



*Agents National 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 EXTRACTIONAL 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, Agents National Title Insurance Company, a Missouri 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 60 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



**Issuing Agent for Agents National Title Insurance Company  
American Land Title Association Commitment for Title Insurance**

**SCHEDULE A**

---

***Transaction Identification Data for reference only:***

Issuing Office Address: 31 North Lafayette Avenue, Marshall, MO 65340 (Saline County Branch)  
Issuing Office File Number: 22120090  
ALTA® Universal ID: Not Applicable  
Loan ID Number:  
Revision Number:  
Property Address: Highway 41, Marshall, MO 65340

- 1. Effective Date of this Commitment:** January 9, 2023 at 8:00 AM
  
- 2. Policy(ies) to be Issued:**
  - (a) 2006 ALTA® Owner's Policy (standard)  
Proposed Insured: Prospective Purchaser  
Proposed Policy Amount: \$1,000.00
  
  - (b) 2006 ALTA® Loan Policy (standard)  
Proposed Insured:  
Proposed Policy Amount:
  
- 3. The estate or interest in the Land described or referred to in this Commitment is:** Fee Simple
  
- 4. The Title is, at the Commitment Date, vested in:**  
Uphome Farms, Inc.
  
- 5. The Land is described as follows:**  
SEE ATTACHED EXHIBIT "A"

Countersigned  
**Truman Title, Inc.**

By: **Authorized Signatory**

**Truman Title, Inc.**  
**SCHEDULE A - CONTINUED**

**EXHIBIT "A"**

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, EXCEPT 18 ACRES OFF THE NORTH END THEREOF, AND EXCEPT A STRIP 10 FEET WIDE OFF THE SOUTH SIDE THEREOF; ALSO, THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND ALL OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, EXCEPT A STRIP 30 FEET WIDE OFF THE SOUTH SIDE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN TOWNSHIP 51 NORTH, RANGE 21 WEST OF THE 5TH PRINCIPAL MERIDIAN, SALINE COUNTY, MISSOURI. EXCEPT THAT PART LYING EAST OF STATE HIGHWAY #41.

ALSO EXCEPT, THAT PORTION LYING WITHIN A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33 AND IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, ALL IN TOWNSHIP 51 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SALINE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON ROD ON THE SECTION LINE BETWEEN SAID SECTIONS 33 AND 34, SAID IRON ROD BEING 2066.25 FEET NORTH OF THE SOUTH SECTION CORNER OF SAID SECTIONS 33 AND 34; THENCE SOUTH 87°10'42" WEST, FOLLOWING THE SOUTH LINE OF THE NORTH 18 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 773.54 FEET TO AN IRON ROD AT THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY #41; THENCE SOUTH 33°44'00" EAST FOLLOWING SAID RIGHT OF WAY LINE, 711.45 FEET TO AN IRON ROD; THENCE NORTH 88°36'40" EAST, 1958.22 FEET TO AN IRON ROD; THENCE NORTH 00°34'00" EAST, 556.72 FEET TO AN IRON ROD; THENCE NORTH 89°45'30" WEST, 279.64 FEET TO AN IRON ROD; THENCE NORTH 00°35'57" WEST, 64.47 FEET TO AN IRON ROD AT THE SOUTHEAST CORNER OF THE NORTH 18 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE SOUTH 88°14'32" WEST FOLLOWING THE SOUTH LINE OF SAID NORTH 18 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 1305.96 FEET TO THE POINT OF BEGINNING.

**Truman Title, Inc.**  
**Issuing Agent for Agents National Title Insurance Company**  
**American Land Title Association Commitment for Title Insurance**  
**SCHEDULE B PART I**  
**Requirements**

---

**File Number:** 22120090

**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.

*Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.*

**All of the following Transaction Specific Requirements must be met:**

5. Corporation Warranty Deed from Uphome Farms, Inc. to Prospective Purchaser.
6. Copy of the resolution of the Board of Directors of Uphome Farms, Inc. approving the sale of The Land.
7. The application for Title Insurance does not give the name of the Prospective Purchaser. When such a name is ascertained, the records must be run for possible judgments or other liens. If a corporation or partnership is to acquire title, certain additional requirements may be necessary.

**Truman Title, Inc.**  
**Issuing Agent for Agents National Title Insurance Company**  
**American Land Title Association Commitment for Title Insurance**  
**SCHEDULE B PART II**  
**Exceptions**

---

**File Number:** 22120090

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

**Standard Exceptions**

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or 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. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any liens, or right to a lien, for services, labor, or material 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. Loss or damage resulting from the Land's inclusion within a community improvement district or neighborhood improvement district, notice of which is not shown by the Public Records.
8. Taxes, charges, or assessments pertaining to the Land's placement within a community improvement district or neighborhood improvement district which are not due and payable as of the Date of Policy.
9. Any trust, right, interest or claim that may exist, arise, or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. § 499a, et seq., or any similar state or federal law.

**Special Exceptions**

10. Taxes for the year 2023 and thereafter: None now due and payable.
11. Right-of-Way for Highway 41 as shown on the public maps in the Saline County Assessor's Office.
12. Right of Way Conveyance granted to State of Missouri, recorded May 20, 1930 in Book 231 at Page 155.
13. Transmission Line Easement granted to Central Electric Power Cooperative, recorded February 6, 1958 in Book 337 at Page 137.
14. Water Line Easement granted to Public Water Supply District No. 3, recorded October 26, 1982 in Book 511 at Page 286.
15. Telecommunications Easement granted to Central Electric Power Cooperative, recorded February 7, 2020 as Instrument Number 2020-0340.
16. Tenancy rights, either as month to month, or by virtue of written leases of persons now in possession of any part of the premises in question.

**Truman Title, Inc.**

17. Any inaccuracy in the area, square footage, or acreage of The Land, if any. The Company does not insure the area, square footage, or acreage of the Land.
  
18. The actual value of the estate or interest to be insured must be disclosed to our Company, and subject to approval by our Company, entered as the amount of the policy to be issued. It is agreed that, as between our Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be limited to the amount paid for this work, and the maximum liability of our Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and our Company's applicable insurance premium charges for same shall have been paid.

**Truman Title, Inc.**  
**Issuing Agent for Agents National Title Insurance Company**  
**American Land Title Association Commitment for Title Insurance**  
**TAX INFORMATION**

---

**File Number:** 22120090

**The following is provided for informational purposes only:**

Taxes are due annually by December 31st, and are payable to the following:

Saline County Collector, 19 E. Arrow St. #201, Marshall, MO 65340

For informational purposes only, we submit the following real estate tax figures and information.

We assume no liability for the correctness of the same.

Tax Assessment Number: 20-12-80-33-00-000-005.001 (Includes other land)

Property Street Address: Highway 41, Marshall, MO 65340

County and State taxes for the year 2022 were in the amount of \$148.08

**ALTA PRIVACY FORM**  
**Revised August 28, 2001**  
**Agents National Title Insurance Company and/or Truman Title, Inc.**  
**Privacy Policy Notice**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Agents National Title Insurance Company and Truman Title, Inc.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from (our affiliates or) others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information.

---

The ALTA sample privacy form includes a full list of the requisite disclosures. The sample form does not envision sharing of information outside the corporate title insurance underwriter and affiliate or agent structure. If you are considering sharing nonpublic customer information and do not qualify for an exception within the Federal Trade Commission and/or state rules, please obtain legal advice on what should be included in your form.





## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) “Land”: The Land described in Schedule A, and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) “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.
- (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) “Title”: The estate or interest described in 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 B, Part I—Requirements; and
- (e) Schedule B, Part II—Exceptions; and
- (f) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY’S RIGHT TO AMEND

#### (a) **MATTERS EXISTING AT THE COMMITMENT DATE:**

The Company may amend this Commitment, but if any defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records at the Commitment Date is not included as a Requirement or Exception and the Company amends this Commitment to include the matter, the Company shall be liable to the Proposed Insured according to Commitment Conditions 5(b) and 5(c) unless the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

#### (b) **MATTERS AFTER THE COMMITMENT DATE:**

The Company may amend this Commitment to include a Requirement or Exception for any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or disclosed to the Company within the time that elapses between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met. The Company shall have no liability to a Proposed Insured because of an amendment under Commitment Condition 4(b).

### 5. LIMITATIONS OF LIABILITY

- (a) The Company is only obligated to issue the Policy referred to in this Commitment when all of the Schedule B, Part I—Requirements have been met.



Agents National Title  
Insurance Company

- (b) The Company's liability under Commitment Condition 4(a) 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.
- (c) The Company will only have liability under Commitment Condition 5(b) if the Proposed Insured would not have incurred the expense had the Commitment included the matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(b)(i) through 5(b)(iii) or the Proposed Policy Amount.
- (e) In any event, the Company's liability is limited by the terms and provisions of the Policy.
- (f) The Company shall not be liable for the content of the Transaction Identification Data, if any.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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.