
Policy or Policies issued pursuant to this commitment are underwritten by:

First American Title Insurance Company

SCHEDULE A

Commitment No.: 782828
2540

Revised July 17, 2017 Date Printed: July 17, 2017

1. Effective Date:

June 06, 2017, as to Parcel 1, and

June 14, 2017, as to Parcels 2, 3, 4, 5, 6 and 7. @ 8:00 AM

2. Policy or Policies to be issued:

Policy Amount

(a) ALTA Owners Policy (6-17-06)

\$1,000.00

Proposed Insured:

TBD

Policy or Policies to be issued:

Policy Amount

(b) ALTA Loan Policy (6-17-06)

\$0.00

Proposed Insured:

TBD, its successors and/or assigns as their interests may appear as defined in the Conditions of this policy.

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
Landers Farms, Inc., an Indiana corporation

4. The land referred to in this Commitment, situated in the County of Marion and Morgan, State of Indiana, is described as follows:

(SEE EXHIBIT A LEGAL DESCRIPTION)

THIS COMMITMENT OR FORECLOSURE GUARANTEE COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSURED ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured. 6003 West Ralston Road Indianapolis, Indiana 46113



Issued By: First American Title Insurance Company
For questions regarding this commitment contact;
(317)423-0370 or fax to (317)423-0654
251 E. Ohio Street, Suite 555, Indianapolis, IN 46204

Schedule B – Section I

Commitment No.: 782828

General Requirements

The following requirements must be met:

- a. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- b. Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- c. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- d. Pay us the premiums, fees and charges for the policy.
- e. You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
- f. Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.
- g. You must file a Disclosure of Sales Information form prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording. The filing fee is based on the county and number of tax parcels.
- h. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
- i. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
- j. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmation statement: "I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
The affirmation statement must appear after the point of the Prepared By statement at the conclusion of the document, or be an additional page, if necessary.
- k. By virtue of I.C. 27-7-3.6, the Title Insurance Enforcement Fund Fee (TIEFF) of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with closings occurring on or after July 1, 2006. (When using a Settlement Statement, the fee should be designated in the 1100 series.)

Specific Requirements

The following requirements must be met:

1. Submit to the Company a Resolution by the Board of Directors or Shareholders of Landers Farms, Inc., authorizing the sale and directing the proper officers to execute the deed on behalf of the Corporation.
2. Submit to the Company documentary evidence issued by the appropriate office in its state of domicile that Landers Farms, Inc. is a duly registered legal entity in good standing.
3. The zoning/subdivision ordinance(s) of Morgan County may require a formal platting process for subdividing the land into parcels or lots for development and conveyance. Proper governmental approvals consistent with these ordinances must be completed prior to a deed being accepted for recording and transfer of ownership. We require submission of documents evidencing compliance

with the zoning/subdivision ordinance(s) prior to closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of the same.

End of Schedule B - Section I

Schedule B - Section II

General Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

- a. Rights or claims of parties in possession not shown by the public records.
- b. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- c. Easements, or claims of easements, not shown by the public records.
- d. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
- e. Taxes or special assessments which are not shown as existing liens by the public records.

Specific Exceptions:

1. Effective July 1st, 2009, in accordance with Indiana Code 27-7-3.7, all funds in connection with an escrow transaction we are closing must meet the following requirements:
 - a) Funds from a single party to the transaction in the aggregate amount \$10,000.00 or more must be received in the form of a wire transfer unconditionally and irrevocably credited to our account prior to disbursement. Automated Clearing House (ACH) transactions will not be acceptable.
 - b) Funds from a single party to the transaction in the aggregate amount of less than \$10,000.00 must be received by wire transfer, certified check or cashiers check. Automated Clearing House (ACH) transactions will not be acceptable.
2. Beginning January 1, 2010, the closing agent is required to report to the Indiana Department of Insurance the names and license numbers of certain real estate professionals participating in each residential real estate transaction. The information must be provided to the closing agent on or before the date of closing. See Indiana Code 6-1.1-12-43(e) and 27-7-3-15.5.
3. Real estate taxes assessed for the year 2016 are a lien and are due in two installments payable May 10 and November 10, 2017
Assessed in the name of: Landers Farms, Inc.
Parcel No.: 2001470 / 49-13-24-103-001.000-200, as to Parcel 1 (Auction Tract 1)
Taxing Unit and Code: Decatur / 200
Land: \$167,300.00
Improvements: \$0.00

Homeowner's Exemptions: \$0.00
Mortgage Exemptions: \$0.00
Other Exemptions: \$0.00

May installment of \$1,904.62
Status: Paid
November installment of \$1,904.62
Status: Not Paid

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.
4. Real estate taxes assessed for the year 2016 are a lien and are due in two installments payable May 10 and November 10, 2017

Assessed in the name of: Landers Farms, Inc.
Parcel No.: 055-02-26-200-002-000/ 55-02-26-200-002.000-015, as to Parcel 2 (Part of Auction Tracts 2 and 4)
Taxing Unit and Code: Madison Township / 015
Land: \$73,000.00
Improvements: \$0.00

Homeowner's Exemptions: \$0.00
Mortgage Exemptions: \$0.00
Other Exemptions: \$0.00

May installment of \$344.45
Status: Paid
November installment of \$344.45
Status: Not Paid

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

5. Real estate taxes assessed for the year 2016 are a lien and are due in two installments payable May 10 and November 10, 2017
Assessed in the name of: Landers Farms, Inc.
Parcel No.: 055-02-25-100-001-000 / 55-02-25-100-001.000-015, as to Parcel 3 (Part of Auction Tracts 2, 3 and 4)
Taxing Unit and Code: Madison Township / 015
Land: \$145,400.00
Improvements: \$0.00

Homeowner's Exemptions: \$0.00
Mortgage Exemptions: \$0.00
Other Exemptions: \$0.00

May installment of \$686.08
Status: Paid
November installment of \$686.08
Status: Not Paid

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

6. Real estate taxes assessed for the year 2016 are a lien and are due in two installments payable May 10 and November 10, 2017
Assessed in the name of: Landers Farms, Inc.
Parcel No.: 055-02-25-200-001-000 / 55-02-25-200-001.000-015, as to Parcel 4 (Part of Auction Tracts 2, 3, 5, 6 and 7)
Taxing Unit and Code: Madison Township / 015
Land: \$332,200.00
Improvements: \$72,200.00

Homeowner's Exemptions: \$0.00
Mortgage Exemptions: \$0.00
Other Exemptions: \$0.00

May installment of \$1,908.19
Status: Paid

November installment of \$1,908.19

Status: Not Paid

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

7. Real estate taxes assessed for the year 2016 are a lien and are due in two installments payable May 10 and November 10, 2017
Assessed in the name of: Landers Farms, Inc.
Parcel No.: 055-02-25-400-001-000 / 55-02-25-400-001.000-015, as to Parcel 5 (Part of Auction Tract 5)
Taxing Unit and Code: Madison Township / 015
Land: \$39,900.00
Improvements: \$0.00

Homeowner's Exemptions: \$0.00

Mortgage Exemptions: \$0.00

Other Exemptions: \$0.00

May installment of \$188.27

Status: Paid

November installment of \$188.27

Status: Not Paid

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

8. Real estate taxes assessed for the year 2016 are a lien and are due in two installments payable May 10 and November 10, 2017
Assessed in the name of: Landers Farms, Inc.
Parcel No.: 055-02-26-400-003-000 / 55-02-26-400-003.000-015, as to part of Parcel 6 (Part of Auction Tract 4)
Taxing Unit and Code: Madison Township / 015
Land: \$72,000.00
Improvements: \$0.00

Homeowner's Exemptions: \$0.00

Mortgage Exemptions: \$0.00

Other Exemptions: \$0.00

May installment of \$339.74

Status: Paid

November installment of \$339.74

Status: Paid

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

9. Real estate taxes assessed for the year 2016 are a lien and are due in two installments payable May 10 and November 10, 2017
Assessed in the name of: Landers Farms, Inc.
Parcel No.: 055-02-25-300-001-000 / 55-02-25-300-001.000-015, as to remainder of Parcel 6 (Part of Auction Tracts 4, 5 and 8)

Taxing Unit and Code: Madison Township / 015

Land: \$288,600.00

Improvements: \$167,800.00

Homeowner's Exemptions: \$0.00

Mortgage Exemptions: \$0.00

Other Exemptions: \$0.00

May installment of \$2,153.56

Status: Paid

November installment of \$2,153.56

Status: Paid

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

10. Real estate taxes assessed for the year 2016 are a lien and are due in two installments payable May 10 and November 10, 2017

Assessed in the name of: Landers Farms, Inc.

Parcel No.: 055-02-36-200-001-000 / 55-02-36-200-001.000-015, as to Parcel 7 (Auction Tract 9)

Taxing Unit and Code: Madison Township / 015

Land: \$15,600.00

Improvements: \$0.00

Homeowner's Exemptions: \$0.00

Mortgage Exemptions: \$0.00

Other Exemptions: \$0.00

May installment of \$73.61

Status: Paid

November installment of \$73.61

Status: Not Paid

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

11. Real Estate taxes assessed for the year 2017 are a lien but are not yet due and payable.

12. Grant of Right of Way to Marion County, recorded March 24, 1965, as Instrument Number 65-13312, in the Office of the Recorder of Marion County, Indiana, and the terms and conditions contained therein.

(Affects Parcel 1)

13. Grant of Right of Way to Sinclair Refining Company, recorded June 9, 1944, as Instrument Number 20860, at Book 1145, page 183, in the Office of the Recorder of Marion County, Indiana, and the terms and conditions contained therein.

(Affects Parcel 1)

14. Grant of Right of Way to Sinclair Refining Company, recorded August 9, 1944, at Book 116, page 240, in the Office of the Recorder of Morgan County, Indiana, and the terms and conditions contained therein.

Assignment of Right of Way Easement, recorded October 18, 1994, as Instrument Number 9412641, at Book 369, page 226, in the Office of the Recorder of Morgan County, Indiana, together with the terms, provisions, covenants and conditions as therein contained.

Conveyance of Agreements, recorded October 24, 1995, as Instrument Number 9512903, at Book 136, page 282, in the Office of the Recorder of Morgan County, Indiana, together with the terms, provisions, covenants and conditions as therein contained.

(Affects Parcels 2 and 3)

15. Easement in favor of: Aqua Indiana; Type of easement: sewer; Recorded: August 22, 2008; Instrument No.: 200808919. Subject to the terms and conditions thereof.

(Affects Parcels 6 and 7)

16. Easement in favor of: Consolidated City of Indianapolis, Marion County, Indiana; Type of easement: water main; Recorded: August 22, 2008; Instrument No.: 200808920. Subject to the terms and conditions thereof.

(Affects Parcels 6 and 7)

17. Easement in favor of: Marvin Burdine and Regina Burdine; Type of easement: ingress and egress; Recorded: February 20, 1992; Instrument No.: 9201902, at Book 345, page 96. Subject to the terms and conditions thereof.

(Affects Parcels 6 and 7)

18. Easement in favor of: Garrett Dorsett and Hazel Dorsett; Type of easement: ingress and egress ; Recorded: January 10, 1990; Instrument No.: 9000216, at Book 329, page 187. Subject to the terms and conditions thereof.

(Affects Parcels 6 and 7)

19. Terms, agreements and provisions contained in reservation of easements disclosed in Special (Limited) Warranty Deed, recorded August 22, 2008, as Instrument Number 200808921, in the Office of the Recorder of Morgan County, Indiana, relating to access, water line and sewer easements as created, limited and defined therein, together with the covenants and conditions as therein contained.

(Affects Parcel 7)

20. Rights of lower and upper riparian owners to the free and unobstructed flow of the unnamed Creek.

21. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

22. Mineral or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.

23. Existing unrecorded leases, if any, and rights of parties in possession under such unrecorded leases.

24. Any reference to acreage in the legal description is for description purposes only and is not an assurance of the quantity of land.
25. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility right of way.
26. Right of way for drains, tiles, feeders and laterals.
27. Subject to judgment search versus the Proposed Insured.
28. Any claim that the land described herein may not constitute a lawfully created parcel according to the zoning/subdivision ordinance(s) of Morgan County, as amended and/or modified.

End of Schedule B - Section II

EXHIBIT A
LEGAL DESCRIPTION

File No.: 782828

The land referred to in this Commitment, situated in the County of Marion, State of Indiana, is described as follows:

PARCEL 1: (Auction Tract 1) (Marion)

The West Half of the Southwest Quarter of Section 24, Township 14 North, Range 2 East, Marion County, Indiana, containing 80 acres, more or less.

Property Address: 6003 West Ralston Road, Indianapolis, Indiana
Tax Id. No.: 2001470 / 49-13-24-103-001.000-200

PARCEL 2: (Part of Auction Tracts 2 and 4)

The East Half of the East Half of the Northeast Quarter of Section 26, Township 14 North, Range 2 East, Morgan County, Indiana, containing 40 acres, more or less.

Property Address: North Cox Road, Camby, Indiana
Tax Id. No.: 055-02-26-200-002-000 / 55-02-26-200-002.000-015

PARCEL 3: (Part of Auction Tracts 2, 3 and 4)

The West Half of the Northwest Quarter of Section 25, Township 14 North, Range 2 East, Morgan County, Indiana, containing 80 acres, more or less.

Property Address: North Cox Road, Camby, Indiana
Tax Id. No.: 055-02-25-100-001-000 / 55-02-25-100-001.000-015

PARCEL 4: (Part of Auction Tracts 2, 3, 5, 6 and 7)

The East Half of the Northwest Quarter and part of the Northeast Quarter of Section 25, Township 14 North, Range 2 East of the Second Principal Meridian, Morgan County, Indiana, described as follows:

Beginning at the center of said Section 25, Township 14 North Range 2 East; thence Easterly on the South line of the Northeast Quarter of Section 25, a distance of 1036.2 feet to the centerline of a County Road; thence deflect 66 degrees 52 minutes left and run Northeasterly in the center of said road a distance of 871.3 feet; thence deflect 18 degrees 37 minutes right and run Northeasterly in the center of said road a distance 1126.6 feet; thence deflect 36 degrees 50 minutes left and run Northeasterly in the center of said road a distance of 1024.9 feet to the North line of said Northeast Quarter, which is the line between Morgan County and Marion County; run thence Westerly on the North line of said Northeast Quarter a distance of 2110.0 feet to the North Half mile corner of Section 25; continue thence Westerly on the North line of the East Half of the Northwest Quarter of Section 25, a distance of 1350.7 feet to the Northwest corner of said East Half; run thence Southerly on the West line of said East Half a distance of 2650.7 feet to the South line of said Northwest Quarter; run thence Easterly on the South line of said Northwest Quarter a distance of 1350.7 feet to the place of beginning.

Property Address: North Cox Road, Camby, Indiana
Tax Id. No.: 055-02-25-200-001-000 / 55-02-25-200-001.000-015

PARCEL 5: (Part of Auction Tract 5)

Part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 14 North, Range 2 East, Morgan County, Indiana, described as follows:

Beginning at a point located at the Northwest corner of the Southeast Quarter of said Section 25; thence South 18.65 chains to a point on the center line of the public highway; thence North 72 degrees 30 minutes East along said center line, 8.71 chains; thence North 51 degrees East, one chain; thence North 36 degrees 15 minutes East, 1.84 chains; thence North 22 degrees East, 15.34 chains to a point on the North line of the Southeast Quarter of said Section 25;

thence West along said line 15.70 chains to the place of beginning; containing 21 acres, more or less.

Property Address: North Mann Road, Camby, Indiana
Tax Id. No.: 055-02-25-400-001-000 / 55-02-25-400-001.000-015

PARCEL 6: (Part of Auction Tracts 4, 5 and 8)

The Southwest Quarter of Section 25, Township 14 North, Range 2 East, Morgan County, Indiana, containing 160 acres, more or less.

AND:

The East Half of the East Half of the Southeast Quarter of Section 26, Township 14 North, Range 2 East, Morgan County, Indiana, containing 40 acres, more or less.

EXCEPTING THEREFROM:

A part of the Southwest Quarter of Section 25 and a part of The East Half of the East Half of the Southeast Quarter of Section 26, Township 14 North, Range 2 East, of the Second Principal Meridian, Madison Township, Morgan County, Indiana, described as follows:

BEGINNING at the Southeast corner of said East Half East Half Quarter Section; thence South 89 degrees 20 minutes 53 seconds West (Basis of bearings are State Plane Coordinates, IN East) along the South line of said East Half East Half Quarter Section 627.00 feet; thence North 00 degrees 03 minutes 05 seconds West 2236.00 feet; thence North 79 degrees 08 minutes 47 seconds East 98.51 feet; thence North 43 degrees 22 minutes 51 seconds East 225.95 feet; thence North 73 degrees 09 minutes 39 seconds East 151.25 feet; thence South 72 degrees 01 minutes 24 seconds East 177.28 feet; thence South 45 degrees 04 minutes 09 seconds East 282.79 feet; thence South 82 degrees 42 minutes 56 seconds East 1215.45 feet; thence South 21 degrees 23 minutes 22 seconds East 316.42 feet; thence South 79 degrees 32 minutes 46 seconds East 1248.02 feet to the East line of said Southwest Quarter Section; thence South 00 degrees 19 minutes 10 seconds West 37.84 feet to a point in the approximate centerline of Mann Road; thence the next five (5) courses being along said approximate centerline of Mann Road;

(1) South 72 degrees 21 minutes 30 seconds West 444.15 feet to a point of Curvature of a curve concave Southeasterly with a Radius Point that bears South 17 degrees 38 minutes 30 seconds East 250.00 feet;

(2) Southwesterly along said curve through a Central Angle of 39 degrees 20 minutes 51 seconds, a distance of 171.69 feet to a point of Tangency;

(3) South 33 degrees 00 minutes 39 seconds West 670.48 feet to a point of Curvature of a curve Easterly with a Radius Point that bears South 56 degrees 59 minutes 21 seconds East 250.00 feet;

(4) Southerly along said curve through a Central Angle of 31 degrees 50 minutes 45 seconds, a distance of 138.95 feet to a point of Tangency;

(5) South 01 degrees 11 minutes 41 seconds West 519.72 feet to the South line of said Southwest Quarter Section; thence South 88 degrees 42 minutes 54 seconds West along said South line 1711.58 feet to the Point of Beginning, containing 123.92 acres, more or less.

Property Addresses:
North Cox Road, Camby, Indiana
North Mann Road, Camby, Indiana

Tax Id. No.:
055-02-26-400-003-000 / 55-02-26-400-003.000-015
055-02-25-300-001-000 / 55-02-25-300-001.000-015

PARCEL 7: (Auction Tract 9)

Part of the Northwest Quarter and part of the West Half of the Northeast Quarter of Section 36, Township 14 North, Range 2 East, Morgan County, Indiana, described as follows, to-wit:

Beginning at a point 25.56 chains (1687 feet) North of the Southeast corner of the West Half of the Northeast Quarter of said Section and running thence West 28.39 chains (1873.7 feet); thence South 9.96 chains (657.6 feet); thence West 16.81 chains (1110 feet) to the center of a public highway; thence deflect right 107 degrees 30 minutes and run Northeasterly with the highway for 7.12 chains (470 feet); thence deflect right 12 degrees 30 minutes and continue

Northeasterly with the highway for 15 chains (990 feet); then deflect left 26 degrees 30 minutes and continue Northerly with the highway for 5 chains (330 feet) to the North line of the Section; thence East along the said North line of the section for 35.15 chains (2320 feet) to the Northeast corner of the West Half of the Northeast Quarter of said Section; thence South 14.54 chains (959.6 feet) to the place of beginning, containing 69.0 acres, more or less.

EXCEPTING THEREFROM:

Part of the Northwest Quarter and part of the West Half of the Northeast Quarter of Section 36, Township 14 North, Range 2 East, Morgan County, Indiana, described as follows:

Commencing at the Southeast corner of said West Half, said point being marked by a stone; thence North 00 degrees 38 minutes 54 seconds East (assumed bearing) along the East line of said Half Quarter Section a distance of 1717.54 feet to a five eighths (5/8) inch rebar with aluminum cap stamped "Amer Cons Engr", said point being the Southeast corner of a tract of land described in Deed Book 268, Page 142 in the Office of the Recorder in Morgan County, Indiana, which lies 959.60 feet South of the Northeast corner of West Half (the following 4 courses are along the South and East lines of said tract of land);

(1) thence South 87 degrees 58 minutes 44 seconds West along the South line of said tract of land a distance of 453.92 feet to a five eighths (5/8) inch rebar with aluminum cap stamped "Amer Cons Engr" and the Point of Beginning;

(2) thence continuing South 87 degrees 58 minutes 44 seconds West a distance of 1419.78 feet to a five eighths (5/8) inch rebar with aluminum cap stamped "Amer Cons Engr";

(3) thence South 02 degrees 04 minutes 28 seconds West a distance of 657.40 feet to a stone;

(4) thence South 88 degrees 15 minutes 24 seconds West a distance of 1038.18 feet to a Mag nail set on the centerline of Mann Road (the following 5 courses are along said centerline);

(1) thence North 19 degrees 28 minutes 01 seconds East a distance of 370.98 feet to a point, being marked by a Mag nail, on a tangent curve to the right having a radius of 2000.00 feet, the radius point of which bears South 70 degrees 31 minutes 59 seconds East;

(2) thence Northeasterly along said curve an arc distance of 413.72 feet to a point, being marked by a Mag nail, which lies North 58 degrees 40 minutes 52 seconds West from said radius point;

(3) thence North 31 degrees 19 minutes 08 seconds East a distance of 501.64 feet to a point, being marked by a Mag nail, on a tangent curve to the left, having a radius of 500.00 feet, the radius point of which bears North 58 degrees 40 minutes 52 seconds West;

(4) thence Northerly along said curve an arc distance of 250.58 feet to a point, being marked by a Mag nail, said point lying South 87 degrees 23 minutes 44 seconds East from said radius point;

(5) thence North 02 degrees 36 minutes 16 seconds East a distance of 265.15 feet to a Mag nail on the North line of said Northwest Quarter; thence North 88 degrees 48 minutes 34 seconds East along said line a distance of 965.84 feet to a stone at the Northeast corner of said Northwest Quarter; thence North 88 degrees 15 minutes 15 seconds East along the North line of said West Half of the Northeast Quarter a distance of 880.19 feet to a five eighths (5/8) inch rebar with aluminum cap stamped "Amer Cons Engr"; thence South 00 degrees 38 minutes 54 seconds West parallel with the East line of said West Half a distance of 961.78 feet to the Point of Beginning, containing 57.65 acres, more or less.

Together with non-exclusive easements for access and water line as created, limited and defined in reservations contained in Special (Limited) Warranty Deed, recorded August 22, 2008, as Instrument Number 200808921, in the Office of the Recorder of Morgan County, Indiana.

Property Address: North Mann Road, Camby, Indiana

Tax Id. No.: 055-02-36-200-001-000 / 55-02-36-200-001.000-015

Commitment for Title Insurance

FIRST AMERICAN TITLE INSURANCE COMPANY.

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

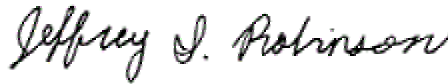
All liability and obligation under this Commitment shall cease and terminate six (6) months after the effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

CONDITIONS:

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim of other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

Issued by: **First American Title Insurance Company**

251 E. Ohio Street, Suite 555

Indianapolis, Indiana 46204

Ph: (317)423-0370 or Fax to: (317)423-0654



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



First American

Prepared for:

Site Strategies Advisory, LLC
54 Monument Circle, Suite 801
Indianapolis , IN 46204
Abbe Hohmann

TBD

Your Reference:

Property Address: 6003 West Ralston Road, Indianapolis, IN 46113

Buyer: TBD

Seller: Landers Farms, Inc.

When making inquiries, please reference File No: 782828

Closing inquiries should be directed to: First American Title Insurance Company, (317)423-0370

We are available to close at any of our convenient branch locations or at a location by request.

		Phone:	Fax:
Downtown	251 East Ohio Street, Suite 200, Indianapolis 46204	317-684-7556	317-684-7550
Avon	10100 East US Highway 36, Suite D, Avon 46123	317-271-5656	317-271-5673
Carmel	11711 N. Meridian Street, Suite 160, Carmel 46032	317-816-9988	317-816-0963
Columbus	1015 Third Street, Suite B, Columbus 47201	812-314-7726	812-314-7745
Commercial	251 E. Ohio Street, Suite 555, Indianapolis 46204	317-423-0370	317-423-0654
Greenfield	1481 Jason Road, Greenfield 46140	317-462-6835	317-462-7144
Greenwood	373 Meridian Parke Lane, Suite D-1, Greenwood 46142	317-881-7200	317-881-7284
North	8365 Keystone Crossing, Suite 102, Indianapolis 46240	317-259-1200	317-259-7425

Email Lender Packages To: in.closingdocs@firstam.com