Commitment No. 2021-1132

Transaction Identification Data for reference only:

Issuing Agent: Allied Capital Title, LLC Issuing Office: 208 W. Washington

Paris, IL 61944

Issuing Office's ALTA® Registry ID: Issuing Office File Number: 2021-1132 Property Address: Farm Land, IL

Revision Number: 2

2021-1132

SCHEDULE A

1. Commitment Date: May 18, 2021

2. Policy or Policies to be issued:

Proposed Policy Amount \$10,000.00

a. Owner's Policy:

Proposed Insured: Buyer TBD

b. Loan Policy:

Proposed Insured:

- 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:

Managing General Partner(s) of the Bledsoe Farm Management Family Limited Partnership

5. The Land is described as follows:

SEE ATTACHED EXHIBIT A

Allied Capital Title, LLC

By:

Authorized Signatory



Exhibit A Legal Description

(Tract 1) A tract of land being Part of the South Half of Section 34, Township 16 North, Range 13 West of the Second Principal Meridian, Edgar County, Illinois and being more particularly described as follows:

Commencing at a found "PK" nail, marking the East Quarter corner of said Section 34; thence along the East line of the Southeast Quarter of said Section 34, South 00 degrees 03 minutes 49 seconds East, 316.05 feet to the South right of way line of an existing railroad; thence along said South right of way line, South 89 degrees 28 minutes 55 seconds West, 1829.72 feet to a set iron rod marking the point of beginning of the tract of land described herein, from the point of beginning, thence leaving said South right of way line, South 00 degrees 27 minutes 45 seconds East, 616.22 feet to a set iron rod on the North right of way line of an existing railroad, thence along said North right of way line, South 48 degrees 25 minutes 34 seconds West, 1994.49 feet to a set iron rod; thence leaving said North right of way line, North 00 degrees 27 minutes 45 seconds West, 1926.19 feet to a set iron rod on the aforementioned South right of way line, thence along said South right of way line, North 89 degrees 28 minutes 55 seconds East, 1502.71 feet to the point of beginning, as referenced by Plat of Survey dated April 2, 2021 and recorded May 11, 2021 as Document No. 2021-00001031 made by Christopher T. Firof, Illinois Professional Land Surveyor No. 035-003838.

Situated in Edgar county, Illinois.



SCHEDULE B, Part I

Requirements

All of the following Requirements must be met:

- 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.
- 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) Deed from Managing General Partner(s) of the Bledsoe Farm Management Family Limited Partnership to Buyer TBD to be recorded in the Edgar County Recorder's Office, State of Illinois.
- Notice: Please be aware that 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. Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes effective 1-1-2010. This act places limitations upon our ability to accept certain types of deposits into escrow. Please consult with your closer regarding the application of this new law to your transaction.
- 7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois Notary Public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- 8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or the value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- 9. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and



this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.



SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXENT 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. Rights or claims of parties in possession not shown by Public Records.
- 2. 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.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. 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.
- 5. Taxes or special assessments which are not shown as existing liens by the Public Records.
- We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
- 7. 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.
- 8. Taxes and assessments for the year 2020 and all subsequent years are a lien but not yet due and payable.

Tax ID #: 15-02-34-400-003

Tax Year: 2019

First Installment of \$3,503.95 is Paid Second Installment of \$3,503.95 is Paid

Notes: Part of this parcel number



9. Tax ID #: 15-02-34-300-003

Tax Year: 2019

First Installment of \$867.54 is Paid Second Installment of \$867.54 is Paid

Notes: Part of Parcel Number

Taxes for the year(s) 2020 and 2021 are not yet due and payable.

- 10. Terms, provisions and conditions of an easement granted to People of the State of Illinois, dated January 26, 1928 and recorded June 11, 1928 Deed Book: 158 and Page: 133.
- 11. Terms, provisions and conditions of an easement granted to Central Illinois Public Service Company, dated January 22, 1996 and recorded February 20, 1996 as Document Number 96-0005666.
- 12. Terms, provisions and conditions of an easement granted to People of the State of Illinois, dated September 8, 1937 and recorded July 1, 1938 Deed Book: 158A and Page: 478.
- 13. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
- 14. The premises lie within the #1 of Young America Drainage District and the assessments thereunder are included in the Real Estate Taxes Exception set out above.
- 15. The public records do not show any means of ingress or egress to or from the land, and, by reason thereof, this commitment and our policy, if and when issued, should not be construed as insuring against any loss or damage by reason of lack of access to and from the land.
- 16. Rights of the public, the State of Illinois, the county, the township and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.
- 17. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.



18. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the leases.

Note for Information – Wire Instructions for Allied Capital Title, LLC as follows:

Bank: Busey Bank
ABA Routing Number: 071102568
Account Number: 100565670
File Number: 2021-1132



COMMITMENT CONDITIONS

1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I Requirements; 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(i) through 5(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and



- supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.



COMMITMENT FOR TITLE INSURANCE Issued by CHICAGO 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, Chicago Title Insurance Company, a company (the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 90 days* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



Proposed Policy Amount

Commitment No. 2021-1133

Transaction Identification Data for reference only:

Issuing Agent: Allied Capital Title, LLC Issuing Office: 208 W. Washington

Paris, IL 61944

Issuing Office's ALTA® Registry ID: Issuing Office File Number: 2021-1133 Property Address: Farm Land, IL

Revision Number: 1

2021-1133

SCHEDULE A

1. Commitment Date: May 18, 2021

2. Policy or Policies to be issued:

a. Owner's Policy: \$10,000.00

Proposed Insured: Buyer TBD

b. Loan Policy:Proposed Insured:

- 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:

Managing General Partner(s) of the Bledsoe Farm Management Family Limited Partnership

5. The Land is described as follows:

SEE ATTACHED EXHIBIT A

Allied Capital Title, LLC

Authorized Signatory



Exhibit A Legal Description

(Tract 2) A tract of land being Part of the South Half of Section 34, Township 16 North, Range 13 West of the Second Principal Meridian, Edgar County, Illinois and being more particularly described as follows:

Beginning at a found iron rod marking the North Quarter corner of Section 1, Township 15 North, Range 13 West of the Second Principal Meridian, Edgar County, Illinois; thence along the South line of said South Half, South 89 degrees 57 minutes 08 seconds West, 2235.42 feet; thence North 00 degrees 27 minutes 45 seconds West, 319.21 feet to a set iron rod on the South right of way line of an existing railroad; thence along said South right of way line, North 48 degrees 25 minutes 34 seconds East, 2718.39 feet to a set iron rod; thence leaving said South right of way line, North 89 degrees 15 minutes 43 seconds East, 1282.83 feet to the East line of said South Half; thence along said East line, South 00 degrees 03 minutes 49 seconds East, 2137.44 feet to a set mag spike marking the Southeast corner of said Section 34; thence along the South line of said South Half, South 89 degrees 59 minutes 00 seconds, 1080.73 feet to the point of beginning, as referenced by Plat of Survey dated April 2, 2021 and recorded May 11, 2021 as Document No. 2021-00001031 made by Christopher T. Firof, Illinois Professional Land Surveyor No. 035-003838.

Situated in Edgar County, Illinois.



SCHEDULE B, Part I

Requirements

All of the following Requirements must be met:

- 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.
- 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) Deed from Managing General Partner(s) of the Bledsoe Farm Management Family Limited Partnership to Buyer TBD to be recorded in the amount of \$10,000.00 in the Land Records of Edgar, State of Illinois.
- Notice: Please be aware that 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. Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes effective 1-1-2010. This act places limitations upon our ability to accept certain types of deposits into escrow. Please consult with your closer regarding the application of this new law to your transaction.
- 7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois Notary Public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- 8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or the value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- 9. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and



this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.



SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXENT 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. Rights or claims of parties in possession not shown by Public Records.
- 2. 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.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. 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.
- 5. Taxes or special assessments which are not shown as existing liens by the Public Records.
- We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
- 7. 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.
- 8. Taxes and assessments for the year 2020 and all subsequent years are a lien but not yet due and payable.

Tax ID #: 15-02-34-400-003

Tax Year: 2019

First Installment of \$3,503.95 is Paid Second Installment of \$3,503.95 is Paid Notes: Part of this parcel number.



9. Tax ID #: 15-02-34-300-003

Tax Year: 2019

First Installment of \$867.54 is Paid Second Installment of \$867.54 is Paid Notes: Part of this parcel number.

Taxes for the year(s) 2020 and 2021 are not yet due and payable.

- 10. Terms, provisions and conditions of an easement granted to People of the State of Illinois, dated January 26, 1928 and recorded June 11, 1928 Deed Book: 158 and Page: 133.
- 11. Terms, provisions and conditions of an easement granted to People of the State of Illinois, dated September 8, 1937 and recorded July 1, 1938 Deed Book: 158A and Page: 478.
- 12. Terms, provisions and conditions of an easement granted to Central Illinois Public Service Company, dated January 22, 1996 and recorded February 20, 1996 as Document Number 96-0005666.
- 13. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
- 14. The premises lie within the #1 of Young America Drainage District and the assessments thereunder are included in the Real Estate Taxes Exception set out above.
- 15. Resolution adopted by the Edgar County Board of Supervisors on February 6, 1974, establishing a minimum setback distance (from the centerline) of 100 feet from State Highways, 85 feet from County Highways, 70 feet from Road District (Township) Highways, and 55 feet from any street within a subdivision, to be used by the people of unincorporated areas of Edgar County when constructing future improvements adjacent to the various classes of public streets and highways.
- 16. Rights of the public, the State of Illinois, the county, the township and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.
- 17. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.



18. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the leases.

Note for Information – Wire Instructions for Allied Capital Title, LLC as follows:

Bank: Busey Bank
ABA Routing Number: 071102568
Account Number: 100565670
File Number: 2021-1133



COMMITMENT CONDITIONS

1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I Requirements; 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(i) through 5(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and



supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.



COMMITMENT FOR TITLE INSURANCE Issued by CHICAGO 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, Chicago Title Insurance Company, a company (the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 90 days* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



Proposed Policy Amount

\$10,000.00

Commitment No. 2021-1134

Transaction Identification Data for reference only:

Issuing Agent: Allied Capital Title, LLC Issuing Office: 208 W. Washington

Paris, IL 61944

Issuing Office's ALTA® Registry ID: Issuing Office File Number: 2021-1134 Property Address: Farm Land, IL

Revision Number: 1

2021-1134

SCHEDULE A

1. Commitment Date: May 25, 2021

2. Policy or Policies to be issued:

a. Owner's Policy:

Proposed Insured: Buyer TBD

b. Loan Policy:Proposed Insured:

- 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:

Managing General Partner(s) of the Bledsoe Farm Management Family Limited Partnership

Walter A. Bledsoe, III, as trustee under the Walter A. Bledsoe, Jr. Descendants' Trust F/B/O Walter A. Bledsoe, III U/T/A February 27, 2013

Kimberly E. Asmundson, as trustee under the Walter A. Bledsoe, Jr. Descendants' Trust F/B/O Kimberly E. Asmundson U/T/A February 27, 2013

Katherine B. Slack n/k/a Katherine B. Kunz, as trustee under the Walter A. Bledsoe, Jr. Descendants' Trust F/B/O Katherine B. Slack U/T/A February 27, 2013

5. The Land is described as follows:

SEE ATTACHED EXHIBIT A

Allied Capital Title, LLC

By:

Authorized Signatory



Exhibit A Legal Description

Tract 3: A tract of land being the West Half of the Northeast Quarter of Section 6, Township 15 North, Range 12 West of the Second Principal Meridian, as referenced by Plat of Survey dated April 2, 2021 and recorded .May 11, 2021 as Document No. 2021-00001031 made by Christopher T. Firof, Illinois Professional Land Surveyor No. 035-003838.

Situated in Edgar County, Illinois.



SCHEDULE B, Part I

Requirements

All of the following Requirements must be met:

- 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.
- 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) Deed from Managing General Partner(s) of the Bledsoe Farm Management Family Limited Partnership and Walter A. Bledsoe, III, as trustee under the Walter A. Bledsoe, Jr. Descendants' Trust F/B/O Walter A. Bledsoe, III U/T/A February 27, 2013 and Kimberly E. Asmundson, as trustee under the Walter A. Bledsoe, Jr. Descendants' Trust F/B/O Kimberly E. Asmundson U/T/A February 27, 2013 and Katherine B. Slack n/k/a Katherine B. Kunz, as trustee under the Walter A. Bledsoe, Jr. Descendants' Trust F/B/O Katherine B. Slack U/T/A February 27, 2013 to Buyer TBD to be recorded in the Edgar County Recorder's Office, State of Illinois.
- 5. Notice: Please be aware that 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. Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes effective 1-1-2010. This act places limitations upon our ability to accept certain types of deposits into escrow. Please consult with your closer regarding the application of this new law to your transaction.
- 7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois Notary Public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- 8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect



- the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or the value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- 9. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
- 10. Allied Capital Title, LLC should be furnished with a statement in writing that there have been no changes made in the Trust Agreement, etc. The company reserves the right to add additional items or make further requirements after review of the requested documentation.



SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXENT 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. Rights or claims of parties in possession not shown by Public Records.
- 2. 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.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. 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.
- 5. Taxes or special assessments which are not shown as existing liens by the Public Records.
- We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
- 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.
- 8. Taxes and assessments for the year 2020 and all subsequent years are a lien but not yet due and payable.

Tax ID #: 12-08-06-200-001

Tax Year: 2019

First Installment of \$1,718.68 is Paid Second Installment of \$1,718.68 is Paid



Taxes for the year(s) 2020 and 2021 are not yet due and payable.

- Terms, provisions and conditions of a right of way to Panhandle Illinois Pipe Line Company, dated January 2, 1931 and recorded April 24, 1931 in Book 7 page 569.
- 10. Terms, provisions and conditions of a right of way grant to Panhandle Eastern Pipe Line Company, dated May 16, 1950 and recorded August 10, 1950 in Book 17 page 404.
- 11. Terms, provisions and conditions of a right of way grant to Panhandle Eastern Pipe Line Company, dated August 8, 1963 and recorded September 1, 1963 in Book 4 page 192.
- 12. Terms, provisions and conditions of an easement granted to General Telephone of Illinois, dated February 1, 1973 and recorded March 5, 1973 in Book 8 page 538.
- 13. Terms, provisions and conditions of a pipeline easement granted to Rockies Express Pipeline LLC recorded June 12, 2008 as Document Number 200800001710.
- 14. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
- 15. Allied Capital Title, LLC should be furnished with a statement in writing that there have been no changes made in the Trust Agreement, etc. The company reserves the right to add additional items or make further requirements after review of the requested documentation.
- 16. The premises lie within the #2 of Young American Drainage District and the assessments thereunder are included in the Real Estate Taxes Exception set out above.
- 17. Resolution adopted by the Edgar County Board of Supervisors on February 6, 1974, establishing a minimum setback distance (from the centerline) of 100 feet from State Highways, 85 feet from County Highways, 70 feet from Road District (Township) Highways, and 55 feet from any street within a subdivision, to be used by the people of unincorporated areas of Edgar County when constructing future improvements adjacent to the various classes of public streets and highways.
- 18. Rights of the public, the State of Illinois, the county, the township and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.



19. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.

Note for Information – Wire Instructions for Allied Capital Title, LLC as follows:

Bank: Busey Bank
ABA Routing Number: 071102568
Account Number: 100565670
File Number: 2021-1134



COMMITMENT CONDITIONS

1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I Requirements; 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(i) through 5(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and



- supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.



COMMITMENT FOR TITLE INSURANCE Issued by CHICAGO 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, Chicago Title Insurance Company, a company (the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 90 days* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



Proposed Policy Amount

\$10,000.00

Commitment No. 2021-1136

Transaction Identification Data for reference only:

Issuing Agent: Allied Capital Title, LLC Issuing Office: 208 W. Washington

Paris, IL 61944

Issuing Office's ALTA® Registry ID: Issuing Office File Number: 2021-1136 Property Address: Farm Land, IL

Revision Number: 2

2021-1136

SCHEDULE A

1. Commitment Date: May 18, 2021

2. Policy or Policies to be issued:

a. Owner's Policy:

Proposed Insured: Buyer TBD

- b. Loan Policy:Proposed Insured:
- 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:

Managing General Partner of the Bledsoe Farm Management Family Limited Partnership

Walter A. Bledsoe, III, as Trustee under the Walter A. Bledsoe, Jr. Descendants' Trust f/b/o Walter A. Bledsoe, III u/t/a February 27, 2013

Kimberly E. Asmundson, as Trustee under the Walter A. Bledsoe, Jr. Descendants' Trust f/b/o Kimberly E. Asmundson u/t/a February 27, 2013

Katherine B. Slack n/k/a Katherine B. Kunz, as Trustee under the Walter A. Bledsoe, Jr. Descendants' Trust f/b/o Katherine B. Slack u/t/a February 27, 2013

5. The Land is described as follows:

SEE ATTACHED EXHIBIT A

Allied Capital Title, LLC

By:

Authorized Signatory



Exhibit A Legal Description

(TRACT 4) A tract of land being Part of the Northeast Quarter of Section 1, Township 15 North, Range 13 West of the Second Principal Meridian, Edgar County, Illinois and being more particularly described as follows:

Beginning at a found iron rod marking the North Quarter corner of said Section 1; thence along the North line of said Quarter, North 89 degrees 59 minutes 00 seconds East, 1501.09 feet; thence leaving said North line, South 01 degrees 00 minutes 35 seconds East, 1509.93 feet to a found iron rod; thence North 89 degrees 52 minutes 51 seconds East, 385.50 feet to the centerline of an existing canal; thence along said centerline, South 28 degrees 25 minutes 55 seconds West, 104.62 feet; thence South 19 degrees 29 minutes 24 seconds East, 645.47 feet; thence South 08 degrees 59 minutes 10 seconds West, 271.42 feet; thence South 41 degrees 00 minutes 34 seconds West, 285.78 feet; thence South 30 degrees 12 minutes 08 seconds West, 114.70 feet; thence South 00 degrees 48 minutes 03 seconds West, 230.33 feet to the South line of said Quarter; thence leaving said centerline, along said South line, North 89 degrees 53 minutes 43 seconds West, 1304.06 feet to a set mag spike marking the center Quarter Corner of said Section 1; thence leaving said South line along the West line of said Quarter North 01 degrees 00 minutes 29 seconds West, 3020.20 feet to the point of beginning, as shown by Plat of Survey dated April 2, 2021 and recorded May 11, 2021 as Document No. 2021-00001031 made by Christopher T. Firof, Illinois Professional Land Surveyor No. 035-003838. .

Situated in Edgar County, Illinois.



SCHEDULE B, Part I

Requirements

All of the following Requirements must be met:

- 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.
- 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) Deed from Managing General Partner of the Bledsoe Farm Management Family Limited Partnership and Walter A. Bledsoe, III, as Trustee under the Walter A. Bledsoe, Jr. Descendants' Trust f/b/o Walter A. Bledsoe, III u/t/a February 27, 2013 and Kimberly E. Asmundson, as Trustee under the Walter A. Bledsoe, Jr. Descendants' Trust f/b/o Kimberly E. Asmundson u/t/a February 27, 2013 and Katherine B. Slack n/k/a Katherine B. Kunz, as Trustee under the Walter A. Bledsoe, Jr. Descendants' Trust f/b/o Katherine B. Slack u/t/a February 27, 2013 to Buyer TBD to be recorded in the Edgar County Recorder's Office, State of Illinois.
- Notice: Please be aware that 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.
- Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes
 effective 1-1-2010. This act places limitations upon our ability to accept certain types of deposits
 into escrow. Please consult with your closer regarding the application of this new law to your
 transaction.
- 7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois Notary Public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- 8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect



- the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or the value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- Allied Capital Title, LLC should be furnished with a statement in writing that there have been no changes made in the Trust Agreement, etc. The company reserves the right to add additional items or make further requirements after review of the requested documentation.
- 10. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.



SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXENT 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. Rights or claims of parties in possession not shown by Public Records.
- 2. 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.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. 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.
- 5. Taxes or special assessments which are not shown as existing liens by the Public Records.
- We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
- 7. 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.
- 8. Taxes and assessments for the year 2020 and all subsequent years are a lien but not yet due and payable.

Tax ID #: 12-07-01-200-004

Tax Year: 2019

First Installment of \$452.19 is Paid Second Installment of \$452.19 is Paid



9. Tax ID #: 12-07-01-200-001

Tax Year: 2019

First Installment of \$2,541.51 is Paid Second Installment of \$2,541.51 is Paid

Notes: Part of this parcel number

Taxes for the year(s) 2020 and 2021 are not yet due and payable.

- 10. Terms, provisions and conditions of a Dedication of Right of Way granted to People of the State of Illinois, dated February 1, 1928 and recorded June 11, 1928 as Document Number Book: 158 and Page: 87. (Affects property in question and other property.)
- 11. Terms, provisions and conditions of an agreement granted to Panhandle Illinois Pipe Line Company, dated February 26, 1931 and recorded March 25, 1931 in Miscellaneous Book: 7 and Page: 522. (Affects property in question and other property.)
- 12. Terms, provisions and conditions of an easement granted to Panhandle Eastern Plpe Line Company, dated February 21, 1950 and recorded August 10, 1950 in Miscellaneous Book: 17 and Page: 402. (Affects property in question and other property.)
- 13. Terms, provisions and conditions of an easement granted to General Telephone Company of Illinois, its successors and assigns, dated February 7, 1958 and recorded April 30, 1958 Grants and Easements Book: 2 and Page: 41. (Affects property in question and other property.)
- 14. Terms, provisions and conditions of an easement granted to Panhandle Eastern Pipe Line Company, dated July 30, 1963 and recorded September 6, 1963 Grants and Easements Book: 4 and Page: 190. (Affects property in question and other property.)
- 15. Terms, provisions and conditions of an easement granted to Panhandle Eastern Pipe Line Company, dated May 25, 1965 and recorded June 9, 1965 Grants and Easements Book: 5 and Page: 55. (Affects property in question and other property.)
- 16. Terms, provisions and conditions of an easement granted to General Telephone Company of Illinois, its successors and assigns, dated March 30, 1972 and recorded April 26, 1972 Grants and Easements Book: 7 and Page: 559. (Affects property in question and other property.)
- 17. Terms, provisions and conditions of an easement granted to General Telephone Company of Illinois, its successors and assigns, dated February 14, 1973 and recorded March 5,



- 1973 Grants and Easements Book: 8 and Page: 539. (Affects property in question and other property.)
- 18. Terms, provisions and conditions of an easement granted to Verizon North, Inc., its successors and assigns, dated December 5, 2003 and recorded January 20, 2004 as Document Number 04-0000194. (Affects property in question and other property.)
- 19. Terms, provisions and conditions of an easement granted to Rockies Express Pipeline LLC, its successors and assigns, dated May 21, 2008 and recorded June 12, 2008 as Document Number 200800001709. (Affects property in question.)
- 20. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
- 21. Allied Capital Title, LLC should be furnished with a statement in writing that there have been no changes made in the Trust Agreement, etc. The company reserves the right to add additional items or make further requirements after review of the requested documentation.
- 22. The premises lie within the #6 of Shiloh Drainage District and the assessments thereunder are included in the Real Estate Taxes Exception set out above.
- 23. Resolution adopted by the Edgar County Board of Supervisors on February 6, 1974, establishing a minimum setback distance (from the centerline) of 100 feet from State Highways, 85 feet from County Highways, 70 feet from Road District (Township) Highways, and 55 feet from any street within a subdivision, to be used by the people of unincorporated areas of Edgar County when constructing future improvements adjacent to the various classes of public streets and highways.
- 24. Rights of the public, the State of Illinois, the county, the township and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.
- 25. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.
- 26. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the leases.



Note for Information – Wire Instructions for Allied Capital Title, LLC as follows:

Bank: Busey Bank
ABA Routing Number: 071102568
Account Number: 100565670
File Number: 2021-1136



COMMITMENT CONDITIONS

1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I Requirements; 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(i) through 5(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and



- supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.



COMMITMENT FOR TITLE INSURANCE Issued by CHICAGO 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, Chicago Title Insurance Company, a company (the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 90 days* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



Commitment No. 2021-1137

Transaction Identification Data for reference only:

Issuing Agent: Allied Capital Title, LLC Issuing Office: 208 W. Washington

Paris, IL 61944

Issuing Office's ALTA® Registry ID: Issuing Office File Number: 2021-1137 Property Address: Farm Land, IL

Revision Number: 2

2021-1137

SCHEDULE A

1. Commitment Date: May 26, 2021

2. Policy or Policies to be issued:

Proposed Policy Amount **\$10,000.00**

a. Owner's Policy:

Proposed Insured: **Buyer TBD**

b. Loan Policy:

Proposed Insured:

- 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:

Bledsoe Farm Management Family Limited Partnership

Walter A. Bledsoe, III, as trustee under the Walter A. Bledsoe, Jr. Descendant's Trust F/B/O Walter A. Bledsoe, III U/T/A February 27, 2013

Kimberly E. Asmundson, as Trustee under the Walter A. Bledsoe, Jr. Descendant's Trust F/B/O Kimberly E. Asmundson U/T/A February 27, 2013

Katherine B. Slack n/k/a Katherine B. Kunz, as Trustee under the Walter A. Bledsoe, Jr. Descendant's Trust F/B/O Katherine B. Slack U/T/A February 27, 2013

All as their interests may appear

5. The Land is described as follows:

SEE ATTACHED EXHIBIT A

Allied Capital Title, LLC

By:_______

Authorized Signatory



Exhibit A Legal Description

(Tract 5) A tract of land being part of the Northeast Quarter of Section 1, Township 15 North, Range 13 West of the Second Principal Meridian, Edgar County, Illinois and being more particularly described as follows:

Beginning at a found iron rod marking the East Quarter Corner of said Section 1; thence along the South line of said Quarter, North 89 degrees 53 minutes 43 seconds West, 1350.19 feet to the centerline of an existing canal; thence along said centerline, North 00 degrees 48 minutes 03 seconds East, 230.33 feet; thence North 30 degrees 12 minutes 08 seconds East, 114.70 feet; thence North 41 degrees 00 minutes 34 seconds East, 285.78 feet; thence North 08 degrees 59 minutes 10 seconds East, 271.42 feet; thence North 19 degrees 29 minutes 24 seconds East, 645.47 feet; thence North 28 degrees 25 minutes 55 seconds East, 104.62 feet; thence leaving said centerline, North 89 degrees 52 minutes 51 seconds East, 767.46 feet to the East line of said Quarter; thence along said East line, South 01 degrees 00 minutes 32 seconds East, 1517.96 feet to the point of beginning; as referenced by the Plat of Survey dated April 2, 2021 and recorded May 11, 2021 as Document No. 2021-00001031 by Christopher T. Firof, IPLS #035-003838; situated in Edgar County, Illinois.



SCHEDULE B, Part I

Requirements

All of the following Requirements must be met:

- 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.
- 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) Deed from Bledsoe Farm Management Family Limited Partnership and Walter A. Bledsoe, III, as trustee under the Walter A. Bledsoe, Jr. Descendant's Trust F/B/O Walter A. Bledsoe, III U/T/A February 27, 2013 and Kimberly E. Asmundson, as Trustee under the Walter A. Bledsoe, Jr. Descendant's Trust F/B/O Kimberly E. Asmundson U/T/A February 27, 2013 and Katherine B. Slack n/k/a Katherine B. Kunz, as Trustee under the Walter A. Bledsoe, Jr. Descendant's Trust F/B/O Katherine B. Slack U/T/A February 27, 2013 to Buyer TBD to be recorded in the Edgar County Recorder's Office, State of Illinois.
- Notice: Please be aware that 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.
- Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes
 effective 1-1-2010. This act places limitations upon our ability to accept certain types of deposits
 into escrow. Please consult with your closer regarding the application of this new law to your
 transaction.
- 7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois Notary Public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- 8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect



- the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or the value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- Allied Capital Title, LLC should be furnished with a statement in writing that there have been no changes made in the Trust Agreement, etc. The company reserves the right to add additional items or make further requirements after review of the requested documentation.
- 10. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.



SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXENT 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. Rights or claims of parties in possession not shown by Public Records.
- 2. 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.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. 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.
- 5. Taxes or special assessments which are not shown as existing liens by the Public Records.
- We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
- 7. 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.
- 8. Taxes and assessments for the year 2020 and all subsequent years are a lien but not yet due and payable.

Tax ID #: 12-07-01-200-001

Tax Year: 2019

First Installment of \$2,541.51 is Paid Second Installment of \$2,541.51 is Paid

Notes: Covers premises in question and other land



Shiloh Township Total Acres: 117.59 No Exemptions

9. Tax ID #: 12-07-01-200-001-80

Tax Year: 2019

First Installment of \$21.27 is Paid Second Installment of \$21.27 is Paid

Notes: Panhandle Eastern Pipleline Company

Leasehold - Pumping Station

Covers premises in question and other land

Taxes for the year(s) 2020 and 2021 are not yet due and payable.

- Terms, provisions and conditions of an easement granted to Panhandle Illinois Pipe Line Company, dated February 26, 1931 and recorded March 25, 1931 as Document Number in Book 7 page 522.
- 11. Terms, provisions and conditions of an easement granted to Panhandle EasternPipe Line Company, dated February 21, 1950 and recorded August 10, 1950 as Document Number in Book 17 page 402.
- 12. Terms, provisions and conditions of an easement granted to General Telephone Company of Illinois, dated February 7, 1958 and recorded April 30, 1958 as Document Number in Book 2 page 41.
- 13. Terms, provisions and conditions of an easement granted to Panhandle Easter Pipe Line Company, dated July 30, 1963 and recorded September 6, 1963 as Document Number in Book 4 page 190.
- 14. Terms, provisions and conditions of an easement granted to Eastern Pipe Line Company, dated May 25, 1965 and recorded June 9, 1965 as Document Number in Book 5 page 55.
- 15. Terms, provisions and conditions of an easement granted to General Telephone Company of Illinois, dated March 30, 1972 and recorded April 26, 1972 as Document Number in Book 7 page 559.



- 16. Terms, provisions and conditions of an easement granted to General Telephone Company of Illinois, dated February 14, 1973 and recorded March 5, 1973 as Document Number in Book 8 page 539.
- 17. Terms, provisions and conditions of an easement granted to Verizon North, Inc., dated October 5, 2003 and recorded January 20, 2004 as Document Number 04-0000194.
- 18. Terms, provisions and conditions of an easement granted to Rockies Express Pipeline, LLC, dated May 21, 2008 and recorded June 12, 2008 as Document Number 200800001709.
- 19. Resolution adopted by the Edgar County Board of Supervisors on February 6, 1974, establishing a minimum setback distance (from the centerline) of 100 feet from State Highways, 85 feet from County Highways, 70 feet from Road District (Township) Highways, and 55 feet from any street within a subdivision, to be used by the people of unincorporated areas of Edgar County when constructing future improvements adjacent to the various classes of public streets and highways.
- 20. Rights of the public, the State of Illinois, the county, the township and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.
- 21. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.
- 22. Allied Capital Title, LLC should be furnished with a statement in writing that there have been no changes made in the Trust Agreement, etc. The company reserves the right to add additional items or make further requirements after review of the requested documentation.
- 23. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
- 24. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the leases.

Note for Information – Wire Instructions for Allied Capital Title, LLC as follows:

Bank: Busey Bank
ABA Routing Number: 071102568



Account Number: 100565670 File Number: 2021-1137



COMMITMENT CONDITIONS

1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I Requirements; 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(i) through 5(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and



- supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.



COMMITMENT FOR TITLE INSURANCE Issued by CHICAGO 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, Chicago Title Insurance Company, a company (the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 90 days* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



Proposed Policy Amount

Commitment No. 2021-1138

Transaction Identification Data for reference only:

Issuing Agent: Allied Capital Title, LLC Issuing Office: 208 W. Washington

Paris, IL 61944

Issuing Office's ALTA® Registry ID: Issuing Office File Number: 2021-1138 Property Address: Farm Land, IL

Revision Number: 1

2021-1138

SCHEDULE A

1. Commitment Date: March 29, 2021

Policy or Policies to be issued:a. Owner's Policy:

\$10,000.00

Proposed Insured: Buyer TBD

b. Loan Policy:Proposed Insured:

- 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:

The Bledsoe Farm Management Family Limited Partnership

5. The Land is described as follows:

SEE ATTACHED EXHIBIT A

Allied Capital Title, LLC

Authorized Signatory



Exhibit A Legal Description

(Tract 6) A tract of land being the Southwest Quarter of the Southeast Quarter of Section 1, Township 15 North, Range 13 West of the Second Principal Meridian, as referenced by Plat of Survey dated April 2, 2021 and recorded May 11, 2021 as Document No. 2021-00001031 made by Christopher T. Firof, Illinois Professional Land Surveyor No. 035-003838.

An undivided 1/3 interest in all coal underlying the surface of the Southwest Quarter of the Southeast Quarter of Section 1, Township 15 North, Range 13 West of the 2nd P.M.

Situated in Edgar County, Illinois.



SCHEDULE B, Part I

Requirements

All of the following Requirements must be met:

- 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.
- 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) Deed from The Bledsoe Farm Management Family Limited Partnership to Buyer TBD to be recorded in the Edgar County Recorder's Office, State of Illinois.
- Notice: Please be aware that 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.
- Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes
 effective 1-1-2010. This act places limitations upon our ability to accept certain types of deposits
 into escrow. Please consult with your closer regarding the application of this new law to your
 transaction.
- 7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois Notary Public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- 8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or the value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- 9. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership, and



this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.



SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXENT 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. Rights or claims of parties in possession not shown by Public Records.
- 2. 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.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. 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.
- 5. Taxes or special assessments which are not shown as existing liens by the Public Records.
- We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
- 7. 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.
- 8. Taxes and assessments for the year 2020 and all subsequent years are a lien but not yet due and payable.

Tax ID #: 12-07-01-400-002

Tax Year: 2019

First Installment of \$867.35 is Paid Second Installment of \$867.35 is Paid



Taxes for the year(s) 2020 and 2021 are not yet due and payable.

- 9. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
- 10. Terms, provisions and conditions of a Warranty Deed recorded in Deed Book 238, Page 429.
- 11. The premises lie within the 6 Drainage District and the assessments thereunder are included in the Real Estate Taxes Exception set out above.
- 12. Resolution adopted by the Edgar County Board of Supervisors on February 6, 1974, establishing a minimum setback distance (from the centerline) of 100 feet from State Highways, 85 feet from County Highways, 70 feet from Road District (Township) Highways, and 55 feet from any street within a subdivision, to be used by the people of unincorporated areas of Edgar County when constructing future improvements adjacent to the various classes of public streets and highways.
- 13. Rights of the public, the State of Illinois, the county, the township and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.
- 14. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.
- 15. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the leases.

Note for Information – Wire Instructions for Allied Capital Title, LLC as follows:

Bank: Busey Bank
ABA Routing Number: 071102568
Account Number: 100565670
File Number: 2021-1138



COMMITMENT CONDITIONS

1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I Requirements; 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(i) through 5(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and



- supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.



COMMITMENT FOR TITLE INSURANCE Issued by CHICAGO 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, Chicago Title Insurance Company, a company (the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 90 days* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



Commitment No. 2021-1140

Transaction Identification Data for reference only:

Issuing Agent: Allied Capital Title, LLC Issuing Office: 208 W. Washington

Paris, IL 61944

Issuing Office's ALTA® Registry ID: Issuing Office File Number: 2021-1140 Property Address: Farm Land, IL

Revision Number: 0

2021-1140

SCHEDULE A

1. Commitment Date: March 18, 2021

2. Policy or Policies to be issued:

a. Owner's Policy:

Proposed Insured: Buyer TBD

b. Loan Policy:

Proposed Insured:

Proposed Policy Amount

\$10,000.00

- 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:

The Bledsoe Farm Management Family Limited Partnership, AND Walter A. Bledsoe, Jr., as Managing General Partner of the Bledsoe Farm Management Family Limited Partnership; Walter A. Bledsoe, III, as trustee under the Walter A. Bledsoe, Jr. Descendants' Trust F/B/O Walter A. Bledsoe, III U/T/A February 27, 2013; Kimberly E. Asmundson, as trustee under the Walter A. Bledsoe, Jr. Descendants' Trust F/B/O Kimberly E. Asmundson U/T/A February 27, 2013; Katherine B. Slack, as trustee under the Walter A. Bledsoe, Jr. Descendants' Trust F/B/O Katherine B. Slack U/T/A February 27, 2013;

5. The Land is described as follows:

SEE ATTACHED EXHIBIT A

Allied Capital Title, LLC



By: Dixie A. Scott

Authorized Signatory

Exhibit A Legal Description

Tract 7: A tract of land being the Northwest Quarter of the Northeast Quarter of Section 12, and the Northeast Quarter of the Northwest Quarter of Section 12, all in Township 15 North, Range 13 West of the Second Principal Meridian, as referenced in Survey by Christopher T. Firof, ILPS 035-003838, dated April 2, 2021.

An Undivided One-third (1/3) Interest in all coal underlying the surface of the Northwest Quarter of the Northeast Quarter of Section 12, Township 15 North, Range 13 West of the 2nd P.M.

Situated in Edgar County, Illinois.



SCHEDULE B, Part I

Requirements

All of the following Requirements must be met:

- 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.
- 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) N/A
- Notice: Please be aware that 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.
- Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes
 effective 1-1-2010. This act places limitations upon our ability to accept certain types of deposits
 into escrow. Please consult with your closer regarding the application of this new law to your
 transaction.
- 7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois Notary Public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- 8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or the value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- 9. Allied Capital Title, LLC should be furnished with (a) a certification from the Illinois Secretary of State showing that Bledsoe Farm Management Family Limited Partnership has properly filed its Limited Partnership Agreement; (b) a copy of the Limited Partnership Agreement together with all amendments thereto and this Commitment is



subject to such further exceptions, if any, as may then be deemed necessary. In addition, this Commitment is subject to such further exceptions, if any, that may be disclosed after a name search has been made for judgments and other matters against all the members of the partnership of Bledsoe Farm Management Family Limited Partnership.

Upon a conveyance or mortgage of the land,

- 10. Allied Capital Title, LLC should be supplied with satisfactory proof of compliance with the terms of the agreement governing Bledsoe Farm Management Family Limited Partnership, a limited partnership, and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary..
- 11. Allied Capital Title, LLC should be furnished with either:
 - (a) A certification of trust executed by the current trustee in accordance with 760 ILCS 3/1013, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the power of the trustee to act in the current transaction, or
 - (b) In the alternative, the trustee, in his or her sole discretion, may deliver to the company a full copy of the trust agreement together with all amendments thereto. The company reserves the right to add additional items or make further requirements after review of the requested documentation.



SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXENT 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. Rights or claims of parties in possession not shown by Public Records.
- 2. 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.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. 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.
- 5. Taxes or special assessments which are not shown as existing liens by the Public Records.
- We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
- 7. 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.
- Taxes and assessments for the year 2020 and all subsequent years are a lien but not yet due and payable.

Tax ID #: 12-07-12-200-001

Tax Year: 2019

First Installment Amount: \$890.02 First Installment Status: Paid

Second Installment Amount: \$890.02



Second Installment Status: Paid

Notes: NW NE

9. Tax ID #: 12-07-12-100-004

Tax Year: 2019

First Installment Amount: \$1,720.79

First Installment Status: Paid

Second Installment Amount: \$1,720.79

Second Installment Status: Paid

Notes: Part of 12-07-12-100-004 - E 1/2 NW

Taxes for the year(s) 2020 & 2021 are not yet due and payable.

- 10. Subject to the 1/3 coal interest held by the estate of Richard Dodd and subject to the 1/3 coal interest held by Howard L. Pugh, all as shown in Deed Book 238 page 429.
- 11. Allied Capital Title, LLC should be furnished with (a) a certification from the Illinois Secretary of State showing that Bledsoe Farm Management Family Limited Partnership has properly filed its Limited Partnership Agreement; (b) a copy of the Limited Partnership Agreement together with all amendments thereto and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary. In addition, this Commitment is subject to such further exceptions, if any, that may be disclosed after a name search has been made for judgments and other matters against all the members of the partnership of Bledsoe Farm Management Family Limited Partnership.Terms, provisions and limitations of the Limited Partnership Agreement for Bledsoe Farm Management Family Limited Partnership, and of all persons claiming thereunder. Upon a conveyance or mortgage of the land, we should be supplied with satisfactory proof of compliance with the terms of the agreement governing {RP,2}, a limited partnership, and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
- 12. Terms, powers, provisions and limitations of the trust under which title to said land is held.
- 13. The premises lie within the Drainage District No. 6 of Shiloh and the assessments thereunder are included in the Real Estate Taxes Exception set out above.
- 14. A survey of the property describing the legal description should be recorded or attached to the Deed of Conveyance. A copy of said survey should also be provided to ACT for its review and this commitment and policy is subject to any other necessary exceptions.



- 15. Rights of the public, the State of Illinois, the county, the township and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.
- 16. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.
- 17. Resolution adopted by the Edgar County Board of Supervisors on February 6, 1974, establishing a minimum setback distance (from the centerline) of 100 feet from State Highways, 85 feet from County Highways, 70 feet from Road District (Township) Highways, and 55 feet from any street within a subdivision, to be used by the people of unincorporated areas of Edgar County when constructing future improvements adjacent to the various classes of public streets and highways.
- 18. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

Note for Information - Wire Instructions for Allied Capital Title, LLC as follows:

Bank: Busey Bank
ABA Routing Number: 071102568
Account Number: 100565670
File Number: 2021-1140



COMMITMENT CONDITIONS

1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I Requirements; 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(i) through 5(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and



- supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.



COMMITMENT FOR TITLE INSURANCE Issued by CHICAGO 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, Chicago Title Insurance Company, a company (the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 90 days* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



Commitment No. 2021-1141

Transaction Identification Data for reference only:

Issuing Agent: Allied Capital Title, LLC Issuing Office: 208 W. Washington

Paris, IL 61944

Issuing Office's ALTA® Registry ID: Issuing Office File Number: 2021-1141 Property Address: Farm Land, IL

Revision Number: 1

2021-1141

SCHEDULE A

1. Commitment Date: March 18, 2021

2. Policy or Policies to be issued:

\$10,000.00

Proposed Policy Amount

a. Owner's Policy:

Proposed Insured: Buyer TBD

b. Loan Policy:

Proposed Insured:

- 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:

Managing General Partner(s) of the Bledsoe Farm Management Family Limited Partnership

Walter A. Bledsoe, III, as Trustee under the Walter A. Bledsoe, Jr. Descendants' Trust FBO Walter A. Bledsoe, III UTA February 27, 2013

Kimberly E. Asmundson, as Trustee under the Walter A. Bledsoe, Jr. Descendants' Trust FBO Kimberly E. Asmundson UTA February 27, 2013

Katherine B. Slack n/k/a Katherine B. Kunz, as Trustee under the Walter A. Bledsoe, Jr. Descendants Trust FBO Katherine B. Slack UTA February 27, 2013

5. The Land is described as follows:

SEE ATTACHED EXHIBIT A

Allied Capital Title, LLC

/ Umu E.

Authorized Signatory



Exhibit A Legal Description

(Tract 8): A tract of land being the Southwest Quarter of the Northeast Quarter of Section 12, and the Southeast Quarter of the Northwest Quarter of Section 12, all in Township 15 North, Range 13 West of the Second Principal Meridian, as referenced by Plat of Survey dated April 2, 2021 and recorded May 11, 2021 as Document No. 2021-00001031 made by Christopher T. Firof, Illinois Professional Land Surveyor No. 035-003838, situated in Edgar County, Illinois.



SCHEDULE B, Part I

Requirements

All of the following Requirements must be met:

- 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.
- 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) Deed from Managing General Partner(s) of the Bledsoe Farm Management Family Limited Partnership and Walter A. Bledsoe, III, as Trustee under the Walter A. Bledsoe, Jr. Descendants' Trust FBO Walter A. Bledsoe, III UTA February 27, 2013 and Kimberly E. Asmundson, as Trustee under the Walter A. Bledsoe, Jr. Descendants' Trust FBO Kimberly E. Asmundson UTA February 27, 2013 and Katherine B. Slack n/k/a Katherine B. Kunz, as Trustee under the Walter A. Bledsoe, Jr. Descendants Trust FBO Katherine B. Slack UTA February 27, 2013 to Buyer TBD to be recorded in the Edgar County Recorder's Office, State of Illinois.
- Notice: Please be aware that 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.
- Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes
 effective 1-1-2010. This act places limitations upon our ability to accept certain types of deposits
 into escrow. Please consult with your closer regarding the application of this new law to your
 transaction.
- 7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois Notary Public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- 8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect



- the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or the value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- 9. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
- 10. Allied Capital Title, LLC should be furnished with a statement in writing that there have been no changes made in the Trust Agreement, etc. The company reserves the right to add additional items or make further requirements after review of the requested documentation.



SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXENT 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. Rights or claims of parties in possession not shown by Public Records.
- 2. 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.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. 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.
- 5. Taxes or special assessments which are not shown as existing liens by the Public Records.
- We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
- 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.
- Taxes and assessments for the year 2020 and all subsequent years are a lien but not yet due and payable.

Tax ID #: 12-07-12-200-003

Tax Year: 2019

First Installment of \$1,693.75 is Paid Second Installment of \$1,693.75 is Paid

Notes: Part of this parcel number



9. Tax ID #: 12-07-12-100-004

Tax Year: 2019

First Installment of \$1,720.79 is Paid Second Installment of \$1,720.79 is Paid

Notes: Part of this parcel number.

Taxes for the year(s) 2020 and 2021 are not yet due and payable.

- 10. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
- 11. Allied Capital Title, LLC should be furnished with a statement in writing that there have been no changes made in the Trust Agreement, etc. The company reserves the right to add additional items or make further requirements after review of the requested documentation.
- 12. The premises lie within the #3 of Shiloh Drainage District and the assessments thereunder are included in the Real Estate Taxes Exception set out above. (Affects the SE NW)
- 13. The premises lie within the #6 of Shiloh Drainage District and the assessments thereunder are included in the Real Estate Taxes Exception set out above. (SW NE)
- 14. Resolution adopted by the Edgar County Board of Supervisors on February 6, 1974, establishing a minimum setback distance (from the centerline) of 100 feet from State Highways, 85 feet from County Highways, 70 feet from Road District (Township) Highways, and 55 feet from any street within a subdivision, to be used by the people of unincorporated areas of Edgar County when constructing future improvements adjacent to the various classes of public streets and highways. (Affects SE NW)
- 15. Note for information: The Southwest Quarter of the Northeast Quarter of Section 12, Township 15 North, Range 13 West only has access by means of the Southeast Quarter of the Northwest Quarter of Section 12, Township 15 North, Range 13 West. In the even that the Southwest Quarter of the Northeast Quarter of Section 12, Township 15 North, Range 13 West is severed from the Southeast Quarter of the Northwest Quarter of Section 12, Township 15 North, Range 13 West an exception would be raised for for Lack of Access.



- 16. Rights of the public, the State of Illinois, the county, the township and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.
- 17. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.
- 18. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the leases.

Note for Information – Wire Instructions for Allied Capital Title, LLC as follows:

Bank: Busey Bank
ABA Routing Number: 071102568
Account Number: 100565670
File Number: 2021-1141



COMMITMENT CONDITIONS

1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I Requirements; 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(i) through 5(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and



supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.



COMMITMENT FOR TITLE INSURANCE Issued by CHICAGO 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, Chicago Title Insurance Company, a company (the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 90 days* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



Commitment No. 2021-1142

Transaction Identification Data for reference only:

Issuing Agent: Allied Capital Title, LLC Issuing Office: 208 W. Washington

Paris, IL 61944

Issuing Office's ALTA® Registry ID: Issuing Office File Number: 2021-1142 Property Address: Farm Land, IL

Revision Number: 1

2021-1142

SCHEDULE A

1. Commitment Date: April 5, 2021

2. Policy or Policies to be issued:

Proposed Policy Amount \$10,000.00

a. Owner's Policy:

Proposed Insured: Buyer TBD

b. Loan Policy:

Proposed Insured:

- 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:

Bledsoe Farm Management Family Limited Partnership

Walter A. Bledsoe, III, as Trustee under the Walter A. Bledsoe, Jr. Descendants' Trust F/B/O Walter A. Bledsoe, III U/T/A February 27, 2013

Kimberly E. Asmundson, as Trustee under the Walter A. Bledsoe, Jr. Descendants' Trust F/B/O Kimberly E. Asmundson U/T/A February 27, 2013

Katherine B. Slack n/k/a Katherine B. Kunz, as Trustee under the Walter A. Bledsoe, Jr. Descendants' Trust F/B/O Katherine B. Slack U/T/A February 27, 2013

5. The Land is described as follows:

SEE ATTACHED EXHIBIT A

Allied Capital Title, LLC

Authorized Signatory



Exhibit A Legal Description

(TRACT 9) A tract of land being part of the East Half of Section 12, Township 15 North, Range 13 West of the Second Principal Meridian, and being more particularly described as follows:

Beginning at a set mag spike marking the East Quarter corner of said Section 12; thence along the North line of the Southeast Quarter of said Section 12, South 89 degrees 22 minutes 48 seconds West, 230.00 feet to a found wood post; thence leaving said North line, South 01 degrees 06 minutes 50 seconds East, 130.00 feet to a set iron rod; thence North 89 degrees 22 minutes 48 seconds East, 230.00 feet to a set "PK" nail on the East line of said Southeast Quarter; thence along said East line, South 01 degrees 06 minutes 50 seconds East, 531.92 feet to a set "PK" nail; thence leaving said East line, South 89 degrees 27 minutes 08 seconds West, 661.25 feet to a PVC post; thence South 01 degrees 11 minutes 25 seconds East, 664.18 feet to a set iron rod; thence South 89 degrees 14 minutes 37 seconds West, 666.20 feet to a found square iron tube; thence North 00 degrees 49 minutes 22 seconds West, 1326.80 feet to a set iron rod; thence North 00 degrees 49 minutes 22 seconds West, 1315.82 feet; thence North 89 degrees 40 minutes 33 seconds East, 1317.72 feet to a set "PK" nail on the East line of the Northeast Quarter of said Section 12; thence along said East line, South 00 degrees 55 minutes 01 seconds East, 1309.02 feet to the point of beginning, as referenced on Plat of Survey dated April 2, 2021 and recorded on May 11, 2021 made by Christopher T. Firof, Illinois Professional Land Surveyor No. 035-003838, situated in Edgar County, Illinois.



SCHEDULE B, Part I

Requirements

All of the following Requirements must be met:

- 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.
- 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) Deed from Bledsoe Farm Management Family Limited Partnership and Walter A. Bledsoe, III, as Trustee under the Walter A. Bledsoe, Jr. Descendants' Trust F/B/O Walter A. Bledsoe, III U/T/A February 27, 2013 and Kimberly E. Asmundson, as Trustee under the Walter A. Bledsoe, Jr. Descendants' Trust F/B/O Kimberly E. Asmundson U/T/A February 27, 2013 and Katherine B. Slack n/k/a Katherine B. Kunz, as Trustee under the Walter A. Bledsoe, Jr. Descendants' Trust F/B/O Katherine B. Slack U/T/A February 27, 2013 to Buyer TBD to be recorded in the Edgar County Recorder's Office, State of Illinois.
- Notice: Please be aware that 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.
- Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes
 effective 1-1-2010. This act places limitations upon our ability to accept certain types of deposits
 into escrow. Please consult with your closer regarding the application of this new law to your
 transaction.
- 7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois Notary Public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- 8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect



- the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or the value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- 9. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
- 10. Allied Capital Title, LLC should be furnished with a statement in writing that there have been no changes made in the Trust Agreement, etc. The company reserves the right to add additional items or make further requirements after review of the requested documentation.



SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXENT 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. Rights or claims of parties in possession not shown by Public Records.
- 2. 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.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. 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.
- 5. Taxes or special assessments which are not shown as existing liens by the Public Records.
- We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
- 7. 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.
- 8. Taxes and assessments for the year 2020 and all subsequent years are a lien but not yet due and payable.

Tax ID #: 12-07-12-200-003

Tax Year: 2019

First Installment of \$1,693.75 is Paid Second Installment of \$1,693.75 is Paid

Notes: Includes additional land.



9. Tax ID #: 12-07-12-400-006

Tax Year: 2019

First Installment of \$1,194.72 is Paid Second Installment of \$1,194.72 is Paid

Notes: Includes additional land.

Taxes for the year(s) 2020 and 2021 are not yet due and payable.

- 10. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
- 11. Terms, powers, provisions and limitations of the trusts under which title to said land is held.
- 12. Resolution adopted by the Edgar County Board of Supervisors on February 6, 1974, establishing a minimum setback distance (from the centerline) of 100 feet from State Highways, 85 feet from County Highways, 70 feet from Road District (Township) Highways, and 55 feet from any street within a subdivision, to be used by the people of unincorporated areas of Edgar County when constructing future improvements adjacent to the various classes of public streets and highways.
- 13. Rights of the public, the State of Illinois, the county, the township and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.
- 14. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.
- 15. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the leases.

Note for Information – Wire Instructions for Allied Capital Title, LLC as follows:

Bank: Busey Bank
ABA Routing Number: 071102568
Account Number: 100565670
File Number: 2021-1142



COMMITMENT CONDITIONS

1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I Requirements; 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(i) through 5(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and



supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.



COMMITMENT FOR TITLE INSURANCE Issued by CHICAGO 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, Chicago Title Insurance Company, a company (the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 90 days* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



Commitment No. 2021-1144

Transaction Identification Data for reference only:

Issuing Agent: Allied Capital Title, LLC Issuing Office: 208 W. Washington

Paris, IL 61944

Issuing Office's ALTA® Registry ID: Issuing Office File Number: 2021-1144 Property Address: Farm Land, IL

Revision Number: 1

2021-1144

SCHEDULE A

1. Commitment Date: May 18, 2021

2. Policy or Policies to be issued:

Proposed Policy Amount \$10.000.00

a. Owner's Policy:

Proposed Insured: Buyer TBD

b. Loan Policy:

Proposed Insured:

- 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:

Walter A. Bledsoe, III, as Trustee under the Walter A. Bledsoe Jr. Descendants' Trust FBO Walter A. Bledsoe, III UTA February 27, 2013

Kimberly E. Asmundson, as Trustee under the Walter A. Bledsoe, Jr. Descendants' Trust FBO Kimberly E. Asmundson UTA February 27, 2013

Katherine B. Slack n/k/a Katherine B. Kunz, as trustee under the Walter A. Bledsoe, Jr. Descendants' Trust FBO Katherine B. Slack UTA February 27, 2013

Managing General Partner(s) of the Bledsoe Farm Management Family Limited Partnership

5. The Land is described as follows:

SEE ATTACHED EXHIBIT A

Allied Capital Title, LLC

Bv.

Authorized Signatory



Exhibit A Legal Description

(Tract 10) A tract of land being the Northwest Quarter of the Southeast Quarter of Section 12, and the Northeast of the Southwest Quarter of Section 12, all in Township 15 North, Range 13 West of the Second Principal Meridian, situated in Edgar County, Illinois, as referenced by Plat of Survey dated April 2, 2021 and recorded May 11, 2021 as Document No. 2021-00001031 made by Christopher T. Firof, Illinois Professional Land Surveyor No. 035-003838.



SCHEDULE B, Part I

Requirements

All of the following Requirements must be met:

- 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.
- 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) Deed from Walter A. Bledsoe, III, as Trustee under the Walter A. Bledsoe Jr. Descendants' Trust FBO Walter A. Bledsoe, III UTA February 27, 2013 and Kimberly E. Asmundson, as Trustee under the Walter A. Bledsoe, Jr. Descendants' Trust FBO Kimberly E. Asmundson UTA February 27, 2013 and Katherine B. Slack n/k/a Katherine B. Kunz, as trustee under the Walter A. Bledsoe, Jr. Descendants' Trust FBO Katherine B. Slack UTA February 27, 2013 and Managing General Partner(s) of the Bledsoe Farm Management Family Limited Partnership to Buyer TBD to be recorded in the Edgar County Recorder's Office, State of Illinois.
- Notice: Please be aware that 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. Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes effective 1-1-2010. This act places limitations upon our ability to accept certain types of deposits into escrow. Please consult with your closer regarding the application of this new law to your transaction.
- 7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois Notary Public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- 8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect



- the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or the value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- 9. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
- 10. Allied Capital Title, LLC should be furnished with a statement in writing that there have been no changes made in the Trust Agreement, etc. The company reserves the right to add additional items or make further requirements after review of the requested documentation.



SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXENT 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. Rights or claims of parties in possession not shown by Public Records.
- 2. 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.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. 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.
- 5. Taxes or special assessments which are not shown as existing liens by the Public Records.
- We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
- 7. 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.
- 8. Taxes and assessments for the year 2020 and all subsequent years are a lien but not yet due and payable.

Tax ID #: 12-07-12-300-002

Tax Year: 2019

First Installment of \$865.10 is Paid Second Installment of \$865.10 is Paid



9. Tax ID #: 12-07-12-400-001

Tax Year: 2019

First Installment of \$205.50 is Paid Second Installment of \$205.50 is Paid

10. Tax ID #: 12-07-12-400-006

Tax Year: 2019

First Installment of \$1,194.72 is Paid Second Installment of \$1,194.72 is Paid Notes: Part of this Parcel Number.

Taxes for the year(s) 2020 and 2021 are not yet due and payable.

- 11. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
- 12. Allied Capital Title, LLC should be furnished with a statement in writing that there have been no changes made in the Trust Agreement, etc. The company reserves the right to add additional items or make further requirements after review of the requested documentation.
- 13. Resolution adopted by the Edgar County Board of Supervisors on February 6, 1974, establishing a minimum setback distance (from the centerline) of 100 feet from State Highways, 85 feet from County Highways, 70 feet from Road District (Township) Highways, and 55 feet from any street within a subdivision, to be used by the people of unincorporated areas of Edgar County when constructing future improvements adjacent to the various classes of public streets and highways. (Affects NE SW)
- 14. Note for information: NW 1/4 of the SE 1/4 only has access by means of NE 1/4 SW 1/4. In the even that NW 1/4 SE 1/4 is severed from NE 1/4 SW 1/4 an exception would be raised for for Lack of Access.
- 15. The premises lie within the #6 and #12 Drainage District and the assessments thereunder are included in the Real Estate Taxes Exception set out above.
- 16. Rights of the public, the State of Illinois, the county, the township and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.



- 17. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.
- 18. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the leases.

Note for Information – Wire Instructions for Allied Capital Title, LLC as follows:

Bank: Busey Bank
ABA Routing Number: 071102568
Account Number: 100565670
File Number: 2021-1144



COMMITMENT CONDITIONS

1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I Requirements; 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(i) through 5(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and



supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.



COMMITMENT FOR TITLE INSURANCE Issued by CHICAGO 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, Chicago Title Insurance Company, a company (the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 90 days* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



Commitment No. 2021-1146

Transaction Identification Data for reference only:

Issuing Agent: Allied Capital Title, LLC Issuing Office: 208 W. Washington

Paris, IL 61944

Issuing Office's ALTA® Registry ID: Issuing Office File Number: 2021-1146 Property Address: Farm Land, IL

Revision Number: 1

2021-1146

SCHEDULE A

1. Commitment Date: May 18, 2021

2. Policy or Policies to be issued:

Proposed Policy Amount

\$10,000.00

a. Owner's Policy:

Proposed Insured: Buyer TBD

b. Loan Policy:

Proposed Insured:

- 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:

Bledsoe Farm Management Family Limited Partnership

5. The Land is described as follows:

SEE ATTACHED EXHIBIT A

Allied Capital Title, LLC

Ву:

Authorized Signatory



Exhibit A Legal Description

(Tract 11) A tract of land being the East Half of the Northwest Quarter of Section 13, Township 15 North, Range 13 West of the Second Principal Meridian, as referenced by the Plat of Survey dated April 2, 2021 and recorded May 11, 2021 as Document No. 2021-00001031 made by Christopher T. Firof, IPLS #035-003838; situated in Edgar County, Illinois.



SCHEDULE B, Part I

Requirements

All of the following Requirements must be met:

- 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.
- 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) Deed from Bledsoe Farm Management Family Limited Partnership to Buyer TBD to be recorded in the Edgar County Recorder's Office, State of Illinois.
- Notice: Please be aware that 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.
- Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes
 effective 1-1-2010. This act places limitations upon our ability to accept certain types of deposits
 into escrow. Please consult with your closer regarding the application of this new law to your
 transaction.
- 7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois Notary Public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- 8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or the value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- 9. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership, and



this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.



SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXENT 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. Rights or claims of parties in possession not shown by Public Records.
- 2. 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.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. 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.
- 5. Taxes or special assessments which are not shown as existing liens by the Public Records.
- We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
- 7. 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.
- Taxes and assessments for the year 2020 and all subsequent years are a lien but not yet due and payable.

Tax ID #: 12-07-13-100-005

Tax Year: 2019

First Installment of \$832.20 is Paid Second Installment of \$832.20 is Paid

Notes: Shiloh Township



Total Acres: 40 No exemptions

9. Tax ID #: 12-07-13-100-004

Tax Year: 2019

First Installment of \$699.36 is Paid Second Installment of \$699.36 is Paid

Notes: Shiloh Township

Total Acres: 32 No exemptions

10. Tax ID #: 12-07-13-100-003

Tax Year: 2019

First Installment of \$175.07 is Paid Second Installment of \$175.07 is Paid

Notes: Shiloh Township

Total Acres: 8
No exemptions

Taxes for the year(s) 2020 and 2021 are not yet due and payable.

- 11. Resolution adopted by the Edgar County Board of Supervisors on February 6, 1974, establishing a minimum setback distance (from the centerline) of 100 feet from State Highways, 85 feet from County Highways, 70 feet from Road District (Township) Highways, and 55 feet from any street within a subdivision, to be used by the people of unincorporated areas of Edgar County when constructing future improvements adjacent to the various classes of public streets and highways.
- 12. Rights of the public, the State of Illinois, the county, the township and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.
- 13. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.
- 14. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.



15. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the leases.

Note for Information – Wire Instructions for Allied Capital Title, LLC as follows:

Bank: Busey Bank
ABA Routing Number: 071102568
Account Number: 100565670
File Number: 2021-1146



COMMITMENT CONDITIONS

1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I Requirements; 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(i) through 5(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and



- supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.



COMMITMENT FOR TITLE INSURANCE Issued by CHICAGO 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, Chicago Title Insurance Company, a company (the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 90 days* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



Commitment No. 2021-1147

Transaction Identification Data for reference only:

Issuing Agent: Allied Capital Title, LLC Issuing Office: 208 W. Washington

Paris, IL 61944

Issuing Office's ALTA® Registry ID: Issuing Office File Number: 2021-1147 Property Address: Farm Land, IL

Revision Number: 1

2021-1147

SCHEDULE A

1. Commitment Date: May 25, 2021

2. Policy or Policies to be issued:

a. Owner's Policy:

Proposed Insured: Buyer TBD

b. Loan Policy: Proposed Insured:

- Proposed Policy Amount
- \$10,000.00
- 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:

Managing General Partner(s) of the Bledsoe Farm Management Family Limited Partnership

5. The Land is described as follows:

SEE ATTACHED EXHIBIT A

Allied Capital Title, LLC

Authorized Signatory



Exhibit A Legal Description

Tract 12: A tract of land being the Northeast Quarter of the Northeast Quarter of Section 13, Township 15 North, Range 13 West of the Second Principal Meridian, as referenced by Plat of Survey dated April 2, 2021 and recorded May 11, 2021 as Document No. 2021-00001031 made by Christopher T. Firof, Illinois Professional Land Surveyor No. 035-003838.

In Edgar County, Illinois.



SCHEDULE B, Part I

Requirements

All of the following Requirements must be met:

- 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.
- 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.
- 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) Deed from Managing General Partner(s) of the Bledsoe Farm Management Family Limited Partnership to Buyer TBD to be recorded in the Edgar County Recorder's Office, State of Illinois.
- Notice: Please be aware that 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. Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes effective 1-1-2010. This act places limitations upon our ability to accept certain types of deposits into escrow. Please consult with your closer regarding the application of this new law to your transaction.
- 7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois Notary Public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- 8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or the value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- 9. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and



this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.



SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXENT 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. Rights or claims of parties in possession not shown by Public Records.
- 2. 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.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. 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.
- 5. Taxes or special assessments which are not shown as existing liens by the Public Records.
- We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
- 7. 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.
- 8. Taxes and assessments for the year 2020 and all subsequent years are a lien but not yet due and payable.

Tax ID #: 12-07-13-200-006

Tax Year: 2019

First Installment of \$776.89 is Paid Second Installment of \$776.89 is Paid



Taxes for the year(s) 2020 and 2021 are not yet due and payable.

- 9. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
- 10. The premises lie within the #12 of Shiloh Drainage District and the assessments thereunder are included in the Real Estate Taxes Exception set out above.
- 11. Rights of the public, the State of Illinois, the county, the township and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.
- 12. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.
- 13. Resolution adopted by the Edgar County Board of Supervisors on February 6, 1974, establishing a minimum setback distance (from the centerline) of 100 feet from State Highways, 85 feet from County Highways, 70 feet from Road District (Township) Highways, and 55 feet from any street within a subdivision, to be used by the people of unincorporated areas of Edgar County when constructing future improvements adjacent to the various classes of public streets and highways.
- 14. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the leases.

Note for Information – Wire Instructions for Allied Capital Title, LLC as follows:

Bank: Busey Bank
ABA Routing Number: 071102568
Account Number: 100565670
File Number: 2021-1147



COMMITMENT CONDITIONS

1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I Requirements; 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(i) through 5(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and



supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.



COMMITMENT FOR TITLE INSURANCE Issued by CHICAGO 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, Chicago Title Insurance Company, a company (the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 90 days* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



Commitment No. 2021-1148

Transaction Identification Data for reference only:

Issuing Agent: Allied Capital Title, LLC Issuing Office: 208 W. Washington

Paris, IL 61944

Issuing Office's ALTA® Registry ID: Issuing Office File Number: 2021-1148 Property Address: Farm Land, IL

Revision Number: 2

2021-1148

SCHEDULE A

1. Commitment Date: May 18, 2021

2. Policy or Policies to be issued: a. Owner's Policy:

Proposed Policy Amount

\$0.00

Proposed Insured: TBD

- b. Loan Policy: Proposed Insured:
- 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:

Managing General Partner(s) of the Bledsoe Farm Management Family Limited Partnership

Walter A. Bledsoe, III, as trustee under the Walter A. Bledsoe, Jr. Descendants' Trust FBO Walter A. Bledsoe, III UTA February 27, 2013

Kimberly E. Asmundson, as Trustee under the Walter A. Bledsoe, Jr. Descendants' Trust FBO Kimberly E. Asmundson UTA February 27, 2013

Katherine B. Slack n/k/a Katherine B. Kunz, as trustee under the Walter A. Bledsoe, Jr. Descendants' Trust FBO Katherine B. Slack UTA February 27, 2013

5. The Land is described as follows:

SEE ATTACHED EXHIBIT A

Allied Capital Title, LLC

Authorized Signatory



Exhibit A Legal Description

(Tract 13) A tract of land being part of the North Half of Section 24, Township 15 North, Range 13 West of the Second Principal Meridian, Edgar County, Illinois and being more particularly described as follows:

Beginning at a set iron rod marking the Center Quarter Corner of said Section 24; thence along the South line of the Northwest Quarter, South 88 degrees 23 minutes 48 seconds West, 1335.70 feet to a set iron rod; thence leaving said South line, along the West line of the Southeast Quarter of said Northwest Quarter, North 00 degrees 55 minutes 44 seconds West, 1342.88 feet to a set iron rod; thence leaving said West line, along the North line of said Quarter-Quarter and the North line of the Southwest Quarter of the Northeast Quarter of said Section 24, North 88 degrees 59 minutes 40 seconds East, 2673.96 feet to a set iron rod; thence leaving said North line along the East line of the said Southwest Quarter of said Northeast Quarter, South 00 degrees 51 minutes 12 seconds East, 651.67 feet to the centerline of an existing canal; thence leaving said East line, along said centerline, South 35 degrees 37 minutes 32 seconds Wes t200.69 feet; thence South 54 degrees 22 minutes 13 seconds West, 278.40 feet; thence South 64 degrees 52 minutes 27 seconds West, 324.41 feet; thence South 60 degrees 07 minutes 00 seconds West, 460.60 feet to a to the South line of said Northeast Quarter; thence leaving said centerline, along said South line, South 88 degrees 23 minutes 48 seconds West, 290.18 feet to the point of beginning, as referenced by Plat of Survey dated April 2, 2021 and recorded May 11, 2021 as Document No. 2021-00001031 made by Christopher T. Firof, Illinois Professional Land Surveyor No. 035-003838.

Situated in Edgar County, Illinois.



SCHEDULE B, Part I

Requirements

All of the following Requirements must be met:

- 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.
- 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) Deed from Managing General Partner(s) of the Bledsoe Farm Management Family Limited Partnership and Walter A. Bledsoe, III, as trustee under the Walter A. Bledsoe, Jr. Descendants' Trust FBO Walter A. Bledsoe, III UTA February 27, 2013 and Kimberly E. Asmundson, as Trustee under the Walter A. Bledsoe, Jr. Descendants' Trust FBO Kimberly E. Asmundson UTA February 27, 2013 and Katherine B. Slack, as trustee under the Walter A. Bledsoe, Jr. Descendants' Trust FBO Katherine B. Slack UTA February 27, 2013 to TBD to be recorded in the amount of \$0.00 in the Land Records of Edgar, State of Illinois.
- Notice: Please be aware that 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. Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes effective 1-1-2010. This act places limitations upon our ability to accept certain types of deposits into escrow. Please consult with your closer regarding the application of this new law to your transaction.
- 7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois Notary Public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- 8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect



- the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or the value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- 9. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
- 10. Allied Capital Title, LLC should be furnished with a statement in writing that there have been no changes made in the Trust Agreement, etc. The company reserves the right to add additional items or make further requirements after review of the requested documentation.



SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXENT 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. Rights or claims of parties in possession not shown by Public Records.
- 2. 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.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. 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.
- 5. Taxes or special assessments which are not shown as existing liens by the Public Records.
- We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
- 7. 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.
- Taxes and assessments for the year 2020 and all subsequent years are a lien but not yet due and payable.

Tax ID #: 12-07-24-200-002

Tax Year: 2019

First Installment of \$637.94 is Paid Second Installment of \$637.94 is Paid Notes: Part of this parcel number.



9. Tax ID #: 12-07-24-100-004

Tax Year: 2019

First Installment of \$818.43 is Paid Second Installment of \$818.43 is Paid

Taxes for the year(s) 2020 and 2021 are not yet due and payable.

- 10. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
- 11. Allied Capital Title, LLC should be furnished with a statement in writing that there have been no changes made in the Trust Agreement, etc. The company reserves the right to add additional items or make further requirements after review of the requested documentation.
- 12. Rights of owners of land bordering on the Brouilletts Creek in respect to the water and use of the surface of said Creek.
- 13. Resolution adopted by the Edgar County Board of Supervisors on February 6, 1974, establishing a minimum setback distance (from the centerline) of 100 feet from State Highways, 85 feet from County Highways, 70 feet from Road District (Township) Highways, and 55 feet from any street within a subdivision, to be used by the people of unincorporated areas of Edgar County when constructing future improvements adjacent to the various classes of public streets and highways.
- 14. Rights of the public, the State of Illinois, the county, the township and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.
- 15. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.
- 16. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the leases.

Note for Information – Wire Instructions for Allied Capital Title, LLC as follows:

Bank: Busey Bank
ABA Routing Number: 071102568



Account Number: 100565670 File Number: 2021-1148



COMMITMENT CONDITIONS

1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I Requirements; 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(i) through 5(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and



supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.



COMMITMENT FOR TITLE INSURANCE Issued by CHICAGO 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, Chicago Title Insurance Company, a company (the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 90 days* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



Transaction Identification Data for reference only:

Issuing Agent: Allied Capital Title, LLC Issuing Office: 208 W. Washington

Paris, IL 61944

Issuing Office's ALTA® Registry ID: Issuing Office File Number: 2021-1149 Property Address: Farm Land, IL

Revision Number: 1

2021-1149

SCHEDULE A

1. Commitment Date: May 25, 2021

2. Policy or Policies to be issued:

Proposed Policy Amount \$10,000.00

a. Owner's Policy:

Proposed Insured: Buyer TBD

b. Loan Policy:

Proposed Insured:

- 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:

Managing General Partner(s) of the Bledsoe Farm Management Family Limited Partnership

Walter A. Bledsoe, III, as trustee under the Walter A. Bledsoe, Jr. Descendants' Trust F/B/O Walter A. Bledsoe, III U/T/A February 27, 2013

Kimberly E. Asmundson, as trustee under the Walter A. Bledsoe, Jr. Descendants' Trust F/B/O Kimberly E. Asmundson U/T/A February 27, 2013

Katherine B. Slack n/k/a Katherine B. Kunz, as trustee under the Walter A. Bledsoe, Jr. Descendants' Trust F/B/O Katherine B. Slack U/T/A February 27, 2013

5. The Land is described as follows:

SEE ATTACHED EXHIBIT A

Allied Capital Title, LLC

Authorized Signatory



Exhibit A Legal Description

Tract 14: A tract of land being the West Half of the Southwest Quarter of Section 27, Township 15 North, Range 12 West of the Second Principal Meridian, as referenced by Plat of Survey dated April 2, 2021 and recorded May 11, 2021 as Document No. 2021-00001031 made by Christopher T. Firof, Illinois Professional Land Surveyor No. 035-003838.

Situated in Edgar County, Illinois.



SCHEDULE B, Part I

Requirements

All of the following Requirements must be met:

- 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.
- 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) Deed from Managing General Partner(s) of the Bledsoe Farm Management Family Limited Partnership and Walter A. Bledsoe, III, as trustee under the Walter A. Bledsoe, Jr. Descendants' Trust F/B/O Walter A. Bledsoe, III U/T/A February 27, 2013 and Kimberly E. Asmundson, as trustee under the Walter A. Bledsoe, Jr. Descendants' Trust F/B/O Kimberly E. Asmundson U/T/A February 27, 2013 and Katherine B. Slack n/k/a Katherine B. Kunz, as trustee under the Walter A. Bledsoe, Jr. Descendants' Trust F/B/O Katherine B. Slack U/T/A February 27, 2013 to Buyer TBD to be recorded in the Edgar County Recorder's Office, State of Illinois.
- Notice: Please be aware that 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.
- Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes
 effective 1-1-2010. This act places limitations upon our ability to accept certain types of deposits
 into escrow. Please consult with your closer regarding the application of this new law to your
 transaction.
- 7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois Notary Public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- 8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect



- the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or the value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- 9. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
- 10. Allied Capital Title, LLC should be furnished with a statement in writing that there have been no changes made in the Trust Agreement, etc. The company reserves the right to add additional items or make further requirements after review of the requested documentation.



SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXENT 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. Rights or claims of parties in possession not shown by Public Records.
- 2. 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.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. 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.
- 5. Taxes or special assessments which are not shown as existing liens by the Public Records.
- We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
- 7. 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.
- 8. Taxes and assessments for the year 2020 and all subsequent years are a lien but not yet due and payable.

Tax ID #: 03-08-27-300-001

Tax Year: 2019

First Installment of \$1,723.67 is Paid Second Installment of \$1,723.67 is Paid



Taxes for the year(s) 2020 and 2021 are not yet due and payable.

- Terms, provisions and conditions of a Dedication of Right of Way granted to People of the County of Edgar in the State of Illinois, dated March 14, 1956 and recorded January 18, 1957 as Document Number in Book 1 page 134.
- 10. Before a conveyance or mortgage of this land Allied Capital Title, LLC should be supplied with a statement in writing that there have been no changes, etc. to the Partnership. and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
- 11. Allied Capital Title, LLC should be furnished with a statement in writing that there have been no changes made in the Trust Agreement, etc. The company reserves the right to add additional items or make further requirements after review of the requested documentation.
- 12. The premises lie within the #1 Edgar Drainage District and the assessments thereunder are included in the Real Estate Taxes Exception set out above.
- 13. Rights of the public, the State of Illinois, the county, the township and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.
- 14. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.
- 15. Resolution adopted by the Edgar County Board of Supervisors on February 6, 1974, establishing a minimum setback distance (from the centerline) of 100 feet from State Highways, 85 feet from County Highways, 70 feet from Road District (Township) Highways, and 55 feet from any street within a subdivision, to be used by the people of unincorporated areas of Edgar County when constructing future improvements adjacent to the various classes of public streets and highways.
- 16. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the leases.

Note for Information – Wire Instructions for Allied Capital Title, LLC as follows:

Bank: Busey Bank
ABA Routing Number: 071102568



Account Number: 100565670 File Number: 2021-1149



COMMITMENT CONDITIONS

1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I Requirements; 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(i) through 5(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and



- supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a company (the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 90 days* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

