



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 Nebraska 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: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Comehl, Secretary

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

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.

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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.

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

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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: Touchstone Title & Abstract
 Issuing Office: 1 McBride and Son Center Drive Suite 144, Chesterfield, MO 63005
 Issuing Office's ALTA® Registry ID:
 Loan ID No.:
 Commitment No.: 251672
 Issuing Office File No.: 251672
 Property Address: 36.5 & 84.7 Acres - Hwy C, Gerald, MO 63037
 Revision No.: 1

SCHEDULE A

1. Commitment Date: October 24, 2022 at 08:00 AM
2. Policy to be issued:
 - a. ALTA OWNERS POLICY (07/01/2021)

Proposed Insured: TO BE DETERMINED
 Proposed Amount of Insurance:
 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: Wendell J. Eckelkamp and Deborah J. Eckelkamp, Trustees of the Eckelkamp Joint Revocable Trust U/A December 17, 2019.
5. The Land is described as follows:

All that part of the West half of the Southwest quarter in Section 28, Franklin County, Missouri, lying Northwest of Missouri State Route "C" and West of Missouri State Route "ZZ";

The South half of the Southeast quarter in Section 29, Franklin County, Missouri, containing 80 acres, more or less;

All in Township 43 North, Range 3 West of the 5th P.M., Franklin County, Missouri.

ALSO KNOWN AS:

A tract of land being part of the West half of the Southwest quarter of Section 28 and all of the South half of the Southeast quarter of Section 29, all in Township 43 North, Range 3 West of the 5th P.M. in Franklin County, Missouri, being more fully described as follows: Beginning at an MLS monument at the common corner to Sections 28, 29, 32 and 33; thence South 88 degrees 46 minutes 06 seconds West on the South line of said Section 29 for 2691.23 feet to an MLS monument at the South quarter corner of said Section 29; thence North 00 degrees 43 minutes 11 seconds East on the quarter section line 1377.69 feet to a stone; thence North 88 degrees 46 minutes 12 seconds East on the North line of said South half of the Southeast quarter of Section 29 for 2040.65 feet to an iron pipe per Document No. 1103078 in the Office of the Franklin County Recorder of Deeds; thence North 88 degrees 46 minutes 32 seconds East on the property line of 647.60 feet to a stone pile at the Southeast corner of the tract described in Document No. 2019538 in said Recorder's Office; thence North 89 degrees 39 minutes 28 seconds East on the property line 1172.86 feet to an iron rod on the West right-of-way of Highway ZZ; thence on said West right-of-way as follows: thence South 01 degree 51 minutes 02 seconds East 248.01 feet

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SCHEDULE A
(Continued)

Commitment No.: 251672
File No.: 251672

to a right-of-way marker; thence on a curve to the left in a Southeasterly direction having a radius of 603.69 feet and a chord bearing and distance of South 17 degrees 15 minutes 48 seconds East 320.89 feet; thence South 02 degrees 30 minutes 45 seconds West 158.78 feet to a point on the Northwest right-of-way of Highway "C"; thence on said Northwest right-of-way as follows: thence on a curve to the left in a Southwesterly direction having a radius of 602.96 feet and a chord bearing and distance of South 32 degrees 39 minutes 18 seconds West 34.21 feet; thence South 30 degrees 22 minutes 20 seconds West 728.89 feet to an iron rod on the South line of said Section 28; thence South 89 degrees 07 minutes 13 seconds West on said South line for a distance of 896.56 feet to the point of beginning, containing 121.38 acres, more or less, according to survey executed by Wunderlich Surveying & Engineering Inc. on December 29, 2020.

First American Title Insurance Company

By: Kathren Finch
Touchstone Title & Abstract

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**SCHEDULE B, PART I - Requirements**

Commitment No.: 251672
File No.: 251672

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Deed of Trust to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Furnish for examination an authentic copy of the Eckelkamp Joint Revocable Trust U/A December 17, 2019 or Declaration of Trust and any Amendments or Revocation thereto. We reserve the right to make any additional requirements we may deem necessary.
6. Trustee's Deed to be executed by Wendell J. Eckelkamp and Deborah J. Eckelkamp, Trustees of the Eckelkamp Joint Revocable Trust U/A December 17, 2019, as grantor to TO BE DETERMINED, as grantee.

NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.

7. Payment of the 2025 Real Estate taxes in the amount of \$40.57; delinquent after December 31, 2025. (37.5 acres)
8. Payment of the 2025 Real Estate taxes in the amount of \$73.67; delinquent after December 31, 2025. (84.7 acres)
9. Provide this Company with a properly executed and completed Owner's Affidavit.
10. If there has been construction, improvements or repairs to or on the property in the past 12 months, or a portion or all of the loan proceeds will be used for such, then unrecorded mechanics lien coverage will not be furnished unless arrangements are made prior to closing.
11. Minimum Standards for Property Boundary Surveys and that the survey to accurately reflects all improvements, including fences, and easements, both recorded and visible unrecorded.
12. NOTE: In addition to the above, the following information must be furnished this Company.

- (1) Proof of payment of unpaid assessments or charges for sewer services, if any.
- (2) Proof of payment of unpaid assessments by trustees of said subdivision, if any.
- (3) Proof of payment of unpaid General or Special Taxes by any taxing authority, if any.
- (4) Proof of payment of delinquent real estate taxes, if any.

Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be read carefully.

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SCHEDULE B
(Continued)

Commitment No.: 251672
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If there is a transfer of title, a Certificate of Value executed by the Grantee(s) must be submitted with all deeds and instruments transferring title.

CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by this Company, we require all monies due from the purchase to be in the form of a Cashier's Check, Certified Check or Wire Transfer. If the sale proceeds of any "payoffs" pursuant to the closing require "Good Funds" then monies by us for such must be by bank or wire transfer.

The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire" we cannot accept financial responsibility for delays in the clearing of funds.

13. NOTE: If any requirements shown on Schedule B-Section 1 of this Commitment are not complied with, then the requirements or the matters constituting the requirement will be shown as an exception or exceptions on the Policy or Policies provided the Company elects to issue such Policy or Policies.

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SCHEDULE B
(Continued)

Commitment No.: 251672
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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. The lien of the General Taxes for the year 2025 and thereafter.
8. NOTE: For informational purposes only, we submit the following tax figures, property address, if known. We assume no liability for the correctness of same. Based upon information provided us by the public authorities.

Based upon 2025 figures

Tax I.D. No.: 15-8-28.0-0-000-035.000 (36.5 acres)

Tax Account No.: 868508

Assessed Value: \$726.00 (agricultural)

2025 Tax Amount: \$40.57 NOW DUE & PAYABLE

2024 Real Estate Taxes and prior years are paid.

Based upon 2025 figures

Tax I.D. No.: 15-9-29.0-0-000-017.000 (84.7 acres)

Tax Account No.: 868620

Assessed Value: \$1,345.00 (agricultural)

2025 Tax Amount: \$73.67 NOW DUE & PAYABLE

2024 Real Estate Taxes and prior years are paid.

9. Charges and assessments by Trustees of said Subdivision, sewer service charges, sewer lateral charges, sewer maintenance charges, roadway maintenance assessments, neighborhood improvement district charges and/or public water supply district charges and assessments, if any.

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SCHEDULE B
(Continued)

Commitment No.: 251672
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10. Tenancy rights, either as month to month or by virtue of written lease of any party now in possession of the premises in question.
11. Easement granted to Missouri Power and Light Company, according to instrument recorded in Book 164 Page 214.
12. Right of Way granted to State of Missouri for highway purposes, and drainage ditch easement, according to instrument recorded in Book 217 Page 394.
13. Easement granted to Union Electric Company, according to instrument recorded in Document No. 2004271 and re-recorded in Document No. 2201461.
14. Any reference to acreage content of the premises in question is shown as it appears of record (or on survey) and is shown for informational purposes only. No representation as to the accuracy thereof is assured hereunder.
15. Loss or damage to the insured as a result of the legal description of the premises in question being ambiguous, erroneous or indefinite, or by reason of the inability to establish the location of same on the ground.
16. Terms and provisions of RSMO 137.082 which allows for re-assessment of new construction after the date of occupancy.

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