

ALTA Commitment for Title Insurance



Issued By Old Republic 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 EXTRA CONTRACTUAL 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, Old Republic 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


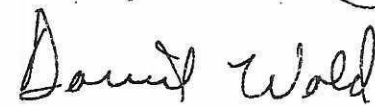
This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

Issued through the Office of

BENTON COUNTY ABSTRACT
AND TITLE COMPANY, INC.


Authorized Signatory Anne G. Howard

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

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;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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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 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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**OLD REPUBLIC NATIONAL TITLE
INSURANCE COMPANY
400 Second Avenue South
Minneapolis, Minnesota 55401**

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

Commitment No. OR 21-213

1. Effective Date: October 18, 2021 at 8:00 o'clock a.m.
2. Policy or Policies to be issued: Amount

OWNER'S POLICY \$ TBD
Proposed Insured:

TBD

LOAN POLICY \$ TBD
Proposed Insured:

TBD
3. The estate or interest in the land described in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

APL NOBLE COUNTY FARM LLC
5. The land referred to in this Commitment is described as follows:

(SEE SCHEDULE A – PAGES 2 and 3)

SCHEDULE A – PAGE 2

A part of Section 25, Township 24 North, Range 10 West, in Hickory Grove Township, Benton County, Indiana, and described as follows:

The starting point is described as follows: Beginning at the Northeast corner of said Section 25 and running South 89°45' West along the North line of said Section a distance of 2,706.3 feet to the center of the Leuck Dredge Ditch; thence South 1°46' East along said ditch a distance of 704.4 feet to the PLACE OF BEGINNING of this description; thence following along the center of said ditch South and West, South 1°46' East, 774.1 feet; thence South 34°50' West, 691.4 feet; thence South 39°42' West, 554.8 feet; thence North 83°16' West, 446.8 feet; thence North 73°23' West, 1485.8 feet to the intersection with the East right-of-way line of State Road No. 352; thence North following said East right-of-way line, North 2°05' West, 99.8 feet; thence North 1°41' West, 484.1 feet; thence North 0°50' West, 687.8 feet; thence leaving said State Road, North 89°36' East 2621.5 feet to the PLACE OF BEGINNING, containing 89.40 acres, more or less.

EXCEPTING THEREFROM a part of Section 25, Township 24 North, Range 10 West, Benton County, Indiana, described as follows: Commencing at the Northeast corner of said Section; thence South 89°45' West 2,706.30 feet along the North line of said Section to the center of Leuck Dredge Ditch; thence South 1°46' East along the center of said ditch 704.40 feet; thence South 89°36' West 2,621.50 feet to the East boundary of SR 352; thence South 0°50' East 687.80 feet (the foregoing bearings and distances in this description are taken from Deed Record 106, page 672) along the boundary of said SR 352; thence South 0°50'57" West 187.15 feet along said boundary to the POINT OF BEGINNING of this description; thence South 43°10'29" East 34.66 feet; thence South 0°11'08" East 349.60 feet; thence South 11°36'28" West 30.71 feet to the center line of Leuck Ditch; thence North 71°00'07" West 25.31 feet along said center line to the East boundary of SR 352; thence North 0°29'55" East 99.80 feet along said boundary; thence North 0°50'57" East 296.95 feet along said boundary to the POINT OF BEGINNING and containing 0.242 acre, more less. All bearing in this description which are not taken from previous instruments are based on the bearing system for Indiana Department of Transportation Project ST-3404(D).

INFORMATION NOTE: The acreage contained in the legal description is shown for convenience only and should not be construed as insuring the quantity of land set forth in said description.

SOURCE OF TITLE:

Warranty Deed from Robert Michael O'Malley and M. Shane O'Malley, as tenants in common, "Grantors" to Alexandra Palmer Linn, "Grantee" dated 04/17/1997 and recorded 04/18/1997 in Deed Record #109 pages 355-356 in the Office of the Recorder of Benton County, IN.

Warranty Deed in Trust from Alexandra P. Linn, f/k/a Alexandra Palmer Linn, "Grantor" to Alexandra P. Linn, not individually but as Trustee under the provisions of a trust agreement dated March 26, 2001, and known as the Alexandra P. Linn Revocable Trust Dated March 26, 2001, "Grantee" dated 12/30/2001 and recorded 01/07/2002 in Deed Record #115 pages 16-20 in the Office of the Recorder of Benton County, IN.

Trustee's Warranty Deed from Alexandra P. Linn, as Trustee under Alexandra P. Linn Revocable Trust dated March 26, 2001, "Grantor" to APL Noble County Farm LLC, "Grantee" dated 01/10/2012 and recorded 10/24/2014 as Document #201400001465 in Book #214 pages 849-854 in the Office of the Recorder of Benton County, IN.

End of Schedule A.

SCHEDULE B-I
Commitment No. OR 21-213

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 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.

Warranty Deed
Mortgage

5. Pay all taxes, charges, and assessments, levied and assessed against subject premises, which are due and payable:

Taxes for the year 2020 due and payable in 2021 have been assessed of record and are payable as follows, to-wit:

Parcel No. 04-15-25-900-004.000-008 (008-00184-00)

APL NOBLE COUNTY FARM LLC

Pt. NW¼ 25/24/10 89.158 ac.

Value of Land (ag).....	\$127,000.00
May Installment.....	\$ 748.14 PAID 04/16/2021
November Installment.....	\$ 748.14 NOT PAID

LEUCK-MITCHELL DITCH ASSESSMENT

May Installment.....	\$ 133.74 PAID 04/16/2021
November Installment.....	\$ 133.74 NOT PAID

Taxes for the year 2021 due and payable in 2022 became a lien on January 1, 2021 but have yet to be assessed of record.

6. We need a Warranty Deed from APL Noble County Farm LLC, “Grantor” to (the purchaser), “Grantee” duly signed, properly notarized and placed of record in Benton County, IN.
8. If applicable, we need a new mortgage in the principal amount of \$ TBD from (the purchaser), “Mortgagor” to (the purchaser’s lender), “Mortgagee” duly signed, properly notarized and placed of record in Benton County, IN.
9. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
10. This Company needs a Vendor’s Affidavit duly signed, properly notarized and placed with the title company.
11. This Company needs a Mortgagor’s Affidavit duly signed, properly notarized and placed with the title company.
13. This Company needs a copy of the Operating Agreement for APL Noble County Farm LLC authorizing the company to sell the subject real estate and further setting forth the member(s) authorized to execute documents on behalf of the company to effectuate the transaction.

If the Operating Agreement does not provide the above information, this Company needs a company resolution signed by all members of APL Noble County Farm LLC providing said required information.

End of Schedule B-I

SCHEDULE B-II
Commitment No. OR 21-213

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, 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.

This 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 the Schedule B, Part 1 – Requirements are met.
2. Rights or claims of parties in possession, boundary line disputes, overlaps, encroachments, and any other matters not shown by the public records which would be disclosed by an accurate survey and inspection of the land described in Schedule A.
3. Easements, or claims of easements, not shown by the public record.
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 assessments which are not shown as existing liens by either the public records or the records of any taxing authority that levies taxes or assessments on real property.
6. Taxes for the year 2021 due and payable in 2022 became a lien on January 1, 2021 but have yet to be assessed of record.
7. Right of the State of Indiana, the municipality, the public in and to that land described in Schedule A which may be taken or used for streets and highways, together with public utilities therein, if any.
8. Indiana Code 8-1-26 provides for the recordation of a Notice of Underground Facilities. This was recorded 12/27/1990 in Miscellaneous Record #34 pages 90-91 of the records of Benton County, IN. You may wish to contact Indiana Underground Plant Protection Services, Inc. at (800) 382-5544.
ALSO: Warren County REMC has recorded a list of Underground Facilities, dated 02/25/1991 and recorded 02/27/1991 in Miscellaneous Record #34 pages 155-156 of the records of Benton County, IN. During business hours they may be reached at (765) 762-6114.

9. Subject to Subdivision Control Ordinance passed by the Board of County Commissioners, and any subsequent amendments thereto, dated 11/24/1969 and recorded 11/24/1969 in Miscellaneous Record #22 pages 383-402 in the Office of the Recorder of Benton County, Indiana.
10. Subject to rights of way for drainage tiles, ditches, laterals and feeders, if any.
11. Any discrepancies between the actual boundaries of the land and the apparent boundaries indicated by fences, planting or other improvements.
12. The Company assumes no responsibility for any loss, costs, damage or expense due to or arising out of the failure of all the improvements associated to or with the property address being located within the bounds of the real estate description set out in Schedule A.
13. The real estate tax, valuation and exemption information set out in this Commitment is the information that is currently available in the County Tax computer. The County Treasurer must be contacted for final tax payoff amounts. Assessed Valuations and Exemptions are subject to revision at the discretion of the County Assessor and/or Auditor or other such authorized entity. No liability is assumed by insured with respect to the validity of the exemptions currently shown of record. The property owner/purchaser is responsible for filing any property exemptions, credits or deductions.
14. By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy, for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as TIEFF (Title Insurance Enforcement Fund Fee) charge.
15. Conditions, Restrictions and Covenants, if any, not appearing in the public records. NOTE: Said Covenants, Conditions and Restrictions omit any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
16. The acreage contained in the legal description, if any, is shown for convenience only and should not be construed as insuring the quantity of land set forth in said description.
17. NOTE: THE COMPANY DOES NOT INSURE AGAINST ANY LOSS OR DAMAGE ARISING OUT OF INDIANA STATE TAX WARRANTS FILED IN THE CLERK'S OFFICE.
18. Company assumes no liability for tax increases arising out of retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.

19. Grant of Easements and Memorandum of Wind Energy Easement Agreement by and between APL Indiana Farms LLC, f/k/a APL Noble County Farm LLC, "Owner" and Orion Wind Resources LLC, "Grantee" dated 07/25/2016 and recorded 11/02/2016 as Document #2016001455 in the Office of the Recorder of Benton County, IN.
20. Memorandum of Capital Contribution Agreement by and between Orion Wind Resources LLC, "Orion" and Jordan Creek Wind Farm LLC, "Project Company" dated 02/02/2017 and recorded 02/15/2017 as Document #2017000197 in the Office of the Recorder of Benton County, IN.
21. Memorandum of Capital Contribution Agreement by and between Orion Wind Resources LLC, "Orion" and Jordan Creek Wind Farm LLC, "Project Company" dated 02/02/2017 and recorded 08/28/2017 as Document #2017001172 in the Office of the Recorder of Benton County, IN.
22. 10 YEAR JUDGMENT SEARCH in the name(s) of:

APL Noble County Farm LLC: NONE FOUND

NOTE: AN OWNER'S POLICY ISSUED IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTIONS:

1. Rights or claims of parties other than insured in actual possession of any or all of the property.
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. The term "encroachment" includes encroachments or existing improvements located on the Land onto adjoining land, and encroachments onto the land of existing improvements located on adjoining land.
3. Unfiled mechanics' or materialmen's liens.
4. The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction
5. Easements, or claims of easements, not shown by the public records.

NOTE: If the policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

This Commitment is invalid unless the Insuring Provisions and Schedule A and B are attached.

End of Schedule B.

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