline South 89° 50' 44" East 166.27 feet to an iron pipe found marking the local northeast corner of heretofore noted quarterquarter section; thence South 0° 5' 31".28" West 663.06 feet to an iron pipe found marking the local northwest corner of the south half of the southwest quarter of the southeast quarter of Section 34; thence South 89° 16' 50" East 55.95 feet to a rebar pin marking the northwest corner of a 5.00 acre tract; thence South 10° 33' 44" East 689.28 feet to the point of beginning. Containing a total of 8.62 acres more or less of which 1.76 acres more or less is in Section 3, T31N, R2E, and excepting therefrom all right of ways, easements, reservations, and restrictions of record.

LESS and EXCEPTING a parcel of land conveyed to Roger Price and Janet Price, his wife, described as follows: A tract of land being part of the South Half of the Southwest Quarter of the Southeast Quarter of Section 34, Township 32 North, Range 2 of East of the 5th P.M., Reynolds County, Missouri, more particularly described as follows: Begin at a rockpile found marking the South quarter corner of Section 34, T32N, R2E; thence along and with the south line of Section 34 South 89° 44' 31" East 190.46 feet to a rebar pin; thence North 10° 33' 44" West 344.64 feet to a rebar pin with aluminum cap set in a rockpile, being the TRUE point of beginning of the tract of land herein described; thence North 10° 33' 44" West 344.64 feet to a rebar pin set on the north line of the S1/2 SW1/4, SE1/4 Section 34 as found previously established by A.E. Groat in 1984; thence along and with said north line South 89° 16' 50" East 646.20 feet to a rebar pin set on the west line of a powerline right of way; thence along and with said right of way South 10° 38' 45" East 342.09 feet to a rebar pin with aluminum cap; thence leaving said right of way North 89° 30' 41" West 646.19 feet to the point of beginning. Containing 5.00 acres more or less and EXCEPTING therefrom all right of ways, easements, restrictions, and reservations of record together with any easements and restrictions presently existing in favor of the parcel of land adjoining the tract to the West and belonging to Grantor.

Parcel 6

Part of the East Half of Lot Two (2) of the Northeast Quarter of Section Three (3), Township Thirty-one (31) North, Range Two (2) East, described as follows: Beginning at a point on Township line 250 feet West of the Northeast corner of said Section 3 on West side of graded road, thence West with Township line 1073 feet to corner of East Half and West Half of Lot 2, thence South between East Half and West Half of said Lot 2 a distance of 1035 feet to graded road, thence South 700 East 250 feet, thence North 86° 0' East 100 feet, thence North 65° 0' East 100 feet, thence North 43° 0' East 100 feet, thence North 24° 0' East 100 feet, thence North 8° 0' East 450 feet, thence North 16° 0' East 100 feet, thence North 30° 0' East 100 feet, thence North 40° 0' East 100 feet, thence North 47° 0' East 100 feet, thence North 54° 0' East 100 feet, thence North 62° 0' East 180 feet to place of beginning, containing 12 acres, more or less. Except 5 acres conveyed by Warranty Deed recorded in Book 139 at Pages 11 and 12, Reynolds County Land Records.

Parcel 7

Part of the East Half of Lot 2 of the Northeast Quarter of Section Three (3), Township Thirty-one (31) North, Range Two (2) East, described as follows: Beginning at a point 514 feet South of the Northwest Corner of the East Half of Lot 2 of the Northeast Quarter of said Section 3; thence South 521 feet; thence South 70 degrees East 250 feet; thence North 86 Degrees East 100 feet; thence North 65 degrees East 100 feet; thence North 43 degrees East 100 feet; thence North 24 degrees East 100 feet; thence North 8 degrees East 405 feet; thence West 580 feet to the place of beginning, containing 5 acres, more or less.

Parcel 8

Part of the West Half of lot 2 of the Northeast Quarter and Part of the East half of lot 2 of the Northwest Quarter of Section 3, Township 31 North, Range 2 East, more particularly described as follows: Beginning at the Northeast corner of the West Half of lot 2 of the Northeast Quarter of said Section 3, thence South 16.41 chains to a point, thence West 5.97 chains to a point, thence North 8 degrees West 3 chains to a point, thence North 66 degrees West 8.08 to a point, thence North 70 degrees 30' West 3.18 chains to a point, thence West 23 chains to a point, thence North 8 chains to the Township line, thence East with Township Line 40 chains to the place of beginning, containing 35 acres, LESS AND EXCEPTING a parcel of land conveyed to Donald K. Piles and Jeanette F., his wife, recorded in Book 197 at page 174

EXHIBIT A

(Continued)

more particularly described as follows: Part of the West Half of Lot 2 of the Northeast Quarter of Section 3, Township, 31 North, Range 2 East, being more particularly described as follows: Beginning at the Southeast corner of the West half of Lot 2 of the Northeast Quarter of said Section 3 and run thence North to the South right-of-way line of road-way commonly known as Heights Creek Road; thence in a northwesterly direction along and with south right-of-way line of Heights Creek Road to intersection with a private road running north and South; thence Southerly with east right-of-way line of said private road to the South line of lot 2 of Northeast quarter of said Section 3; and thence East with south line of said Lot 2 to the point of beginning, containing 0.75-acre, more or less.

Parcel 9

All that part of the East Half of Lot 2 of the Northwest Quarter and that part of the West Half of Lot 2 of the Northeast Quarter of Section 3, Township 31 North; Range 2 East of the Fifth Principal Meridian Reynolds County, MO, described by metes and bounds as follows: Beginning at iron pin on South side of Temporary Highway "U", said iron pin is South 48° West 1112 feet of the northeast corner of the West half of Lot 2 of the Northeast Quarter, said Section 3, Township 31 North, Range 2 East; then South 83° West 89.2 feet to a stake; then West 110 feet to a sugar tree about 14 inches in diameter; (47.6 feet East of said sugar tree, I made a cross in top of a permanent limestone rock) then from above said sugar tree South 87° 45' West 390.5 feet to a stake; then North 61 ° West 375 feet to a point; then East 634 feet with the South line of land owned by Mr. Wadlow; then South 70 ° East 210 feet to West or South right-of-way line of Temporary Highway "U"; then South 46° 12' East with said right-of-way line 120 feet to place of beginning. Contains 2 acres more or less. Excepted from the above described land the Grantors and the public have the use, etc. of a strip of land 30 feet wide running North and South across said land and East side of said 30 foot road is located 200 feet South 70° East from the Northeasterly corner of parcel of land described. Grantors also agree for Grantees to have access for road purposes over land as follows: Said road will extend 15 feet wide each side of center line described as follows: Beginning at a point 32 feet South 87 ° 45' West of above described 14' Sugar Trees; thence South 55° East 146 feet; then North 80° East 225 feet to the South right-of-way line of above said Highway "U". Survey by Buell Brewer August 27, 1960-LS (Seal).