ALTA Commitment for Title Insurance



Issued by Old Republic 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 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, Old Republic National Title Insurance Company, a Florida 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

Issued through the Office of: Truman Title, Inc. 313 N. Holden Street Warrensburg, MO 64093 Phone: 660-826-1826

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111 By March Bittery President

Attes

Secretary

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 A;
 - (e) Schedule B, Part I Requirements;
 - (f) Schedule B, Part II Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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 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.

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.

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Issuing Agent for Old Republic 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:22120092ALTA® Universal ID:Not ApplicableLoan ID Number:Revision Number:Property Address:250th Rd, 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 NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 21 WEST OF THE 5TH PRINCIPAL MERIDIAN, SALINE COUNTY, MISSOURI.

ALSO, THE EAST PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 21 WEST OF THE 5TH PRINCIPAL MERIDIAN, SALINE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3 AT A POINT 19.67 CHAINS NORTH OF THE SOUTHEAST CORNER OF SAID HALF QUARTER SECTION; THENCE WEST (VARIATION 8°) 9.45 CHAINS; THENCE NORTHEASTERLY 21.30 CHAINS TO A STAKE IN THE TOWNSHIP LINE; THENCE EAST 5 CHAINS TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3 TO THE POINT OF BEGINNING.

EXCEPT, A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 21 WEST OF THE 5TH PRINCIPAL MERIDIAN, SALINE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3, SAID IRON PIPE BEING 1632 FEET NORTH OF THE SOUTHEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER AND 1265.4 FEET NORTH OF A STONE ON SAID EAST LINE; THENCE NORTH 87°39' WEST 515 FEET; THENCE SOUTH 13°55' WEST 364.5 FEET; THENCE SOUTH 88°26' EAST 590.7 FEET TO THE SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER; THENCE NORTH 1° 00' EAST ALONG SAID LINE, 353.7 FEET TO THE POINT OF BEGINNING.

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

File Number: 22120092

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.

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 Old Republic National Title Insurance Company American Land Title Association Commitment for Title Insurance SCHEDULE B PART II Exceptions

File Number: 22120092

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:

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.

Standard Exceptions

- 2. a. Rights or claims of parties in possession not shown by the Public Records.
 - b. Easements, or claims of easements, not shown by the Public Records.
 - c. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
 - d. 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.
 - e. Taxes for the year 2023 and thereafter: None now due and payable.

Special Exceptions

- 3. Right-of-Way for 250th Road as shown on the public maps in the Saline County Assessor's Office.
- 4. Transmission Line Easement granted to Central Electric Power Cooperative, recorded February 6, 1958 in Book 337 at Page 137.
- 5. Electric Line Easement granted to Kansas City Power & Light Company, recorded April 25, 1962 in Book 357 at Page 321.
- 6. Electric Line Easement granted to The City of Marshall, Missouri, recorded April 17, 1984 in Book 524 at Page 278.
- 7. Telecommunications Easement granted to Central Electric Power Cooperative, recorded February 7, 2020 as Instrument Number 2020-0341.
- 8. 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.
- 9. 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 Old Republic National Title Insurance Company American Land Title Association Commitment for Title Insurance TAX INFORMATION

File Number: 22120092

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:20-17-20-03-00-000-003.000Property Street Address:250th Rd, Marshall, MO 65340County and State taxes for the year 2022 were in the amount of \$152.61

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ALTA PRIVACY FORM Revised August 28, 2001 Old Republic 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 **Old Republic 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.

****** * OLD REPUBLIC TITLE

FACTS

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
	The types of personal information we collect and share depend on the product or service you have with us. This information can include:
What?	 Social Security number and employment information Mortgage rates and payments and account balances Checking account information and wire transfer instructions
	When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to <u>www.oldrepublictitle.com</u> (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do		
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy.	
How does Old Republic Title collect my personal information?	 We collect your personal information, for example, when you: Give us your contact information or show your driver's license Show your government-issued ID or provide your mortgage information Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. 	
Why can't I limit all sharing?	 Federal law gives you the right to limit only: Sharing for affiliates' everyday business purposes - information about you creditworthiness Affiliates from using your information to market to you Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing See the "Other important information" section below for your rights under state law	

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
	 Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies.
	• Old Republic Title does not share with non-affiliates so they can market to you

Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.
	 Old Republic Title doesn't jointly market.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublicitile.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice				
American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement , LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				