



Fidelity National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Prairie Land Title Company
Issuing Office: 3301 Constitution Drive, Suite A, Springfield, IL 62711
Issuing Office's ALTA® Registry ID: 38916
Loan ID No.:
Commitment No.: 20252700-1
Issuing Office File No.: 20252700
Property Address: Farmland off State Route 104, Auburn, IL 62615
Farmland off Palm Rd. and Estate Dr., Chatham, IL 62629
Farmland off Richland Rd. and CH 121 Salisbury Rd., Pleasant Plains, IL 62677
Farmland off Horsebarn Rd., Pleasant Plains, IL 62677
Revision No.: Preliminary2

SCHEDULE A

1. Commitment Date: October 23, 2025 at 08:00 AM
2. Policy to be issued:
 - a. Alta Owners Policy (07/01/21)
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.
Proposed Amount of Insurance: \$1.00
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (07/01/21)
Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy, its successors and/or assigns as their respective interests may appear.
Proposed Amount of Insurance: \$1.00
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:

Farmers State Bank, as Successor Trustee of the Roberts Family Trust of 1978
5. The Land is described as follows:

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ALTA Commitment for Title Insurance (7-1-21)

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20252700

SCHEDULE A
(Continued)

Parcel 1: Farmland off State Route 104
34-09.0-400-003

The East Half of the Southeast Quarter of Section 9, Township 13 North, Range 6 West of the Third Principal Meridian.

EXCEPT a part of the Southeast Quarter of Section 9, Township 13 North, Range 6 West of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of the Southeast Quarter of said Section 9; thence South 88 degrees 37 minutes 03 seconds West along the North line of the Southeast Quarter of said Section 9, 77.00 feet; thence South 01 degree 22 minutes 56 seconds East, 39.54 feet to the existing Southerly right of way line of FAP 753 (IL 104) and the point of beginning; thence along said line South 46 degrees 14 minutes 03 seconds East, 25.82 feet to the existing Westerly right of way line of FAP 662 (IL 4); thence along said line South 00 degrees 42 minutes 40 seconds East, 45.04 feet; thence North 47 degrees 59 minutes 21 seconds West, 70.49 feet; thence South 88 degrees 45 minutes 57 seconds West, 565.00 feet; thence North 74 degrees 31 minutes 56 seconds West, 52.20 feet to the existing Southerly right of way line of FAP 753 (IL 104); thence along said line North 88 degrees 45 minutes 57 seconds East, 648.50 feet to the point of beginning.

Parcel 2: Farmland off Palm Rd. and Estate Dr.

Tract 1
29-09.0-227-010

A part of the Northeast Quarter of Section Nine (9), Township Fourteen (14) North, Range Five (5) West of the Third Principal Meridian, bounded and described as follows: Commencing at an iron pin 681.98 feet South and 36.90 feet West of a stone in the Northeast corner of said Section 9, said iron pin being on the Southeast corner of Lot 6 of Lakeside Estates Subdivision; thence South along the West right of way line of S.B.I. Route 126 (marked U.S. 66) 185 feet to an iron pin; thence West 492 feet to an iron pin; thence North 185 feet to an iron pin at the Southwest corner of Lot 4 of Lakeside Estates Subdivision; thence East along the South line of said Lakeside Estates Subdivision 492 feet to the point of beginning.

Tract 2
29-09.0-227-011

A part of the Northeast Quarter of Section Nine (9), Township Fourteen (14) North, Range Five (5) West of the Third Principal Meridian, Sangamon County, Illinois, bounded and described as follows: Beginning at an iron pin 1369.48 feet South and 36.90 feet West of the Northeast corner of said Section Nine (9), said iron pin being located at the Northeast corner of property heretofore conveyed by Marion Bierbohm to Mark O. Roberts and Florence G. Roberts by a deed dated January 6, 1958, and recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois in Book 535 of Deeds at Page 581; thence West along the North line of said property heretofore conveyed 754 feet to an iron pin; thence South along the West R.O.W. line of S.B.I. Route 126 (marked U.S. 66), as of record this date, 502.5 feet to the point of beginning.

Parcel 3: Farmland off Richland Rd. and CH 121 Salisbury Rd.

Tract 1
04-34.0-200-024, 04-34.0-200-029 & 04-27.0-300-013

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20252700

SCHEDULE A

(Continued)

Part of the North Half of the North Half of Section 34 and part of the South Half of the South Half of Section 27, all in Township 17 North, Range 7 West of the Third Principal Meridian, bounded as follows, to wit:

Beginning at a stone in the Northwest corner of the East Half of the Northeast Quarter of Section 34; thence East 5.38 chains; thence South 6.36-3/4 chains; thence West 3.20 chains; thence South 12 degrees 20 minutes East 11.75 chains to an Osage stake; thence South 89 degrees 45 minutes West 7.90-1/2 chains; thence North 3.84 chains to an Osage stake; thence East 23 links; thence North 47 degrees, 20 minutes West 27.70 chains; thence East to the East line of the West Half of the Southeast Quarter of Section 27 and thence South to the place of beginning.

EXCEPTING THEREFROM 4 acres, more or less, lying East of the intersecting highway of the tract described as part of the North Half of the North Half of Section 34, and a part of the South Half of the South Half of Section 27, Township 17 North, Range 7 West of the Third Principal Meridian, bounded as follows: Beginning at a stone in the Northwest corner of the East Half of the Northeast Quarter of Section 34; thence East 5.38 chains; thence South 6.36-3/4 chains; thence West 3.20 chains; thence South 12 degrees 20 minutes East 11.75 chains to an Osage stake; thence South 89 degrees 45 minutes West 7.90-1/2 chains; thence North 3.84 chains to an Osage stake; thence East 23 links; thence North 47 degrees 20 minutes West 27.70 chains; thence East to the East line of the West Half of the Southeast Quarter of Section 27 and thence South to the place of beginning; said highway above mentioned running in a Northwesterly and Southeasterly direction through said tract as described and the portion of said tract East of said highway, containing 4 acres, in Sangamon County, Illinois.

Tract 2

04-27.0-400-012, 04-27.0-300-006, 04-27.0-300-007

Part of the South Half of Section 27, Township 17 North, Range 7 West of the Third Principal Meridian, bounded as follows: Beginning at a stone at the Southwest corner of said Section 27 and running thence North 20 chains to a stone; thence East 40 chains to a stone in

the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section; thence North 4.75 chains to a brook; thence down the middle of said brook to its intersection with the East line of the West Half of the Southeast Quarter of said Section 27; thence South on said line to a stone which is located 5.06-3/4 chains North of the Southeast corner of said Half Quarter Section; thence West 40.90 chains to a post; thence South 20 minutes West 2.81-3/4 chains; thence South 59-1/2 degrees West 11.34 chains; thence North 44-1/2 degrees West 3 chains; thence West 7.24 chains to the place of beginning.

Excepting from the above-described premises the following described portions; Beginning at the Southwest corner of the Southwest Quarter of Section 27 aforesaid; thence East 7.24 chains; thence South 44-1/2 degrees East 3 chains; thence North 62 degrees East 66 links; thence North 59 degrees 30 minutes East 6 chains; thence North 19.11 chains; thence West 14.53 chains; thence South 19.97-1/2 chains to the place of beginning.

Also excepting: Beginning at a stone located 5.06-1/4 chains North of the Southeast corner of the West Half of the Southeast Quarter of Section 27 aforesaid; running thence North 11 chains to the center of a branch; thence North 70 degrees West with the meanderings of said branch to its intersection with the Public Highway; thence South 45 degrees East 5.60 chains; thence South 25 degrees East 15 chains to a stake in the center of said highway; thence East 7.20 chains to the place of beginning.

Also excepting the following: Beginning at a corner stone at the Southwest corner of a tract, the same being on quarter line North of the South line of Section 27 aforesaid, one quarter of mile, also on line between East and West Half of Section 27 aforesaid; thence running

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20252700

SCHEDULE A

(Continued)

North to bed of branch on said line for 18 rods and 3 feet; thence Southeast along the water course to center of bridge over Penny's branch for 14 rods; thence South and slightly East following center of the road to -the quarter line a distance of 14 rods; thence West a distance of 18 rods and 3 feet to a stone on said line at point of beginning.

Also excepting: All that portion of the Southeast Quarter of the Southwest Quarter of Section 27, Township 17 North, Range 7 West of the Third Principal Meridian, containing in strips as follows: A strip on the West, beginning at a point 334.6 feet North of the South line of said Section 27 and extending in a Northerly direction a distance of 981.4 feet along a center line for a highway as said center line is now surveyed and staked out by the Sangamon County Highway Department as a strip of varying widths lying adjacent to and West of said center line being a uniform width of 30 feet for a distance of 824.5 feet; thence increasing to a width of 50 feet in a distance of 156.9 feet, containing 0.78 acres, more or less; and a strip on the East beginning at a point 334.6 feet North of the South line of said Section 27 and extending in a Northerly direction a distance of 981.4 feet along aforesaid centerline as a strip of varying width lying adjacent to and East of said centerline being a uniform width of 30 feet for a distance of 824.5 feet; thence increasing to a width of 50 feet in a distance of 156.9 feet.

Parcel 4: Farmland off Horsebarn Rd. 04-35.0-100-006

That part of the Northwest Quarter of Section 35, Township 17 North, Range 7 West of the Third Principal Meridian; described as follows: Beginning at a stone 1486.5 feet North and 200 feet West of the center of said Section 35, thence North to the center of Richland Creek; thence following the meanderings of said Creek down the center line thereof to the East line of said Quarter Section; thence North to the Northeast corner of said Quarter Section; thence West 1661.7 feet to a stone; thence South 1153.5 feet to a stone and thence East 1457 feet to the place of beginning.

All 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.

All situated in Sangamon County, Illinois.



Johanna Kiesow
Underwriter
Prairie Land Title Company

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20252700



Fidelity National 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.
 - a. Trustee's Deed from Farmers State Bank, as Successor Trustee of the Roberts Family Trust of 1978 to TBD.
 - b. Mortgage from TBD to Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy, securing the principal amount of \$1.00.
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 "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office 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 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. Right, title and interest of TBD under an unrecorded contract to purchase, and all parties claiming by, through or under said contract.

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20252700

SCHEDULE B - PART I

(Continued)

10. The Company should be furnished the following:

a) A Certification of Trust executed by the trustee in accordance with 760 ILCS 5/8.5, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the power of the trustee to act in the current transaction, or

b) In the alternative, the trustee, in his or her sole discretion, may deliver the company a full copy of the trust agreement together with all amendments thereto.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

12. INTENTIONALLY DELETED

13. 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.

14. INTENTIONALLY DELETED

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Fidelity National Title Insurance Company

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:

General Exceptions

1. Rights or claims of parties in possession not shown by Public Records.
2. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment that would be disclosed by an accurate and complete land title 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, material, or equipment 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. SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.
9. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

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SCHEDULE B - PART II

(Continued)

10. AN ALTA LOAN POLICY WILL BE SUBJECT TO THE FOLLOWING EXCEPTIONS (A) AND (B), IN THE ABSENCE OF THE PRODUCTION OF DATA AND OTHER ESSENTIAL MATTERS DESCRIBED IN OUR STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES (ALTA STATEMENT). (A) 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; (B) 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; (I) THE VALIDITY OF THE LIEN OF SAID MORTGAGE; AND (II) THE PRIORITY OF THE LIEN OVER ANY OTHER 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 LOAN.

11. In order to provide insurance over the matters shown in General Exceptions 1 through 5, this company must be furnished with an ALTA statement executed by the Seller, Lender and Borrower, and a full ALTA survey showing all recorded easements, apparent easements and all improvements on the land and certified to Fidelity National Title Insurance Company.

NOTE: There will be an additional charge if Extended Coverage is desired.

12. Rights of the public, the State of Illinois, County of Sangamon, Township and Municipality in and to that part of the premises in question taken or used for Road or Highway purposes.

13. Right of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

14. Terms, conditions and limitations of the Trust Agreement under which title is held.

15. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.

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.

Note: No examination has been made of the title to minerals excepted in the legal description.

~~~Parcel 1~~~

17. Taxes for the year 2024 in the amount of \$3,016.72 are paid.

Taxes for the year 2025 and subsequent years not yet due and payable.

Permanent Index Number(s): 34-09.0-400-003

(NOTE: Permanent Index Numbers are provided for informational purposes only.)

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20252700

## SCHEDULE B - PART II

(Continued)

18. Dedication of Right of Way for Public Road Purposes recorded November 17, 1952 as Document Number 248642 in Book 447 at Page 351.
19. Gas Right of Way in favor of Town Gas Company of Illinois, recorded July 1, 1957 as Document Number 270463 in Book 519 at Page 413.
20. Right of Way Permit in favor of General Telephone Company of Illinois, recorded August 12, 1966 as Document Number 315612 in Book 603 at Page 555.
21. Right of Way Grant in favor of Central Illinois Public Service Company, recorded March 2, 1976 as Document Number 375807 in Book 692 at Page 534.
22. Right of Way Easement in favor of General Telephone Company of Illinois, recorded September 21, 1983 as Document Number 936651.
23. Right of Way Easement in favor of GTE North Incorporated, recorded November 23, 1988 as Document Number 21730.
24. Right of Way of the State of Illinois Department of Transportation, as shown on Existing Right of Way Plat recorded March 3, 2016 as Document Number 2016R05005 in Cabinet H152-A.
25. Easement in favor of Ameren Illinois Company d/b/a Ameren Illinois, recorded August 14, 2017 as Document Number 2017R20652.
26. Water Main Easement in favor of the City of Auburn, recorded August 6, 2019 as Document Number 2019R16073.
27. Water Main Easement in favor of the City of Auburn, recorded November 2, 2023 as Document Number 2023R20334.

~~~Parcel 2~~~

28. Taxes for the year 2024 in the amounts of \$294.64 (Tract 1) and \$226.62 (Tract 2) are paid.

Taxes for the year 2025 and subsequent years not yet due and payable.

Permanent Index Number(s): 29-09.0-227-010 and 29-09.0-227-011

(NOTE: Permanent Index Numbers are provided for informational purposes only.)

29. Subject to restrictions and easement contained in the Warranty Deed recorded November 24, 1959 in Book 543 at Page 607 as Document Number 281774, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons. These Covenants, Conditions and Restrictions also provide that any violation thereof shall not defeat or render invalid the lien of the insured mortgage. (Tract 1)

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20252700

SCHEDULE B - PART II

(Continued)

~~~Parcel 3~~~

30. Taxes for the year 2024 are paid in full as follows:

Tract 1

|                 |            |
|-----------------|------------|
| 04-34.0-200-024 | \$62.00    |
| 04-34.0-200-029 | \$1,178.92 |
| 04-27.0-300-013 | \$28.38    |

Tract 2

|                 |            |
|-----------------|------------|
| 04-27.0-400-012 | \$619.32   |
| 04-27.0-300-006 | \$378.86   |
| 04-27.0-300-007 | \$1,387.06 |

Taxes for the year 2025 and subsequent years not yet due and payable.

(NOTE: Permanent Index Numbers are provided for informational purposes only.)

31. Easement in favor of Central Illinois Light Company, recorded July 19, 1937 as Document Number 181187 in Book 282 at Page 94.
32. Easement in favor of General Telephone Company, recorded February 21, 1966 as Document Number 312864 in Book 599 at Page 277.
33. Easement in favor of the Village of Pleasant Plains, recorded August 6, 1976 as Document Number 380020 in Book 698 at Page 400.

~~~Parcel 4~~~

34. Taxes for the year 2024 in the amount of \$333.52 are paid.

Taxes for the year 2025 and subsequent years not yet due and payable.

Permanent Index Number(s): 04-35.0-100-006

(NOTE: Permanent Index Numbers are provided for informational purposes only.)

35. Easement Grant in favor of GTE North Incorporated, recorded January 12, 1998 as Document Number 98-01438.
36. Rights of Owners of land bordering on the creek in respect to the water and use of the surface of said creek.

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EXHIBIT A

The Land is described as follows:

**Parcel 1: Farmland off State Route 104
34-09.0-400-003**

The East Half of the Southeast Quarter of Section 9, Township 13 North, Range 6 West of the Third Principal Meridian.

EXCEPT a part of the Southeast Quarter of Section 9, Township 13 North, Range 6 West of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of the Southeast Quarter of said Section 9; thence South 88 degrees 37 minutes 03 seconds West along the North line of the Southeast Quarter of said Section 9, 77.00 feet; thence South 01 degree 22 minutes 56 seconds East, 39.54 feet to the existing Southerly right of way line of FAP 753 (IL 104) and the point of beginning; thence along said line South 46 degrees 14 minutes 03 seconds East, 25.82 feet to the existing Westerly right of way line of FAP 662 (IL 4); thence along said line South 00 degrees 42 minutes 40 seconds East, 45.04 feet; thence North 47 degrees 59 minutes 21 seconds West, 70.49 feet; thence South 88 degrees 45 minutes 57 seconds West, 565.00 feet; thence North 74 degrees 31 minutes 56 seconds West, 52.20 feet to the existing Southerly right of way line of FAP 753 (IL 104); thence along said line North 88 degrees 45 minutes 57 seconds East, 648.50 feet to the point of beginning.

Parcel 2: Farmland off Palm Rd. and Estate Dr.

**Tract 1
29-09.0-227-010**

A part of the Northeast Quarter of Section Nine (9), Township Fourteen (14) North, Range Five (5) West of the Third Principal Meridian, bounded and described as follows: Commencing at an iron pin 681.98 feet South and 36.90 feet West of a stone in the Northeast corner of said Section 9, said iron pin being on the Southeast corner of Lot 6 of Lakeside Estates Subdivision; thence South along the West right of way line of S.B.I. Route 126 (marked U.S. 66) 185 feet to an iron pin; thence West 492 feet to an iron pin; thence North 185 feet to an iron pin at the Southwest corner of Lot 4 of Lakeside Estates Subdivision; thence East along the South line of said Lakeside Estates Subdivision 492 feet to the point of beginning.

**Tract 2
29-09.0-227-011**

A part of the Northeast Quarter of Section Nine (9), Township Fourteen (14) North, Range Five (5) West of the Third Principal Meridian, Sangamon County, Illinois, bounded and described as follows: Beginning at an iron pin 1369.48 feet South and 36.90 feet West of the Northeast corner of said Section Nine (9), said iron pin being located at the Northeast corner of property heretofore conveyed by Marion Bierbohm to Mark O. Roberts and Florence G. Roberts by a deed dated January 6, 1958, and recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois in Book 535 of Deeds at Page 581; thence West along the North line of said property heretofore conveyed 754 feet to an iron pin; thence South along the West R.O.W. line of S.B.I. Route 126 (marked U.S. 66), as of record this date, 502.5 feet to the point of beginning.

Parcel 3: Farmland off Richland Rd. and CH 121 Salisbury Rd.

**Tract 1
04-34.0-200-024, 04-34.0-200-029 & 04-27.0-300-013**

Part of the North Half of the North Half of Section 34 and part of the South Half of the South Half of Section 27, all

EXHIBIT A

(Continued)

in Township 17 North, Range 7 West of the Third Principal Meridian, bounded as follows, to wit:

Beginning at a stone in the Northwest corner of the East Half of the Northeast Quarter of Section 34; thence East 5.38 chains; thence South 6.36-3/4 chains; thence West 3.20 chains; thence South 12 degrees 20 minutes East 11.75 chains to an Osage stake; thence South 89 degrees 45 minutes West 7.90-1/2 chains; thence North 3.84 chains to an Osage stake; thence East 23 links; thence North 47 degrees, 20 minutes West 27.70 chains; thence East to the East line of the West Half of the Southeast Quarter of Section 27 and thence South to the place of beginning.

EXCEPTING THEREFROM 4 acres, more or less, lying East of the intersecting highway of the tract described as part of the North Half of the North Half of Section 34, and a part of the South Half of the South Half of Section 27, Township 17 North, Range 7 West of the Third Principal Meridian, bounded as follows: Beginning at a stone in the Northwest corner of the East Half of the Northeast Quarter of Section 34; thence East 5.38 chains; thence South 6.36-3/4 chains; thence West 3.20 chains; thence South 12 degrees 20 minutes East 11.75 chains to an Osage stake; thence South 89 degrees 45 minutes West 7.90-1/2 chains; thence North 3.84 chains to an Osage stake; thence East 23 links; thence North 47 degrees 20 minutes West 27.70 chains; thence East to the East line of the West Half of the Southeast Quarter of Section 27 and thence South to the place of beginning; said highway above mentioned running in a Northwesterly and Southeasterly direction through said tract as described and the portion of said tract East of said highway, containing 4 acres, in Sangamon County, Illinois.

Tract 2

04-27.0-400-012, 04-27.0-300-006, 04-27.0-300-007

Part of the South Half of Section 27, Township 17 North, Range 7 West of the Third Principal Meridian, bounded as follows: Beginning at a stone at the Southwest corner of said Section 27 and running thence North 20 chains to a stone; thence East 40 chains to a stone in

the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section; thence North 4.75 chains to a brook; thence down the middle of said brook to its intersection with the East line of the West Half of the Southeast Quarter of said Section 27; thence South on said line to a stone which is located 5.06-3/4 chains North of the Southeast corner of said Half Quarter Section; thence West 40.90 chains to a post; thence South 20 minutes West 2.81-3/4 chains; thence South 59-1/2 degrees West 11.34 chains; thence North 44-1/2 degrees West 3 chains; thence West 7.24 chains to the place of beginning.

Excepting from the above-described premises the following described portions; Beginning at the Southwest corner of the Southwest Quarter of Section 27 aforesaid; thence East 7.24 chains; thence South 44-1/2 degrees East 3 chains; thence North 62 degrees East 66 links; thence North 59 degrees 30 minutes East 6 chains; thence North 19.11 chains; thence West 14.53 chains; thence South 19.97-1/2 chains to the place of beginning.

Also excepting: Beginning at a stone located 5.06-1/4 chains North of the Southeast corner of the West Half of the Southeast Quarter of Section 27 aforesaid; running thence North 11 chains to the center of a branch; thence North 70 degrees West with the meanderings of said branch to its intersection with the Public Highway; thence South 45 degrees East 5.60 chains; thence South 25 degrees East 15 chains to a stake in the center of said highway; thence East 7.20 chains to the place of beginning.

Also excepting the following: Beginning at a corner stone at the Southwest corner of a tract, the same being on quarter line North of the South line of Section 27 aforesaid, one quarter of mile, also on line between East and West Half of Section 27 aforesaid; thence running

North to bed of branch on said line for 18 rods and 3 feet; thence Southeast along the water course to center of bridge over Penny's branch for 14 rods; thence South and slightly East following center of the road to the quarter line a distance of 14 rods; thence West a distance of 18 rods and 3 feet to a stone on said line at point of beginning.

Also excepting: All that portion of the Southeast Quarter of the Southwest Quarter of Section 27, Township 17 North, Range 7 West of the Third Principal Meridian, containing in strips as follows: A strip on the West, beginning at a point 334.6 feet North of the South line of said Section 27 and extending in a Northerly direction a distance of 981.4 feet along a center line for a highway as said center line is now surveyed and staked out by the Sangamon County Highway Department as a strip of varying widths lying adjacent to and West of said center line being a uniform width of 30 feet for a distance of 824.5 feet; thence increasing to a width of 50 feet in a distance of

EXHIBIT A

(Continued)

156.9 feet, containing 0.78 acres, more or less; and a strip on the East beginning at a point 334.6 feet North of the South line of said Section 27 and extending in a Northerly direction a distance of 981.4 feet along aforesaid centerline as a strip of varying width lying adjacent to and East of said centerline being a uniform width of 30 feet for a distance of 824.5 feet; thence increasing to a width of 50 feet in a distance of 156.9 feet.

Parcel 4: Farmland off Horsebarn Rd.

04-35.0-100-006

That part of the Northwest Quarter of Section 35, Township 17 North, Range 7 West of the Third Principal Meridian; described as follows: Beginning at a stone 1486.5 feet North and 200 feet West of the center of said Section 35, thence North to the center of Richland Creek; thence following the meanderings of said Creek down the center line thereof to the East line of said Quarter Section; thence North to the Northeast corner of said Quarter Section; thence West 1661.7 feet to a stone; thence South 1153.5 feet to a stone and thence East 1457 feet to the place of beginning.

All 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.

All situated in Sangamon County, Illinois.



Fidelity National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE issued by FIDELITY NATIONAL 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, Fidelity National 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 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.

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B

ALTA Commitment for Title Insurance (7-1-21)

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20252700

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.
- 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; 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 is not liable for any other amendment to this Commitment.

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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.
- 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 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 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.

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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.

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.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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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ALTA Commitment for Title Insurance (7-1-21)

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