



First American

Schedule A

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 4035-168426

Transaction Identification Data for reference only:

Issuing Agent: Metropolitan Title of Indiana, LLC

Issuing Office: 9604 Coldwater Road, Suite 105, Fort Wayne, IN 46825

Commitment No.: 4035-168426

Issuing Office File No.: 4035-168426

Property Address: Multiple Tracts, Allen County, IN

Revision:

Printed Date: 09/14/2020

SCHEDULE A

1. Commitment Date: September 04, 2020 8:00 AM
2. Policy to be issued:
 - (A) ALTA Owner's Policy (6-17-06)
Proposed Insured: To Be Determined
Proposed Policy Amount: \$500.00
 - (B) ALTA Loan Policy (6-17-06)
Proposed Insured: TBD - Lender and each successor and/or assign that is a successor in ownership of the Indebtedness, except as provided in Section 12(c) of the Conditions.
Proposed Policy Amount: \$500.00
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:

Devises of Wilmer F. Rohrbach, deceased, an undivided one-half (1/2) interest, and Doane A. Rohrbach and Larry L. Rohrbach, or their Successor, as Trustees of the Julia A. Rohrbach Testamentary Credit Shelter Trust, an undivided one-half (1/2) interest (for Parcels I, II, IV, V and VI);

Devises of Wilmer F. Rohrbach, deceased (for Parcel III);

Devises of Wilmer Rohrbach, deceased (for Parcel VII)

5. The Land is described as follows:

See Schedule C attached hereto and made a part hereof

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Issued By: Metropolitan Title of Indiana, LLC
For questions regarding this commitment contact;
(260)497-9469 or fax to (260)489-0584
9604 Coldwater Road, Suite 105
Fort Wayne, IN 46825

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Form 50004718 (8-23-18)	Page 5 of 18	ALTA Commitment for Title Insurance (8-1-16) Indiana
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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 4035-168426

Commitment No.: 4035-168426

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 interest to the insured, or both, must be properly authorized, executed, acknowledged, proved by a subscribing witness before a notarial officer pursuant to IC 32-21-2-3(a) effective July 1, 2020, and recorded in the Public Records.
5. You must file a Disclosure of Sales Information forms 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.
6. 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.
7. 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).
8. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.
9. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the 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.
10. By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.

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Schedule BI & BII (Cont.)

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11. Note: Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.
12. Note: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
13. 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.

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SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Record but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien, or right to a lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.

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7. Real estate taxes assessed for the year 2019 are due in two installments payable May 10, 2020 and November 10, 2020:

Parcel No.: 02-14-33-400-004.000-046

May Installment of \$662.62 shows paid

November Installment of \$662.62 shows unpaid

Tax Year: Current Year 2019 due 2020

Land:	\$84,200.00
Improvements:	\$0.00
Homeowners Exemption:	\$0.00
Mortgage Exemption:	\$0.00
Supplemental Homestead:	\$0.00
Other Exemption:	\$0.00

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.

Taxes for the year 2020 due in May and November, 2021.

8. Drainage/Ditch Assessment: Parcel No.: 02-14-33-400-004.000-046 (1526500 - Hoffman Flatrock) For the year: 2020; May installment of \$35.00 shows paid; November installment of \$35.00 shows unpaid.
9. Annual assessment for the maintenance of 02-14-33-400-004.000-046 (1531510 - Hoffman #2 Drain), shows none due at this time.
- Note: Subsequent assessments as required.

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10. Real estate taxes assessed for the year 2019 are due in two installments payable May 10, 2020 and November 10, 2020:

Parcel No.: 02-14-33-400-006.000-046
May Installment of \$92.08 shows paid
November Installment of \$92.08 shows unpaid

Tax Year: Current Year 2019 due 2020

Land:	\$11,700.00
Improvements:	\$0.00
Homeowners Exemption:	\$0.00
Mortgage Exemption:	\$0.00
Supplemental Homestead:	\$0.00
Other Exemption:	\$0.00

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.

Taxes for the year 2020 due in May and November, 2021.

11. Annual assessment for the maintenance of 02-14-33-400-006.000-046 (1526500 - Hoffman Flatrock) due May 10, 2020, in the amount of \$8.00 shows paid.
Note: Subsequent assessments as required.
12. Annual assessment for the maintenance of 02-14-33-400-006.000-046 (1531510 - Hoffman #2 Drain), shows none due at this time.
Note: Subsequent assessments as required.

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13. Real estate taxes assessed for the year 2019 are due in two installments payable May 10, 2020 and November 10, 2020:

Parcel No.: 02-18-04-400-001.000-051

May Installment of \$116.82 shows paid

November Installment of \$116.82 shows unpaid

Tax Year: Current Year 2019 due 2020

Land:	\$15,200.00
Improvements:	\$0.00
Homeowners Exemption:	\$0.00
Mortgage Exemption:	\$0.00
Supplemental Homestead:	\$0.00
Other Exemption:	\$0.00

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.

Taxes for the year 2020 due in May and November, 2021.

14. Real estate taxes assessed for the year 2019 are due in two installments payable May 10, 2020 and November 10, 2020:

Parcel No.: 02-18-11-226-001.000-051

May Installment of \$1,313.30 shows paid

November Installment of \$1,313.30 shows unpaid

Tax Year: Current Year 2019 due 2020

Land:	\$91,800.00
Improvements:	\$185,800.00
Homeowners Exemption:	\$45,000.00
Mortgage Exemption:	\$0.00
Supplemental Homestead:	\$54,215.00
Other Exemption:	\$0.00

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.

Taxes for the year 2020 due in May and November, 2021.

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15. Annual assessment for the maintenance of 02-18-11-226-001.000-051 (1811800 - Koehlinger Munch Drain) due May 10, 2020, in the amount of \$21.00 shows paid.

Note: Subsequent assessments as required.

16. Real estate taxes assessed for the year 2019 are due in two installments payable May 10, 2020 and November 10, 2020:

Parcel No.: 02-18-12-101-001.000-051
May Installment of \$208.29 shows paid
November Installment of \$208.29 shows unpaid

Tax Year: Current Year 2019 due 2020

Land: \$27,100.00
Improvements: \$0.00
Homeowners Exemption: \$0.00
Mortgage Exemption: \$0.00
Supplemental Homestead: \$0.00
Other Exemption: \$0.00

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.

Taxes for the year 2020 due in May and November, 2021.

17. Annual assessment for the maintenance of 02-18-12-101-001.000-051 (1811800 - Koehlinger Munch Drain) due May 10, 2020, in the amount of \$24.04 shows paid.

Note: Subsequent assessments as required.

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18. Real estate taxes assessed for the year 2019 are due in two installments payable May 10, 2020 and November 10, 2020:

Parcel No.: 02-19-04-200-001.000-050
May Installment of \$468.68 shows paid
November Installment of \$468.68 shows unpaid

Tax Year: Current Year 2019 due 2020

Land:	\$59,400.00
Improvements:	\$0.00
Homeowners Exemption:	\$0.00
Mortgage Exemption:	\$0.00
Supplemental Homestead:	\$0.00
Other Exemption:	\$0.00

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.

Taxes for the year 2020 due in May and November, 2021.

19. Drainage/Ditch Assessment: Parcel No.: 02-19-04-200-001.000-050 (1526500 - Hoffman Flatrock) For the year: 2020; May installment of \$19.27 shows paid; November installment of \$19.27 shows unpaid.
20. Annual assessment for the maintenance of 02-19-04-200-001.000-050, shows none due at this time.
Note: Subsequent assessments as required.

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21. Real estate taxes assessed for the year 2019 are due in two installments payable May 10, 2020 and November 10, 2020:

Parcel No.: 02-19-06-101-011.000-050
May Installment of \$224.87 shows paid
November Installment of \$224.87 shows unpaid

Tax Year: Current Year 2019 due 2020

Land: \$28,500.00
Improvements: \$0.00
Homeowners Exemption: \$0.00
Mortgage Exemption: \$0.00
Supplemental Homestead: \$0.00
Other Exemption: \$0.00

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.

Taxes for the year 2020 due in May and November, 2021.

22. Annual assessment for the maintenance of 02-19-06-101-011.000-050 (1311810 - Trier Dannenfelsler 2) due May 10, 2020, in the amount of \$18.16 shows paid.

Note: Subsequent assessments as required.

23. We are advised that Wilmer F. Rohrbach, fee simple owner of insured real estate is deceased. An unsupervised estate has been opened in Allen County in Superior Court under Cause No. 02D02-2005-EU-252.

We require that the granting clause of the deed to the grantee include substantially the following language: Doane A. Rohrbach and Larry L. Rohrbach are the Co-Personal Representatives of the Estate of Wilmer F. Rohrbach, deceased. This Estate is pending as Cause Number 02D02-2005-EU-252, in the Superior Court of the County. The Co-Personal Representatives, by virtue of the power given a personal representative under Indiana law, for good and sufficient consideration, convey to TO BE DETERMINED the real estate described in Schedule A hereof.

We reserve the right to add such further exceptions as may be appropriate if the deed will not be executed by Doane A. Rohrbach and Larry L. Rohrbach, as Co-Personal Representatives.

The attorney for the estate is Daniel Paul Neiter.

The date of death was May 13, 2020.

24. It is necessary that a copy of the trust be provided to METROPOLITAN TITLE OF INDIANA, LLC prior to closing, for review.
25. Exception is made to potential Barrett Law Assessments not yet confirmed as of the date of this search. The Barrett Law Office should be contacted for further information at (260) 427-1105.
26. Deed of Easement granted to Indiana & Michigan Electric Company as recorded April 6, 1953 in Deed Record 465, page 175. (Parcel III only)

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27. Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in Document recorded as Document No. 77-023463. (Parcel III only)
28. Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in Document recorded as Document No. 20130209898. (Parcel III only)
29. Terms, conditions and provisions of Dedication of Private Access Agreement dated April 12, 2001, recorded April 23, 2001, in Document No. 201024820. (Parcel III only)
30. Terms, conditions and provisions of Dedication of Private Access Agreement dated April 12, 2001, recorded April 23, 2001, as Document No. 201024821. (Parcel III only)
31. Deed of Easement granted to Indiana & Michigan Electric Company as recorded February 24, 1954 in Deed Record 477, page 235. (Parcels IV and V only)
32. Petition to widen Hoffman Road, recorded May 28, 1965 in Deed Record 654, pages 85-88. (Parcels IV and V only)
33. Petition to widen Hoffman Road, recorded April 7, 1976 as Document No. 76-07426. (Parcels IV and V only)
34. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.
35. 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.
36. Notwithstanding any reference to the acreage or quantity of land described on Schedule C, nothing contained herein insures the quantity of land contained within the boundaries of the land described in Schedule C.
37. Execution of Affidavit of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency by the Parties to the Contemplated Transaction.
38. Documents satisfactory to the Company that convey the Title or create the interest to be insured, or both, must be properly authorized, executed, acknowledged, proved by a subscribing witness before a notarial officer pursuant to IC 32-21-2-3(s) effective July 1, 2020 and recorded in the Public Records.
39. Minerals 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.

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Schedule C

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File No: 4035-168426

Commitment No.: 4035-168426

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

(Parcels I and II)

The south half of the southeast quarter of Section 33, Township 33 North, Range 14 East, containing 80 acres, more or less.

EXCEPTING THEREFROM:

The North 265.1 feet of the East 328.6 feet of the South Half of the Southeast Quarter of Section 33, Township 30 North, Range 14 East, Allen County, Indiana, more particularly described as follows, to-wit:

Beginning at the Northeast corner of said South Half; thence South, on and along the East line of said Southeast Quarter being within the right-of-way of Fackler Road, a distance of 265.1 feet; thence Westerly, by a deflection angle right of 89 degrees 54 minutes 30 seconds and parallel to the North line of said South Half, a distance of 328.6 feet; thence North and parallel to said East line, a distance of 265.1 feet to a point on said North line; thence Easterly, on and along said North line, a distance of 328.6 feet to the point of beginning, containing 2.000 acres of land.

(Parcel III)

ALSO:

A parcel of land situated in the Southeast One-quarter of Section 4, Township 29 North, Range 13, East, Allen County, Indiana and more particularly described as follows:

Commencing at the southwest corner of said Southeast One-quarter; thence North 00 degrees 25 minutes 16 seconds West along the west line of said Southeast One-quarter, a distance of 260.00 feet to a one-half inch diameter steel pin found at the northwest corner of a 0.716 acre parcel described in document number 980044274 and also being the point of beginning. BEGINNING at the above described point; thence continue North 00 degrees 25 minutes 16 seconds West along said west line, a distance of 668.83 feet to a five -eighths inch diameter steel pin found at the southwest corner of a 7.00 acre parcel described in document number 2012072467; thence South 89 degrees 57 minutes 18 seconds East along the south line of said 7.00 acre parcel and south line of a 7.00 acre parcel described in document number 203111987, a distance of 601.92 feet to a MAG nail with 2" diameter disc stamped D&A FIRM NO.0026 set at the northwest corner to a 6.547 acre parcel described in document number 2011060585; thence South 08 degrees 14 minutes 43 seconds East along the west line of said 6.547 acre parcel, a distance of 677.59 feet to a one-half diameter found at the northeast corner of a 1.00 acre parcel described in document number 206005005; thence North 89 degrees 48 minutes 52 seconds West along the north line of said 1.00 acre parcel, north line of a 1.00 acre parcel described in document number 980056779, north line of a 1.43 acre parcel described in document number 90-026113 and north line of said 0.716 acre parcel, a distance of 694.18 feet to the point of beginning, containing 9.96 acres, more or less.

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(Parcels IV and V)

ALSO:

Part of the North half of the Northeast quarter of Section 11 and the Northwest quarter of the Northwest quarter of Section 12, West of the Pennsylvania Railroad Company, all in Township 29 North, Range 13 East, Allen County, Indiana, being more particularly described as follows, to wit:

Beginning at a point on the North line of the East half of the Northwest quarter of the Northeast quarter of Section 11, Township 29 North, Range 13 East, said point being situated 248.7 feet South 88 degrees 44 minutes East of the Northwest corner thereof, said point also being on the centerline of the Hoffman Road, a public thoroughfare in the aforementioned Section, Township and Range; thence continuing South 88 degrees 44 minutes East along the aforementioned North line of the East half of the N.W. 1/4 of the N.E. 1/4 of Section 11, Township 29 North, Range 13 East 1733.0 feet to the Northeast corner of Section 11, Township 29 North, Range 13 East; thence North 88 degrees 58 minutes East along the North line of the Northwest quarter of the Northwest quarter of Section 12, Township 29 North, Range 13 East 689.0 feet to a point on the Westerly right of way line of the Pennsylvania Railroad; thence South 21 degrees 04 minutes East along said line 1402.4 feet to its intersection with the South line of the aforementioned Northwest quarter of the Northwest quarter of Section 12, Township 29 North, Range 13 East; thence South 89 degrees 06 minutes West along said line 1178.0 feet to the Southwest corner thereof; thence North 89 degrees 12 minutes West along the south line of the North half of the Northeast quarter of Section 11, Township 29 North, Range 13 East 1528.1 feet to a point on the centerline of Wayne Trace, a public thoroughfare in the aforementioned Section, Township and Range; thence Northwesterly along said centerline 765.2 feet to its intersection with the centerline of an open ditch; thence North 41 degrees 58 minutes East along said centerline 82.0 feet; thence South 81 degrees 25 minutes East along said centerline 45.0 feet; thence North 0 degrees 30 minutes East 206.2 feet; thence North 88 degrees 44 minutes West 11.0 feet; thence North 0 degrees 30 minutes East 330.0 feet to the point of beginning. Said above described tract of land containing 78.69 acres of land, more or less.

EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS, TO WIT:

Part of the East half of the Northwest quarter of the Northeast quarter of Section 11, Township 29 North, Range 13 East in Allen County, Indiana, described as follows, to wit:

Beginning at a point on the North line of the East half of the Northwest quarter of the Northeast quarter of Section 11, Township 29 North, Range 13 East, said point being situated 248.7 feet South 88 degrees, 44 minutes East of the Northwest corner thereof, said point also being situated on the centerline of the Hoffman Road, a public thoroughfare in the aforementioned Section, Township and Range; thence continuing South 88 degrees 44 minutes East along the said North line of the East half of the Northwest quarter of the Northeast quarter of Section 11, Township 29 North, Range 13 East 120.0 feet; thence South 0 degrees 30 minutes West 200.0 feet; thence North 88 degrees 44 minutes West 109.0 feet; thence South 0 degree: 30 minutes West 130.0 feet; thence North 88 degrees 44 minutes West 11.0 feet; thence North 0 degrees 30 minutes East 330.0 feet to the point of beginning, containing 0.59 acres of land, more or less.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

Part of the Northwest Quarter of the Northwest Quarter of Section 12, Township 29 North, Range 13 East, Allen County, Indiana, more particularly described as follows:

Commencing at a railroad spike found marking the Northwest corner of the Northwest Quarter of Section 12, Township 29 North, Range 13 East, Allen County, Indiana; thence North 88 degrees 58 minutes 00 seconds East (deed bearing and the basis of the bearings in this description) along the North line of the NW 1/4 of Sec. 12-29-13, a distance of 505.00 feet to a railroad spike set at the true point of beginning; thence continuing North 88 degrees 58 minutes 00 seconds East along the North line of the NW 1/4 of Sec. 12-29-13, a distance of 184.00 feet to a railroad spike set at a point on

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the Westerly right-of-way line of Conrail (former Pennsylvania Railroad); thence South 21 degrees 04 minutes 00 seconds East along said railroad right-of-way, a distance of 642.62 feet to a 5/8inch iron pin set; thence South 84 degrees 58 minutes 00 seconds West, a distance of 405.13 feet to a 5/8-inch iron pin set; thence North 01 degrees 02 minutes 00 seconds West, a distance of 632.00 feet to the point of beginning, containing 4.207 acres.

(Parcel VI)
ALSO:

All that part of the Northeast quarter of Section four (4), Township twenty-nine (29) North, Range fourteen (14) East, lying North of the North right-of-way line of the Pennsylvania Railroad Company, except the east fifteen and two hundredths (15.02) acres thereof. being more particularly described as follows, to-wit:

Beginning at the intersection of the centerlines of the Maples Road and the Gerardot Road, said point being the North quarter corner of Section four (4); Township twenty-nine (29) North, Range fourteen (14) East; thence North eighty-nine (89) degrees and thirty-eight (38) minutes East along the centerline of the Maples Road, a distance of two thousand one hundred twenty-eight (2,128.0) feet; thence south zero (0) degrees and ten (10) minutes West, parallel to the East line of Section four (4), above Township and Range, a distance of one thousand three hundred eighty-two and six tenths (1,382.6) feet to the North right-of-way line of the Pennsylvania Railroad Company; thence North sixty-two (62) degrees and thirty-five (35) minutes West, along the above mentioned North railroad right-of-way line, a distance of two thousand four hundred nine and two tenths (2,409.2) feet to the centerline of the Gerardot Road; thence North zero (0) degrees and ten (10) minutes East, along the centerline of the Gerardot Road, a distance of two hundred forty-nine and five tenths (249.5) feet to the point of beginning, containing thirty-nine and eighty-six hundredths (39.86) acres of land, more or less.

EXCEPTING THEREFROM:

Beginning at a point on the North line of the Northeast Quarter of Section 4, Township 29 North, Range 14 East, Allen County, Indiana, said point being 1090.63 feet East of the North Quarter corner of Section 4, Township 29 North, Range 14 East; thence East along the North line of the Northeast 1/4 of Section 4, Township 29 North, Range 14 East a distance of 160.0 feet; thence South with a deflection angle to the right of 90 degrees 00 minutes a distance of 304.0 feet; thence West with a deflection angle to the right of 90 degrees 00 minutes a distance of 160 feet; thence North with a deflection angle to the right of 90 degrees 00 minutes a distance of 304.0 feet to the point of beginning, containing 1.25 acres.

(Parcel VII)
ALSO:

A part of the Northwest Quarter of the fractional Section 6, Township 29 North, Range 14 East, Allen County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the said Northwest Quarter of the fractional Section 6, Township 29 North, Range 14 East, Allen County, Indiana; Thence North 88 degrees 17 minutes 18 seconds East (Bearing from a recorded Deed end used for all subsequent bearings in this description) along the South line of the said Northwest Quarter, said line also being the centerline of a public highway known as Rohrbach Road, a distance of 534.60 feet to the Point of Beginning; Thence North 0 degrees 44 minutes 31 seconds West a distance of 2387.72 feet to e point on North line of the said Northwest Quarter, said point being located South 89 degrees 41 minutes 37 seconds East a distance of 546.60 feet from the Northwest corner of the said Northwest Quarter; Thence South 89 degrees 41 minutes 37 seconds East along the said North line, said line also being the centerline of a public highway known as Maples Road, a distance of 338.33 feet; Thence South 0 degrees 26 minutes 50 seconds East a distance of 2376.04 feet to a point on the said South line; Thence South 88 degrees 17 minutes 18 seconds West along the said South line a distance of 326.10 feet to the Point of Beginning, containing 18.163 Acres of land more or less.

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First American

Commitment

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 4035-168426

COMMITMENT FOR TITLE INSURANCE

**Issued By Metropolitan Title of Indiana, LLC, as issuing Agent for First American Title Insurance Company
NOTICE**

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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, **First American Title Insurance Company**, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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