



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: American Title Guaranty, Inc.
 Issuing Office's ALTA® Registry ID: 10008135
 Issuing Office: 2045 Aberdeen Ct Ste B, Sycamore, IL 60178
 Customer Reference: 00032082
 Commitment No.: 00032082
 Property Address: E Sandwich Rd/Sedgewick Rd, Sandwich, IL 60548
 Revision Date:

SCHEDULE A

1. Commitment Date: August 1, 2022 at 04:30 PM
2. Policy to be issued:
 - (a) ALTA Own. Policy (06/17/06)
 Proposed Insured:
 Proposed Policy Amount:
 - (b) ALTA Loan Policy (06/17/06)
 Proposed Insured:
 Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
 Drolsom Family Farm, LLC, a Delaware limited liability company
5. The Land is described as follows:
 DeKalb County:

The Southeast Quarter of Section 12; the Northeast Quarter of Section 13; the North Half of the Southeast Quarter of Section 13; and the Southeast Quarter of the Southeast Quarter of Section 13; all in Township 37 North, Range 5 East of the Third Principal Meridian, in DeKalb County, Illinois;

EXCEPTING THEREFROM the following described parcels of land, to-wit:

That part of the Northeast Quarter of Section 13, Township 37 North, Range 5 East of the Third Principal Meridian being described by commencing at the Northwest corner of said Northeast Quarter, thence South 00 degrees 02 minutes 18 seconds East along the West line of said East Half, a distance of 1130.60 feet for the point of beginning; thence continuing South 00 degrees 02 minutes 18 seconds East along said West line, a distance of 574.04 feet, thence North 84 degrees 56 minutes 47 seconds East, a distance of 529.46 feet, thence North 00 degrees 31 minutes 02 seconds West, a distance of 331.98 feet, thence North 57 degrees 15 minutes 32 seconds West, a distance of 342.81 feet, thence North 87 degrees 34 minutes 17 seconds West, a distance of 236.65 feet to the point of beginning;

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SCHEDULE A

(Continued)

Commitment No.: 00032082

That part of the Northwest Quarter of the Northeast Quarter of Section 13, Township 37 North, Range 5 East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said Northeast Quarter for the point of beginning; thence South 00 degrees 01 minutes 45 seconds East along the West line of said Quarter Section, a distance of 346.75 feet; thence North 89 degrees 58 minutes 15 seconds East, a distance of 626.60 feet; thence North 0 degrees 01 minutes 47 seconds West, a distance of 348.44 feet to the North line of said Section; thence South 89 degrees 48 minutes 58 seconds West along said North line, a distance of 626.60 feet to the point of beginning;

all situated in the Township of Sandwich, DeKalb County, Illinois.

Kendall County:

The East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 18; and the Northwest Quarter of the Northeast Quarter and the Easterly 13.93 chains of the Northeast Quarter of the Northwest Quarter of Section 19, all in Township 37 North, Range 6 East of the Third Principal Meridian in the Township of Little Rock, Kendall County, Illinois; EXCEPTING THEREFROM:

That part of the Southeast Quarter of Section 18, Township 37 North, Range 6 East of the Third Principal Meridian being described by commencing at the Southeast corner of said Section 18; thence Westerly along the South line of said Section 18, a distance of 1728.96 feet for the point of beginning; thence Northerly, perpendicular to said South line, a distance of 544.50 feet; thence Westerly, parallel to said South line, a distance of 400.00 feet; thence Southerly, perpendicular to the last described course, a distance of 544.50 feet to a point on said South line; thence Easterly along said South line, a distance of 400.00 feet to the point of beginning, all in the Township of Little Rock, Kendall County, Illinois; ALSO EXCEPTING THEREFROM the following described property:

That part of the Easterly 13.93 chains (919.38 feet) of the Northeast Quarter of the Northwest Quarter of Section 19, Township 37 North, Range 6 East of the Third Principal Meridian being described by commencing at the point of intersection of the North line of said Northeast Quarter of the Northwest Quarter with the existing fence line monumenting the West line of the East 13.93 chains (919.38 feet) of said Northeast Quarter of the Northwest Quarter for the point of beginning, said point being located 1321.80 feet East of the Northwest corner of said Section 19; thence Easterly along said North line a distance of 60.00 feet; thence Southerly parallel to the monumented West line of said Easterly 13.93 chains, a distance of 584.39 feet to the centerline of a creek; thence Northeasterly and Southeasterly along said centerline of creek a distance of 1392 feet more or less to a point on the South line of said Northeast Quarter of the Northwest Quarter; thence Westerly along said South line 699.56 feet to the monumented West line of said Easterly 13.93 chains; thence Northerly along said West line a distance of 1329.24 feet to the point of beginning, all in the Township of Little Rock, Kendall County, Illinois.

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SCHEDULE A
(Continued)

Commitment No.: 00032082

FIRST AMERICAN TITLE INSURANCE COMPANY


By: Brenda Z Jones
American Title Guaranty, Inc.

Issuing Agent
American Title Guaranty, Inc.

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.: 00032082

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. 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.
5. NOTE - FOR INFORMATIONAL PURPOSES ONLY: To ensure compliance with Public Act #87-1197, the parties to this transaction must provide copies of all documents which are to be recorded as a consequence of this transaction, to American Title Guaranty, Inc. no later than 24 hours prior to the closing of said transaction.
6. In order to consider issuing our full ALTA Loan Policy, we will need our ALTA form to be completed and returned.
7. Marital status and any changes in the way title should be vested should be supplied to this office if not as shown on Schedule A of this Commitment.
8. The standard exceptions 1 through 6 will be deleted from our policy if the insured land is improved with 1-4 residential units upon review and acceptance of the following:
 - a) an acceptable survey
 - b) a properly executed ALTA 2006 Loan and Extended Coverage Statement.
9. Pursuant to the Illinois Good Funds Law, (215 ILCS 155/26) effective January 1, 2010, in connection with any escrows, settlements, or dosing out of a Fiduciary Trust Account or Account, we will accept funds in the aggregate from any single party to the transaction in the following form:

Less than \$50,000.00: Cashier's Checks, Certified Checks, Bank Money Orders, Official Bank Checks, Wired Funds, State of Illinois, Local Government or U.S. Government Check or "Collected Funds" as that term is defined below:

\$50,000.00 and above: Wired Funds, State of Illinois, Local Government or U.S. Government Check or "Collected Funds" as that term is defined below:

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SCHEDULE B
(Continued)

Commitment No.: 00032082

"Collected Funds" means funds fully deposited, finally settled and credited to the Title Company or Title Insurance Agent Fiduciary Account.

10. This transaction may be subject to a confidential order issued pursuant to the Bank Secrecy Act. Information necessary to comply with the confidential order must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.
11. We should be furnished the following documentation:

Evidence that Articles of Organization have been filed with the Secretary of State of Illinois should be furnished for the following Limited Liability Company: Drolsom Family Farm, LLC

The Operating Agreement for Drolsom Family Farm, LLC, a Limited Liability Company, together with all amendments thereto, should be furnished and this commitment is subject to such further exceptions, if any, as may then be deemed necessary.
12. The names, mailing addresses, and tax identification numbers of the transferors of said property must be provided to this office prior to or at the time of closing. In addition, the allocation of the gross proceeds among transferors should be provided. If no allocation is given to this office, each transferor will receive a 100% allocation of the gross proceeds on the 1099-S reported to the Internal Revenue Service.

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SCHEDULE B
(Continued)

Commitment No.: 00032082

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements, not shown by Public Records.
3. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
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, if any, not shown as existing liens by the Public Records.
6. 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.
7. The lien of taxes for the year 2022 and thereafter.

DeKalb County:

Permanent Index Number: 19-12-400-002
First Installment 2021 taxes \$3511.35 have been paid.
Second Installment 2021 taxes \$3511.35 have been paid.

Permanent Index Number: 19-12-400-003
First Installment 2021 taxes \$480.31 have been paid.
Second Installment 2021 taxes \$480.31 have been paid.

Permanent Index Number: 19-13-200-004
First Installment 2021 taxes \$3389.40 have been paid.
Second Installment 2021 taxes \$3389.40 have been paid.

Permanent Index Number: 19-13-200-006

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SCHEDULE B
(Continued)

Commitment No.: 00032082

First Installment 2021 taxes \$344.34 have been paid.
Second Installment 2021 taxes \$344.34 have been paid.

Permanent Index Number: 19-13-400-001
First Installment 2021 taxes \$2530.48 have been paid.
Second Installment 2021 taxes \$2530.48 have been paid.

Kendall County:

Permanent Index Number: 01-18-300-002
First Installment 2021 taxes \$4266.82 have been paid.
Second Installment 2021 taxes \$4266.82 have been paid.

Permanent Index Number: 01-19-200-008
First Installment 2021 taxes \$1359.51 have been paid.
Second Installment 2021 taxes \$1359.51 have been paid.

8. Rights of way for drainage ditches, tiles, feeders and laterals.
9. If any document referenced herein contains a covenant, condition or restriction violative of 42 USC 3604 (c), such covenant, condition or restriction to the extent of such violation is hereby deleted.
10. Terms, powers, provisions and limitations of the Limited Liability Company Operating Agreement under which title to the property is held.
11. An affidavit should be furnished showing that George P. Drolsom the grantor in the Deed in Trust recorded as Document No. 99020647 is the same person as George Peter Drolsom who acquired title to the property insured herein by deed recorded as Document No. 395662
12. The Trustee's Deed from Linda S. Drolsom and Gene Shumway, as Successor Co-Trustees of the George P. Drolsom Trust under trust agreement dated May 19, 1991 to Drolsom Family Farm, LLC recorded February 28, 2020 as Document No. 2020001721 may be defective in that there are two errors in the legal description.
Said errors should be corrected and the document should be re-recorded prior to any further conveyance of the land.
13. Affecting DeKalb County property:

Agreement for Right of Way made by Dr. George A. Drolsom and Irene B. Drolsom, his wife, and given to Northern Illinois Gas Company dated March 23, 1960 and recorded April 28, 1960 in Book 336 on page 39.

Agreement for Right of Way made by Harriet E. Smith and given to Northern Illinois Gas Company dated May 17, 1960 and

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SCHEDULE B
(Continued)

Commitment No.: 00032082

recorded June 21, 1960 in Book 337 on page 689.

NOTE: Affects property located in neighboring Kendall County, but the point of beginning is on the East line of the subject property.

Rights of Commonwealth Edison Company to use the roads and highways in said Township for the transmission and distribution of electrical energy as per the resolution recorded as Document No. 306123.

Plat and Certificate of Survey made by Ronald D. Bauer, Illinois Professional Land Surveyor No. 2352 dated March 11, 2009 recorded March 13, 2009 as Document No. 2009003802; said survey approved per Section 4.02.D.2 of the DeKalb County Zoning Ordinance.

Easements granted pursuant to United States District Court Northern District of Illinois Case No. 1:01-CV-04696, Guardian Pipeline, LLC, plaintiff, recorded June 10, 2009 as Document No. 2009008468.

Grant of Easement for Public Road Purposes made by George Drolsom and given to the Sandwich Road District by documents recorded August 15, 2012 as Document Nos. 2012009620, 2012009621, and 2012009623.

Plat and Certificate of Survey made by Ronald D. Bauer, Illinois Professional Land Surveyor No. 2352 dated December 10, 2020 recorded December 14, 2020 as Document No. 2020013450; said survey approved per Section 4.02.D.2 of the DeKalb County Zoning Ordinance.

Memorandum of Option Agreement for Underground Line Transmission Easement made by Drolsom Family Farm, LLC and SOO Green HVDC Link Projectco, LLC dated February 12, 2021 and recorded April 7, 2021 as Document No. 2021004445.

14. Subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. §§ 499a, et seq.), the Packers and Stockyards Act (7 U.S.C. §§ 181, et seq.) or under similar federal or state laws.
15. Rights of the public, the State of Illinois and the municipality, in and to that part of the land, if any, taken or used for road purposes.
16. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.
17. END OF SCHEDULE B - SECTION II

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