

HENRY COUNTY, IL
BARBARA M. LINK
COUNTY CLERK-RECORDER

RECORDED ON 04/19/2010

DOCUMENT TIME 01:23:11PM

REC. FEE: 34.00
RHSPS FEE: 10.00
PAGES: 7

GRANT OF EASEMENTS
(the "Grant of Easements")

PREPARED BY:

Invenergy Wind LLC
Attn: Joseph Condo
One South Wacker Drive
Suite 1900
Chicago, IL 60606 312-582-1400

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Invenergy Wind Development LLC
c/o Invenergy LLC
Attn: Land Administration
One South Wacker Drive
Suite 1900
Chicago, IL 60606 312-582-1400

See Exhibit A

Parcel Number

- 2113200003
- 2207300003
- 2218100001
- 2218100003

January 19th THIS GRANT OF EASEMENTS is made, dated and effective as of *January 19th*, 2010 (the "Effective Date"), between **Iowa Jard Corporation, an Iowa Corporation** (together with their successors, assigns and heirs, "Owner"), and **Invenergy Wind Development LLC** (together with its transferees, successors and assigns, "Grantee"), and in connection herewith, Owner and Grantee agree, covenant and contract as set forth in this Grant of Easements.

1. Grant of Easement and Profits. For good and valuable consideration, the receipt of which is hereby acknowledged by Owner, Owner hereby grants, bargains, sells, conveys and warrants to Grantee an exclusive easement for wind energy purposes and for any and all activities related thereto upon, over, across and under the real property of Owner located in the County of Henry, State of Illinois and legally described on Exhibit A attached hereto and incorporated herein (the "Property"), together with the right to all rents, royalties, credits and profits derived from wind energy purposes upon, over, across and under the Property.

2. Under this Grant of Easements, "wind energy purposes" means converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted, and "any and all activities related thereto" includes, without limitation:
 - (a) determining the feasibility of wind energy conversion and other power generation on the Property or on adjacent lands, including studies of wind speed, wind direction and other meteorological data, and extracting soil samples;
 - (b) constructing, laying down, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines, underground electrical and communication lines, aboveground electrical and communications lines between Grantee's substations and an energy distribution facility (such overhead lines specifically not being permitted between the locations of wind turbine electricity generation and Grantee's substation), electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with large wind turbine installations, roads, meteorological towers and wind measurement equipment, and related facilities and equipment (collectively "Windpower Facilities") on the Property;
 - (c) undertaking any other activities, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing, including without limitation, exercising the right of ingress to and egress from Windpower Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time;
 - (d) allowing the rotors of wind turbines installed on adjacent land to overhang the Property;
 - (e) capturing, using and converting the unobstructed wind resources over and across the Property; and
 - (f) permitting electromagnetic, audio, flicker, visual, view, light, noise, vibration, air turbulence, wake, electrical, radio interference, shadow or other effects attributable to the Windpower Facilities or any other operational or development activities.
3. The easement granted under this Grant of Easements shall commence on the Effective Date and continue until the twenty fifth (25th) anniversary of the earlier of (i) the date seven (7) years thereafter, or (ii) the date on which Grantee begins selling electrical energy generated by all of the wind turbines to be included in the Project (as defined in the Agreement Regarding Easements, which in turn is defined in Paragraph 4 below) to a third party power purchaser, regardless of whether Windpower Facilities are installed on the Property, and may be extended for an additional period of ten (10) years at Grantee's option in accordance with the terms specified in the Agreement Regarding Easements.

4. Additional terms regarding certain payments to be made by Grantee to Owner, rights of Grantee and Owner to terminate the Grant of Easements, compliance with governmental requirements, representations and warranties by Grantee and Owner to each other, third party use restrictions, and other matters are stated in that certain Agreement Regarding Easements dated concurrently herewith by and between Owner and Grantee (the "Agreement Regarding Easements"). The Agreement Regarding Easements is hereby incorporated into this Grant of Easements by reference.
5. This Grant of Easements shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land.
6. Except as otherwise set forth in the Agreement Regarding Easements, Owner shall have no ownership, lien, security or other interest in any Windpower Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Windpower Facilities at any time.
7. This Grant of Easements may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, Owner and Grantee have executed this Grant of Easements as of the date first above written.

"Owner"

Iowa Jard Corporation

By: Marilyn Deegan

Name: Marilyn Deegan

Title: President

By: Robert Deegan

Name: Robert Deegan

Title: Secretary

ACKNOWLEDGMENT

STATE OF IOWA)
) SS.
COUNTY OF JACKSON)

Personally came before me this 19th day of January, 2010, **Robert Deegan and Marilyn Deegan, on behalf of Iowa Jard Corporation**, who executed the foregoing instrument, and acknowledged the same.

(S E A L)



Name: Susanne McIninn
Notary Public, State of Iowa
My Commission Expires: 12-11-12

IN WITNESS WHEREOF, Owner and Grantee have executed this Grant of Easements as of the date first above written.

“Grantee”

Invenergy Wind Development LLC

By: *Bryan Schueler*

Name: Bryan Schueler
Vice President

Title: _____

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 24 day of February, 2010, Bryan Schueler, the Vice President of Invenergy Wind Development LLC, a limited liability company, who executed the foregoing instrument, and acknowledged the same, on behalf of **Invenergy Wind Development LLC**.

(S E A L)

Name: *Stephanie Y Aiden*
Notary Public, State of Illinois
My Commission Expires: 2.27.2012

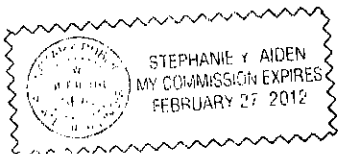


EXHIBIT A

The Property

Schedule of Locations:

<u>Parcel Number</u>	<u>County</u>	<u>Township/ Range</u>	<u>Section</u>	<u>Acreage</u>
2113200003	Henry	14/1	13	140.26
2207300003	Henry	14/2	7	92.42
2218100001	Henry	14/2	18	60.00
2218100003	Henry	14/2	18	57.00
			Total	<u>349.68</u>

Legal Description:

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.

PIN #2113200003

The South Half of the Northwest fractional Quarter of Section 7: 115 acres off the West side of the Southwest Quarter of Section 7, Township 14 North, Range 2 East of the 4th P.M., Henry County, Illinois, excepting a parcel of land 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 3990.9 feet to the point of beginning.

PIN #2207300003

The West Half of Section 18, Township 14 North, Range 2 East of the Fourth P.M., Henry County, Illinois, except the South 194 acres thereof, containing 60 acres more or less, subject to any and all existing rights of way for public highways, utilities and drainage.

PIN #2218100001

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 1469.0 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 653.2 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 85 DEGREES - 54 MINUTE; EAST FOR
2127.7 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED
TRACT OF LAND CONTAINS 57.0 ACRES, MORE OR LESS, AND IS
SUBJECT TO EASEMENTS FOR PUBLIC UTILITIES AND PUBLIC ROADS
ALONG THE WEST AND EAST SIDES OF THE HALF SECTION.

PIN #2218100003



20-1602559

Prepared by:
Invenergy Wind Development LLC
ATTN: Chris Genetos
One South Wacker Drive, Suite 1800
Chicago, Illinois 60606

HENRY COUNTY, IL
BARBARA M. LINK
COUNTY CLERK-RECORDER
RECORDED ON 05/06/2016
DOCUMENT TIME 11:48:26AM
REC. FEE: 57.00
RHSPS FEE: 9.00
PAGES: 6

After recording return to:
Invenergy Wind Development LLC
One South Wacker Drive, Suite 1800
Chicago, Illinois 60606
ATTN: Land Administrator

See Exhibit A

Parcel Number 2113200003
2207300003
2218100001
2218100003

FIRST AMENDMENT TO AGREEMENT REGARDING EASEMENTS

THIS FIRST AMENDMENT TO AGREEMENT REGARDING EASEMENTS (this "Amendment") is made, dated as of January 20, 2016, by and between **Iowa Jard Corporation**, an **Iowa Corporation** (together with its transferees, successors and assigns, "Owner"), and **Invenergy Wind Development LLC**, a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"), and in connection herewith, Owner and Grantee agree, covenant and contract as set forth in this Amendment.

WITNESSETH:

WHEREAS, Grantee and Owner are parties to that certain Agreement Regarding Easements dated January 19, 2010 and recorded by that Grant of Easements on April 19, 2010 as Instrument #20-1002363 in the official records of Henry County, Illinois (collectively, the "Agreement"), as such property is more particularly described in Exhibit A.

WHEREAS, Grantee and Owner desire to amend the Agreement on the terms and conditions as provided below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantee and Owner hereby agree that the Agreement shall be amended as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated herein by this reference.
2. **Development Term.** Section 3 of the Agreement is hereby modified by deleting the reference to "seven (7) years" and replacing it with "twelve (12) years".

3. **Owner's Right to Terminate.** Section 12.2 of the Agreement is hereby modified by deleting the reference to "seven (7) years" and replacing it with "twelve (12) years".

4. **Ratification.** Except as set forth in this Amendment, all of the terms, covenants, and conditions of the Agreement and all the rights and obligations of Owner and Grantee thereunder, shall remain in full force and effect, and are not otherwise altered, amended, revised, or changed.

5. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto having due authorization on behalf of their respective entities have executed this Amendment as of the day and year set forth above.

Grantee: Invenegy Wind Development LLC

By:

Name: Kevin E. Parzyck

Title: Vice President

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 8 day of March, 2016, Kevin E. Parzyck who executed the foregoing instrument, and acknowledged the same on behalf of Invenegy Wind Development LLC.

(SEAL)

Name: Samia K. Atasi
Notary Public, State of Illinois
My Commission Expires: 4/9/19



Owner:

Iowa Jard Corporation

By: Marilyn Deegan

Name: Marilyn Deegan

Title: President

ACKNOWLEDGMENT

STATE OF IOWA)
) SS.
COUNTY OF Jackson)

Personally came before me this 20th day of January 2016, 2016, **Marilyn Deegan, on behalf of Iowa Jard Corporation** who executed the foregoing instrument, and acknowledged the same.

(S E A L)

Name: Patricia Wilson
Notary Public, State of Iowa
My Commission Expires: 12-11-18

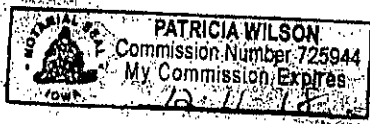


Exhibit A
Legal Description

Schedule of Locations:

<u>Parcel Number</u>	<u>County</u>	<u>Township/ Range</u>	<u>Section</u>	<u>Acreage</u>
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2218100003	Henry	14/2	18	57.00
Total				349.68

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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.

PIN #2113200003

The South Half of the Northwest fractional Quarter of Section 7: 115 acres off the West side of the Southwest Quarter of Section 7, Township 14 North, Range 2 East of the 4th P.M., Henry County, Illinois, excepting a parcel of land 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 3990.9 feet to the point of beginning.

PIN #2207300003

The West Half of Section 18, Township 14 North, Range 2 East of the Fourth P.M., Henry County, Illinois, except the South 194 acres thereof, containing 60 acres more or less, subject to any and all existing rights of way for public highways, utilities and drainage.

PIN #2218100001

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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 1469.0 FEET TO THE CENTER OF SECTION 18;
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NORTH 87 DEGREES - 34 MINUTES WEST FOR 495.8 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 MINUTE; EAST FOR
2127.7 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED
TRACT OF LAND CONTAINS 57.0 ACRES, MORE OR LESS, AND IS
SUBJECT TO EASEMENTS FOR PUBLIC UTILITIES AND PUBLIC ROADS
ALONG THE WEST AND EAST SIDES OF THE HALF SECTION.
PIN #2218100003



* 20 - 1707314 *

20-1707314

HENRY COUNTY, IL
BARBARA M. LINK
COUNTY CLERK-RECORDER
RECORDED ON 12/18/2017
DOCUMENT TIME 02:15:48PM
REC. FEE: 127.00
RHSPS FEE: 9.00
PAGES: 76

This Document was Prepared by
and when Recorded, Return to:
Chris Genetos, Esq.
Bishop Hill Energy III LLC
1 S. Wacker Dr., Suite 1800
Chicago, IL 60606

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of December 8, 2017, by Invenergy Wind Development LLC, a Delaware limited liability company ("Assignor") and Bishop Hill Energy III LLC, a Delaware limited liability company ("Assignee").

RECITALS:

A. Assignor is party to those certain agreements listed on Exhibit A (the "Agreements") encumbering certain real property in Henry County, Illinois pursuant to which Assignor has certain rights and obligations.

B. In accordance with the terms hereof, the parties desire that Assignor assign all of its rights under the Agreements to Assignee and that Assignee assume all of the obligations of Assignor as more particularly set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1: Conveyance and Assignment. Effective as of the date hereof, Assignor hereby irrevocably assigns and conveys to Assignee, all right, title and interest of Assignor in and to the Agreements with respect to the real property legally described on Exhibit A ("Property"). Assignor and Assignee acknowledge that for certain Agreements, the Property described on Exhibit A does not represent all of the real property subject to the Agreements, it being the intent of Assignor and Assignee only to transfer interests in the real property actually described on Exhibit A. Without limiting the generality of the foregoing, on and after the date hereof,

**Western Illinois Title Company
331 Weinberg Arcade
Galesburg, Illinois 61401**

Tract Search

File No.: 20097517

Date: October 9, 2009

TO: Lynn Deegan

EFFECTIVE DATE: 10/7/2009

GRANTEE IN THE LAST DEED OF RECORD: Iowa Jard Corporation, an Iowa corporation

LEGAL DESCRIPTION:

Tract 1: 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.

Tract 2: 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 1469.0 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 the point of beginning. The above described tract of land contains 57.0 acres, more or less, and is subject to easements for public utilities and public roads along the West and East sides of the Half Section.

Tract 3: 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:

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:

Western Illinois Title Company
331 Weinberg Arcade
Galesburg, Illinois 61401

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; 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.

Tract 4: 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 feet to the point of beginning; thence continuing S 0° 00' along the East line of the Northeast Quarter of said Section 13, 620.00 feet; thence North 90° 00' West 230.00 feet; thence North 0° 00', 60.00 feet; thence North 90° 00' West 205.00 feet; thence North 0° 00', 560.00 feet; thence North 90° 00' East 435.00 feet to point of beginning, containing 5.91 acres more or less.

PROPERTY TAXES:

1. Taxes for 2009 and subsequent years which are a lien, although not yet due or payable.

Tract 1:

Taxes for 2008 are paid in the amount of \$669.06

Property Tax I.D. Number: 22-18-100-001

Tract 2:

Taxes for 2008 are paid in the amount of \$518.16

Property Tax I.D. Number: 22-18-100-003

Tract 3:

Taxes for 2008 are paid in the amount of \$1,491.82

Property Tax I.D. Number: 22-07-300-003

2. Tract 4:

Taxes for 2008 are paid in the amount of \$1,073.78

Property Tax I.D. Number: 21-13-200-003

ASSESSMENT INFORMATION:

**Western Illinois Title Company
331 Weinberg Arcade
Galesburg, Illinois 61401**

**NO SEARCH IS MADE OF PRIOR YEARS. JUDGMENTS, PENDING SUITS,
AND/OR MECHANICS LIENS AFFECTING TITLE TO SAID REAL ESTATE ARE
SHOWN BELOW, IF ANY.**

1. None of Record

The Following Items are Noted for your Information:

1. Warranty Deed recorded July 6, 1989 as Document No. 89R3621 made by Margaret A. Deegan, a/k/a Margaret S. Deegan and Wayne Deegan, a/k/a James Wayne Deegan, wife and husband, to Iowa Jard Corporation, an Iowa corporation.
2. Private Right of Way Easement recorded April 14, 1997 as Document No. 97R2551 made by Iowa Jard Corporation, to Illinois Bell Telephone Company, a/k/a Ameritech Illinois.
3. Private Right of Way Easement recorded July 1, 1997 as Document No. 97R5018 made by Iowa Jard Corporation, to Illinois Bell Telephone Company, a/k/a Ameritech Illinois.

THE LIABILITY OF THE COMPANY IS HEREBY LIMITED TO THE AMOUNT PAID FOR THIS TITLE REPORT.

In accordance with our agreement, this report is released with understanding that the information reported is strictly confidential. This report contains information from Public Records and is not to be construed as an opinion of title, title guarantee or title insurance policy.



Authorized Signature