

INFORMATION BOOK TRACT 4

NOVEMBER 12TH - 10AM CT

IN-PERSON AUCTION HELD AT: Holiday Inn, Champaign 101 Trade Center Dr. Champaign, IL 61820

Online Also Available



MurrayWiseAssociates.com 217-398-6400 | liz@mwallc.com 2 TABLE OF CONTENTS

BROCHURE	3-5
AERIAL & SOIL MAPS	6-7
YIELD DATA	8
TAX INFORMATION	9-13
FSA INFORMATION	14-16
SOIL TEST	17-25
SOLAR LETTER	26
PRELIMINARY TITLE COMMITMENT	27-43

Call (217) 398-6400 or email <u>Ross.Perkins@mwallc.com</u> with any questions.

BROCHURE | 3

PRIME FARMLAND AUCTION CHAMPAION COUNTY, IL

THE AGREE

NOV 12TH 10AM CT

IN-PERSON AUCTION HELD AT: Holiday Inn, Champaign 101 Trade Center Dr. Champaign, IL 61820

Online Also Available

ONLINE REGISTRATION DUE BY NOVEMBER 11TH AT NOON To register for online bidding, visit www.MurrayWiseAssociates.com or contact us at (217) 398-6400 or layna.spratt@mwallc.com

Traot	Surveyed/ Taxed Aores	FSA Tillable Aores	Soil Pl
1	70.00	71.37	143.9
2	37.49	35.38*	143.1
3	27.21	26.92*	142.7
4	40.00	39.26	143.3
		FSA tillable acres. on not complete	







175± Acres of Champaign County High Quality Farmland

Located just west of Champaign and south of Seymour, IL & in close proximity to Interstates 57 and 72.

4 | BROCHURE

EXECUTIVE SUMMARY

Located in Colfax and Tolono townships, these tracts feature Drummer silty clay loam, Flanagan silt loam and Elburn silt loam soil types and each have average Pls of 142+. For more information on the soil types for individual tracts, download the Information Book for this sale from MurrayWiseAssociates.com.



FROM THE MONTICELLO ROAD EXIT (EXIT 229) ON 157:

FOR TRACT 4, head west on Monticello Road for 1.5 miles. Turn right (north) on CR 700E for 1.5 miles. Tract 4 will be on the west (left) side of the road.

FOR TRACTS 1-3, head west on Monticello Road for 7.5 miles. Turn right (north) on CR 100E for 1 mile. Tracts 1-3 are on both sides of the road. Please look for MWA signage.

Murray Wise

MurrayWiseAssociates.com I 217-398-6400 | liz@mwallc.com







AUCTION TERMS & CONDITIONS

AUCTION METHOD: The farm will be offered as 4 individual tracts. Tracts 1-3 will use the "Buyer's Choice" method of sale, whereas the high bidder at the conclusion of the first round of bidding can purchase either an individual tract or multiple tracts for their high bid. Should the high bidder not select all tracts, the remaining tracts will be offered with another round of bidding. This process will repeat until all of tracts 1-3 have been chosen by a high bidder. Upon completion of tracts 1-3, tract 4 will be offered individually. Bidding and livestream viewing will be available at www.MurrayWiseAssociates.com. Bidding will be on a dollars per acre basis and the final purchase price will be determined by multiplying the high bid by the taxable (tracts 1 & 4) or surveyed (tracts 2 & 3) acreage.

ONLINE REGISTRATION: All online bidders are required to register at www.MurrayWiseAssociates.com on or before Noon CT on Monday, November 11, 2024. Once the online registration form is filled out it will be automatically sent to Murray Wise Associates LLC for approval to allow bidding. Auction company may request a letter of recommendation from prospective bidder's financial institution stating funds are available for the 10% deposit and that bidder has the financial capacity for final purchase.

ACCEPTANCE OF BID PRICES: The successful high bidder(s) will enter into a purchase agreement immediately following the close of bidding for presentation to the Seller(s). Final bid price is subject to approval or rejection by Seller(s).

DOWN PAYMENT: A 10% non-refundable down payment of the total contract purchase price will be due within 24 hours of the close of the auction from the winning bidder(s) and shall be made via a wire transfer. The balance of the contract purchase price is due in cash at closing. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING.

CLOSING: The closing shall take place on or before January 15, 2025.

POSSESSION: Possession will be given at closing.

TITLE: Seller(s) will provide a proper deed conveying merchantable title to the real estate to the successful buyer(s) free and clear of liens.

INCOME: Seller(s) shall retain the 2024 income and be responsible for all the farm expenses. Buyer will be responsible for all the 2025 income and expenses.

LEASE: The lease is open for 2025.

REAL ESTATE TAXES & ASSESSMENTS: The 2024 calendar year taxes due and payable in 2025 shall be paid by the Seller(s) in the form of a credit at closing. The amount of the credit will be determined by using the most recent ascertainable tax figures available.

SURVEY: A survey has been completed for tracts 2 and 3. Tracts 1 and 4 will be sold on taxable acres. Visit MurrayWiseAssociates.com to download the Information Book for the survey and additional information. The Seller(s) will not complete any additional surveys.

MINERAL RIGHTS: The sale shall include any and all mineral rights owned by the Seller(s).

ACREAGES: All acreages are approximate and have been estimated based upon current legal descriptions, FSA records and aerial mapping software.

EASEMENTS & LEASES: The sale is subject to any and all easements and leases of record.

DISCLAIMER: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the agreement to purchase. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the Seller(s) or Murray Wise Associates LLC. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is believed to be accurate but is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the Seller(s) or Murray Wise Associates LLC. All sketches and dimensions in this brochure are approximate. All acreages are approximate and have been estimated based on legal descriptions or aerial photographs. Conduct at the final round of bidding and increments of bidding are at the direction and discretion of the seller's agent. The Seller(s) and Murray Wise Associates LLC reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. Under no circumstances shall Bidder have any kind of claim against Murray Wise Associates LLC, or anyone else if the internet service fails to work correctly before or during the auction.

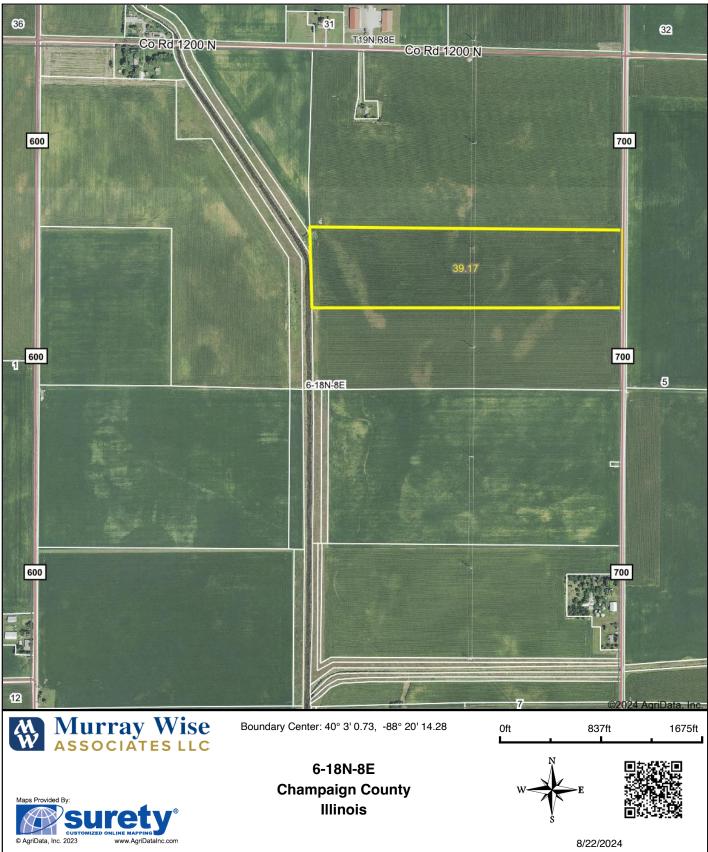
AGENCY: Murray Wise Associates LLC and its representatives are exclusive agents of the Seller(s).

SELLER: D&R Schumacher Trust/Joe and Kelly Schumacher

REPRESENTING ATTORNEY: Marc Miller of Miller and Hendren, Champaign, IL

6 | AERIAL MAP - TRACT 4

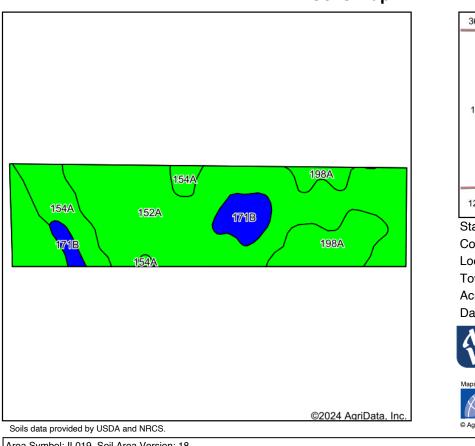
Aerial Map



Field borders provided by Farm Service Agency as of 5/21/2008

SOIL MAP - TRACT 4 | 7

Soils Map



36	31	32
60 1 24-10 2		700 5
12 State:	⁷ ©2024 AariE Illinois	Data, Inc.
	y: Champaign	
Locat		
	ship: Tolono	
Acres		
Date:	8/22/2024	
M W	Murray Associat	Wise
Maps Prov		W W E

Area Sy	mbol: IL019, Soil	Area Ve	ersion: 18									
Code	Soil Description	Acres	Percent of field	II. State Productivity Index Legend	Subsoil rooting a	Corn Bu/A	Soybeans Bu/A	Crop productivity index for optimum management	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans
**152A	Drummer silty clay loam, 0 to 2 percent slopes	26.28	67.1%		FAV	**195	**63	**144	82	81	68	74
198A	Elburn silt loam, 0 to 2 percent slopes	5.43	13.9%		FAV	197	61	143	91	91	76	78
154A	Flanagan silt loam, 0 to 2 percent slopes	4.56	11.6%		FAV	194	63	144	90	90	73	76
**171B	Catlin silt loam, 2 to 5 percent slopes	2.90	7.4%		FAV	**185	**58	**137	77	77	70	72
				Weighte	d Average	194.4	62.4	143.3	*n 83.8	*n 83.1	*n 69.8	*n 74.6

Table: Optimum Crop Productivity Ratings for Illinois Soil EFOTG are sourced from Bulletin 811 calculated Map Unit Base Yield Indices, and adjusted (Adj) for slope, erosion, flooding, and surface texture. Publication Date: 02-08-2023

Crop yields and productivity (B811 EFOTG) are maintained at the following USDA web site: 2023 Illinois Soil Productivity and Yield Indices:

https://efotg.sc.egov.usda.gov/#/state/IL/documents/section=2&folder=52809

** Base indexes from Bulletin 811 adjusted for slope, erosion, flooding, and surface texture according to the II. Soils EFOTG *n: The aggregation method is "Weighted Average using all components"

8 | YIELD DATA

Year	Corn Yield Per Acre	Soybean Yield Per Acre
	Tract 4	Tract 4
2019	229	
2020		60
2021	226	
2022		73
2023	247	
2024		78
Average Yield	234	70

** Yield information provided by current tenant

TAX INFORMATION - TRACT 4 | 9

9/4/24, 4:34 PM

Parcel Details for 292606200003

Notice

To view current assessment information, use the Tax Year dropdown to select the current year.

Parcel Number 29-26-06-200-003	Site Address	Owner Name & Address
Tax Year 2023 (Payable 2024)		
Sale Status None		
Property Class 0021 - Farmland	Tax Code 2907 -	Tax Status Taxable
Net Taxable Value 32,770	Tax Rate 5.623300	Total Tax \$1,882.76
Township Tolono	Acres 40.0000	Mailing Address

Billing									
Installment	Date Due	Tax Billed	Penalty Billed	Cost Billed	Drainage Billed	Total Billed	Amount Paid	Date Paid	Total Unpaid
1	06/03/2024	\$921.38	\$14.12	\$0.00	\$20.00	\$955.50	\$955.50	6/21/2024	\$0.00
2	09/03/2024	\$921.38	\$0.00	\$0.00	\$20.00	\$941.38	\$941.38	8/21/2024	\$0.00
Total		\$1,842.76	\$14.12	\$0.00	\$40.00	\$1,896.88	\$1,896.88		\$0.00

Drainage / Special Districts	
District	Amount
KASKASKIA SPECIAL MAIN	\$40.00

10 TAX INFORMATION - TRACT 4 9/4/24, 4:34 PM

ſ

Parcel Details for 292606200003

Pay	vment	History
1 a	y mome	I Hotor y

Tax Year	Total Billed	Total Paid	Amount Unpaid
2023	\$1,896.88	\$1,896.88	\$0.
2022	\$1,860.96	\$1,860.96	\$0.
2021	\$1,745.08	\$1,745.08	\$0.

Assessments							
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total	Partial Building
DOR Equalized	0	0	32,770	0	0	32,770	No
Department of Revenue	0	0	32,770	0	0	32,770	No
Board of Review Equalized	0	0	32,770	0	0	32,770	No
Board of Review	0	0	32,770	0	0	32,770	No
S of A Equalized	0	0	32,770	0	0	32,770	No
Supervisor of Assessments	0	0	32,770	0	0	32,770	No
Township Assessor	0	0	32,770	0	0	32,770	No
Prior Year Equalized	0	0	31,060	0	0	31,060	No
Final values							

No Exemptions

9/4/24, 4:34 PM

TAX INFORMATION - TRACT 4 | 11

Parcel Details for 292606200003

Taxing Bodies

District	Tax Rate	Extension
Tolono CUSD #7	3.274500	\$1,073.05
Champaign County Government	0.818900	\$268.35
Parkland College 505	0.528400	\$173.16
Tolono Road & Bridge	0.381600	\$125.05
Tolono Township	0.199600	\$65.41
Scott Fire Protection	0.184000	\$60.30
Tolono Library	0.131600	\$43.13
Forest Preserve District	0.104700	\$34.31
TOTAL	5.623300	\$1,842.76
 Tolono CUSD #7 Champaign County Government Parkland College 505 Tolono Road & Bridge Tolono Township 		

 Scott Fire Protection
 Tolono Library
 Forest Preserve District

No Redemptions

No Forfeiture Information

12 | TAX INFORMATION - TRACT 4

9/4/24, 4:34 PM

Parcel Details for 292606200003

Farmland						
Land Type	Acres	EAV				
CROPLAND	39.7700	33,133				
DRNGE DEBASE	0.0000	-361				
NON-AG	0.2300	0				
Totals	40.0000	32,772				
Click to open Farmland Details						

Sales History								
Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Gross Price	Personal Property	Net Price
2016			1/6/2016			\$462,115.00	\$0.00	\$462,115.00
1991		Arms Length Sale	12/12/1991			\$96,000.00	\$0.00	\$96,000.00
1987		Arms Length Sale	12/1/1987			\$92,000.00	\$0.00	\$92,000.00

• Legal 1		
Legal Description		
pt G.L. 1 Sec 6 T18NR8E		

9/4/24, 4:34 PM

TAX INFORMATION - TRACT 4 | 13

Parcel Details for 292606200003

Important Information

Please make check payable to "Champaign County Collector" and mail payment to:

Champaign County Collector

1st Installment Due: 6/3/2024 2nd Installment Due: 9/3/2024 If you are paying after 9/30/2024 it must be in-person at the Treasurer/Collector's Office with cash, cashier's check, or money order. Last day to pay to avoid Tax Sale: 10/24/2024 Tax Sale: 10/25/2024

Failure to receive a real estate tax bill or receiving it late for any reason does not relieve the taxpayer of penalties accruing if taxes are not paid by their respective due dates.

Please make sure the Supervisor of Assessments has your most current address on file. Forms for address updates and exemptions can be found here.

14 | FSA 156 - TRACT 4

ILLINOIS

CHAMPAIGN

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

Operator Name	:
CRP Contract Number(s)	: None
Recon ID	: None
Transferred From	: None
ABCPLC G/I/E Eligibility	 Fligible

USDA United States Department of Agriculture Farm Service Agency

Abbreviated 156 Farm Record

FARM: 10324 Prepared : 9/12/24 10:36 AM CST Crop Year: 2024

eperater manne	-								
CRP Contract Nun	P Contract Number(s) : None								
Recon ID : None									
Transferred From	Transferred From : None								
ARCPLC G/I/F Elig	ARCPLC G//F Eligibility : Eligible								
			F	arm Land D	oto				
			F		ala				
Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
39.26	39.26	39.26	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP	Cropland	Double	Cropped	CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	39.20	6	0.	00	0.00	0.00	0.00	0.00
			Cro	n Election (haiaa				

Crop Election Choice					
ARC Individual	ARC County	Price Loss Coverage			
None	SOYBN	CORN			

DCP Crop Data						
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP		
Corn	19.70	0.00	166			
Soybeans	19.50	0.00	56	0		
TOTAL	39.20	0.00				

NOTES

Tract Number	: 3656
Description	: D13-4 SEC 6 D T18N R8E
FSA Physical Location	: ILLINOIS/CHAMPAIGN
ANSI Physical Location	: ILLINOIS/CHAMPAIGN
BIA Unit Range Number	:
HEL Status	: NHEL: No agricultural commodity planted on undetermined fields
Wetland Status	: Tract contains a wetland or farmed wetland
WL Violations	: None
Owners	:
Other Producers	: None
Recon ID	: None

			Tract Land Data	I			
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
39.26	39.26	39.26	0.00	0.00	0.00	0.00	0.0

FSA 156 - TRACT 4 | 15

ILLINOIS CHAMPAIGN

Form: FSA-156EZ



United States Department of Agriculture Farm Service Agency FARM: 10324

Prepared : 9/12/24 10:36 AM CST Crop Year : 2024

Abbreviated 156 Farm Record

Troot 2656	Continued	

11401 0000 00111							
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	39.26	0.00	0.00	0.00	0.00	0.00

DCP Crop Data						
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield			
Corn	19.70	0.00	166			
Soybeans	19.50	0.00	56			
TOTAL	39.20	0.00				

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

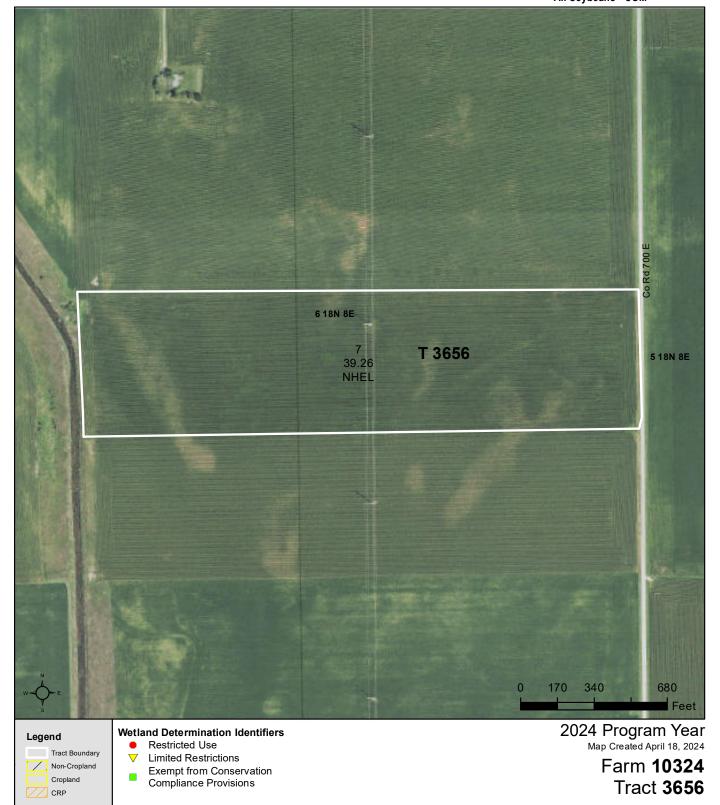
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

16 | FSA 156 - TRACT 4



United States Department of Agriculture Champaign County, Illinois Unless Noted: All crops are Non-Irrigated All crops intended use is Grain All Corn - YEL All Soybeans - COM



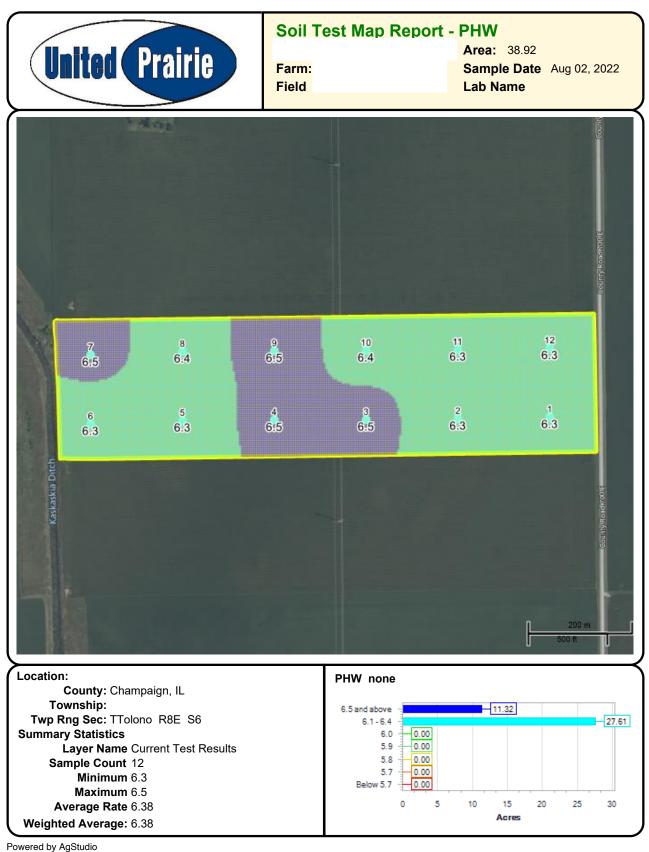
Tract Cropland Total: 39.26 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

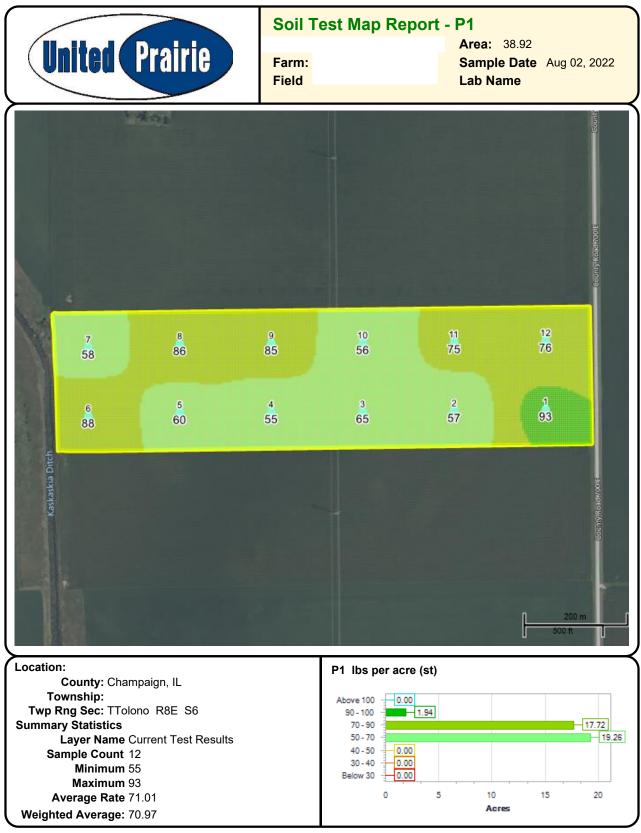
SOIL TEST - TRACT 4 | 17



18 | SOIL TEST - TRACT 4



Page 2 of 9 Aug 1, 2024 9:17 AM



Powered by AgStudio

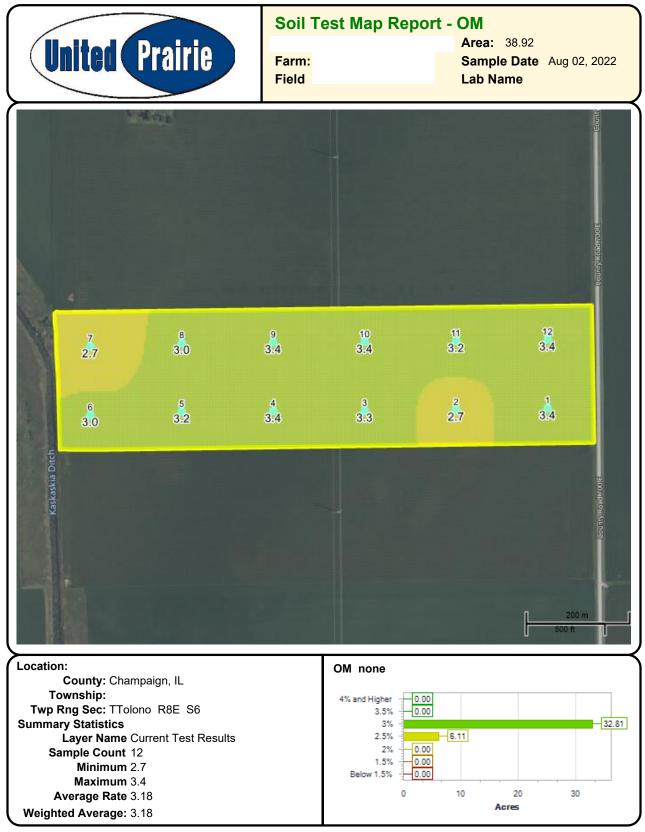
Page 3 of 9 Aug 1, 2024 9:17 AM

20 | SOIL TEST - TRACT 4

	nited (Prairie	Soil To Farm: Field	est Map Re	Area: Samp	t - K Area: 38.92 Sample Date Aug 02, 2022 Lab Name				
							Gouris			
							(currykodd 700)E			
1	7 369	8 358	9 339	10 320	11 283	12 263				
	6 317	5 276	4 333	3 334	2 250	1 621				
Kaskaskia Ditch							Gounty Read Voole			
							Geount			
						200 ft				
Tov Twp R Summar	County: Chan wnship: ang Sec: TTolo y Statistics	ono R8E S6 Current Test Results 2 250		K Ibs per acro Above 450 400 - 450 350 - 400 300 - 349 250 - 299 200 - 249 Below 200	3.05 .46 5.08	-10.46	19.87			
	verage Rate 3 ed Average: 3			0 5 10 15 20 Acres						

Page 4 of 9 Aug 1, 2024 9:17 AM

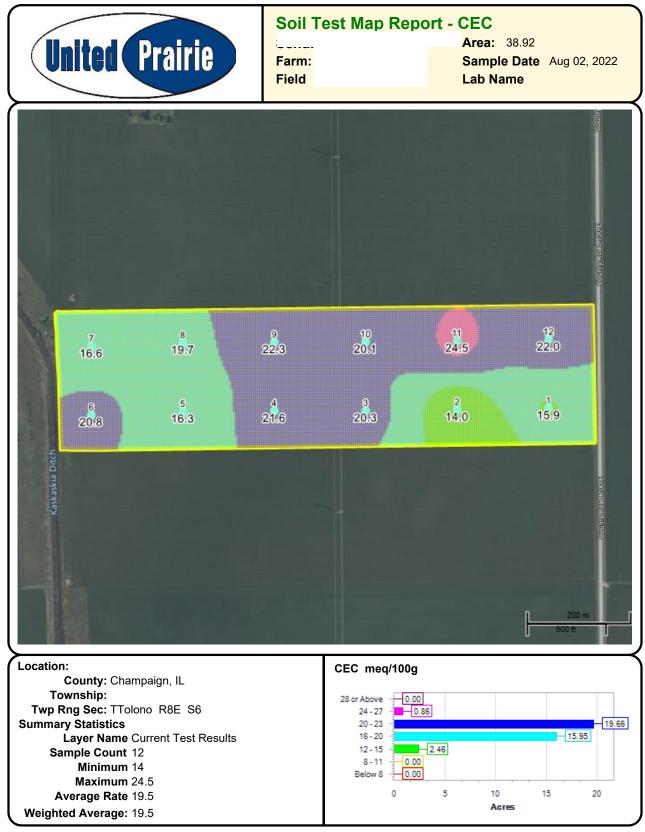
SOIL TEST - TRACT 4 | 21



Powered by AgStudio

Page 5 of 9 Aug 1, 2024 9:17 AM

22 | SOIL TEST - TRACT 4



Powered by AgStudio

Page 6 of 9 Aug 1, 2024 9:17 AM

SOIL TEST - TRACT 4 | 23



Page 7 of 9 Aug 1, 2024 9:17 AM

24 | SOIL TEST - TRACT 4

	ited (Pra	airie		Soil Te Farm: Field:	st Sum	imary	Area: 38.92 Sample Date: Aug 02, 2022 Lab Name:			
SampleID	PHW	PHB	P1	к	ОМ	CA	MG	CEC	PERK	PERCA	PERMG
none	none	none	lbs per acre (st)	lbs per acre (st)	none	lbs per acre (st)	lbs per acre (st)	meq/100g	percent	percent	percent
	_								_		
1	6.3	7.0	93	621	3.4	3,932	722	15.9	5.1	61.9	19.0
2	6.3	7.0	57	250	2.7	3,198	893	14.0	2.3	57.2	26.6
3	6.5	7.0	65	334	3.3	5,013	1,280	20.3	2.2	61.8	26.3
4	6.5	7.0	55	333	3.4	5,319	1,365	21.6	2.0	61.6	26.4
5	6.3	7.0	60	276	3.2	3,916	920	16.3	2.2	60.1	23.6
6	6.3	7.0	88	317	3.0	4,985	1,207	20.8	2.0	60.0	24.2
7	6.5	7.0	58	369	2.7	3,996	1,069	16.6	2.9	60.2	26.9
8	6.4	7.0	86	358	3.0	4,667	1,242	19.7	2.4	59.3	26.3
9	6.5	7.0	85	339	3.4	5,507	1,405	22.3	2.0	61.8	26.3
10	6.4	7.0	56	320	3.4	4,924	1,193	20.1	2.1	61.3	24.8
11	6.3	7.0	75	283	3.2	5,934	1,411	24.5	1.5	60.6	24.0
12	6.3	7.0	76	263	3.4	5,300	1,284	22.0	1.6	60.3	24.4
Average:	6.4	7.0	71	339	3.2	4,724	1,166	19.5	2.4	60.5	24.9

	F	Soil Te arm: ield:	st Sum	imary	Area: 38.92 Sample Date: Aug 02, 2022 Lab Name:						
SampleID none	OM none	CEC meq/100g	PERK percent	PERCA percent	PERMG percent	S lbs per acre (st)	ZN Ibs per acre (st)	FE Ibs per acre (st)	MN lbs per acre (st)	CU Ibs per acre (st)	B Ibs per acre (st)
1	3.4	15.9	5.1	61.9	19.0	16.9	16.3	119.0	45.1	20.6	1.0
2	2.7	13.9	2.3	57.2	26.6	10.9	2.9	108.0	43.1 50.6	4.0	0.6
3	3.3	20.3	2.2	61.8	26.3	16.5	2.2	122.0	39.8	5.1	1.1
4	3.4	21.6	2.0	61.6	26.4	15.3	2.4	147.0	34.2	4.8	1.3
5	3.2	16.3	2.2	60.1	23.6	14.6	2.3	143.0	41.0	4.1	1.0
6	3.0	20.8	2.0	60.0	24.2	12.9	2.7	123.0	55.3	5.5	1.0
7	2.7	16.6	2.9	60.2	26.9	14.4	2.5	90.4	55.0	3.9	0.8
8	3.0	19.7	2.4	59.3	26.3	14.5	3.3	164.0	31.8	5.2	1.1
9	3.4	22.3	2.0	61.8	26.3	17.4	3.0	139.0	30.4	5.9	1.1
10	3.4	20.1	2.1	61.3	24.8	14.6	2.7	119.0	35.0	4.1	1.1
11	3.2	24.5	1.5	60.6	24.0	17.2	2.6	109.0	23.6	7.4	1.2
12	3.4	22.0	1.6	60.3	24.4	17.0	2.6	134.0	28.4	5.9	1.1
Average:	3.2	19.5	2.4	60.5	24.9	15.5	3.8	126.5	39.2	6.4	1.0

26 | SOLAR LETTER



April 22, 2024

Kelly Sellers

Dear Ms. Sellers,

Re: Leasing your acreage in Champaign County, IL

My name is Tessa, and I am working with NativeFlow Energy ("NativeFlow"), a solar and energy storage developer. NativeFlow has researched your area and has identified your property as a favorable site for a solar project.

NativeFlow Energy can offer great lease rates above competitors. Our goal is to have the opportunity to work with landowners to provide financial security as well as accommodate any requests regarding the current use of your land.

Based on the amount of available acreage, there is potential to earn up to \$80,000/year, or more, with an annual escalator added yearly.

Timing is very important, because for a property to successfully host a solar project, it must claim available interconnection capacity from Ameren which is offered on a first-come, first-served basis. Taking advantage of this opportunity requires timely engagement and NativeFlow is committed to commencing the feasibility process immediately upon your response to this letter.

Please feel free to call, email, or text me with any questions you may have. I look forward to hearing from you.

Many thanks,

Tessa

Dorval

Tessa Dorval Landowner Outreach 217-677-3396 tessa@nativeflowenergy.com

This letter was received by the Seller. MWA and the Sellers do not represent or guarantee this property can be developed into solar. We make no warranties or guarantees of any future agreements with Native Flow Energy. MWA and the Sellers do not guarantee that this offer is still available from Native Flow Energy.

PRELIMINARY TITLE COMMITMENT - TRACT 4 27

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:

Commitment Number:



5253-2401885

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 EXTRACONTRACTUAL 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, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

ruhl f. J.C.

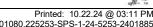
Michael J. Nolan Authorized Officer or Agent

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago 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 counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance (07/01/2021)



MERICAN

28 | PRELIMINARY TITLE COMMITMENT - TRACT 4

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 5253-2401885

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

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:					
Chicago Title Company 301 North Neil, Suite 304 Champaign, IL 61820 Main Phone: (217)356-0501 Email: champaign.il@ctt.com	Chicago Title and Trust Company 301 North Neil, Suite 304 Champaign, IL 61820 Main Phone: (217)356-0501 Main Fax: (217)351-2982					

Order Number: 5253-2401885

Property Ref.: Schumacher Trust

SCHEDULE A

- 1. Commitment Date: October 7, 2024
- 2. Policy to be issued:
 - (a) ALTA Owner's Policy 2021
 Proposed Insured:
 Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 Proposed Amount of Insurance:
 \$10,000.00
 The estate or interest to be insured: Fee Simple
 - (b) ALTA Loan Policy 2021
 Proposed Insured:
 Lender with a contractual obligation under a loan agreement with the Proposed Insured, its successors and/or assigns

 Proposed Amount of Insurance:
 \$10,000.00
 The estate or interest to be insured: Fee Simple
- 3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Kelly Sellers and Joseph Schumacher, as joint tenants

5. The Land is described as follows:

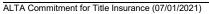
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago 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 counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE COMMITMENT - TRACT 4 | 29

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 29-26-06-200-003

A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, SAID TRACT DESCRIBED AS THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 6, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, RUNNING THENCE SOUTH 89 DEGREES 51 MINUTES 39 SECONDS WEST FOR 2631.47 FEET; THENCE SOUTH 00 DEGREES, 04 MINUTES 40 SECONDS EAST FOR 657.47 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 24 SECONDS EAST FOR 2630.61 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR 650.40 FEET TO THE POINT OF BEGINNING.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago 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 counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



30 | PRELIMINARY TITLE COMMITMENT - TRACT 4

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 5253-2401885

Name and Address of Title Insurance Company: Chicago Title Company 301 North Neil, Suite 304 Champaign, IL 61820

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.
- 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. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
- 7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- 8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

END OF SCHEDULE B, PART I

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago 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 counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance (07/01/2021)

PRELIMINARY TITLE COMMITMENT - TRACT 4 31

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 5253-2401885

Name and Address of Title Insurance Company: Chicago Title Company 301 North Neil, Suite 304 Champaign, IL 61820

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

- 1. Rights or claims of parties in possession not shown by Public Records.
- 2. Any 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 defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 8. Taxes for the years 2023 and 2024.

Taxes for the years 2024 are not yet due or payable.

Permanent Tax No.: 29-26-06-200-003

Note: Taxes for the year 2023 amounting to \$1,882.76 are paid of record.

(Tolono Township)

9. Mortgage dated January 8, 2016 and recorded January 8, 2016 as Document No. 2016R00295 made by Joseph Schumacher and Kelly D. Sellers a/k/a Kelly Sellers to Farm Credit Illinois, FLCA to secure an indebtedness in the amount of \$301,000.00.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago 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 counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association. ALTA Commitment for Title Insurance (07/01/2021)

32 | PRELIMINARY TITLE COMMITMENT - TRACT 4

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 5253-2401885

SCHEDULE B, PART II - Exceptions

(continued)

- 10. If applicable, the spouse or civil union partner of the party in title should join in the conveyance or mortgage for the purpose of releasing homestead.
- 11. 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.
- 12. To assist in our analysis of the name search, the Company should be furnished prior to closing an Information Statement signed by:

Kelly Sellers

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

- 13. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- 14. Premises lie within the boundaries of Kaskaskia Special Drainage district and are subject to assessments thereunder.
- 15. The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)
- 16. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes, together with utility rights therein
- 17. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- 18. Easement in favor of Illinois Power Company, its successors and assigns, by Virtue of Document recorded December 24, 1970 in book 941 at Page 209 as document 70 R 11860, made by William B. Lyman, to construct, operate, maintain, etc. An electric transmission line with equipment appurtenant thereto, over the South 1/2 of the North East 1/4 of Section 6, which lies within a strip of Land 8 rods in width, with centerlines located within 100 feet on either side of the following:

Entering on the North Line of the South East 1/4 of the North East 1/4 of Section 6, at a point 55 feet East of the North West Corner Thereof; thence extending South to the point of exit on the South Line of Said Quarter quarter Section, said point being 55 feet East of the South West Corner Thereof.

19. Easement in favor of Mid-America Pipeline Company, its successors and assigns, by Document recorded May 22, 1986 in book 1454 at Page 616 as document 86 R 10168, made by Donna Sheehan, trustee, to construct, operate, maintain, etc. A pipe line within the confines of a right of way 50 feet in width, said right of way being 35 feet on the north/west side and 15 feet on the south/east side over the premises, and the terms, provisions and conditions therein contained.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago 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 counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE COMMITMENT - TRACT 4 | 33

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 5253-2401885

SCHEDULE B, PART II - Exceptions

(continued)

- 20. Easement in favor of Ameren Transmission Company of Illinois, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded August 26, 2014 as Document No. 2014R15786. See document for exact location.
- 21. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

END OF SCHEDULE B, PART II

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago 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 counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



ALTA Commitment for Title Insurance (07/01/2021)

34 | PRELIMINARY TITLE COMMITMENT - TRACT 4

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 5253-2401885

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I-Requirements
 - f. Schedule B, Part II-Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago 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 counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

PRELIMINARY TITLE COMMITMENT - TRACT 4 | 35

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 5253-2401885

(continued)

- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

6.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

END OF CONDITIONS

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago 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 counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



36 | PRELIMINARY TITLE COMMITMENT - TRACT 4

Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- ALWAYS VERIFY wire instructions, specifically the ABA routing number and account number, by calling the party who
 sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use
 phone numbers you have called before or can otherwise verify. Obtain the number of relevant parties to the
 transaction as soon as an escrow account is opened. DO NOT send an email to verify as the email address may
 be incorrect or the email may be intercepted by the fraudster.
- USE COMPLEX EMAIL PASSWORDS that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- USE MULTI-FACTOR AUTHENTICATION for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation: http://www.fbi.gov

WIRESAFE

Internet Crime Complaint Center: http://www.ic3.gov

Page 3

PRELIMINARY TITLE COMMITMENT - TRACT 4 37

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective July 1, 2024

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- biometric data (*e.g.* fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics, and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

<u>Cookies</u>. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

<u>Web Beacons</u>. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

<u>Do Not Track</u>. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

<u>Links to Other Sites</u>. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

38 | PRELIMINARY TITLE COMMITMENT - TRACT 4

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

<u>For California Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<u>https://fnf.com/pages/californiaprivacy.aspx</u>) or call (888) 413-1748.

<u>For Connecticut Residents</u>: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710.

<u>For Colorado Residents</u>: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710.

<u>For Nevada Residents</u>: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: <u>aginquiries@ag.state.nv.us</u>.

PRELIMINARY TITLE COMMITMENT - TRACT 4 | 39

<u>For Oregon Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

<u>For Texas Residents</u>: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

<u>For Utah Residents</u>: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

<u>For Vermont Residents</u>: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

<u>For Virginia Residents</u>: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do <u>not</u> collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal

40 | PRELIMINARY TITLE COMMITMENT - TRACT 4

Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's <u>Privacy Inquiry Website</u> or contact us by phone at (888) 714-2710, by email at <u>privacy@fnf.com</u>, or by mail to:

Fidelity National Financial, Inc. 601 Riverside Avenue, Jacksonville, Florida 32204 Attn: Chief Privacy Officer

PRELIMINARY TITLE COMMITMENT - TRACT 4 | 41

CHICAGO TITLE & TRUST COMPANY

PERSONAL INFORMATION AFFIDAVIT

Escrow No.: 5253-2401885

This affidavit for the confidential use of the Chicago Title and Trust Company will assist in determining whether certain matters of record affect the title under consideration, or whether they relate to other persons whose names are similar to those of the owner or former owners. Please draw a line through alternate statements which do not apply.

			certi	fies,	avows and a	affirmative	ly represents th	nat	
is t	he(Owner, former	of th	_of the premises described in the above order.						
Th			1		has never	heen mar	ried		
The affiant's social security no. is: xxx-xx									
1110	e amant's Date of Difting	5							
			3.		married to				
	e affiant's Place of Birth	is:			said marria	age having	g taken place ir	וand	
(Ci								5	
`	ate)						e was		
	ountry)				See No. 1	Delow			
	Affiant herein further	states that affiant:							
1.	HAS NEVER BEEN A	PARTY TO A DIVORCE P	ROCEEDIN	g of	२				
	Was divorced from				in		in		
								Case No County - State	
	Was divorced from				in	year	in	Case No County - State	
2.	HAS NEVER BEEN KI	NOWN BY ANY OTHER N	AME OR						
	Changed	_name from			in		in		
						year		Case No County - State	
3.		DJUDGED A BANKRUPT (
	Was adjudged a banki	rupt in Case No			in	Voor	in	Caso No. County State	
	And affiant further st					year		Case No County - State	
٩ff	iant is a party to the follo	0	DEE		ANT		F JUDGMENT	AMOUNT	
			DEI	LIND		DATE C	I UODOMENT		
5.	THAT DURING THE OTHER:	LAST TEN (10) YEARS,	AFFIANT	HAS	RESIDED	AT THE	FOLLOWING	ADDRESSES, AND NO	
	FROM (DATE)	TO (DATE)	STF	REET	NO.		CITY	STATE	
δ.	THAT DURING THE ADDRESSES, AND N	LAST TEN (10) YEARS ONE OTHER:	, AFFIANT	HA	S HAD TH	E FOLLO	WING OCCUI	PATIONS AND BUSINE	
	FROM (DATE)	TO (DATE)	000	UPAT	ION	EN	IPLOYER	PLACE OF BUSINESS	
	that the title under proceedings, Federa	hakes this affidavit for th consideration is not aff and State tax liens agair icago Title and Trust Comp	ected by a st persons	ıny j	udgments,	decrees,	bankruptcy,	divorce, change of nar	
	IN WITNESS WHERE	OF, the undersigned have	executed th	is do	cument on t	the date(s)	set forth below	Ν.	
	Sigi	nature							
	Print Name								

Subscribed and sworn to before me this _____ of _____, ____,

Notary Public

42 | PRELIMINARY TITLE COMMITMENT - TRACT 4



STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

Commitment No.: 5253-2401885

Loan No.:

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

- 1. That, except as noted at the end of this paragraph, within the last six (6) months (a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; (b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the building(s) thereon, as fixtures; (c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof; (d) nor have any notices of lien been received, except the following, if any:
- 2. There are no revolving credit mortgages, line of credit mortgages, home equity loan mortgages or other voluntary liens or mortgages affecting title, other than those shown on Schedule B of the Commitment, except the following, if any:
- 3. That all management fees, if any, are fully paid, except the following:
- 4. That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any:
- 5. That there are no unrecorded contracts or options to purchase the land, except the following, if any:
- 6. That there are no unrecorded leases, easements or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any:
- 7. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledges thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.
- 8. That, I/we am/are the purchaser(s) or mortgagor(s) of land improved with a residential dwelling not exceeding four units, and no current survey or mortgagee's inspection report has been furnished to or is available to me/us.

The undersigned makes the above statement for the purpose of inducing Chicago Title Company to issue its owners or loan policy pursuant to the above commitment.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

BY:_

SELLER(S):

Joseph Schumacher

Subscribed and sworn to before me this _____ of

Subscribed and sworn to before me this _____ of

Notary Public

Notary Public

PRELIMINARY TITLE COMMITMENT - TRACT 4 | 43

STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

(continued)

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on ______. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Print Company Name

Signature

Date

By: _____ Print Name

Its:

Print Title