

ALTA 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 Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I-Requirements;
 - f. Schedule B, Part II-Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
 - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:	
Issuing Agent:	Kaiser Abstract Company
Issuing Office:	111 S. State Street, Monticello, IL 61856 - 217-762-7041
Issuing Office's ALTA® Registry ID:	0001003
Loan ID No.:	
Commitment No.:	24-160
Issuing Office File No.:	24-160
Property Address:	Maroa Township Real Estate, Macon County, IL 61756

SCHEDULE A

- 1. Commitment Date: February 23, 2024 at 05:00 PM
- 2. Policy to be issued:
 - a. ALTA Owner's Policy (2021) Proposed Insured: TBD Proposed Amount of Insurance: \$ 500,000.00 The estate or interest to be insured: Fee Simple
- 3. The estate or interest in the Land at the Commitment Date is: Fee Simple
- 4. The Title is, at the Commitment Date, vested in: Tract 1: John Agee, Jr, a married person NOTE: Error in the chain of title see note in requirements

Tract 2 and 3: WHA Farm LLC, an Illinois Limited Liabilty Company.

5. The Land is described as follows:

Tract 1:

That part of the North Half (N1/2) of the Northeast Quarter (NE1/4) of Section Seventeen (17), Township Eighteen (18)North, Range Three (3) East of the Third Principal Meridian, Macon County, Illinois, described as follows: Beginning at an existing iron pin marking the Northwest corner of the Northeast Quarter (NE1/4), of said Section 17; thence North 88°49'05" East-1966.39 feet along the North line of the Northeast Quarter (NE1/4) of said Section 17 to an existing iron pin; thence South 0°31'04" West-300.00 feet to an existing iron pin; thence North 88°49'05" East-692.00 feet to an existing iron pin on the East line of the Northeast Quarter (NE1/4) of said Section 17; thence South 0°31 '04" West-1032.43 feet along said East line to an existing iron pin marking the Southeast corner of the North Half (N 1 /2) of the Northeast Quarter (NE 1 /4) of said Section 17; thence South 88°49'36" West-2665.02 feet along the South line of the North Half (N1/2) of the Northeast Quarter (NE1/4) of said Section 17; thence South 17; thence South 88°49'36" West-2665.02 feet along the South line of the North Half (N1/2) of the Northeast Quarter (NE1/4) of said Section 17; thence South 88°49'36" West-2665.02 feet along the South line of the North Half (N1/2) of the Northeast Quarter (NE1/4) of said Section 17; thence fit hence fit hence North 0°48'10" East-1332.24 feet along the West line of the Northeast Quarter (NE1/4) of said Section 17 to the point of beginning. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 10-03-17-200-005

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SCHEDULE A

(Continued)

Tract 2:

The South Half (S1/2) of the Northeast Quarter (NE1/4) of Section Seventeen (17), Township Eighteen (18) North, Range Three (3) East of the Third Principal Meridian. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 10-03-17-200-002

Tract 3:

The Northwest Quarter (NW1/4) of Section Sixteen (16), Township Eighteen (18) North, Range Three (3) East of the Third Principal Meridian;

EXCEPT a parcel of land 93.00 feet North and South by 124.00 feet East and West in the Northwest corner of the West Half (W1/2) of the Northwest Quarter (NW1/4) of Section Sixteen (16), Township Eighteen (18) North, Range Three (3) East of the Third Principal Meridian;

AND EXCEPT that part of the Northwest Quarter (NW1/4) of Section Sixteen (16), Township Eighteen (18) North, Range Three (3) East of the Third Principal Meridian being described as follows: beginning at a point on the North line of the Northwest Quarter (NW 1/4) of said Section 16, said point lying 124.00 feet East of the Northwest corner thereof; thence North 89°05'21" East-201.00 feet along said North line to an iron pin set; thence South 0°30'56" West-265.00 feet to an iron pin set; thence South 89°05'21" West-325.00 feet to a nail and washer set on the West line of the Northwest Quarter (NW 1/4) of said Section 16; thence North 0°30'56" East-172.00 feet along said West line; thence North 89°05'21" East-124.00 feet; thence North 0°30'56" East-93.00 feet to the point of beginning. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 05-03-16-100-006

Kaiser Abstract Company

Bv: Renee' Kovak, Manager

Chicago Title Insurance Company

Bv Michael J. Nolan

President

ATTEST: Mayou hemog Marjorie Nemzura

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Chicago Title Insurance Company

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. 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. The Company should be provided a statement from the borrower(s) relative to any mortgage shown on Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or post postponed payments or other restructuring of the debt secured by the mortgage.
- 7. Please send CPL requests, Prelim CDF requests and closing documents to rkoyak@kaiserabstract.com.

NOTE: All incoming funds between \$500.00 and \$49,999.99 will need to be in the form of a cashier's check, anything \$50,000.00 or greater will need to be wired.

- 8. 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.
- 9. We should be furnished:

(A) Certification from the Illinois Secretary of State that WHA Farm, LLC has properly filed its Articles of Organization, (B) A Copy of the Articles of Organization, together with any amendments thereto,

- (C) A copy of the Operating Agreement, if any, together with any amendments thereto,
- (D) A list of incumbent Managers or of incumbent Members if Managers have not been appointed, and
- (E) Certification that no event of Dissolution has occurred.

NOTE: In the event of a sale of all or substantially all of the assets of the LLC or of a sale of LLC assets to a Member or Manager, we should be furnished a copy of a resolution authorizing the transaction adopted by the Members of said LLC.

10. INFORMATIONAL NOTE Regarding Tract 1: In 1972, Dale L. Agee and Regina F. Agee recieved title to Tract 1 as tenants in common, as shown on Document No. 914166 in Book 1730 on Page 604. Then in 2002, Dale L. Agee and Regina F. Agee deeded the property to Dale L. Agee individually on Document No. 1610472 in Book 3267 on Page 861. Dale L. Agee died November 14, 2003. No Probate was found for Dale L. Agee. The next deed of record, is Document No. 1873811 in Book 4378 on Page 230, is a transfer by Regina F. Agee to the Regina F. Agee Trust. Finally, the Regina F. Agee Trust transfes the property to John Agee, Jr. as shown in Document No. 1990862 in Book 4871 on Page 979.

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SCHEDULE B

(Continued)

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- 2. Rights or claims of parties in possession not shown by Public Records.
- 3. Any Encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
- 4. Easements, or claims of easements, not shown by the Public Records.
- 5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 6. Taxes or special assessments which are not shown as existing liens by the Public Records.
- 7. 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.
- 8. Taxes for the year 2023 and 2024, which are a lien although not yet due or payable.
- 9. Taxes for the year 2022 are in the total amount of \$3,973.68 PAID Property Tax No. 10-03-17-200-005. (Tract1)
 Taxes for the year 2022 are in the total amount of \$3,760.52 PAID Property Tax No. 10-03-17-200-002. (Tract 2)
 Taxes for the year 2022 are in the total amount of \$8,381.16 PAID Property Tax No. 05-03-16-100-006. (Tract 3)
- 10. 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.
- 11. Rights of way for drainage ditches, drain tile, feeders, laterals, and underground pipes, if any, not shown of record.
- 12. Existing unrecorded farm leases, if any.

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SCHEDULE B

(Continued)

- 13. Financing statements, if any.
- 14. The premises in question is located in the boundaries of Friends Creek and Maroa 9 Drainage District and is subject to the rules and regulations thereof; it may be subject to levy and assessment as part of the general real estate tax bill (Tract 2).
- 15. The premises in question is located in the boundaries of Maroa and Friends Creek 8 Drainage District and is subject to the rules and regulations thereof; it may be subject to levy and assessment as part of the general real estate tax bill.

(Tract 3).

 Right of Way Agreement dated February 1, 1939 and recorded May 10, 1939 in Volume 779 of Deeds at page 601 as Document No. 309995 to Illana Company, a Delaware Corporation. (For Further important provisions see records.) (Tracts 1 and 2).

NOTE: Assignment and Assumption Agreement by and between Conocophillips Pipe Line Company, a Delaware corporation and Wood river Pipe Lines LLC, a Delaware limited liability company, dated November 18, 2009 and recorded November 14, 2011 in Book 4179 on Page 192 as Document No. 1824267.

 Easement dated November 21, 1945 and recorded December 20, 1945 in Volume 894 of Deeds at page 126 as Document No. 395781 to Illinois Power Company, an Illinois Corporation. (Tract 3)

(For Further important provisions see records.)

 Right of Way Agreement dated July 13, 1951 and recorded August 31, 1951 in Volume 1077 of Deeds at page 419 as Document No. 509869 to Phillips Petroleum Cormpany and all subsidiary companies, their successors and assigns. (For Further important provisions see records.) (Tracts 1 and 2).

NOTE: Assignment and Assumption Agreement by and between Conocophillips Pipe Line Company, a Delaware corporation and Woodriver Pipe Lines LLC, a Delaware limited liability company, dated November 18, 2009 and recorded November 14, 2011 in Book 4179 on Page 192 as Document No. 1824267.

19. Oil and Gas Lease dated May 14, 1963 and recorded August 5, 1963 in Volume 1457 of Deeds at page 606 as Document No. 772296 to Pims Oil Co..

(For Further important provisions see records.)

(Tract 1 and 2)

Assignment of Oil and Gas Leases dated June 10, 1963 and recorded August 16, 1963 as Document No.772823 from Pims Oil Company, Inc., an Ohio Corporation to Northern Basin Oil Company, Inc., an Illinois corporation.

20. Oil and Gas Lease dated May 14, 1963 and recorded August 5, 1963 in Volume 1457 of Deeds at page 608 as Document No. 772297 to Pims Oil Co..

(Tract 3)

(For Further important provisions see records.)

Assignment of Oil and Gas Leases dated June 10, 1963 and recorded August 16, 1963 as Document No.772823 from Pims Oil Company, Inc., an Ohio Corporation to Northern Basin Oil Company, Inc., an Illinois corporation.

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SCHEDULE B

(Continued)

 Right of Way Agreement dated August 22, 1963 and recorded September 4, 1968 in Volume 1628 of Deeds at page 613 as Document No. 856362 to Phillips Pipe Line Co., a corporation. (Tract 1)

(For Further important provisions see records.)

22. Right of Way Agreement dated March 23, 1971 and recorded May 3, 1971 in Volume 1698 of Deeds at page 154 as Document No. 897076 to Explorer Pipeline Company, a Delaware Corporation. (Tract 2)

(For Further important provisions see records.)

23. Right of Way Agreement dated March 22, 1971 and recorded May 3, 1971 in Volume 1698 of Deeds at page 157 as Document No. 897077 to Explorer Pipeline Company, a Delaware Corporation. (Tract 1)

(For Further important provisions see records.)

24. Easement dated March 9, 1978 and recorded March 28, 1978 in Volume 1959 of Deeds at page 124 as Document No. 1043614 to Illinois Power Company, an Illinois Corporation. (Tract 1)

(For Further important provisions see records.)

NOTE: Subordination Agreement dated May 2, 1978 and recorded May 10, 1978 in Book 19665 on Page 670 as Document No. 1047251.

 Easement dated March 20, 1978 and recorded April 6, 1978 in Volume 1960 of Deeds at page 262 as Document No. 1044263 to Illinois Power Company, an Illinois Corporation. (Tract 2)

(For Further important provisions see records.)

- 26. Supplemental Indenture made by and between Illinois Power Company and Harris Trust and Savings Bank, dated September 15, 1980 and recorded September 17, 1980 in Book 2052 on Page 677 as Document No. 1102881 (Tracts 1 and 2).
- Notice of Drainage Easements recorded January 26, 2023 in Volume 4937 of Deeds at page 163 as Document No. 2007279 to Union Drainage District No. 9 of Maroa and Friends Creek Townships. (For Further important provisions see records.)
- 28. Mortgage dated December 28, 2021 and recorded January 3, 2022 as Document No. 1990864 made by John Presley Agee Jr a/k/a John Agee, Jr, a married person to Heartland Bank and Trust Company to secure an indebtedness in the principal amount of \$1,404,000.00 with interest as therein specified and subject to covenants, agreements and conditions therein contained.

(Tract 2)

29. Mortgage dated October 20, 2023 and recorded October 23, 2023 as Document No.2017856 made by John Presley Agee, Jr, a/k/a John Agee, Jr. to Heartland Bank and Trust Company to secure an indebtedness in the principal amount of \$2,440,944.79 with interest as therein specified and subject to covenants, agreements and conditions therein contained. (Tract 2)

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