
Auction Tract 79
(Hamilton County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-531 REVISED 2
Issuing Office File Number: T18-531
Property Address: Vacant Land, Hamilton County, IL

SCHEDULE A

1. Commitment Date: May 11, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
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:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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First American 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. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. 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.
9. 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.
10. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.

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SCHEDULE B
(Continued)**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, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 07-01-100-006. Taxes of record for 2017 payable in 2018 were: \$404.44, PAID OF RECORD.

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. *Subject to the rights of tenants in possession, if any.
11. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
12. *Subject to CRP contracts, if any.
13. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
14. **Subject to roads and road right of ways.
15. Subject to the right of ingress and egress for mining purposes as set out in that Warranty Deed dated November 15, 1951 and recorded November 16, 1951 in Deed Record 158 Page 45 in the office of the Recorder of Hamilton County, Illinois.
16. Subject to the right of ingress and egress for mining purposes as set out in that Warranty Deed dated January 17, 1961 and recorded January 17, 1961 in Deed Record 170 Page 324 in the Office of the Recorder of Hamilton County, Illinois.
17. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Sugar Camp Energy LLC, dated August 21, 2018, filed August 28, 2018, as File Number 2018-00001368, in the Hamilton County Recorder's Office.

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SCHEDULE B
(Continued)

* Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

** Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of the Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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Auction Tract 80
(Hamilton County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-610 REVISED 2
Issuing Office File Number: T18-610
Property Address: Vacant Land, Hamilton County, IL

SCHEDULE A

1. Commitment Date: May 11, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
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:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American 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. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. 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.
9. 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.
10. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

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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, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 07-11-200-006. Taxes of record for 2017 payable in 2018 were: \$163.54, PAID OF RECORD.

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. *Subject to the rights of tenants in possession, if any.
11. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
12. *Subject to CRP contracts, if any.
13. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
14. **Subject to roads and road right of ways.
15. Subject to the right of ingress and egress for mining purposes as set out in that Warranty Deed dated November 15, 1951 and recorded November 16, 1951 in Deed Record 158 Page 45 in the office of the Recorder of Hamilton County, Illinois.
16. Subject to the right of ingress and egress for mining purposes as set out in that Warranty Deed dated January 17, 1961 and recorded January 17, 1961 in Deed Record 170 Page 324 in the Office of the Recorder of Hamilton County, Illinois.
17. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Sugar Camp Energy LLC, dated August 21, 2018, filed August 28, 2018, as File Number 2018-00001368, in the Hamilton County Recorder's Office.

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SCHEDULE B
(Continued)

* Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

** Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of the Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-610 REVISED 2

EXHIBIT A
PROPERTY DESCRIPTION

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

The Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Eleven (11), Township Five (5) South Range Five (5) East of the Third Principal Meridian, Hamilton County, Illinois. Situated in Hamilton County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 07-11-200-006

Auction Tract 81
(Hamilton County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-611 REVISED 2
Issuing Office File Number: T18-611
Property Address: Vacant Land, Hamilton County, IL

SCHEDULE A

1. Commitment Date: May 11, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
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:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American 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. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. 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.
9. 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.
10. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

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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, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.
- Taxes: The lien for General Taxes for the year 2018 and thereafter.
- Property Record Number 10-06-300-002. Taxes of record for 2017 payable in 2018 were: \$1,246.50, PAID OF RECORD.
9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. Right of Way Agreement conveyed to Trunkline Gas Supply Company dated July 12, 1950 and recorded August 14, 1950 in Miscellaneous Record 2, Page 537 in the Office of the Recorder of Hamilton County, Illinois.
11. Short Form or Memorandum of Mitigation Agreement between Oeneus LLC, doing business as Savatran LLC and Sugar Camp Energy, LLC dated August 12, 2010 and recorded July 6, 2011 as File #201102407 in the Office of the Recorder of Hamilton County, Illinois.
12. *Subject to the rights of tenants in possession, if any.
13. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
14. *Subject to CRP contracts, if any.
15. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
16. **Subject to roads and road right of ways.
17. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Sugar Camp Energy LLC, dated August 21, 2018, filed August 28, 2018, as File Number 2018-00001368, in the Hamilton County Recorder's Office.
18. Memorandum of Surface Easement and Agreement granted to Sugar Camp Energy, LLC, dated August 10, 2018 and filed August 28, 2018, as Document Number 2018-00001372, in the Recorder's Office of Hamilton County, Illinois.
19. Memorandum of Surface Easement and Agreement granted to Sugar Camp Energy, LLC, dated August 10, 2018 and filed August 28, 2018, as Document Number 2018-00001370, in the Recorder's Office of Hamilton County, Illinois.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)

20. Memorandum of Surface Easement and Agreement granted to Sugar Camp Energy, LLC, dated August 10, 2018 and filed August 28, 2018, as Document Number 2018-00001369, in the Recorder's Office of Hamilton County, Illinois.

* Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

** Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of the Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-611 REVISED 2

EXHIBIT A
PROPERTY DESCRIPTION

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

The East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW1/4) and the West Quarter (W 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) in Section 6, Township 6 South, Range 5 East of the Third Principal Meridian, Hamilton County, Illinois. Situated in Hamilton County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 10-06-300-002