

Cover page for:

Preliminary Title Insurance Schedules

Preliminary title insurance schedules prepared by:

Spears Title Company

(File Number: 21-057)

Auction Tracts 12, 13 & 14 **(Montgomery County, Illinois)**

For March 27, 2021 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

New River Royalty, LLC

SPEARS TITLE COMPANY
218 S. Main St.
Hillsboro, IL 62049
Authorized Agent of Fidelity National Title Insurance Company

SCHEDULE A COMMITMENT FOR TITLE INSURANCE **Auction Tracts 12, 13 & 14**

1. Effective Date **March 9, 2021 @ 7:00 a.m.** Case No. **21-057**
2. Policy or policies to be issued:
- (a) ALTA Owner's Policy form 6/17/06 Amount *(Amount of sale)*
- Proposed insured: **Buyer**
- (b) ALTA Loan Policy form 6/17/06 Amount *(Loan amount)*
- Proposed insured: **Lender**
3. The estate or interest in the Land described or referred to in this commitment is: **Fee simple**
4. Title to the 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")**

This page is only a part of a 2016 Alta Commitment for Title Insurance 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; Schedule B, Part II-Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form. Copyright American Land Title Association. All rights reserved.

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Alta Commitment for Title Insurance (08/01/2016)

Case No. 21-057

Exhibit "A"

The East Half (E ½) of the Northeast Quarter (NE ¼) of Section Eight (8), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois, *excepting* the school lot described as beginning Nine (9) feet South of the Northwest corner of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section Eight (8), running thence East Twenty-one and one-third (21 1/3) rods; thence South Fifteen (15) rods; thence West Twenty-one and one-third (21 1/3) rods; and thence North Fifteen (15) rods to the place of beginning, *and* the Northwest Quarter (NW ¼) of Section Nine (9), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois,

Excepting that part described as follows: Beginning at the southeast corner of the Northeast Quarter (NE ¼) of Said Section Eight (8); thence South 89° 14' 38" West along the south line of said Northeast Quarter (NE ¼), a distance of 17.97 feet; thence North 01° 09' 49" West, a distance of 874.80 feet to a point on a tangent curve having a radius of 115.00 feet whose center bears North 88° 50' 11" East from said point; thence Northeasterly along said curve through a central angle of 97° 08' 51", an arc distance of 194.99 feet; thence South 84° 00' 57" East, a distance of 335.23 feet; thence South 16° 18' 35" East a distance of 125.84 feet; thence South 74° 49' 09" East, a distance of 64.36 feet; thence South 05° 29' 50" West, a distance of 81.94 feet; thence South 00° 28' 11" West, a distance of 104.11 feet; thence South 01° 18' 49" East, a distance of 635.07 feet to the south line of the Northwest Quarter (NW ¼) of said Section Nine (9); thence North 89° 46' 36" West along said south line, a distance of 527.95 feet to the point of beginning.

Also, the benefit of a 20 feet wide ingress/egress easement being centered on the following described line;

Beginning at the southeast corner of the Northeast Quarter (NE ¼) of said Section Eight (8); thence North 01° 41' 08" West, a distance of 873.05 feet to a point on a non-tangent curve having a radius of 105.00 feet whose center bears North 87° 47' 33" East from said point; thence Northeasterly along said curve through a central angle of 98° 11' 30", an arc distance of 179.95 feet; thence South 84° 00' 57" East, a distance of 328.53 feet; thence South 16° 18' 35" East, a distance of 124.73 feet; thence South 74° 49' 09" East, a distance of 71.67 feet to the point of terminus.

Also, the benefit of a 10 feet wide electric line easement being centered on the following described line:

Commencing at the southwest corner of the Northwest Quarter (NW ¼) of said section Nine (9); thence South 89° 46' 36" East along the South line of said Northwest Quarter (NW ¼), a distance of 527.95 feet; thence North 01° 18' 49" West, a distance of 635.07 feet; thence North 00° 28' 11" East, a distance of 74.21 feet to the point of beginning.

From said point of beginning; thence North 44° 28' 54" West, a distance of 105.75 feet; thence North 11° 19' 24" West, a distance of 134.21 feet; thence North 08° 30' 44" West, a distance of 44.38 feet to the point of terminus, ALSO, commencing at said point of beginning; thence North 44° 28' 54" West, a distance of 105.75 feet; thence North 29° 10' 24" East, a distance of 58.00 feet to the point of terminus, ALSO, commencing at said point of beginning; thence North 44° 28' 54" West, a distance of 105.75 feet; thence North 11° 19' 24" West, a distance of 134.21 feet; thence North 59° 40' 10" East, a distance of 23.14 feet to the point of terminus.

***Except* the coal, oil, gas and other minerals within and underlying the land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.**

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 or 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.
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 (215ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact Spears Title Company 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 the 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 amount(s) are approved.
9. 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.

(Continued on following page)

SCHEDULE B – PART I, REQUIREMENTS, (CONT.)

Parcel Identification No.: 17-09-100-004 (New number for 2020.) Prior year (2019) tax information includes additional land and improvements previously conveyed.

NOTE: THE PARCEL NUMBER(S) AND TAX DOLLAR AMOUNT(S) ARE PROVIDED FOR INFORMATION ONLY. THE COMPANY NEITHER GUARANTEES NOR INSURES THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND AMOUNTS AND SHOULD INDEPENDENTLY VERIFY THE ACCURACY OF THE INFORMATION.

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SCHEDULE B – PART II, EXCEPTIONS

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

The Policy will not issue 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 defects, 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. The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.
9. General taxes for the years 2020, 2021 and subsequent years, not yet due or payable.
10. Rights of the public, the State of Illinois, and/or the municipality/township in and to that part of the land, if any, taken or used for road purposes.
11. Title to all coal, oil, gas and other minerals within and underlying the land, together with all mining rights and drilling rights and other rights, privileges and immunities relating thereto.
12. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

(Continued on following page)

13. Easement granted to Illinois Power Company by instrument dated May 11, 1968, filed May 29, 1968 in Misc. Record 98, page 332 as Doc. No. 219313.
14. Easement granted to Illinois Power Company by instrument dated May 3, 1972, filed May 16, 1972 in Misc. Record 112, page 48 as Doc. No. 233297.
15. Right of Way Easement granted to Montgomery County Water Company by instrument dated February 25, 2002, filed April 30, 2002 in Record Book 767, page 162 as Doc. No. 200200002558.
16. Right of Way Easement granted to Montgomery County Water Company by instrument dated February 25, 2002, filed April 30, 2002 in Record Book 767, page 163 as Doc. No. 200200002559.
17. Surface Agreement between BPI Industries, Inc. and George Blankenship dated October 15, 2004, filed February 21, 2007 in Record Book 1181, page 261 as Doc. No. 200700037876.
18. Certain rights, interests and privileges as reserved in the Special Warranty Deed dated August 12, 2010, filed August 30, 2010 in Record Book 1399, page 125 as Doc. No. 201000059729. (Regarding mining and mining rights, etc., for particulars see record.)
19. Memorandum of a Mitigation Agreement between New River Royalty and Hillsboro Energy dated August 21, 2018, filed August 31, 2018 in Book 1677, page 614 as Doc. No. 201800002829.
20. Electric line easement, water line easement and septic sewer line easement, all as shown on the Special Warranty Deed dated February 18, 2020, filed February 21, 2020 in Book 1715, page 773 as Doc. No. 202000000646.
21. Rights of the adjoining owner or owners to the concurrent use of the easements described at Schedule A herein.
22. Terms, provisions and conditions as set forth in the instrument creating the easements described at Schedule A herein. Said instrument being the Special Warranty Deed filed February 21, 2020 in Book 1715, page 773 as Doc. No. 202000000646.
23. Such state of facts as would be disclosed by an accurate survey and inspection of the area affected by the easements conveyed as appurtenant to the insured premises.
24. All covenants, interests, rights and privileges excepted and reserved by the grantor in their deed of conveyance to the proposed insured.

Note: Exceptions 1, 3, 4, 5, 6 and 7 will be deleted from the final title policy upon the delivery of seller's affidavit to the title company.

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