

Transaction Identification Data for reference only:

Issuing Agent: Allied Capital Title, LLC

Issuing Office: 1000 W. Jefferson Ave.

Effingham, IL 62401

Issuing Office's ALTA® Registry ID: 1070779

Issuing Office File Number: 2022-13736

Property Address: Farmland, West Liberty, IL 62475

Revision No.: Revision Number: 3

Commitment No.: 2022-13736

SCHEDULE A

1. Commitment Date: September 23, 2022

2. Policy or Policies to be issued:	Proposed Policy Amount
a. Owner's Policy:	\$10,000.00
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below	

 b. Loan Policy:

 Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is: FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:


THE SURFACE:

Art Schultz Farm Partnership

5. The Land is described as follows:

SEE ATTACHED EXHIBIT A

Allied Capital Title, LLC

By: 

Authorized Signatory

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Exhibit A Legal Description

The West Half of Section Two, Township Five North, Range Ten East of the 3rd P.M., except a tract in the Southeast corner more particularly described as follows: Beginning at a point which is the Southeast Corner of the Southwest Quarter of said Section 2, thence North along the East line of said Southwest Quarter, a distance of 630 feet, thence West a distance of 914.25 feet to a point, thence South a distance of 630 feet to the South line of said Southwest Quarter of Section 2, and thence East along the South line of said Southwest Quarter of 914.25 feet more or less to the point of beginning.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

Stuated in Jasper County, Illinois.

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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.
 - a) Deed from Art Schultz Farm Partnership to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below to be recorded in the Jasper County Recorder's Office, State of Illinois.
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. Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes effective 1-1-2010. This act places limitations upon our ability to accept certain types of deposits into escrow. Please consult with your closer regarding the application of this new law to your transaction.
7. 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.
8. 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 the value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
9. **Allied Capital Title, LLC should be furnished the partnership agreement establishing the partnership of Art Schultz Farm Partnership together with all amendments thereto,**

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properly identified in writing by all the partners thereof, acquired and hold/held title should be furnished; and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.

10. Upon a conveyance or mortgage of the land,
11. Allied Capital Title, LLC should be supplied with satisfactory proof of compliance with the terms of the agreement governing Art Schultz Farm Partnership and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
12. 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 which is 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.

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SCHEDULE B, PART II**Exceptions**

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

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

1. Rights or claims of parties in possession not shown by Public Records.
2. 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.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. 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.
7. 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.

8. **Taxes and assessments for the year 2021 and all subsequent years are a lien but not yet due and payable.**

Tax ID #: 29-18-02-100-001

Tax Year: 2021

First Installment of \$2,645.17 is Paid

Second Installment of \$2,645.17 is Paid

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9. Taxes for the year(s) 2022 are not yet due and payable.
10. Terms, provisions and conditions of an easement granted to The Pure Oil Company, recorded May 14, 1940 as Document Number 13018 in Book: 91 and Page: 85.
Note: Title not followed further.
11. Terms, provisions and conditions of a Warranty Deed dated July 9, 1946 and recorded July 9, 1946 in Book 111, Page 54 as Document No. 9235. This warranty deed excepts and reserves to the grantor and her heirs and assigns one half of the oil and gas and other minerals in and under ant that may be removed from the said premises prior to June 4th, 1966 and as long thereafter as oil and gas or other minerals are produced in paying quantities.
12. Terms, provisions and conditions of an easement granted to Borgic Enterprises, Inc., recorded August 7, 2001 as Document Number 2424 in Book: 212 and Page: 103-106.
13. Proceedings of Jasper County Board of Supervisors dated June 10, 1940 and recorded at Supervisor's Record J at page 105, regarding Highway Setback Rules.
14. Terms, provisions and conditions of Jasper County Mobile Home Park Ordinance recorded February 8, 2002 as Document Number 747 in Misc. Record UU page 173.
15. Rights of the tenant farmer(s) not shown by public record.
16. All rights and easements in favor of the holder of any interest in the mineral estate or of any party claiming by, through, or under said holder, if any. This commitment/policy does not purport to insure the minerals underlying the land. Note: No examination has been made of the title to minerals underlying the land.
17. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
18. Terms, provisions and limitations of the partnership agreement for Art Schultz Farm Partnership.
19. Rights of partners composing the partnership of Art Schultz Farm Partnership, and of all persons claiming thereunder.

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20. The partnership agreement establishing the partnership of Art Schultz Farm Partnership together with all amendments thereto, properly identified in writing by all the partners as being the terms and provisions of the agreement under which the partnership, or the partners thereof, acquired and hold/held title should be furnished; and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary. In addition, this Commitment is subject to such further exceptions, if any, that may be disclosed after a name search has been made for judgments and other matters against all the members of the partnership of Art Schultz Farm Partnership.
21. 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.
22. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.
23. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the leases.

Note for Information – Wire Instructions for Allied Capital Title, LLC as follows:

Bank: First Mid Bank & Trust

ABA Routing Number: [REDACTED]

Account Number: [REDACTED]

File Number: [REDACTED]

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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; 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

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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(i) through 5(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

- (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

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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

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 company (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 90 days* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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