



**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 Florida 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

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- (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(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.
- (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

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ALTA Commitment for Title Insurance 8-1-16

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- (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 to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance 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. You may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Countersigned:

Ross Sorensen
Ford County Abstract Company
145 North Taft Street
Paxton, IL 60957

CHICAGO TITLE INSURANCE COMPANY

By:
Michael J. Nolan
President

ATTEST:
Marjorie Nemura
Secretary

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CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Ford County Abstract Company
 Issuing Office: 145 North Taft Street, Paxton, IL 60957
 ALTA® Universal ID: 0000966
 Loan ID Number:
 Issuing Office File Number: 30508
 Commitment Number: 30508
 Revision Number:
 Property Address: 500 East Road, Gibson City, IL 60936

SCHEDULE A

1. Commitment Date: 10/21/2022 at 4:30 PM
2. Policy to be issued:

(a) ALTA Owner's Policy (6/17/2006)	\$10,000.00
PROPOSED INSURED: Auction To come	
(b) ALTA Loan Policy (6/17/2006)	\$
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 Commitment Date vested in:
 BARBARA F. HARRIS
5. The Land is described as follows:
 Property description set forth in "Exhibit A" attached hereto and made a part hereof.

CHICAGO TITLE INSURANCE COMPANY
By its Issuing Agent Ford County Abstract Company

Ross Sorensen
Authorized Signatory

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**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.

Duly authorized and executed Deed from BARBARA F. HARRIS, to Auction To come, to be executed and recorded at closing.

Duly authorized and executed Deed of Trust from Auction To come, to _____, securing its loan in the amount of \$_____.

5. 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. 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.
7. 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 value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
8. The spouse of any individual executing a conveyance to be insured must join in the conveyance unless the instrument adequately reflects the individual is not married or a partner in a civil union, or that the subject premises is not homestead property.
9. If work has been performed on the land within the last six months which may subject the land to liens under the Mechanics Lien Laws, the company should be furnished satisfactory evidence that those who have performed such work have been fully paid and have waived their rights to a lien and this commitment is subject to such further exceptions as may be deemed necessary. If evidence is not provided or is unsatisfactory, the policy(ies), if and when issued, will be subject to the following exception: "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."

10. PLEASE NOTE THE FOLLOWING:

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CHICAGO TITLE INSURANCE COMPANY

- a) If you record instruments at the Recorder's Office, we should be notified immediately so that an Owner's and/or Loan Policy can be issued without undue delay.
 - b) This Commitment for Title Insurance is made in connection with the above numbered application for an Owner's Policy and/or Loan Policy.
 - c) The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) was effective January 1, 2010. This Act places limitations upon our ability to accept certain types of monetary deposits into our escrow account. Please contact us regarding the application of this new law to your transaction, if we are to be the closing agent.
11. NOTE REGARDING USE OF POWERS OF ATTORNEY: Pursuant to Public Act 96-1195, all Powers of Attorney executed in the State of Illinois after July 1st, 2011, must meet new statutory requirements which include the requirement of a witness. If you anticipate the use of a Power of Attorney in your transaction please contact the local our office prior to closing.

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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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, 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 the Public Records.
3. 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.
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 in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting (a) the validity of the lien of said mortgage; and (b) the priority of the lien over any right, claim, lien or encumbrance which has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the lien.
8. Taxes for the year 2021, payable in 2022, are in the sum of \$6,720.08, and both installments are shown PAID.
Permanent Tax Index No. 09-11-13-300-007
9. Said premises are subject to taxes for the year 2022.
NOTE: Not yet due and payable.
10. Said premises lie within the boundaries of the Ford County Soil Conservation District.
NOTE: There are no assessments due and/or payable in said Soil Conservation District.
11. Said premises lie within the boundaries of the Sangamon and Drummer Drainage District and are subject to assessment thereby.
NOTE: There are no unpaid assessments due or payable in said Drainage District.
12. Said premises lie within the boundaries of SubDistrict #1 of the Sangamon and Drummer Drainage District and are subject to assessment thereby.
NOTE: There are no unpaid assessments due or payable in said Drainage District.

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13. Said premises lie within the boundaries of the Gibson City Fire Protection District and are subject to assessment thereby.
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. Said premises lie within the boundaries of the Moyer District Library and are subject to assessment thereby.
NOTE: There are no assessments due and/or payable in said District Library.
17. Right of Way Grant dated May 9, 1951 and recorded August 29, 1951 as Document No. 77372 in Book 134 of Miscellaneous Records, page 315 in the Recorder's Office of Ford County, Illinois, made by Mrs. F. W. Goodrich, a widow; Clarence A. Goodrich and Edyth D. Goodrich, husband and wife, to Allied Gas Company, and subject to the terms, conditions and provisions as contained therein.
18. Pursuant to the statutes of the State of Illinois concerning the recording by Surveyors of Monument Records, we find a Monument Records recorded in the Recorder's Office of Ford County, Illinois, which may be of benefit for future surveys of said premises, as follows: Document No. 165024 in Book 1 of Monument Records, page 56, and Doc. Nos. 190551, 199759, 224091 and 225781
19. Memorandum Of Option Agreement dated May 5, 2015 and recorded June 15, 2015 as Document No. 261959 in the Recorder's Office of Ford County, Illinois, by and between Barbara F. Harris, a married person, to Ford County Wind Farm LLC, a Delaware limited liability company and subject to the terms, conditions and provisions as contained therein.
20. Memorandum Of First Amendment To Option Agreement dated April 11, 2020 and recorded June 17, 2020 as Document No. 273517 in the Recorder's Office of Ford County, Illinois, by and between Barbara F. Harris, a married person, to Ford County Wind Farm LLC, a Delaware limited liability company, and subject to the terms, conditions and provisions as contained therein.
21. Assignment And Assumption Agreement dated November 23, 2020 and recorded January 1, 2021 as Document No. 275226 in the Recorder's Office of Ford County, Illinois, by and between Ford County Wind Farm LLC, a Delaware limited liability company, and Sibley Wind, LLC, a Delaware limited liability company, and subject to the terms, conditions and provisions as contained therein.
22. Rights or claims of parties in possession not shown of record.
23. Questions of Survey; easements or claims of easements not shown of record.

NOTE: A Mortgage Policy, if issued, will contain the above 2 objections.

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EXHIBIT A
Property Description

Issuing Office File No.: 30508

The Southwest Quarter (SW $\frac{1}{4}$) of Section Thirteen (13), Township Twenty-three (23) North, Range Seven (7) East of the Third Principal Meridian, Ford County, Illinois, EXCEPTING THEREFROM the following 2 tracts described as follows:

Beginning on the East Line of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirteen (13), Township Twenty-three (23) North, Range Seven (7) East of the Third Principal Meridian, 1,764 feet North of the Southeast Corner of said Southwest Quarter (SW $\frac{1}{4}$), running thence North 486.92 feet on said East line, thence West 361.0 feet at right angles with said East line, thence South 494.46 feet, parallel with said East line, and thence easterly 361.0 feet to the point of beginning, said exception containing 4.07 acres, more or less, in said Southwest Quarter (SW $\frac{1}{4}$) situated in the County of Ford, and State of Illinois; AND, ALSO

Beginning at a point Forty-four (44) feet North of the Southwest Corner of said Section Thirteen (13) and the Southeast Corner of Section Fourteen (14), in Township Twenty-three (23) North, Range Seven (7) East of the Third Principal Meridian, and running thence North Ten (10) rods, thence East Twelve (12) rods, thence South Ten (10) rods, thence West Twelve (12) rods to the place of beginning, situated in the County of Ford and State of Illinois, said exception containing .75 acres, more or less.

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