## 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

Sally F. Tyler, President

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; 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.: | 260725 |
| Issuing Office File No.: | 260725 |
| Property Address: | 17553 N. Outer 40 Rd., Chesterfield, MO 63005 |
| Revision No.: | 2 |

## SCHEDULE A

**1.** Commitment Date: November 2, 2026 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: Save Gasoline Corp., a Missouri corporation.

**5.** The Land is described as follows:

Lot 2 of 17553 N. Outer 40 Rd. Lot Split Plat in St. Louis County, Missouri, as shown on Survey prepared for Save Gasoline Corp., described as follows: A tract of land being part of Shares 5, 6 and 7 of the subdivision in Partition of the Peter Steffan Estate recorded in Book 80 Page 457, within U.S. Survey 126, Township 45 North, Range 4 East of the Fifth Principal Meridian, St. Louis County, Missouri, and being more particularly described as follows: Commencing at the Southwest corner of Lot 1 of Koester Acres as recorded in Plat Book 207 Page 1 of the St. Louis County Records; thence along the North right-of-way line of Interstate Highway 64, North 71 degrees 05 minutes 53 seconds West 1008.26 feet to a point on the East line of a tract of land described in Book 17745 Page 5575 of said records and being also the West line of the aforesaid Share 7; thence leaving the North right-of way line of Interstate Highway 64 and along the East line of said tract of land described in Book 17745 page 5575 and being also the West line of the said Share 7, North 00 degrees 47 minutes 52 seconds East 283.02 feet to the actual point of begriming of the tract of land described herein; thence continuing along the East line of said tract of land described in Book 17745 Page 5575 and being also the West line of the said Share 7, North 00 degrees 47 minutes 52 seconds East 2982.13 feet to the edge of water of the Missouri River as located during June of 2026; thence along the meanderings of the edge of water of the Missouri River as located during June of 2026; thence along the meanderings of the edge of water of the Missouri River as located during June of 2026 the following courses and distances: South 88 degrees 51 minutes 01 second East 98.31 feet, South 83 degrees 31 minutes 34 seconds East 195.18 feet, South 78 degrees 27 minutes 35 seconds East 468.66 feet and South 86 degrees 20 minutes 03 seconds East 193.12 feet to a point on the West line of Lot 2 of said Koester Acres; thence along the West line of said Lots 1 and 2 of said Koester Acres being also the East line of said Share 5, South 00 degrees 35 minutest 28 seconds West 3069.04 feet; thence leaving said West line of Lot 2 of said Koester Acres, North 84 degrees 20 minutes 58 seconds West 48.01 feet; thence North 81 degrees 23 minutes 17 seconds West 69.86 feet; thence North 78 degrees 51 minutes 23 seconds West 189.80 feet; thence North 77 degrees 39 minutes 58 seconds West 303.87 feet; thence North 75 degrees 19



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minutes 10 seconds West 184.22 feet; thence North 73 gees 01 minute 58 seconds West 183.87 feet to the point of beginning, and containing 66.4 acres, according to the Survey by Frazier Land Surveying during June and September of 2026.

**First American Title Insurance Company**

**By:** Kathren Finch

**Touchstone Title & Abstract**

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## SCHEDULE B, PART I - Requirements

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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. With respect to Save Gasoline Corp., a corporation:

a. a certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
b. A certified copy of a resolution of the Board of Directions authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

6. Warranty Deed to be executed by Save Gasoline Corp., a Missouri corporation, as grantor to TO BE DETERMINED, as grantee.

7. Payment of the 2026 Real Estate taxes in the amount of $214.05; delinquent after December 31, 2026.

8. Provide this Company with a properly executed and completed Owner's Affidavit.

9. 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.

10. Minimum Standards for Property Boundary Surveys and that the survey to accurately reflects all improvements, including fences, and easements, both recorded and visible unrecorded.

11. 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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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.

12. 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.

13. Effective March 1, 2026, the U. S. Department of Treasury's Financial Crimes Enforcement Network ("FinCEN") requires that a Real Estate Report ("FinCEN Report") be filed with FinCEN for certain residential real estate transfers, including purchases with all cash or without institutional lender financing, where at least one buyer or transferee is a legal entity, limited liability company, corporation, partnership, trust, trustee or other non-natural person. If the proposed transaction involves a reportable transfer, the buyer(s) and seller(s) must, prior to closing, provide all information and documentation necessary to complete and file the FinCEN Report. If the required information is not fully and timely provided, expressly reserves the right to withdraw as the settlement agent for the transaction. Additional information regarding FinCEN's reporting requirements is available at www.fincen.gov/rre.



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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 2026 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 2026 figures
   Tax I.D. No.: 17U530060
   Assessed Value: $3,040.00
   2026 Tax Amount: $214.05 NOW DUE & PAYABLE
   2025 Real Estate Taxes and prior years are paid.

9. The lien of the City of Chesterfield general and special taxes.

10. Monarch-Chesterfield Levy District assessments, if any.

11. 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.

12. Tenancy rights, either as month to month or by virtue of written lease of any party now in possession of the premises in question.

13. Permanent Easement Deed granted to the Monarch-Chesterfield Levee District, according to instrument recorded in Book 13618 Page 2141.



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14. Permanent Water Easement granted to Public Water Supply District No. 2 of St. Charles County, according to Report of Commissioners recorded in Book 12008 Page 1591.
15. Permanent Hiking, Biking and Walking Trail Easement Agreement with the City of Chesterfield, according to instrument recorded in Book 17401 Page 2673.
16. 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.
17. Decrease in area, if any, of the premises in question by erosion and the consequences of any future change in the location of the Missouri River.
18. Any inconsistencies in the boundaries of the insured land created by accretions, avulsions, relictions or the meanderings of the Missouri River.
19. No title is or will be insured to any Land lying below the present or former high water line of Missouri River.
20. Consequences of one or more boundaries of the Land referring to a river, creek, stream or any other water boundary, including, but not limited to: Decrease in area, if any, of the Land by erosion and/or the consequences of any past or future change in the location of any river, creek, or channel which affects the Land.
21. Terms and provisions of RSMO 137.082 which allows for re-assessment of new construction after the date of occupancy.



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