

Cover page for:

Preliminary Title Insurance Schedules

Preliminary title insurance schedules prepared by:

First American Title Insurance Company

(File Number: NCS-1028112-WA1)

Note 1: Exception #18 in preliminary Sch. B-II describes a deed recorded on January 23, 2007 which contains a reference to an easement and right of way to deposit and spread animal waste on Auction Tracts 1 and 2 for a term of 20 years. (A copy of this deed is included in the following pages.) The beginning and end of the 20-year term is not clear from the 2007 deed.

Note 2: The tract and parcel numbers in the preliminary title insurance schedules do not correspond to the auction tract numbers. For purposes of bidding at the auction, and for purposes of the purchase documents, the auction tracts are identified by the tract numbers used in the auction brochure and Exhibit A in the Bidder Packets. The tract and parcel numbers are cross-referenced in the table below.

Auction Tract Numbers:	Title Company's Parcel Numbers:
1 & 2	Tract 1, Parcel 2
3, 4 & 6	Tract 1, Parcels 1 & 3
5	Tract 2

For October 30, 2020 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Midwest Farms, LLC



First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1028112-WA1

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services

Office Phone: (206)615-3150

Property Address: Multiple APN's, , IN

Revision No.:

Issuing Office: 920 Fifth Avenue, Suite 1200, Seattle, WA 98104

Issuing Office File No.: NCS-1028112-WA1

Escrow Officer/Assistant: Beth Peterson/Jessica Fossum

Phone: (206)615-3260/(206)615-3049

Email:

bethpeterson@firstam.com/JFossum@firstam.com

Title Officer/Assistant: Jen Modjeska/Terri Nugent

Phone: (206)615-3270/(206)615-3041

Email: jmodjeska@firstam.com/tnugent@firstam.com

SCHEDULE A

1. Commitment Date: September 4, 2020 at 7:30 AM
2. Policy to be issued:
 - (a) 2006 ALTA® Owner Policy
Proposed Insured: To Be Determined
Proposed Policy Amount: \$1,000.00
 - (b) 2006 ALTA® Loan Policy
Proposed Insured:None
Proposed Policy Amount: \$0.00
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:

Midwest Farms, LLC, a Washington limited liability company
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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



First American

Schedule BI

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1028112-WA1

Commitment No.: NCS-1028112-WA1

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 amounts for the interest in the Land and/or the mortgage to be insured.
3. Pay us the premiums, fees and charges for the Policy.
4. Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be insured must be signed.
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exception.
6. 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.
7. 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.
8. 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).
9. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.
10. NEW CONSTRUCTION : You must advise us if construction has taken place on the Land within the past ninety (90) days, or constructions is being contemplated or will occur on the property – additional information will be required before waiving or adding construction related coverages.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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



First American

Schedule BI (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1028112-WA1

Commitment No.: NCS-1028112-WA1

SCHEDULE B, PART I (Continued)

Requirements (Continued)

11. 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.
12. 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.
13. **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.
14. **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.
15. You must supply the Company with the written approval from the Office of the County Auditor and from appropriate Planning/Zoning Department when the transaction being insured will create a split/change of the current tax parcel legal description. The approval must state if prior to the deed being accepted for recording and for transfer of tax ownership whether or not any other action must be completed to the satisfaction of the governmental entity. The Company reserves the right to make further requirements and/or exceptions based on examination of the same.
16. Submit to the Company documentary evidence issued by the appropriate office in its state of domicile that Midwest Farms, LLC is a duly registered legal entity in good standing.
17. Submit to the Company the Operating Agreement, including any amendments thereto, of Midwest Farms, LLC, and the Certificate from the appropriate office in its state of domicile evidencing proper filing of the Articles of Organization.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.

18. If the Articles of Organization do not appoint a Manager, we require a resolution signed by all members approving the execution of the Limited Liability Company Warranty Deed and appointing an individual to sign the Limited Liability Company Warranty Deed.
19. 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.
20. Prior to closing, the Company must confirm whether the county recording office in which the Land is located has changed its access policies due to the COVID-19 outbreak. If recording has been restricted, specific underwriting approval is required; and, additional requirements or exceptions may be made.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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



First American

Schedule BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1028112-WA1

Commitment No.: NCS-1028112-WA1

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:

Part One:

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 Records 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, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. 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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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



First American

Schedule BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1028112-WA1

Commitment No.: NCS-1028112-WA1

SCHEDULE B, PART II (Continued)

Exceptions (Continued)

Part Two:

1. Real estate taxes assessed for the year 2019 are a lien and are due in two installments payable May 11 and November 10, 2020 :

Assessed in the name of: Midwest Farms LLC

Parcel No.: 003-02-006-004 / State ID #: 09-04-06-400-004.000-003

Taxing Unit and Code: Boone

Land: \$95,700.00

Improvements: \$0.0

Exemptions: \$0.0

First installment of: \$874.72 Paid

Second installment of: \$874.72 Paid

a. 2020 Indian Creek (121) Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$68.00, Paid. 2nd installment in the amount of \$68.00, Paid.

(Affects a portion of Tract 1, Parcel 1)

2. Real estate taxes assessed for the year 2019 are a lien and are due in two installments payable May 11 and November 10, 2020 :

Assessed in the name of: Midwest Farms LLC

Parcel No.: 003-02-006-006 / State ID #: 09-04-06-200-006.000-003

Taxing Unit and Code: Boone

Land: \$66,300.00

Improvements: \$0.0

Exemptions: \$0.0

First installment of: \$605.99 Paid

Second installment of: \$605.99 Paid

a. 2020 Indian Creek (121) Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$50.15, Paid. 2nd installment in the amount of \$50.15, Paid.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

(Affects a portion of Tract 1, Parcel 1)

3. Real estate taxes assessed for the year 2019 are a lien and are due in two installments payable May 11 and November 10, 2020 :

Assessed in the name of: Midwest Farms LLC
Parcel No.: 003-02-006-009 / State ID #: 09-04-06-200-009.000-003
Taxing Unit and Code: Boone
Land: \$43,400.00
Improvements: \$27,800.00
Exemptions: \$0.0
First installment of: \$650.78 Paid
Second installment of: \$650.78 Paid

a. 2020 Indian Creek (121) Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$33.15, Paid. 2nd installment in the amount of \$33.15, Paid.

(Affects a portion of Tract 1, Parcel 1)

4. Real estate taxes assessed for the year 2019 are a lien and are due in two installments payable May 11 and November 10, 2020 :

Assessed in the name of: Midwest Farms LLC
Parcel No.: 003-02-006-008 / State ID #: 09-04-06-300-008.000-003
Taxing Unit and Code: Boone
Land: \$30,700.00
Improvements: \$0.0
Exemptions: \$0.0
First installment of: \$280.60 Paid
Second installment of: \$280.60 Paid

a. 2020 Indian Creek (121) Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$50.15, Paid. 2nd installment in the amount of \$50.15, Paid.

(Affects a portion of Tract 1, Parcel 1)

5. Real estate taxes assessed for the year 2019 are a lien and are due in two installments payable May 11 and November 10, 2020 :

Assessed in the name of: Midwest Farms LLC
Parcel No.: 003-02-006-011 / State ID #: 09-04-06-100-007.001-003
Taxing Unit and Code: Boone
Land: \$4,000.00
Improvements: \$58,400.00
Exemptions: \$0.0
First installment of: \$570.34 Paid
Second installment of: \$570.34 Paid

a. 2020 Indian Creek (121) Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$3.81, Paid. 2nd installment in the amount of \$3.81, Paid.

(Affects a portion of Tract 1, Parcel 1)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

6. Real estate taxes assessed for the year 2019 are a lien and are due in two installments payable May 11 and November 10, 2020 :

Assessed in the name of: Midwest Farms LLC
Parcel No.: 003-02-006-012 / State ID #: 09-04-06-100-005.001-003
Taxing Unit and Code: Boone
Land: \$39,400.00
Improvements: \$0.0
Exemptions: \$0.0
First installment of: \$360.12 Paid
Second installment of: \$360.12 Paid

a. 2020 Indian Creek (121) Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$25.30, Paid. 2nd installment in the amount of \$25.30, Paid.

(Affects remainder of Tract 1, Parcel 1)

7. Real estate taxes assessed for the year 2019 are a lien and are due in two installments payable May 11 and November 10, 2020 :

Assessed in the name of: Midwest Farms LLC
Parcel No.: 003-02-017-011 / State ID #: 09-04-17-500-011.000-003
Taxing Unit and Code: Boone
Land: \$81,800.00
Improvements: \$0.0
Exemptions: \$0.0
First installment of: \$747.66 Paid
Second installment of: \$747.66 Paid

a. 2020 Indian Creek (121) Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$27.88, Paid. 2nd installment in the amount of \$27.88, Paid.

b. 2020 Conn Blackburn Open (62) Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$27.88, Paid. 2nd installment in the amount of \$27.88, Paid.

c. 2020 Hancock-Oswalt (88) Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$20.67, Paid. 2nd installment in the amount of \$20.67, Paid.

(Affects a portion of Tract 1, Parcel 2)

8. Real estate taxes assessed for the year 2019 are a lien and are due in two installments payable May 11 and November 10, 2020 :

Assessed in the name of: Midwest Farms LLC
Parcel No.: 003-02-008-005 / State ID #: 09-04-08-700-005.000-003
Taxing Unit and Code: Boone
Land: \$474,300.00
Improvements: \$0.0
Exemptions: \$0.0
First installment of: \$4,335.18 Paid
Second installment of: \$4,335.18 Paid

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

a. 2020 Indian Creek (121) Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$147.72, Paid. 2nd installment in the amount of \$147.72, Paid.

b. 2020 Conn Blackburn Open (62) Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$147.72, Paid. 2nd installment in the amount of \$147.72, Paid.

c. 2020 Hancock-Oswalt (88) Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$406.19, Paid. 2nd installment in the amount of \$406.19, Paid.

(Affects remainder of Tract 1, Parcel 2)

9. Real estate taxes assessed for the year 2019 are a lien and are due in two installments payable May 11 and November 10, 2020 :

Assessed in the name of: Midwest Farms LLC
Parcel No.: 003-02-006-005 / State ID #: 09-04-06-100-005.000-003
Taxing Unit and Code: Boone
Land: \$68,000.00
Improvements: \$0.0
Exemptions: \$0.0
First installment of: \$621.53 Paid
Second installment of: \$621.53 Paid

a. 2020 Indian Creek (121) Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$42.70, Paid. 2nd installment in the amount of \$42.70, Paid.

(Affects a portion of Tract 1, Parcel 3)

10. Real estate taxes assessed for the year 2019 are a lien and are due in two installments payable May 11 and November 10, 2020 :

Assessed in the name of: Midwest Farms LLC
Parcel No.: 003-02-006-013 / State ID #: 09-04-06-100-007.002-003
Taxing Unit and Code: Boone
Land: \$50,400.00
Improvements: \$0.0
Exemptions: \$0.0
First installment of: \$460.66 Paid
Second installment of: \$460.66 Paid

a. 2020 Indian Creek (121) Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$35.05, Paid. 2nd installment in the amount of \$35.05, Paid.

(Affects remainder of Tract 1, Parcel 3)

11. Real estate taxes assessed for the year 2019 are a lien and are due in two installments payable May 11 and November 10, 2020 :

Assessed in the name of: Midwest Farms LLC
Parcel No.: 002-08460-00 / State ID #: 91-82-01-000-000.500-003
Taxing Unit and Code: Cass Pioneer
Land: \$117,000.00
Improvements: \$0.0

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

Exemptions: \$0.0
First installment of: \$827.66 Paid
Second installment of: \$827.66 Paid

a. 2020 622-E.F. Fry Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$35.50, Paid. 2nd installment in the amount of \$35.50, Paid.

b. 2020 736-Indian Creek Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$81.69, Paid. 2nd installment in the amount of \$81.69, Paid.

(Affects a portion of Tract 2)

12. Real estate taxes assessed for the year 2019 are a lien and are due in two installments payable May 11 and November 10, 2020 :

Assessed in the name of: Midwest Farms LLC
Parcel No.: 002-08470-00 / State ID #: 91-82-01-000-000.600-003
Taxing Unit and Code: Cass Pioneer
Land: \$141,700.00
Improvements: \$0.0
Exemptions: \$0.0
First installment of: \$1,002.38 Paid
Second installment of: \$1,002.38 Paid

a. 2020 622-E.F. Fry Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$18.00, Paid. 2nd installment in the amount of \$18.00, Paid.

b. 2020 736-Indian Creek Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$111.95, Paid. 2nd installment in the amount of \$111.95, Paid.

(Affects remainder of Tract 2)

13. Real Estate Taxes for the year(s) 2020, (payable 2021) are a lien but not yet due and payable.
14. 75 foot right of entry; setback and use restrictions; possible assessments for maintenance and/or reconstruction, and all rights of others entitled to the continued uninterrupted flow of water through the Indian Creek, a legal drain established in accordance with I.C. 36-9-27-33.

(Affects Tracts 1 and 2)

15. 75 foot right of entry; setback and use restrictions; possible assessments for maintenance and/or reconstruction, and all rights of others entitled to the continued uninterrupted flow of water through the Conn Blackburn Open, a legal drain established in accordance with I.C. 36-9-27-33.

(Affects Tract 1)

16. 75 foot right of entry; setback and use restrictions; possible assessments for maintenance and/or reconstruction, and all rights of others entitled to the continued uninterrupted flow of water through the Hancock-Oswalt, a legal drain established in accordance with I.C. 36-9-27-33.

(Affects Tract 1)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

17. 75 foot right of entry; setback and use restrictions; possible assessments for maintenance and/or reconstruction, and all rights of others entitled to the continued uninterrupted flow of water through the E.F. Fry, a legal drain established in accordance with I.C. 36-9-27-33.

(Affects Tract 2)

18. Easement for ingress and egress and right of way to deposit and spread animal waste as contained in Warranty Deed from Michael T. Schuler to Midwest Farms, LLC, recorded January 23, 2007 as Instrument 200700000444.

(Affects Tract 1, Parcel 2)

19. Rights of the Public, the State of Indiana and the Municipality in and to that part of the land, if any, taken and used for road purposes, including utility rights of way.
20. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
21. Existing unrecorded leases, if any, and rights of all parties claiming thereunder.
22. The acreage stated in the legal description of the land is for description purposes only. The quantity of the land is not insured.

End of Schedule B

JM

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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



First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: NCS-1028112-WA1

File No.: NCS-1028112-WA1

The Land referred to herein below is situated in the County of Cass, State of Indiana, and is described as follows:

Tract 1:

Parcel 1:

That portion of land situate being the north half of fractional Section number 6 and the north half of the south half of fractional Section number 6 in Township 28 North, Range 1 West of the Second Principal Meridian, in Cass County, Indiana, being more particularly described as follows:

Considering the south line of the Southeast quarter of Section number 31, Township 29 North, Range 1 West, as bearing South 88 degrees 51 '18" East with all other bearings herein contained relative thereto; Commencing at the northeast corner of said Section number 6, South 00 degrees 08'41" West 1.10 feet from a stone found; thence on the east line of said Northeast quarter, South 00 degrees 08'41" West 2000.00 feet to set rebar at the PLACE OF BEGINNING; thence continuing on said east line, South 00 degrees 08'41" West 291.73 feet to a found railroad spike at the southeast corner of the fractional northeast quarter of said Section number 6; thence on the east line of the southeast quarter of said Section number 6, South 00 degrees 08'33" West 1320.03 feet to a set rebar of the southeast corner of the north half of said southeast quarter; thence on the south line of the north half of said southeast quarter, North 87 degrees 19'07" West 4601.87 feet to a set rebar of the southwest corner of the north half of the fractional southwest quarter of said Section number 6; thence on the west line of the fractional southwest quarter of said Section number 6, North 00 degrees 47'53" West 1326.85 feet to a found wood corner post at the northwest corner of said fractional southwest quarter; thence on the west line of the fractional northwest quarter of said Section number 6, North 00 degrees 04' 12" West 2161.14 feet to the South line of the Southwest quarter of said Section number 31; thence on said south quarter Section line, South 88 degrees 53'09" East 2004.74 feet to a found railroad spike at the southwest corner of the southeast quarter of said Section number 31; thence on the south line of the southeast quarter of said Section number 31, South 88 degrees 51'18" East 217.43 feet to a set mag nail; thence South 00 degrees 08'41" West 1680.13 feet to a set rebar; thence South 88 degrees 51 '18" East 737.40 feet to a set rebar; thence South 00 degrees 08'41" West 319.87 feet to a set rebar, thence South 88 degrees 51'18" East 1668.37 to PLACE OF BEGINNING. Containing 271.24 acres.

Parcel 2:

The South 1/2 of Section 8, Township 28 North, Range 1 West, Boone Township, Cass County, Indiana, containing 320 acres more or less.

ALSO

All that part of Section 17, Township 28 North, Range 1 West, lying North of the Middle of Little Indiana Creek, Boone Township, Cass County, Indiana, containing 97 acres, more or less,

EXCEPTING THEREFROM

A fractional part of the South 1/2 of Section 8, Township 28 North, Range 1 West and also all that part of Section 17, Township 28 North, Range 1 West, lying North of the Middle of Little Indian Creek, Boone Township, Cass County, Indiana, more fully described as follows, to-wit:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

Commencing at a R.R. Spike found marking the Southeast Corner of Section 8, said spike also marking the Northeast Corner of Section 17 said spike tying in the intersection of County Roads 800 North and 900 West; thence North 62 degrees 31 minutes 38 seconds West 1453.40 feet; thence North 90 degrees 00 minutes 00 seconds West, 501.40 feet to the Place of Beginning; thence North 90 degrees 00 minutes 00 seconds West, 448.60 feet; thence South 00 degrees 00 minutes 00 seconds West, 1457.85 feet to the middle of Little Indian Creek; thence North 89 degrees 44 minutes 52 seconds East, 448.60 feet along said middle of said Creek; thence North 00 degrees 00 minutes 00 seconds East, 1455.88 feet to the Place of Beginning, containing 15.003 acres, more or less (8.098 acres in Section 17 and 6.905 acres in Section 8).

Together with a 30 foot wide easement for ingress and egress, said easement lying 15 feet on each side of the following described centerline:

Commencing at a R.R. Spike found marking the Southeast Corner of Section 8, said spike also marking the Northeast Corner of Section 17, said spike lying in the intersection Of County Roads 800 North and 900 West; thence South 00 degrees 04 minutes 04 seconds East 16.92 feet to the centerline of said Easement, being the Place of Beginning; thence North 62 degrees 31 minutes 38 seconds West, 1457.55 feet along said centerline of said Easement; thence North 90 degrees 00 minutes 00 seconds West, 497.73 feet along said centerline of said Easement the termination of said easement. Which said real estate is described as "TRACT NUMBERED TWO (2)" in the Plat of Land Title Survey prepared by Thomas L. Newport, Registered Land Surveyor, Indiana Registration No. S0123, dated June 4, 1992, a copy of which said Survey is recorded in the Office of the Recorder of Cass County, Indiana on October 29, 1992 in Record Number 131 , Page 182.

Also an easement and right of way to deposit and spread animal waste produced by Grantee's hog raising facilities to be constructed upon real property acquired from Grantor's for a term of 20 years upon, over and across the following described real estate located in Cass County, Indiana:

The South 1/2 of Section 8, Township 28 North, Range 1 West, and all that part of Section 17, Township 28 North, Range 1 West, lying North of the Middle of Little Indian Creek, excepting therefrom said real property hereby conveyed.

ALSO EXCEPTING THEREFROM

A fractional part of the South 1/2 of Section 8. Township 28 North, Range 1 West, and also that part of Section 17, Township 28 North, Range 1 West, lying North of the middle of Little Indiana Creek, Boone Township, Cass County, Indiana, more fully described as follows, to-wit:

Beginning at a R.R. Spike found marking the Southeast corner of Section 8, said spike also marking the Northeast Corner of Section, said spike lying in the intersection of County Road 800 North and 900 West; thence South 00 degrees 04 minutes 04 seconds East 777.50 feet along the East line of Section 17 and along said County Road 900 West to the middle of Little Indian Creek; thence South 89 degrees 44 minutes 52 seconds West, 1791.84 feet along said middle of said Creek; thence North 00 degrees 00 minutes 00 seconds East, 1455.88 feet; thence South 90 degrees 00 minutes 00 seconds East 501.40 feet; thence South 52 degrees 31 minutes 38 seconds East, 1453.40 feet to the Place of Beginning, containing 49.778 acres more or less (32.136 acres in Section 17 and 17.642 acres in Section 8).

Together with a 30 foot wide easement for ingress and egress, said easement tying 15 feet on each side of the following described centerline:

Commencing at a R.R. Spike found marking the Southeast Corner of Section 8, said spike also marking the Northeast Corner of Section 17, said spike lying in the intersection of County Roads 800 North and 900 West; thence South 00 degrees 04 minutes 04 seconds East 16.92 feet to the centerline of said Easement, being the Place of Beginning; thence North 62 degrees 31 minutes 38 seconds West, 1457.55 feet along said centerline of said Easement; thence North 90 degrees 00 minutes 00 seconds West, 497.73 feet along said centerline of said Easement the termination of said easement which said real estate is described as "TRACT NUMBERED ONE(1)" in the Plat of Land Title Survey prepared by Thomas L. Newport, Registered Land Surveyor, Indiana Registration No. S0123, dated June 4, 1992, a copy of which said Survey is recorded in the Office of the Recorder Of Cass County, Indiana, on October 29, 1992 in Record Number 131, Page 182.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

Also an easement and right of way to deposit and spread animal waste produced by Grantee's hog raising facilities to be constructed upon real property acquired from Grantor's for a term of 20 years upon, over and across the following described real estate located in Cass County, Indiana:

The South 1/2 of Section 8, Township 28 North, Range 1 West, and all that part of Section 17. Township 28 North, Range 1 West, lying North of the middle of Little Indian Creek, excepting therefrom said real property hereby conveyed.

Parcel 3:

That portion of land situate in the fractional North Half of Section 6, Township 28 North, Range 1 West of the Second Principal Meridian, in Cass County, Indiana being described as follows:

Considering the South line of the Southeast Quarter of Section 31, Township 29 North, Range 1 West as bearing South 88 degrees 51' 18" East with all other bearings herein contained relative thereto; Beginning at the Northeast corner of said Section 6, South 00 degrees 08' 41" West 1.10 feet from a stone found; thence on the East line of the Northeast Quarter of said Section 6, South 00 degrees 08' 41" West 2000.00 feet to a set rebar on the South line of a 105.03 acre tract of land described in Instrument #201200000398; thence on said South line, North 88 degrees 51' 18" West 1668.37 feet to a set rebar, thence continuing on said South line, North 00 degrees 08' 41" East 319.87 feet to a set rebar; thence continuing on said South line, North 88 degrees 51' 18" West 737.40 feet to a set rebar on the West line of said Instrument #201200000398; thence on said West line, North 00 degrees 08' 41" East 835.13 feet to a set rebar; thence leaving said West line, South 88 degrees 51' 18" East 530.00 feet to a set rebar; thence North 00 degrees 08' 41" East 845.00 feet to a found mag nail on the North line of the Northeast Quarter of said Section 6; thence on said North line, South 88 degrees 51' 18" East 1875.77 feet to the PLACE OF BEGINNING. Containing 94.75 acres

Tract 2:

The North half of fractional Section number 1 in Township 28 North, Range 2 West of the Second Principal Meridian in White County, Indiana, except the West 41 acres thereof.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

20070000444
Filed for Record in
CASS COUNTY, INDIANA
KATHY ADAIR
01-23-2007 At 03:01 PM.
DEED 22.00
Instrument PG 1 OF 4
20070000444

WARRANTY DEED

THIS INDENTURE WITNESSETH, That **Michael T. Schuler** ("Grantor"), CONVEYS and WARRANTS to **Midwest Farms, LLC**, a Washington limited liability company ("Grantee"), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, certain real estate located in Cass County, Indiana, as more specifically described as follows:

See Exhibit A attached hereto.

(the "Real Estate").

This conveyance is subject to (i) all legal highways, rights-of-way, agreements, easements, covenants, conditions, encumbrances and restrictions of record; (ii) real estate taxes and assessments not yet due and payable; and (iii) any set of facts which would be disclosed by an accurate survey.

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed this 4th day of January, 2007.

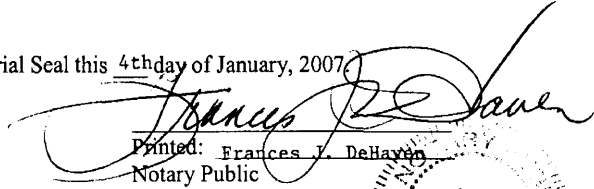
Michael T. Schuler
Michael T. Schuler

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER
January 23 2007
Nancy Conner
AUDITOR CASS COUNTY

STATE OF INDIANA)
) SS:
COUNTY OF CASS)

Before me, a Notary Public in and for the State of Indiana, personally appeared Michael T. Schuler, who acknowledged the execution of the foregoing Warranty Deed as his free and voluntary act and deed.

WITNESS my hand and Notarial Seal this 4th day of January, 2007.


Printed: Frances L. DeHayes
Notary Public



My Commission Expires:
August 15, 2008

My County of Residence:
Cass

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Gary L. Chapman

This instrument was prepared by: Gary L. Chapman, Attorney at Law, Bose McKinney & Evans, LLP, 135 N. Pennsylvania Street, Suite 2700, Indianapolis, Indiana 46204

Send tax bills to: Midwest Farms, LLC c/o F. Howard Halderman, P.O. Box 297, Wabash, IN 46922

832728

The South 1/2 of Section 8, Township 28 North, Range 1 West, Boone Township, Cass County, Indiana, containing 320 acres more or less.

ALSO

All that part of Section 17, Township 28 North, Range 1 West, lying North of the Middle of Little Indiana Creek, Boone Township, Cass County, Indiana, containing 97 acres, more or less.

EXCEPTING THEREFROM

A fractional part of the South 1/2 of Section 8, township 28 North, Range 1 West and also all that part of Section 17, Township 28 North, Range 1 West, lying North of the Middle of Little Indian Creek, Boone Township, Cass County, Indiana, more fully described as follows, to-wit:

Commencing at a R.R. Spike found marking the Southeast Corner of Section 8, said spike also marking the Northeast Corner of Section 17 said spike lying in the intersection of County Roads 800 North and 900 West; thence North 62 degrees 31 minutes 38 seconds West 1453.40 feet; thence North 90 degrees 00 minutes 00 seconds West, 501.40 feet to the Place of Beginning; thence North 90 degrees 00 minutes 00 seconds West, 448.60 feet; thence South 00 degrees 00 minutes 00 seconds West, 1457.85 feet to the middle of Little Indian Creek; thence North 89 degrees 44 minutes 52 seconds East, 448.60 feet along said middle of said Creek; thence North 00 degrees 00 minutes 00 seconds East, 1455.88 feet to the Place of Beginning, containing 15.003 acres, more or less (8.098 acres in Section 17 and 6.905 acres in Section 8).

Together with a 30 foot wide easement for ingress and egress, said easement lying 15 feet on each side of the following described centerline:

Commencing at a R.R. Spike found marking the Southeast Corner of Section 8, said spike also marking the Northeast Corner of Section 17, said spike lying in the intersection of County Roads 800 North and 900 West; thence South 00 degrees 04 minutes 04 seconds East 16.92 feet to the centerline of said Easement, being the Place of Beginning; thence North 62 degrees 31 minutes 38 seconds West, 1457.55 feet along said centerline of said Easement; thence North 90 degrees 00 minutes 00 seconds West, 497.73 feet along said centerline of said Easement the termination of said easement. Which said real estate is described as "TRACT NUMBERED TWO (2)" in the Plat of Land Title Survey prepared by Thomas L. Newport, Registered Land Surveyor, Indiana Registration No. S0123, dated June 4, 1992, a copy of which said Survey is recorded in the Office of the Recorder of Cass County, Indiana on October 29, 1992 in Record Number 131, Page 182.

Also an easement and right of way to deposit and spread animal waste produced by Grantee's hog raising facilities to be constructed upon real property acquired from Grantor's for a term of 20 years upon, over and across the following described real estate located in Cass County, Indiana:

The South 1/2 of Section 8, Township 28 North, Range 1 West, and all that part of Section 17, Township 28 North, Range 1 West, lying North of the Middle of Little Indian Creek, excepting therefrom said real property hereby conveyed.

ALSO EXCEPTING THEREFROM

A fractional part of the South 1/2 of Section 8, Township 28 North, Range 1 West, and also that part of Section 17, Township 28 North, Range 1 West, lying North of the middle of Little Indiana Creek, Boone Township, Cass County, Indiana, more fully described as follows, to-wit:

Beginning at a R.R. Spike found marking the Southeast corner of Section 8, said spike also marking the Northeast Corner of Section, said spike lying in the intersection of County Road 800 North and 900 West; thence South 00 degrees 04 minutes 04 seconds East 777.50 feet along the East line of Section 17 and along said County Road 900 West to the middle of Little Indian Creek; thence South 89 degrees 44 minutes 52 seconds West, 1791.84 feet along said middle of said Creek; thence North 00 degrees 00 minutes 00 seconds East, 1455.88 feet; thence South 90 degrees 00 minutes 00 seconds East 501.40 feet; thence South 62 degrees 31 minutes 38 seconds East, 1453.40 feet to the Place of Beginning, containing 49.778 acres more or less (32.136 acres in Section 17 and 17.642 acres in Section 8).

Together with a 30 foot wide easement for ingress and egress, said easement lying 15 feet on each side of the following described centerline:

Commencing at a R.R. Spike found marking the Southeast Corner of Section 8, said spike also marking the Northeast Corner of Section 17, said spike lying in the intersection of County Roads 800 North and 900 West; thence South 00 degrees 04 minutes 04 seconds East 16.92 feet to the centerline of said Easement, being the Place of Beginning; thence North 62 degrees 31 minutes 38 seconds West, 1457.55 feet along said centerline of said Easement; thence North 90 degrees 00 minutes 00 seconds West, 497.73 feet along said centerline of said Easement the termination of said easement which said real estate is described as "TRACT NUMBERED ONE(1)" in the Plat of Land Title Survey prepared by Thomas L. Newport, Registered Land Surveyor, Indiana Registration No. S0123, dated June 4, 1992, a copy of which said Survey is recorded in the Office of the Recorder of Cass County, Indiana, on October 29, 1992 in Record Number 131, Page 182.

Also an easement and right of way to deposit and spread animal waste produced by Grantee's hog raising facilities to be constructed upon real property acquired from Grantor's for a term of 20 years upon, over and across the following described real estate located in Cass County, Indiana:

The South 1/2 of Section 8, Township 28 North, Range 1 West, and all that part of Section 17, Township 28 North, Range 1 West, lying North of the middle of Little Indian Creek, excepting therefrom said real property hereby conveyed.