

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE CO.**

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Co., a Minnesota Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

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

- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements; and
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at www.alta.org/arbitration.

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Old Republic National Title Insurance Co.

Transaction Identification Data for reference only:

Issuing Agent: Marshall Land and Title Co., Inc.
Issuing Office: 706 Main St. - P.O. Box 898, Britton, SD 57430
Issuing Office's ALTA ® Registry ID:
Loan ID Number:
Commitment Number: 8788 DAMGAARD UPD
Issuing Office File Number: 8788 DAMGAARD OE
Property Address: , Britton, SD 57430

SCHEDULE A

1. Commitment Date: December 3, 2018 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner Policy (6/17/06)
Proposed Insured: TBD
Proposed Policy Amount: \$ 1,000.00
 - (b) ALTA Loan Policy (6/17/06)
Proposed Insured: TBD
Proposed Policy Amount: \$ 1,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Marshall Damgaard
5. The Land is described as follows:
E1/2SW1/4, SW1/4SW1/4, Section 32; Government Lot 8 Section 31, Township 127 North, Range 56 West of the 5th P.M.;

Marshall Land and Title Co., Inc.

By: Elizabeth A. Aadland
Elizabeth Aadland, Abstracter

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Old Republic National Title Insurance Co.

**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.

**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.
1. Facts which would be disclosed by a comprehensive survey of the premises herein described.
2. Mechanics', Contractors' or Materialmen's lien and lien claims, if any, where no notice thereof appears on record.
3. Rights and claims of parties in possession.
4. Any subsequent taxes and special assessments not yet due and payable.
(2017 Real Estate tax due in 2018 has been paid as follows:

E1/2SW1/4 - parcel #32.56.32.3000 - \$1,100.88.
SW1/4SW1/4 - parcel #32.56.32.3500 - \$375.79;
Lot 8 - parcel #32.56.31.4750 - \$29.90.
5. Easements or claims of easements not shown by the public records.

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SCHEDULE B
(Continued)

6. Rights of the public in all roads, highways and section lines not heretofore vacated.
7. Subject to United States and/or State of South Dakota Patent Reservations.
8. Vested Drainage Right executed by Edward Bremmon, to the Public. (S1/2 - 31)
Dated April 22, 1992 and recorded April 23, 1992 at 2:15 PM in Book FFM, Page(s) 464-465.
9. Vested Drainage Right executed by Harlan A. Damgaard to the Public. (E1/2-32)
Dated March 8, 1989 and recorded March 8, 1989 at 3:20 PM in Book DDM, Page(s) 362-365.
10. Subject to Terms and Conditions of Vested Drainage Right executed by Harlan Damgaard, to the Public. Dominant Estate: E1/2, E1/2NW1/2, E1/2SW1/4, all in 32-127-56; Servient Estate: Sections 31-33 and Section 29, Township 127, Range 56. Man made modifications consist of ditches, as follows:
Ditch #5 - Section 31 - Symens Bros., Amherst, SD
Ditch #6 - Section 33 - Leslie Jensen, lake City, SD (returns to Section 32)
Ditches 1 and 3 - Section 29 - Owned by Harlan Damgaard (as well as Section 32).

Dated March 6, 1989 and recorded March 8, 1989 in Book DDM, Page(s) 362-365.
11. Terms and conditions of South Dakota Codified Laws 43-13-16 through 43-13-19 which govern wind easements in the State of South Dakota.

Memorandum of Land Lease and Wind Easement by and between Adeline A. Damgaard aka Adeline Damgaard, Lessor, and Dakota Wind Energy, LLC, Lessee, for the NE 1/4, SE 1/4, E 1/2NW 1/4, E 1/2SW 1/4, 32-127-56. Initial term is 5 years. Dated September 10, 2008, acknowledged by lessor September 10, 2008, and by lessee October 3, 2008, and recorded October 30, 2008 at 10:00 A.M. in Book RRM, Page(s) 287-290.
12. Location Notice - executed by Harlan Damgaard, notifying the Water Resources Commission of the State of South Dakota and all others concerned exercising his right for construction of a reservoir. Locates reservoir from the NE corner of 32-127-56, 62 rods west and 117 rods south of the corner of said Section. Dated September 29, 1954 and just filed October 1, 1954 at 9:00 A.M.

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