



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

AGENT'S FILE NUMBER

21-14860

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN 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 EXTRACTIONAL 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, **First American Title Insurance Company**, a Nebraska 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 Policy Amount and the name of the Proposed Insured.

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

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

Agency Office

WESTERN ILLINOIS TITLE COMPANY

126 West Exchange Street

PO Box 179

Cambridge, IL 61238

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; 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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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;
 - (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(a)(i) through 5(a)(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.

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(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>.

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

File No. **21-14860**

1. Effective Date: **October 6, 2021 at 4:30 pm**

2. Policy or Policies to be issued: Amount

(a) ALTA Owner's Policy (6-17-06) \$ **tbd**

Proposed Insured:

(b) _____ \$

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is fee simple.

4. Title to the fee simple estate or interest in the land is at the Effective Date hereof vested in:

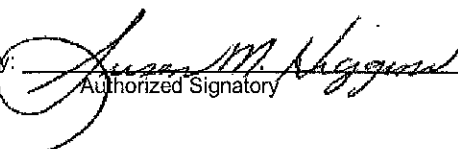
Iowa Jard Corporation, an Iowa Corporation

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

See Continuation of Schedule A for Legal Description

Countersigned:

WESTERN ILLINOIS TITLE COMPANY

By:  _____
Authorized Signatory



First American Title™

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

(continued)

File No. **21-14860**

LEGAL DESCRIPTION

The West Half of section 18, Township 14 North, Range 2 East of the 4th P.M., Henry County, Illinois except the South 194 acres thereof.

Commencing at the North Quarter Corner of said Section, thence South 02 degrees – 06 minutes West for 1225.5 feet along the East line of the West Half of Section 18 to the point of beginning; thence continuing South 02 degrees - 06 minutes West for 1459.0 feet to the center of Section 18; thence South 02 degrees – 26 minutes West for 480.0 feet along the East line of the West Half of Section 18, thence North 87 degrees – 34 minutes West for 435.6 feet; thence North 02 degrees – 26 minutes East for 594.0 feet; thence South 78 degrees – 06 minutes West for 784.6 feet; thence North 06 degrees – 07 minutes West for 853.2 feet; thence South 85 degrees – 17 minutes West for 782.3 feet to the West line of Section 18; thence North 00 degrees – 16 minutes West for 599.8 feet along the West line of said Section; thence North 86 degrees – 54 minutes East for 2127.7 feet to point of beginning. The above described tract of land contains 57.0 acres more or less.

The South Half (S ½) of the Northwest fractional Quarter of Section Seven (7); 115 acres off the West side of the Southwest Quarter (SW ¼) of Section Seven (7); Township Fourteen (14) North, Range Two (2) East of the 4th P.M., Henry County, Illinois, excepting therefrom:

A parcel of land located in Section 7, Township 14 North, Range 2, East, 4th Principal Meridian, Henry County, Illinois, and more particularly described as follows:

Beginning at the Southwest Corner of said Section 7, thence North 86 degrees 38 minutes East along the South line of the Southwest Quarter of Section 7 for 983 feet; thence North 00 degrees 55 minutes East 3,672 feet to a point; thence South 86 degrees 37 minutes West 994 feet to a point; thence South 00 degrees 29 minutes East 3,990.9 feet to the point of beginning.

This property is also known as Tract II and Tract III on that certain Plat of Survey done by James A. West, dated March 31, 1988. Said Survey being recorded as Document No. 88R2391 in the Office of the Recorder of Deeds of Henry County, Illinois, on the 15th day of May, 1988.

The Northeast Quarter of Section 13, Township 14 North, Range 1 East of the 4th P.M., Henry County, Illinois, except that portion thereof acquired for Interstate Highway No. 74 and further except the following:

Commencing at the Northeast corner of the Northeast Quarter of said Section 13, and running S 0°00' along the East line of the Northeast Quarter of said Section 13 458.31 ft. to the point of beginning; thence continuing S 0°00' along the East line of the Northeast Quarter of said Section 13 620.00 ft; thence North 90°00' West 230.00 ft; thence North 0°00' 60.00 ft.; thence North 90°00' West 205.00 ft.; thence North 0°00' 560.00 ft.; thence North 90°00' East 435.00 ft. to point of beginning, containing 5.91 acres more or less.

PARCEL ID: 22-18-100-001; 22-18-100-003; 22-07-300-003; 22-13-200-003

PROPERTY ADDRESS: Farmland, Woodhull, IL 61490



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COMMITMENT FOR TITLE INSURANCE

SCHEDULE B – SECTION I REQUIREMENTS

File No. **21-14860**

The following are the requirements to be complied with:

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. NOTE: 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.
5. 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.
6. 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.
7. Proper Instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
 - a. **Deed conveying the premises described in Schedule A herein.**
8. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.



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SCHEDULE B – SECTION II EXCEPTIONS

File No. **21-14860**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete 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/ACSM land title survey standards for commercial/industrial property.
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 assessments which are not shown as existing liens by either the public records or the records of any taxing authority that levies taxes or assessments on real property.
7. Real estate taxes and municipal charges as follows: Subject to taxes and assessments for year **2021** and all subsequent years.

Parcel ID #: 22-18-100-001; 22-18-100-003; 22-07-300-003; 22-13-200-003

Taxes for the 1st installment of the year 2020 are paid in the amount of \$931.67; \$736.67; \$1,904.17; \$1,605.50.

Taxes for the 2nd installment of the year 2020 are paid in the amount of \$931.67; \$736.67; \$1,904.17; \$1,605.50.

8. Any existing, unrecorded leases, if any, and rights of parties in possession under such unrecorded leases.
9. Any claim that the Title is 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.

(NOTE: a form known as the "Affidavit and Indemnity Regarding Perishable Agricultural Commodities Act and Packers and Stockyard Act Statutory Trust" must be completed. See attached document).

10. Upon a conveyance or mortgage of the land, a certified copy of proper resolutions passed by the authorized representative(s) of the party in title authorizing the execution of the deed of conveyance or mortgage should be furnished.
Franchise tax in favor of the State of Illinois Iowa Jard Corporation, an Iowa Corporation.
NOTE: We should be furnished Proof of Good Standing in the State of Illinois for the above noted



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SCHEDULE B – SECTION II

(continued)

File No. **21-14860**

corporation.

A certified copy of the charter and amendments thereto, if any, and of the bylaws of the following corporation should be furnished, and this commitment is subject to such further exceptions, if any, as may then be deemed necessary: Iowa Jard Corporation, an Iowa Corporation.

11. Grant of Easement recorded 4/19/2010 as Document #20-1002363 made with Invenergy Wind Development, copy attached.
12. First Amendment to Agreement Regarding Easements recorded 5/6/2016 as Document #20-1602559, copy attached.
13. Assignment and Assumption Agreement recorded 12/18/2017 as Document #20-1707314, copy of page 1 attached. Said Document is 76 pages and would cost \$76.00 for a copy.
14. Private Right of Way Easement recorded April 14, 1997 as Document No. 9702551 made by Iowa Jard Corporation, to Illinois Bell Telephone Company, a/k/a Ameritech Illinois.
15. Private Right of Way Easement recorded July 1, 1997 as Document No. 9705018 made by Iowa Jard Corporation, to Illinois Bell Telephone Company, a/k/a Ameritech Illinois.
16. Private Right of Way Easement recorded April 14, 1997, as Document No. 9702590 made by Iowa Jard Corporation, to Illinois Bell Telephone Company, a/k/a Ameritech Illinois.
17. Confirmed special assessments, if any, constructive notice of which is not imparted by the records of the Recorder of Deeds.
18. NOTE: Drainage assessments, drainage taxes, water rentals and water taxes should be considered when dealing with the land.
19. Financing Statement, if any. (None found in Counties listed in schedule A)
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.



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SCHEDULE B – SECTION II

(continued)

File No. **21-14860**

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

NOTE FOR INFORMATIONAL PURPOSES:

"The final 2006 ALTA Policy issued will contain an arbitration provision. When the Amount of Insurance is \$2,000,000.00 or less, all arbitral matters in dispute shall be arbitrated at the option of either the Company or the Insured and will be the exclusive remedy available to the Parties. You may review a copy of the arbitration rules at <http://www.alta.org>."