

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: T18-530 Issuing Office File Number: T18-530

Property Address: Vacant Land, Saline 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:

Its Issuing Agent, TITLE PROFESSIONALS, INC.,

Phone:(618)997-8404 Fax:(618)997-5406

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. 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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AMERICAN LAND TITLE ASSOCIATION

(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 III. 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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(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 2017 and thereafter.

Property Record Number 06-1-031-01. Taxes of record for 2016 payable in 2017 were: \$467.46, 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.
- Right of Way Easement conveyed to GTE North Incorporated dated January 15, 1992 and filed for record on April 2, 1992 in Right of Way Book 934 Page 3 in the Office of the Recorder of Saline County, Illinois.
- 11. Right of Way Easement conveyed to Southeastern Illinois Cooperative, Inc., dated May 12, 1966 and filed for record on July 19, 1966 in Right of Way Book 460, Page 163, in the Office of the Recorder of Saline County Illinois.
- 12. Transmission Line Right of Way Agreement from Everett Weaver and Gertrude Weaver, his wife, to Central Illinois Public Service Company, dated October 16, 1929, and recorded on July 29, 1940, in Miscellaneous Record Book N Page 264 and assigned to Peabody Coal Company by Assignment dated December 6, 1929, and recorded July 29, 1940, in Miscellaneous Record Book N Page 264 in the Office of the Recorder of Saline County, Illinois.
- 13. *Subject to the rights of tenants in possession, if any.
- 14. *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.
- 15. *Subject to CRP contracts, if any.
- 16. **Subject to roads and road right of ways.
- 17. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.

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(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 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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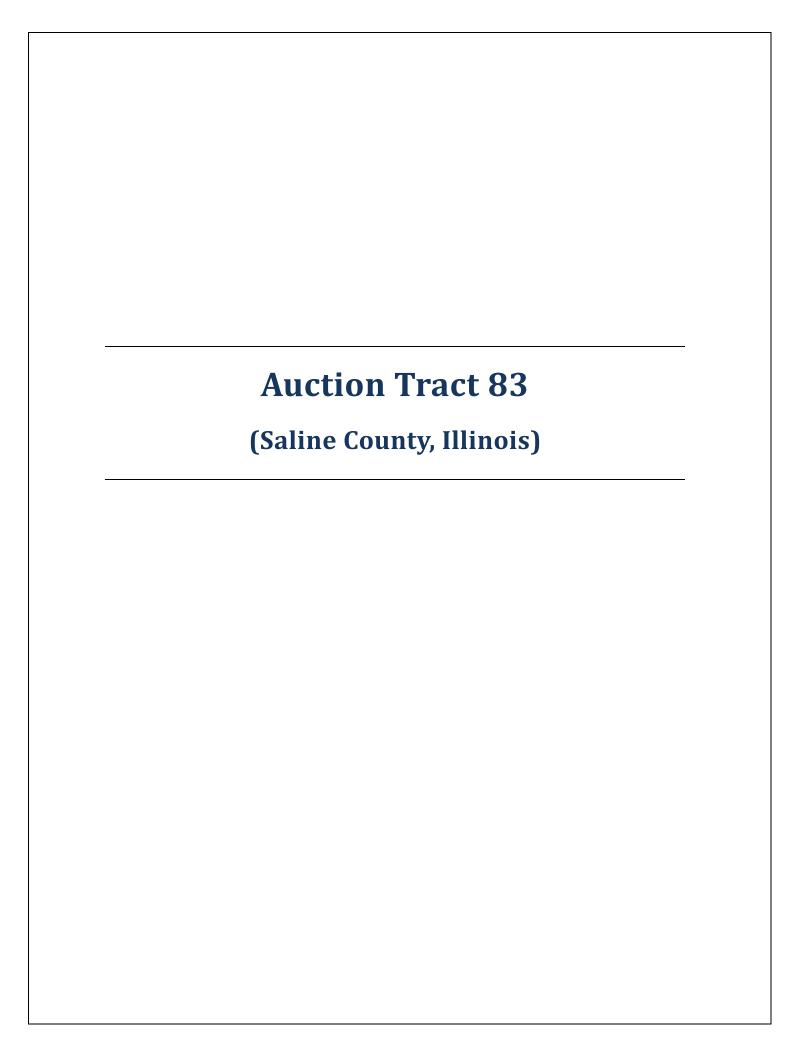
Commitment Number: T18-530

EXHIBIT A PROPERTY DESCRIPTION

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

The East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section Four (4), Township Nine (9) South, Range Six (6) East of the Third Principal Meridian, Saline County, Illinois. Situated in Saline County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 06-1-031-01 (Alternative Number 08-04-100-001)



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: T18-607A REVISED Issuing Office File Number: T18-607A

Property Address: Vacant Land, Saline 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

Rv.

Its Issuing Agent, TITLE PROFESSIONALS, INC.,

Phone:(618)997-8404 Fax:(618)997-5406

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. 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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AMERICAN
LAND TITLE
ASSOCIATION

(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 III. 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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(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 2017 and thereafter.

Property Record Number 06-1-025-02. Taxes of record for 2016 payable in 2017 were: \$958.12, 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. Inasmuch as there appears to be no means of public access, this commitment and our policy when issued, shall not insure access.

NOTE: Affidavit by Tina Griffith stating that she accessed the Northwest of the Northeast by a roadway extending from Route 34 at the West Boundary Line of Section 3 on and along the North Boundary of Section 3 from Route 34 to the Northwest of the Northeast, dated August 31, 2003 and filed for record on October 18, 2004 in Book 1740 Page 199-200 in the Office of the Recorder of Saline County, Illinois.

NOTE: Affidavit by Joe Basham stating that he granted access to the Northwest 1/4 of the Northeast 1/4 of Section 3 Township 9 Range 6 East of the Third Principal Meridian, at a roadway extending from Rt. 34 on the North 120 acres of the Northwest 1/4 of Section 3 Township 9 Range 6 East of the Third Principal Meridian, and running along the edge of the Middle Fork of the Saline River to a field road running to the NW 1/4 of the NE 1/4 of S3, T9S, R63, dated August 3, 2004 an filed for record on December 9, 2004 in Book 1751 Page 218-220 in the Office of the Recorder of Saline County, Illinois.

- 11. *Subject to the rights of tenants in possession, if any.
- 12. *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.
- 13. *Subject to CRP contracts, if any.
- 14. **Subject to roads and road right of ways.
- 15. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.

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(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 Owner's Commercial Survey endorsement fee
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Title Office License Number: TA.08.0800068

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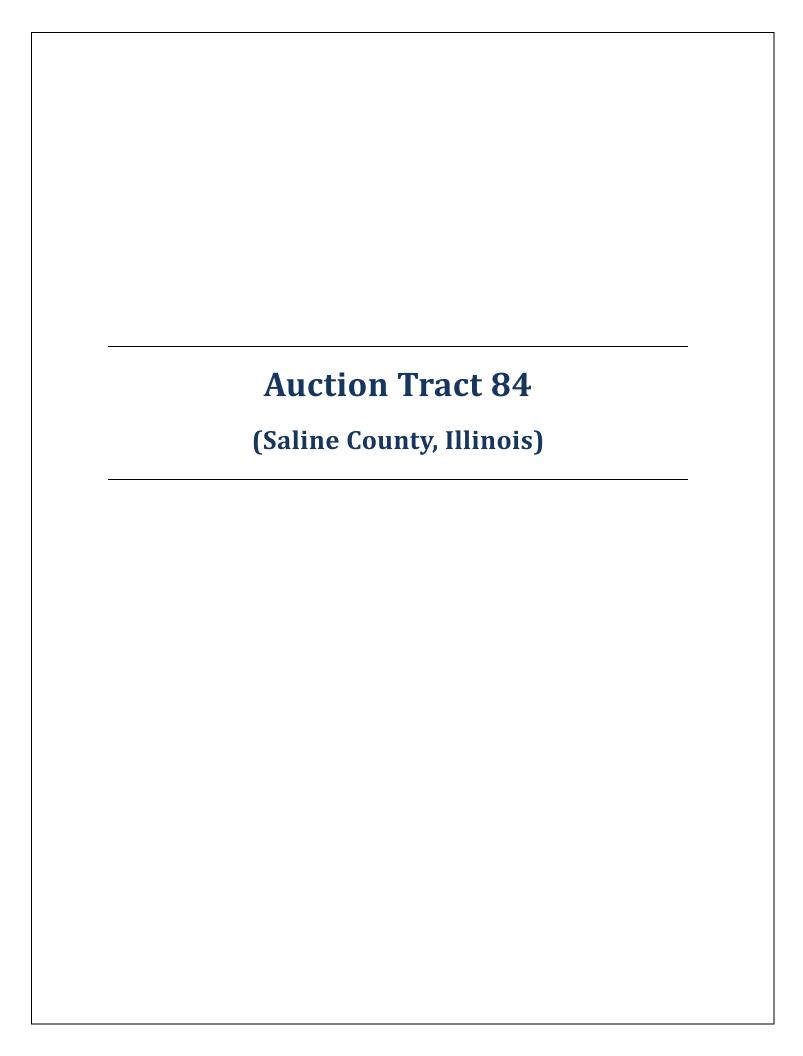
Commitment Number: T18-607A REVISED

EXHIBIT A PROPERTY DESCRIPTION

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

The Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Three (3), Township Nine (9) South, Range Six (6) East of the Third Principal Meridian. Situated in Saline County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 06-1-025-02 (Alternative Number 08-03-200-002)



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: T18-608 REVISED Issuing Office File Number: T18-608

Property Address: Vacant Land, Saline 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:

Its Issuing Agent, TITLE PROFESSIONALS, INC.,

Phone:(618)997-8404 Fax:(618)997-5406

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. 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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AMERICAN LAND TITLE ASSOCIATION

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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:

- 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 III. 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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(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 2017 and thereafter.

Property Record Number 03-1-076-07. Taxes of record for 2016 payable in 2017 were: \$370.32, PAID OF RECORD. (Tract 1)

Property Record Number 03-1-078-04. Taxes of record for 2016 payable in 2017 were: \$597.56, PAID OF RECORD. (Tract 1)

Property Record Number 03-1-078-08. Taxes of record for 2016 payable in 2017 were: \$465.86, PAID OF RECORD. (Tract 2)

- 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. **Subject to roads and road right of ways.
- 14. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
 - *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
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 - (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.

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(Continued)

- **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 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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Commitment Number: T18-608 REVISED

EXHIBIT A PROPERTY DESCRIPTION

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

Tract 1:

A part of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) and a part of the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of Section Twenty (20), Township Nine (9) South, Range Seven (7) East of the Third Principal Meridian, Saline County, Illinois, more fully described as follows:

Commencing at the Northeast corner of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty (20), Township Nine (9) South, Range Seven (7) East of the Third Principal Meridian, and run thence South along the land line 51 1/2 rods for a place of beginning; thence run due West 160 rods; thence run due South along the land line 34 1/2 rods; thence run due East 160 rods; thence run North along the land line to the point of beginning, and further commencing at the Northeast corner of the South Half (S 1/2) of the Northeast Quarter (NE 1/4), Section Twenty (20), Township Nine (9) South, Range Seven (7) East of the Third Principal Meridian, and running thence South 86 rods for a place of beginning; thence run West 160 rods; thence run due South along the land line 35 rods; thence run due East 160 rods; thence run due North along the land line 35 rods to the point of beginning. Situated in Saline County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

EXCEPT 6 3/4 acres of even width off the West end of said tract.

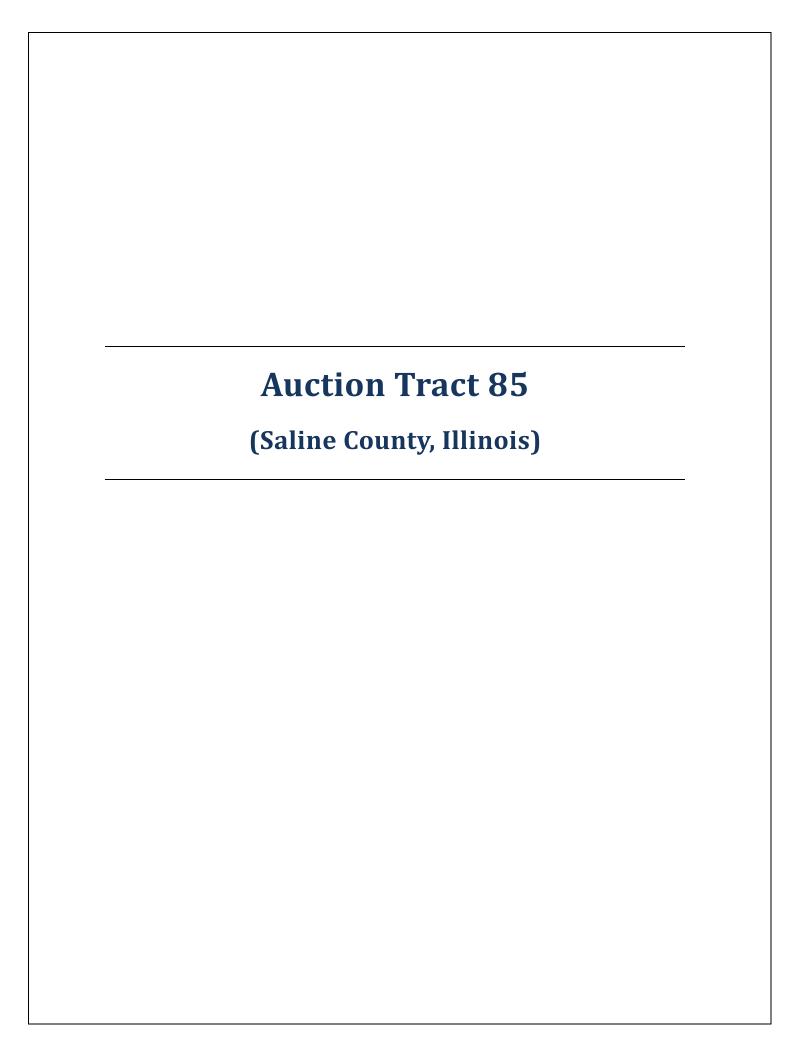
Informational Note: Property Record Number 03-1-076-07 and 03-1-078-04 (Alternative Numbers 09-20-200-007 and 09-20-400-009)

Tract 2:

The North Half (N 1/2) of a tract of land 10 rods East and West and 16 rods North and South in the Southwest corner of the following described land, to-wit:

Commencing at the Half Section line at the Northwest corner of the Southeast Quarter (SE 1/4) of Section Twenty (20), Township Nine (9) South, Range Seven (7) East of the Third Principal Meridian, Saline County, Illinois, and running South along the land line 8 rods for a place of beginning; thence East 30 rods; thence South 33 rods; thence West 30 rods; thence North 33 rods to the place of beginning. Situated in Saline County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 03-1-078-08 (Alternative Number 09-20-400-012)



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: T18-609 REVISED 2 Issuing Office File Number: T18-609

Property Address: Vacant Land, Saline 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:

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

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. 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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AMERICAN LAND TITLE ASSOCIATION

(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 III. 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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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 2017 and thereafter.

Property Record Number 03-1-105-02. Taxes of record for 2016 payable in 2017 were: \$424.36, PAID OF RECORD.

Property Record Number 03-1-108-01. Taxes of record for 2016 payable in 2017 were: \$1,257.00, 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 Easement (For Channel Improvement) conveyed to the Saline Valley Conservancy District dated June 30, 1967 and filed July 12, 1967 in Right of Way Book 460, Page 439 in the Office of the Recorder of Saline County, Illinois.
- 11. *Subject to the rights of tenants in possession, if any.
- 12. *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.
- 13. *Subject to CRP contracts, if any.
- 14. **Subject to roads and road right of ways.
- 15. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
- 16. Easement or Right of Way For Access to Property granted to New River Royalty, LLC, dated October 4, 2018 and filed October 9, 2018 in Book 2162 at Page 861 as Document Number 268762 in the Recorder's Office of Saline County, Illinois.
- 17. Terms, provisions, and conditions relating to the easement described and contained in the instrument creating said easement, being Book 2162 at Page 861.
- Rights of the adjoining owner or owners to the concurrent use of said easement.
- 19. Surface Damage and Use Agreement dated October 15, 2005 and filed November 1, 2005 in Book 1833 at Page 111 as Document Number 218496 in the Recorder's Office of Saline County, Illinois. (affects easement)

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(Continued)

- 20. Oil and Gas Lease made by Jeffrey Drone and Toni Drone to Shawnee Resources Corporation dated September 29, 2005, filed November 1, 2005 in Book 1834 at Page 25, demising the land for a term of years beginning September 29, 2005, and all rights thereunder of, and all acts done or suffered thereunder by, said lessee or by any party claiming by, through or under said lessee. (affects easement)
- 21. Notice of Underground Coal Lease dated October 6, 1977, filed October 21, 1977 in Book 556 at Page 399, in the Recorder's Office of Saline 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 Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

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Commitment Number: T18-609 REVISED 2

EXHIBIT A PROPERTY DESCRIPTION

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

The West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section Twenty-eight (28) and the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-nine (29), all in Township Nine (9) South, Range Seven (7) East of the Third Principal Meridian, Saline County, Illinois. Situated in Saline County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

EXCEPT the following described tract: beginning at the Southeast corner of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-eight (28), Township Nine (9) South, Range Seven (7) East of the Third Principal Meridian; thence Northerly on the East line of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section Twenty-eight (28) a distance of 250 feet; thence Southwesterly with a deflection angle to the left of 144 degrees, 20 minutes a distance of 320 feet to the South line of said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) thence Easterly on the South line of said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) a distance of 190 feet to a point of beginning.

Informational Note: Property Record Number 03-1-105-02 and 03-1-108-01 (Alternative Numbers 09-28-100-006 and 09-29-200-005)

Also, an easement for access described as follows:

The South 30 feet of the West 1,400 feet of the following described tract in Section Twenty (20), Township Nine (9) South Range Seven (7) East of the Third (3rd) Principal Meridian, Saline County, Illinois of the following described property:

Tract 2 described in Book 1303, Page 181 at Recorder's Office of Saline County, Illinois, being part of the Southeast Quarter (SE 1/4) of Section Twenty (20) in Township Nine (9) South, Range Seven (7) East of the Third (3rd) Principal Meridian, situated in Saline County, Illinois, being described as follows:

Commencing at the Northeast corner of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of said Section Twenty (20); thence Southerly along the East line of said Section 20 with an assumed bearing of South 00 degrees 09 minutes 30 seconds West a distance of Two Thousand Five Hundred Fifty-seven and Fifty Hundredths (2,557.50) feet to the Point of Beginning; Thence Westerly parallel with the North line of the Southeast Quarter (SE 1/4) of Section Twenty (20) South 89 degrees 05 minutes 34 seconds West a distance of Two Thousand Six Hundred Eighty-six and Twelve Hundredths (2,686.12) feet to the West line of said Southeast Quarter (SE 1/4); thence Southerly along said West line South 00 degrees 17 minutes 50 seconds West a distance of One Thousand Four Hundred Fifty and Thirty-nine Hundredths (1,450.39) feet to the Southwest corner of said Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4); thence Easterly along the South line of said Southeast Quarter (SE 1/4) North 89 degrees 21 minutes 36 seconds East a distance of Two Thousand Six Hundred Eighty-nine and Forty-three Hundredths (2,689.43) feet to the Southeast corner of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty (20); thence Northerly along the East line of Section Twenty (20) North 00 degrees 09 minutes 30 seconds East a distance of One Thousand Four Hundred Sixty-two and Eighty-six Hundredths (1,462.86) feet to the Point of Beginning.

Situated in Saline County, Illinois. EXCEPT all coal, oil, gas, and other minerals.