

*Transaction Identification Data for reference only:*

Issuing Agent: Boone-Central Title Company  
Issuing Office: 601 E. Broadway, Ste. 102  
Issuing Office's ALTA Registry ID: 1001489  
Loan ID Number:  
Commitment Number:  
Issuing Office File Number: 2039826  
Property Address: Lot 110 Silver Mill Dr. Columbia, MO 65202  
Revision Number: \_\_\_\_\_

**COMMITMENT FOR TITLE INSURANCE**

Issued by  
*First American Title Insurance Company*

**SCHEDULE A**

1. Commitment Date: **March 16, 2020, 8:00 am**
  
2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy  
  
Proposed Insured: **City of Columbia, Missouri, a municipal corporation**  
  
Proposed Policy Amount: **\$90,000.00**
  
  - (b) 2006 ALTA® Loan Policy  
  
Proposed Insured: **, its successors and assigns as defined in Paragraph 1(e) of the Conditions and Stipulations of this Policy**  
**, its successors and assigns as defined in Paragraph 1(e) of the Conditions and Stipulations of the Policy**  
  
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:  
**Silvermill Park, LLC, a Missouri limited liability company**
  
5. The land referred to in this Commitment is described as follows:  
  
**SEE ATTACHED EXHIBIT "A"**

*This page is only a part of a 2016 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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**Boone-Central Title Company**

A handwritten signature in black ink, appearing to be 'K. H. B.', written over a horizontal line.

By:

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**Authorized Signatory**

**EXHIBIT "A"**

**Lot One Hundred Ten (110) of Cross Creek Plat One (1), a subdivision located in the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 39, Page 64, Records of Boone County, Missouri.**

**Lot One Hundred Eleven (111) of Cross Creek Plat One (1), a subdivision located in the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 39, Page 64, Records of Boone County, Missouri.**

**Lot One Hundred Twelve (112) of Cross Creek Plat One (1), a subdivision located in the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 39, Page 64, Records of Boone County, Missouri.**

**Lot Three Hundred One (301) of Cross Creek Plat One (1), a subdivision located in the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 39, Page 64, Records of Boone County, Missouri.**

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### SCHEDULE B, PART I 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.
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. 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. **Corrective Warranty Deed from Kuhlmann Farms, LLC to Silvermill Park, LLC.**
  - b. **Warranty Deed from Silvermill Park, LLC, a Missouri limited liability company to City of Columbia, Missouri, a municipal corporation.**

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## COMMITMENT FOR TITLE INSURANCE

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### SCHEDULE B PART II

#### **II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed to the satisfaction of the Company:**

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.
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 encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. 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.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. General taxes for the year 2020 and thereafter. Any Special Taxes are not at this date entered against said property on the books in the Clerk's Office for the County of Boone, State of Missouri.  
NONE NOW DUE AND PAYABLE
8. Minerals, both subsurface and surface substances, including but not limited to coal, oil, gas, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges and immunities related thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. (Applies to commitments issued on Agents National Title Insurance Company only)
9. Covenants and restrictions as shown by an instrument entitled "Declaration of Restrictions" recorded in Book 2803, Page 70, Records of Boone County, Missouri, but omitting any covenant,

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condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 usc 3604 (c) or any similar state statute or local ordinance, but providing, among other things, for assessments to be levied against the subject premises, which said assessments shall be liens thereon.

10. Terms and provisions of an instrument entitled "Cross Creek Development Agreement" dated July 20, 2005 and recorded in Book 2773, Page 31, Records of Boone County, Missouri.
11. Building lines and easements as shown by the plat of Cross Creek Plat One (1), a subdivision located in the City of Columbia, Boone County, Missouri, the plat of which is recorded in Plat Book 39, Page 64, Records of Boone County, Missouri.

Note: For information purposes only, we submit the following tax figure(s) and address(es). We assume no liability for correctness of same.

Taxes for the year 2019 Tax Amount \$808.35.

Tax Assessment Number: 11-908-00-02-002.00, 11-908-00-02-003.00,  
11-908-00-02-004.00 and 11-908-00-02-042.00

Property Address  
Lot 110 Silver Mill Dr.  
Columbia, MO 65202

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601 East Broadway, Suite 102  
Columbia, Missouri 65201  
573-442-0139  
573-874-7090 FAX  
www.boone-central.com

## **BOONE-CENTRAL TITLE COMPANY 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 Boone-Central Title Company.

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 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 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 that comply with

federal regulations to guard your nonpublic personal information.





*First American Title*™

## Privacy Notice

**Effective:** November 1, 2019

**Notice Last Updated:** November 1, 2019

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/indexhtml>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

**What Type Of Information Do We Collect About You?** We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

**How Do We Collect Your Information?** We collect your **personal** and **non-personal information**: (1) directly from you;

(2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

**How Do We Share Your Personal Information?** We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

**How Do We Secure Your Personal Information?** The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

**How Long Do We Keep Your Personal Information?** We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

**International Jurisdictions:** Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS,**

**OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

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### For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com).

**Right of Deletion.** You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com).

**Verification Process.** For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Right to Opt-Out.** We do not sell your personal information to third parties, and do not plan to do so in the future.

**Right of Non-Discrimination .** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Collection Notice.** The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected <b>personal information</b> include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties

Business  
Purpose for  
Collection

The business purposes for which we've collected **personal information** include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity

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Categories of  
Third Parties

Third parties with whom we've shared **personal information** include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service

*Categories of Personal Information We Have Sold In The Past Year* . We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

*Categories of Personal Information Disclosed For A Business Purpose In The Past Year*. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

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 <b><i>First American Title</i></b> <sup>™</sup>	Commitment for Title Insurance
	ISSUED BY
<b>Commitment</b>	

**FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

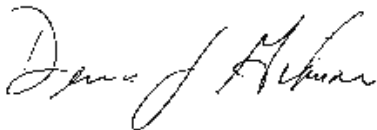
All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

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In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

*First American Title Insurance Company*



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

(This Commitment is valid only when Schedules A and B are attached)

**This jacket was created electronically and constitutes an original document**

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## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>. THIS PARAGRAPH DOES NOT APPLY IN THE STATE OF MISSOURI.*