

ALL COUNTY TITLE COMPANY
20 Manor Drive
Troy, MO 63379
Phone: 636-528-2295
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**INFORMATIONAL
COMMITMENT FOR TITLE INSURANCE**

SCHEDULE A

File No.: 6619INF

1. Effective Date: February 3, 2025 at 8:00am

2. Policy or Policies to be issues: Amount
a. TBD Informational

Proposed Insured: TBD

b. TBD Informational

Proposed Insured: TBD

3. The estate or interest in the land described or referred to in the Commitment and covered herein is FEE SIMPLE and is at the effective date hereof vested in:

Jane R. Peek Revocable Trust Agreement dated April 20, 1999

4. The land referred to in this Commitment is situated in the County of Lincoln, State of Missouri, and described as follows:

A TRACT OF LAND WITHIN SECTION 19 TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, LINCOLN COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT STONE AT THE NORTHWEST CORNER OF THE AFORESAID SECTION 19; THENCE SOUTH 11 DEGREES 18 MINUTES 36 SECONDS WEST 108.90 FEET TO AN IRON ROD AT THE ANGLE POINT ON THE EAST LINE OF A 10 ACRE TRACT DESCRIBED IN BOOK 334, PAGE 43 OF THE LINCOLN COUNTY RECORDS; THENCE ALONG THE EAST LINE OF SAID 10 ACRE TRACT DESCRIBED IN BOOK 334, PAGE 43 AND THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2396, PAGE 591 OF SAID RECORDS, NORTH 43 DEGREES 31 MINUTES 34 SECONDS WEST 418.47 FEET TO AN IRON ROD AT THE ANGLE POINT ON THE EAST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 2396, PAGE 591; THENCE ALONG THE EAST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 2396, PAGE 591, NORTH 14 DEGREES 33 MINUTES 35 SECONDS WEST 402.07 FEET TO A POINT ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2500, PAGE 68 OF SAID RECORDS; THENCE ALONG THE SOUTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 2500, PAGE 68 AND THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2432, PAGE 362, NORTH 89 DEGREES 47 MINUTES 27 SECONDS EAST 1459.99 FEET TO A POINT ON THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 2432, PAGE 362, FROM WHICH A STONE BEARS SOUTH 14 DEGREES 54 MINUTES 47 SECONDS EAST 20.69 FEET; THENCE ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 2432, PAGE 362, SOUTH 14 DEGREES 54 MINUTES 47 SECONDS EAST 799.70 FEET TO A STONE; THENCE CONTINUING ALONG SAID WEST LINE AND THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 1158, PAGE 194 OF SAID RECORDS, SOUTH 09 DEGREES 27 MINUTES 40 SECONDS EAST 849.30 FEET TO AN IRON ROD AT THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 1158, PAGE 194; THENCE ALONG THE

SOUTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1158, PAGE 194, NORTH 89 DEGREES 52 MINUTES 14 SECONDS EAST 27.00 FEET TO A POINT IN THE CREEK AND BEING THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREIN; THENCE CONTINUING ALONG SAID SOUTH LINE, THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 1827, PAGE 596 AND THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2491, PAGE 135 OF SAID RECORDS, NORTH 89 DEGREES 52 MINUTES 14 SECONDS EAST 1637.33 FEET TO AN ANGLE IRON ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 428, PAGE 83 OF SAID RECORDS; THENCE ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 428, PAGE 83, SOUTH 14 DEGREES 04 MINUTES 45 SECONDS WEST 706.17 FEET TO AN ANGLE IRON; THENCE CONTINUING ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 428, PAGE 83, SOUTH 07 DEGREES 48 MINUTES 33 SECONDS EAST 298.38 FEET TO AN IRON ROD; THENCE CONTINUING ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 428, PAGE 83, SOUTH 18 DEGREES 06 MINUTES 06 SECONDS WEST 746.74 FEET TO A POINT ON THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 1264, PAGE 239 OF SAID RECORDS; THENCE ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1264, PAGE 239, NORTH 55 DEGREES 24 MINUTES 11 SECONDS WEST 396.47 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1264, PAGE 239, NORTH 79 DEGREES 26 MINUTES 35 SECONDS WEST 154.46 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1264, PAGE 239, NORTH 69 DEGREES 39 MINUTES 20 SECONDS WEST 515.61 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1264, PAGE 239 AND THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2479, PAGE 77 OF SAID RECORDS, NORTH 14 DEGREES 37 MINUTES 19 SECONDS WEST 379.07 FEET TO AN IRON ROD; THENCE CONTINUING ALONG THE EAST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 2479, PAGE 77 AND THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2501, PAGE 491 OF SAID RECORDS, NORTH 51 DEGREES 37 MINUTES 36 SECONDS WEST 610.17 FEET TO A POINT ON THE CREEK; THENCE LEAVING SAID EAST LINES, NORTH 77 DEGREES 33 MINUTES 11 SECONDS EAST 73.77 FEET TO A POINT IN THE CREEK; THENCE NORTH 45 DEGREES 27 MINUTES 51 SECONDS WEST 96.00 FEET TO A POINT IN THE CREEK; THENCE NORTH 55 DEGREES 38 MINUTES 53 SECONDS EAST 180.00 FEET TO A POINT IN THE CREEK; THENCE NORTH 16 DEGREES 13 MINUTES 43 SECONDS EAST 60.00 FEET TO A POINT IN THE CREEK; THENCE NORTH 57 DEGREES 34 MINUTES 05 SECONDS EAST 55.00 FEET TO A POINT IN THE CREEK; THENCE NORTH 24 DEGREES 53 MINUTES 45 SECONDS EAST 75.00 FEET TO A POINT IN THE CREEK; THENCE NORTH 12 DEGREES 59 MINUTES 51 SECONDS EAST 60.00 FEET TO A POINT IN THE CREEK; THENCE NORTH 00 DEGREES 36 MINUTES 47 SECONDS EAST 110.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 47.54 ACRES AS PER SURVEY BY FRAZIER LAND SURVEYING DURING FEBRUARY OF 2025.

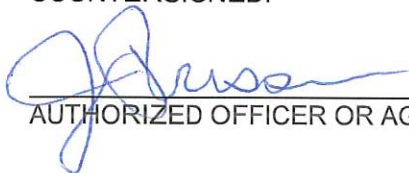
Property Address: 47.54 acres, Elsberry, MO 63343

A TRACT OF LAND WITHIN SECTION 13, TOWNSHIP 50 NORTH, RANGE 1 EAST AND WITHIN SECTIONS 18 AND 19 TOWNSHIP 50 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, LINCOLN COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT STONE AT THE NORTHWEST CORNER OF THE AFORESAID SECTION 19; THENCE SOUTH 11 DEGREES 18 MINUTES 36 SECONDS WEST 108.90 FEET TO AN IRON ROD AT THE ANGLE POINT ON THE EAST LINE OF A 10 ACRE TRACT DESCRIBED IN BOOK 334, PAGE 43 OF THE LINCOLN COUNTY RECORDS AND BEING THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREIN; THENCE ALONG THE EAST LINE OF SAID 10 ACRE TRACT DESCRIBED IN BOOK 334, PAGE 43 AND THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2396, PAGE 591 OF SAID RECORDS, NORTH 43 DEGREES 31 MINUTES 34 SECONDS WEST 418.47 FEET TO AN IRON ROD AT THE ANGLE POINT ON THE EAST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 2396, PAGE 591; THENCE ALONG THE EAST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 2396, PAGE 591, NORTH 14 DEGREES 33 MINUTES 35 SECONDS WEST 402.07 FEET TO A POINT ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2500, PAGE 68 OF SAID RECORDS; THENCE ALONG THE SOUTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 2500, PAGE 68 AND THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2432, PAGE 362, NORTH 89 DEGREES 47 MINUTES 27 SECONDS EAST 1459.99 FEET TO A POINT ON THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 2432, PAGE 362, FROM WHICH A STONE BEARS SOUTH 14 DEGREES 54 MINUTES 47 SECONDS EAST 20.69 FEET; THENCE ALONG THE WEST LINE OF SAID

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Property Address: 53.49 acres, Elsberry, MO 63343

COUNTERSIGNED:



AUTHORIZED OFFICER OR AGENT

Valid only if Schedule B is attached.

SCHEDULE B - SECTION 1

File No.: 6619INF

The following are the requirements to be complied with:

1. Instrument creating the estate or interest to be insured must be executed and filed for record, to-wit:

Warranty Deed(s) from Jane R. Peek RTA dated 4-20-99 to the purposed buyers of the subject property.

NOTE: THIS INFORMATIONAL COMMITMENT IS NOT AN ABSTRACT OR OPINION OF TITLE, NOR IS IT A COMMITMENT TO INSURE TITLE. THIS COMMITMENT IS FURNISHED FOR REFERENCE PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR TITLE PURPOSES WHEN ACQUIRING OR CONVEYING AN INTEREST IN THE LAND. IT MAY NOT BE RELIED UPON AS A COMMITMENT TO INSURE TITLE TO THE LAND IDENTIFIED HEREIN. IF TITLE INSURANCE COVERAGE IS DESIRED, APPLICATION SHOULD BE MADE FOR A TITLE INSURANCE COMMITMENT IN A SPECIFIED AMOUNT AND IDENTIFYING THE PROPOSED INSURED.

Limitation of Liability

IMPORTANT - READ CAREFULLY: This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion of title, title insurance commitment or preliminary report, or any form of title insurance guaranty. This report is issued exclusively for the benefit of the applicant therefore and may not be used or relied upon by any person. This report may not be reproduced in any manner without All County Title Company's prior written consent. All County Title Company does not represent or warranty that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that All County Title Company's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that All County Title Company would not have issued this report but for the Limitation of Liability described above. All County Title Company makes no representation or warranty as to the legality or propriety of recipient's use of the information herein

2. Pay the full consideration to, or for the account of, the grantors, or mortgagors.
3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

LOCATOR NO.: 104019000000006006 Taxes ASSESSED VALUATION: \$0.00
\$150.60, , , 096013000000004002
taxes \$12.91 and
104018000000015001 taxes \$37.63
2024 TOTAL TAX: paid

4. Closing information note: If the closing for the subject property is to be conducted by this company, we require all monies due from purchaser, borrower or seller to be in the form of a cashier's check, certified check or wire transfer. If the sale proceeds or any payoffs pursuant to the closing require good funds then monies received by us for such must be by bank or wire transfer. The above applies to all closing unless other specific arrangements are made in advance to the closing. Due to the differences in banking practices and being out of the control of this company of the funds being wired we can not accept financial responsibility for delays in the clearing or posting of funds. All funds received after 2 o'clock P.M., will be posted on the next business day.

SCHEDULE B - SECTION 1

(Continued)

5. In the event any party to the transaction contemplates the use of a Power of Attorney, this company requires submission of the Power of Attorney, in recordable format, no less than three (3) days prior to closing for review and approval.
6. For all transactions closed by this company will require a valid driver's license with photo. If a non-drivers state identification card is provided, this company may require a second form of identification.
7. Notice regarding Closing Protection Letter Coverage: Closing Protection Letters are issued to the Lender and/or Buyer, and Seller on all properties closed by Company. A Closing Protection Letter protects a Party against losses as a result of the following acts of the title insurer's named issuing agency or agent: Acts of theft of settlement funds or fraud with regard to settlement funds; and failure to comply with written closing instructions by the proposed insured when agreed to by the title agency or the agent, relating to title insurance coverage.
8. This company must be informed prior to the closing of any recent alterations, significant repairs, new construction or renovation to the subject property, at which time additional requirements may be added to the title commitment. Failure to notify this company of such conditions prior to closing will invalidated any mechanic's lien coverage provided in any policy to be issued hereunder.
9. For Informational purposes only, we submit the following tax information. We assume no liability for the correctness of same.

SCHEDULE B - SECTION 2

File No.: 6619INF

EXCEPTIONS

Schedule B of the policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

STANDARD EXCEPTIONS

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any matters that would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the public records; and
5. Taxes or special assessments that are not shown as existing liens by the public records.

SPECIAL EXCEPTIONS

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquired for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. General taxes due and payable in the year shown below and subsequent years, and special assessments that become a lien after the date hereof. Year: 2025 and thereafter.
3. Please read the Exceptions and the terms shown or referred to herein carefully. The exceptions are meant to inform you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.
4. Taxes or special assessments which are not shown as existing liens by the public records.
5. TERMS AND PROVISIONS OF RSMo 137.082 WHICH ALLOWS FOR REASSESSMENT OF NEW CONSTRUCTION AFTER DATE OF OCCUPANCY.
6. NOTE: REFERENCE TO ACREAGE IN THE DESCRIPTION OF THE LAND IS FOR INFORMATIONAL OR DESCRIPTIVE PURPOSES ONLY AND ACREAGE IS NOT INSURED BY THIS COMMITMENT OR POLICY.
7. THE TAXES FOR 2025 AND THEREAFTER, NONE NOW DUE AND PAYABLE.
8. Subject to Right of Way to the State OF Missouri, as recorded in Book 207 page 471, Lincoln County Deed Records.
9. Easement to Cuivre River Electric Cooperative as recorded in Book 280 page 724, Lincoln County Deed Records. Applies to Section 13.

SCHEDULE B - SECTION 2

(Continued)

10. Easement to Cuivre River Electric Cooperative as recorded in Book 282 page 649, Lincoln County Deed Records. Applies to Section 18 and 19.
11. Easement to Cuivre River Electric Cooperative as recorded in Book 726 page 234, Lincoln County Deed Records. Applies to Section 18.
12. Subject to and Benefitted by Easement as per Legal Description hereto attached as Exhibit A.
13. Rights, if any, of the United States of America, the State of Missouri and the municipality in and to so much, if any, of the land as may have been formed by means other than natural accretions and to so much, if any, as may be covered by the waters of Sandy Creek.
14. This Company makes no certification to the rights of the United States of America, State of Missouri, the County of Lincoln and the public in and to that portion of the subject property falling in the bed of, eroded by, or submerged under the water of the Upper Sandy Creek, its sloughs or backwaters.
15. The Company makes no certification to that portion of the subject property, if any, that may have been formed by accretions, relictions or avulsions.
16. Changes in the Land due to accretion, avulsion, reliction, or meandering of Sandy Creek. Rights of the United States, State of Missouri, and the public in and the the navigable servitudes of Sandy Creek . Land lying below the normal high water mark of Sandy Creek..
17. Any Loss or gain in area or content, or change of boundaries because of application of the rules of avulsion, reliction, and natural accretion, or by reason of movement of the thread of Sandy Creek as it is located at the date hereof.

NOTE: AN OWNER'S POLICY ISSUED IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTION:

1. **Rights or claims of parties other than Insured in actual possession of any or all the property.**
2. **Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.**
3. **Unfiled mechanic's or materialmen's liens.**