### ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC NATIONAL TITLE INS. CO.

#### 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 Ins. Co., (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.

Pike County Title Company

i Hart

By: Kenzie Hart Title: Closing Agent

#### **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY** A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607 (612) 371-1111 www.oldrepublictitle.com

By President Attest

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Ins. Co.. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

### **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; 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 is not 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 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 Exceptions 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 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

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.

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#### 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. Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:Pike County Title CompanyIssuing Office:215 W. Church Street, Bowling Green, MO 63334Issuing Office's ALTA® Registry ID:1091109Loan ID No.:2025038750Issuing Office File No.:2025038750Property Address:Hwy 79, 14009 Pike 245, Pike 245, Clarksville, MO 63336

### SCHEDULE A COMMITMENT

- 1. Commitment Date: March 19, 2025 at 08:00 AM
- 2. Policy to be issued:
  - ALTA Owners Policy (07/01/21)
     Proposed Insured: TO BE DETERMINED
     Proposed Amount of Insurance: TBD
     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:

Drew B. Griffith and Lisa L. Griffith

5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

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### SCHEDULE B I COMMITMENT

### REQUIREMENTS

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.
  - a. Warranty Deed from Drew B. Griffith, a single man; and Lisa L. Griffith, a married woman, to TO BE DETERMINED.
- 5. Notice: 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.
- 6. Pursuant to §381.412 RSMo., effective August 28, 1996, real estate settlement funds must be in the form of a cashier's check, certified check, teller's check or wire transfer. If this company is preparing a HUD1 Settlement Statement in connection with this commitment, we must receive figures at least 24 hours in advance of closing.
- 7. Execute and return to this Company the Affidavit by Owner. If any problems are disclosed by said Affidavit or it is not properly executed, this Company reserves the right to make additional requirements and/or exceptions.

For informational purposes only, we submit the following tax information. We assume no liability for the correctness of same. Tax locator #12-01-01-000-000-008.000 2024 Assessed Value: \$740.00 2024 County Tax: \$44.23 - PAID Situs: 84 ac., Highway 79, Clarksville, MO 63336

Tax locator #12-01-02-000-000-007.000 2024 Assessed Value: \$14,670.00 2024 County Tax: \$876.87 - PAID Situs: 133.47 ac., 14009 Pike 245, Clarksville, MO 63336

Tax locator #12-01-02-000-000-007.010 2024 Assessed Value: \$1,300.00 2024 County Tax: \$81.64 - PAID Situs: 29.7 ac., Pike 245, Clarksville, MO 63336

SUBJECT PROPERTY IS A PORTION OF THE ABOVE TRACTS.

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# SCHEDULE B I

(Continued)

Consequences of any allegation or determination that the transfer to the insured is a preference, fraudulent transfer or otherwise avoidable, under bankruptcy or insolvency laws. (Note: No search has been made in the Federal Courts or Bankruptcy Courts for pending bankruptcy proceedings.)

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### SCHEDULE B II COMMITMENT

#### EXCEPTIONS FROM COVERAGE

Commitment No.: 2025038750

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.

#### **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) General taxes for the year 2025 and thereafter , none now due and payable.
- 3. Title to and easements in that portion of the Land within Pike 245 or its right of way. (Parcel Nos. 12-01-02-000-000-007.010 and 12-01-02-000-007.000)
- 4. Easement to Public Water Supply District #1 of Pike County, Missouri recorded in Book Page 7751, Pike County Deed Records. (Blanketed on all 3 parcels)
- 5. Terms and provisions of Right of Way to the County of Pike for bridge construction and maintenants recorded in Book 325 Page 7168, Pike County Deed Records. (Blanketed on property in the S 1/2 Section 2, Parcel Nos. 12-01-02-000-007.010 and 12-01-02-000-007.000)
- 6. Changes in the land due to accretion, avulsion, reliction or meandering of the Little Calumet Creek. Rights of the United States, State of Missouri and the public in and to the navigable servitudes of the Little Calumet Creek. Land lying below the normal high water mark of the Little Calumet Creek.
- 7. Riparian rights are neither guaranteed nor insured. Rights of the upper and lower riparian owners to the free and unobstructed flow of water.

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# SCHEDULE B - PART II

(Continued)

- 8. Any Riparian Rights, and any claims or rights of third parties under State or Federal Law, in, or for access to the bank bed, or waters of the body of water abutting the real estate described herein, and Riparian Rights incident to the said property described herein.
- 9. 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 the stream of the River as it is located at the date hereof.
- 10. Boundary Survey performed by Jason D. Janes, P.L.S. #2004017826-Missouri as Janes Surveying, Inc. Project No. 2025-009132 dated 04/17/2025.
- 11. Such matters as may arise as a result of a 3' gap between a fence and the east boundary of subject property, as shown on the above survey.

WE RESERVE THE RIGHT OF REVISION OF THE SCHEDULES OF THIS COMMITMENT WHEN THE IDENTITY OF THE BUYER(S) HAS BEEN MADE KNOWN.

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### **EXHIBIT A**

The land referred to in this Commitment is described as follows:

A TRACT OF LAND LYING IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 1 AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 53 NORTH, RANGE 1 WEST, PIKE COUNTY, MISSOURI AND BEING MORE FULLY DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT A FOUND STONE MARKING THE QUARTER CORNER COMMON TO SAID SECTIONS 1 & 2; THENCE NORTH 85 DEGREES, 24 MINUTES AND 21 SECONDS EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 1 A DISTANCE OF 1351.01 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 1, FROM WHICH A FOUND 5/8" IRON PIN BEARS SOUTH 85 DEGREES, 24 MINUTES AND 21 SECONDS WEST 10.00 FEET; THENCE SOUTH 00 DEGREES, 07 MINUTES AND 09 SECONDS EAST LEAVING SAID EAST-WEST CENTERLINE AND ALONG THE EAST LINE OF SAID WEST HALF 1513.07 FEET TO A 5/8" IRON PIN; THENCE SOUTH 89 DEGREES, 52 MINUTES AND 51 SECONDS WEST LEAVING SAID EAST LINE 3233.80 FEET TO A 5/8" IRON PIN; THENCE NORTH 06 DEGREES, 04 MINUTES AND 56 SECONDS EAST 24.64 FEET TO A 5/8" IRON PIN; THENCE NORTH 14 DEGREES, 08 MINUTES AND 57 SECONDS EAST 518.11 FEET TO A 5/8" IRON PIN; THENCE SOUTH 52 DEGREES, 50 MINUTES AND 23 SECONDS WEST 127.00 FEET TO A 5/8" IRON PIN; THENCE SOUTH 59 DEGREES, 28 MINUTES AND 03 SECONDS WEST 152.44 FEET TO A 5/8" IRON PIN; THENCE SOUTH 47 DEGREES, 50 MINUTES AND 18 SECONDS WEST 88.87 FEET TO A 5/8" IRON PIN: THENCE SOUTH 32 DEGREES, 29 MINUTES AND 15 SECONDS WEST 222.77 FEET TO A THE CENTERLINE OF LITTLE CALUMET CREEK, FROM WHICH A 5/8" IRON PIN BEARS NORTH 32 DEGREES. 29 MINUTES AND 15 SECONDS EAST 30.00 FEET; THENCE SOUTH 15 DEGREES, 39 MINUTES AND 58 SECONDS EAST ALONG SAID CENTERLINE 113.31 FEET; THENCE SOUTH 09 DEGREES, 21 MINUTES AND 22 SECONDS WEST ALONG SAID CENTERLINE 72.88 FEET; THENCE SOUTH 45 DEGREES, 42 MINUTES AND 46 SECONDS WEST ALONG SAID CENTERLINE 217.56 FEET; THENCE SOUTH 20 DEGREES, 26 MINUTES AND 28 SECONDS WEST ALONG SAID CENTERLINE 172.75 FEET; THENCE SOUTH 62 DEGREES, 05 MINUTES AND 54 SECONDS WEST ALONG SAID CENTERLINE 317.30 FEET TO THE NORTH-SOUTH CENTERLINE OF SAID SECTION 2, FROM WHICH A 5/8" IRON PIN BEARS NORTH 00 DEGREES, 22 MINUTES AND 36 SECONDS WEST 40.00 FEET; THENCE NORTH 00 DEGREES, 22 MINUTES AND 36 SECONDS WEST LEAVING SAID CREEK CENTERLINE AND ALONG SAID NORTH-SOUTH CENTERLINE AND ALONG PIKE COUNTY ROUTE #245 A DISTANCE OF 1918.11 FEET TO A 5/8" IRON PIN MARKING THE CENTER OF SAID SECTION 2: THENCE NORTH 89 DEGREES, 45 MINUTES AND 00 SECONDS EAST LEAVING SAID NORTH-SOUTH CENTERLINE AND SAID COUNTY ROUTE AND ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 2 A DISTANCE OF 2663.51 FEET TO THE POINT OF BEGINNING, CONTAINING 132.0 ACRES, MORE OR LESS, WITH THE ABOVE DESCRIBED BEING SUBJECT TO THAT PORTION NOW BEING USED FOR PUBLIC ROAD PURPOSES AND SUBJECT TO OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR NOT OF RECORD, IF ANY. AS PER SURVEY #2025-009132 OF JASON D. JANES. MISSOURI PROFESSIONAL LAND SURVEYOR #2004017826 DURING APRIL OF 2025.

ALONG WITH A 30.00 FEET WIDE ROADWAY & UTILITY EASEMENT LYING IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 53 NORTH, RANGE 1 WEST, PIKE COUNTY, MISSOURI AND LYING 15.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED LINE TO-WIT:

COMMENCING AT A THE SOUTH QUARTER CORNER OF SAID SECTION 2; THENCE SOUTH 89 DEGREES, 24 MINUTES AND 49 SECONDS EAST 653.19 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 35 DEGREES, 41 MINUTES AND 18 SECONDS EAST 49.93 FEET; THENCE NORTH 16 DEGREES, 44 MINUTES AND 13 SECONDS EAST 64.43 FEET; THENCE NORTH 76 DEGREES, 08 MINUTES AND 12 SECONDS WEST 143.83 FEET; THENCE NORTH 59 DEGREES, 51 MINUTES AND 14 SECONDS WEST 31.45 FEET; THENCE NORTH 38 DEGREES, 47 MINUTES AND 35 SECONDS WEST 30.04 FEET; THENCE NORTH 07 DEGREES, 37 MINUTES AND 41 SECONDS WEST 30.77 FEET; THENCE NORTH 17 DEGREES, 36 MINUTES AND 52 SECONDS EAST 296.59 FEET; THENCE NORTH 23 DEGREES, 40 MINUTES AND 40 SECONDS WEST 41.70 FEET; THENCE NORTH 62 DEGREES, 14 MINUTES AND 08 SECONDS WEST 142.69 FEET; THENCE NORTH 11 DEGREES, 39 MINUTES AND 40 SECONDS EAST 52.13 FEET; THENCE SOUTH 74 DEGREES, 30 MINUTES AND 53 SECONDS EAST 193.08 FEET; THENCE NORTH 79 DEGREES, 33 MINUTES AND 35 SECONDS EAST 66.89 FEET; THENCE NORTH 30 DEGREES, 02 MINUTES AND 15 SECONDS EAST 34.23 FEET; THENCE NORTH 09 DEGREES, 57 MINUTES AND 41

#### EXHIBIT A (Continued)

SECONDS EAST 351.85 FEET; THENCE NORTH 17 DEGREES, 50 MINUTES AND 10 SECONDS WEST 135.31 FEET; THENCE NORTH 07 DEGREES, 21 MINUTES AND 22 SECONDS WEST 34.19 FEET; THENCE NORTH 06 DEGREES, 04 MINUTES AND 56 SECONDS EAST 89.33 FEET TO THE POINT OF TERMINATION OF SAID LINE. AS PER SURVEY #2025-009132 OF JASON D. JANES, MISSOURI PROFESSIONAL LAND SURVEYOR #2004017826 DURING APRIL OF 2025.

# <u> Pike County Title Company – Privacy Policy</u>

# We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

# Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

# **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- \* Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- \* Information about your transactions with us, our affiliated companies, or others; and
- \* Information we receive from a consumer-reporting agency.

# Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

# **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

# Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

# \*\*\*\*\*\* \* OL<u>D REPUBLIC TITLE</u> \*\*\*\*

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.
What?	<ul> <li>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</li> <li>Social Security number and employment information</li> <li>Mortgage rates and payments and account balances</li> <li>Checking account information and wire transfer instructions</li> <li>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</li> </ul>
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?
<b>For our everyday business purposes -</b> 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 www.oldrepublictitle.com (Contact Us)		

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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 <u>https://www.oldrepublictitle.com/privacy-policy</u> .					
How does Old Republic Title collect my personal information?	<ul> <li>We collect your personal information, for example, when you:</li> <li>Give us your contact information or show your driver's license</li> <li>Show your government-issued ID or provide your mortgage information</li> <li>Make a wire transfer</li> <li>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</li> </ul>					
Why can't I limit all sharing?	<ul> <li>Federal law gives you the right to limit only:</li> <li>Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>Affiliates from using your information to market to you</li> <li>Sharing for non-affiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.</li> </ul>					
Definitions						
Affiliates	<ul> <li>Companies related by common ownership or control. They can be financial and nonfinancial companies.</li> <li>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., and Mississippi Valley Title Services Company.</li> </ul>					
Non-affiliates	<ul> <li>Companies not related by common ownership or control. They can be financial and non-financial companies.</li> <li>Old Republic Title does not share with non-affiliates so they can market to you</li> </ul>					
Joint marketing	<ul> <li>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</li> <li>Old Republic Title doesn't jointly market.</li> </ul>					

Affiliates Who May be Delivering This Notice						
American First Title and Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC		
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company		
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.		
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company		
Old Republic Title Company of Conroe	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 Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.	Republic Abstract and Settlement, LLC		
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC				