

INDIANA FARMLAND

SOUTH BEND, IN
ST. JOSEPH CO.

AUCTION

HIGHLY PRODUCTIVE SOILS
STATE OF THE ART GRAIN SYSTEM
EXCELLENT LOCATION ON U.S. 31
RECREATIONAL/HUNTING TRACT
NEAR LAKEVILLE, IN

525[±]
ACRES
IN 8 TRACTS



INFORMATION BOOKLET



SCHRADER

Real Estate & Auction Co., Inc.

800.451.2709

SchraderAuction.com

WEDNESDAY, JULY 23 • 1PM

Held at the Hoosier Tire Corporate Headquarters - Lakeville, IN

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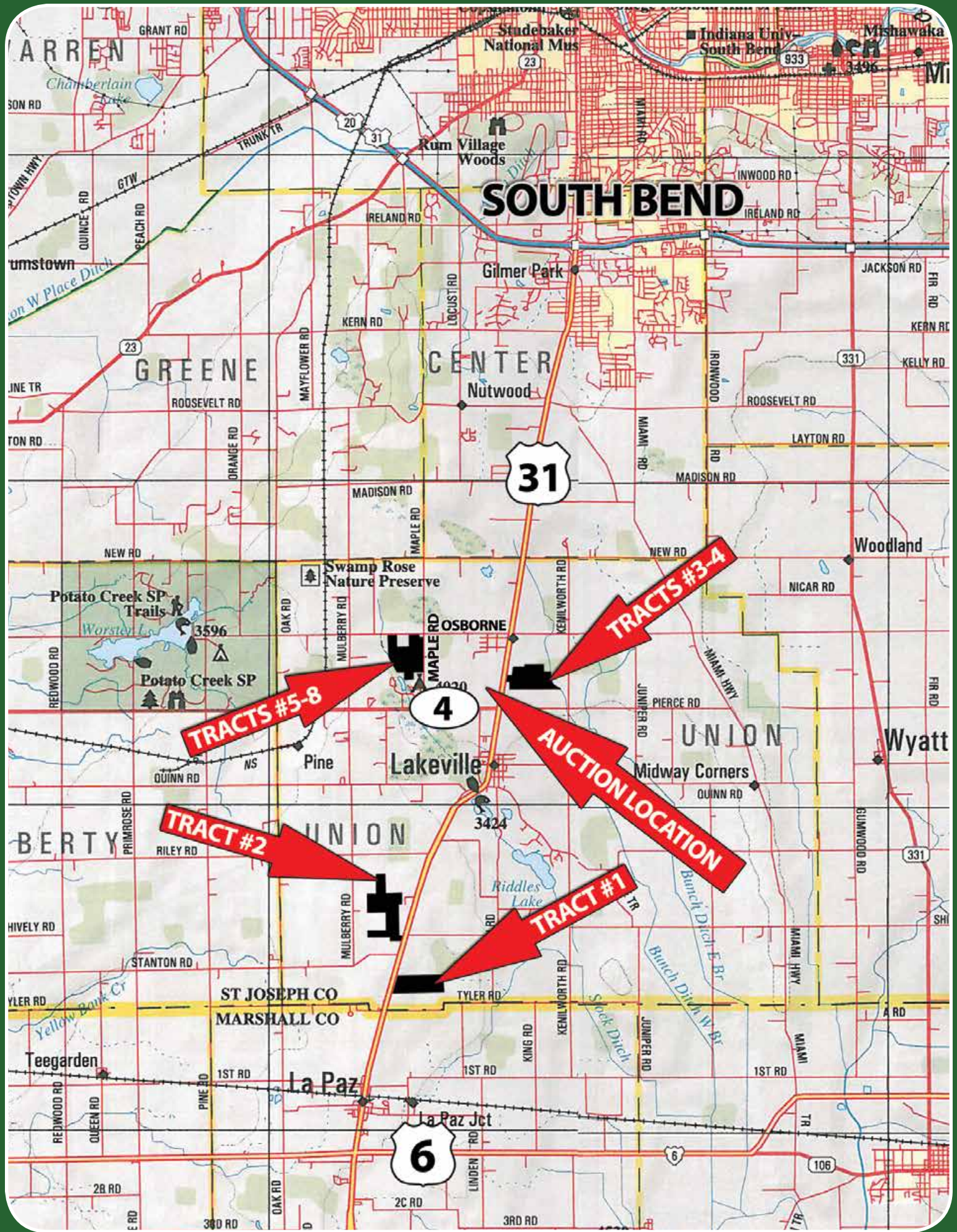


SCHRADER REAL ESTATE & AUCTION CO., INC.
950 N. Liberty Dr., Columbia City, IN 46725
260-244-7606 or 800-451-2709
SchraderAuction.com

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- **SOIL MAPS AND INDEXES**
- **FSA INFORMATION**
- **TAX PARCELS, ASSESSMENTS & TAXES**
- **SURVEYS**
- **GRAIN SYSTEM - TRACT 4**
- **TITLE INSURANCE**
- **REGISTRATION FORMS**





SOUTH BEND

31

4

6

TRACTS #5-8

TRACT #2

TRACTS #3-4

AUCTION LOCATION

TRACT #1

ST JOSEPH CO
MARSHALL CO

La Paz

La Paz Jct

ARREN

GREENE

CENTER

UNION

BERTY

Studebaker National Mus

Indiana Univ-
South Bend

Mishawaka

Rum Village Woods

Gilmer Park

Potato Creek SP
Trails

Potato Creek SP

Swamp Rose
Nature Preserve

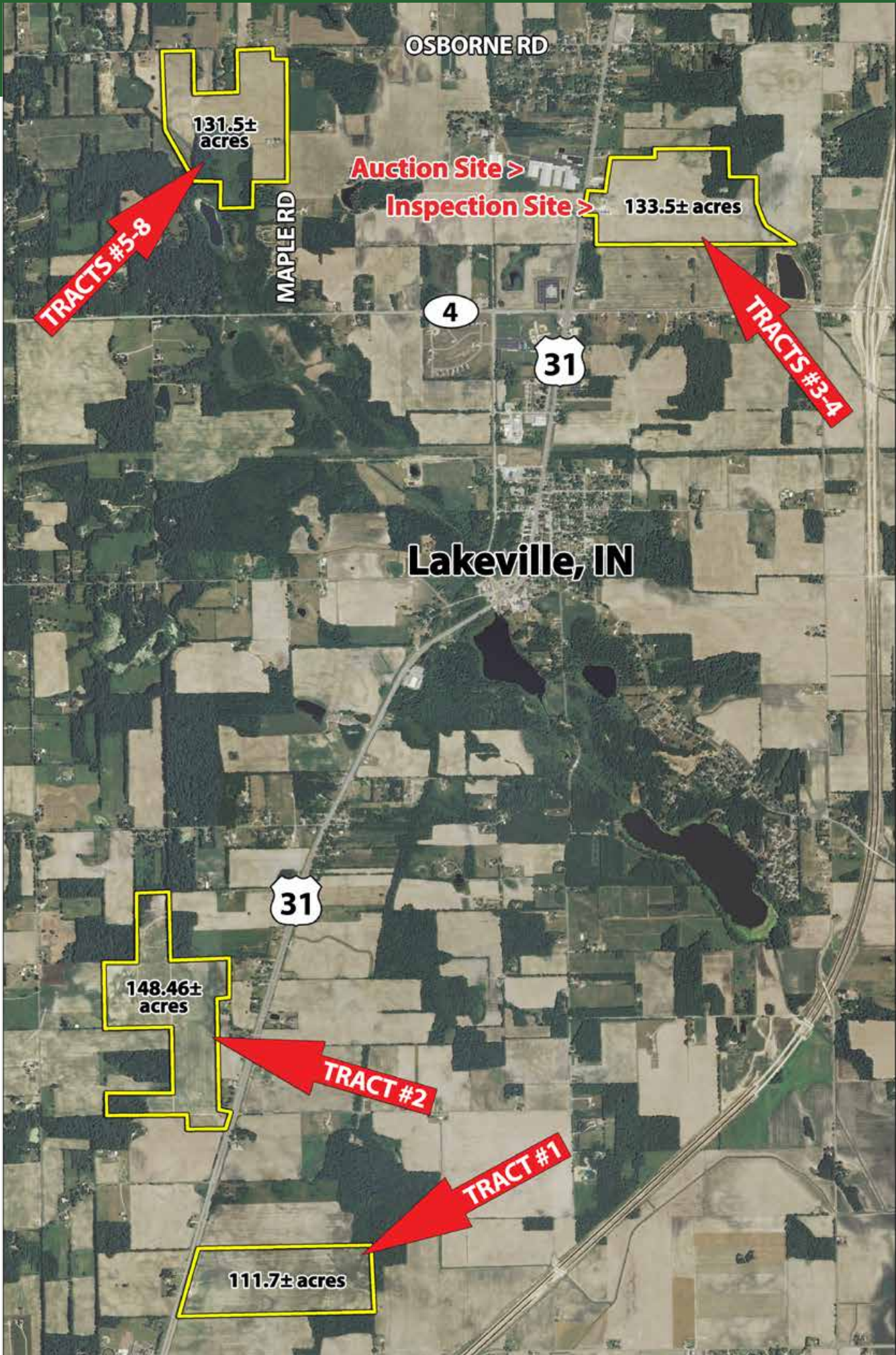
Lakeville

Midway Corners

Wyatt

Teegarden

La Paz Jct



OSBORNERD

131.5±
acres

Auction Site >
Inspection Site >

133.5±
acres

TRACTS #5-8

MAPLERD

4

31

TRACTS #3-4

Lakeville, IN

31

148.46±
acres

TRACT #2

TRACT #1

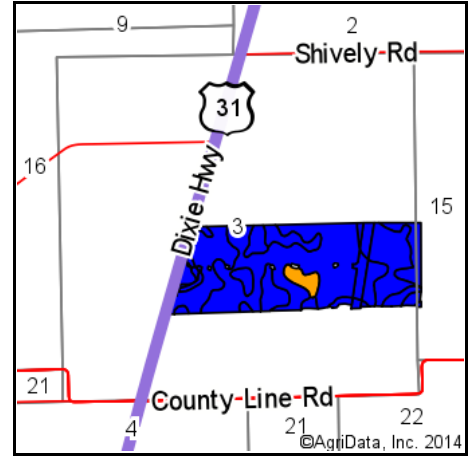
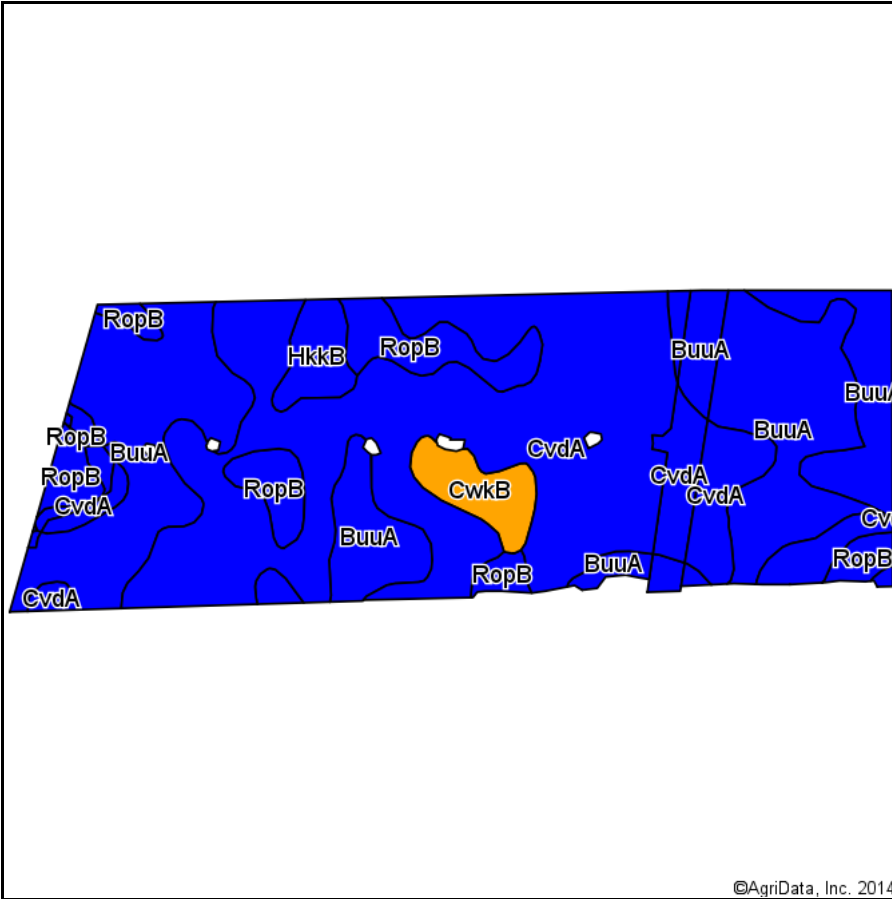
111.7±
acres

TRACT 1 AERIAL MAP

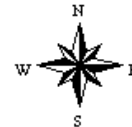


TRACT 1 SOILS MAP

Soil Map



State: **Indiana**
 County: **St Joseph**
 Location: **3-99-99**
 Township: **Union**
 Acres: **111.31**
 Date: **4/28/2014**



Soils data provided by USDA and NRCS.

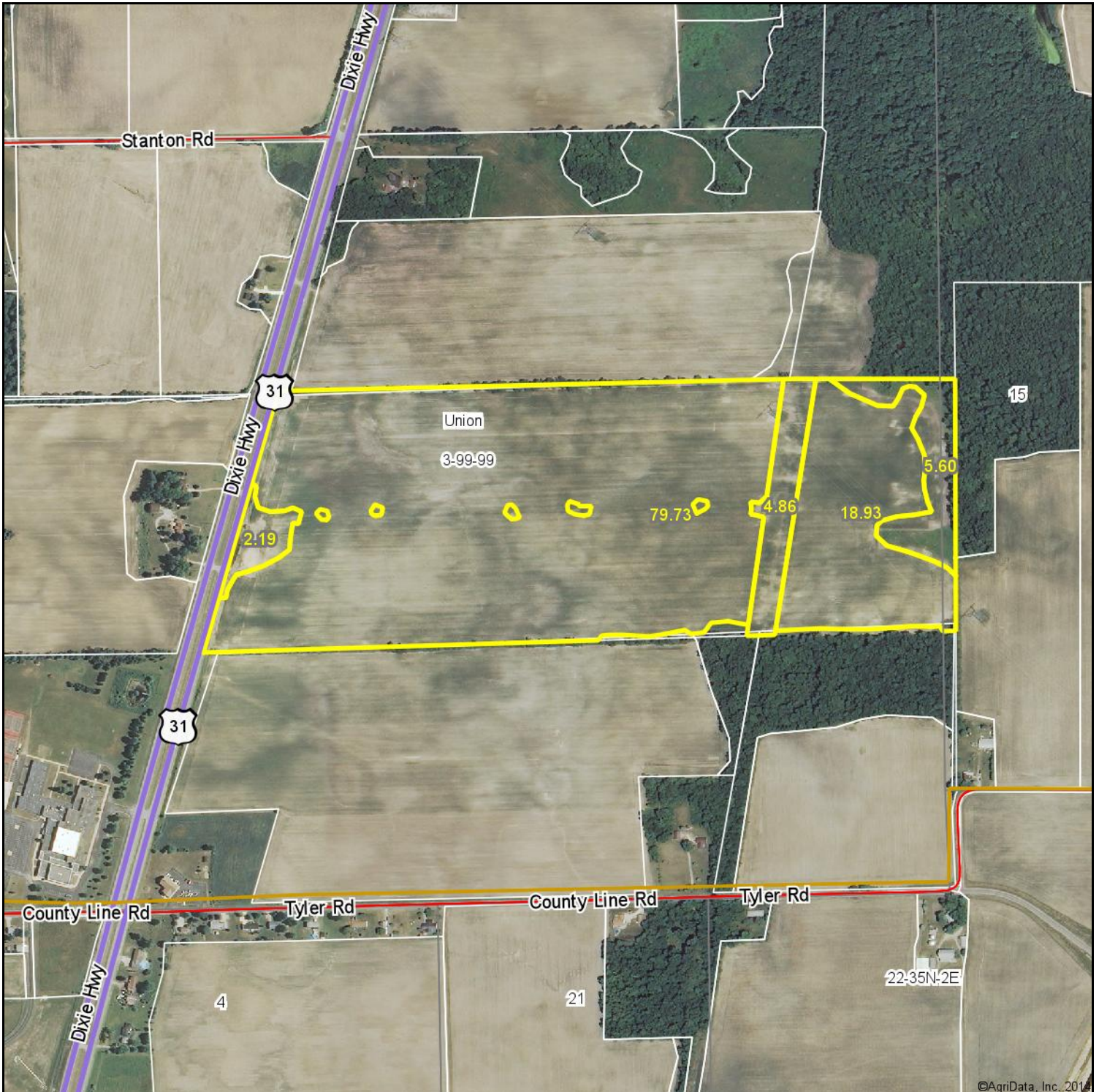
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Area Symbol: IN141, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Pasture	Corn	Corn Irrigated	Grass legume hay	Soybeans	Soybeans Irrigated	Winter wheat	In. Corn
CvdA	Crosier loam, 0 to 1 percent slopes	54.42	48.9%		Ilw	10	154		5	50		69	155
BuuA	Brookston loam, 0 to 1 percent slopes	41.19	37.0%		Ilw	12	172		6	49		70	173
RopB	Riddles-Oshtemo fine sandy loams, 1 to 5 percent slopes	9.70	8.7%		Ils	8	125		4	44		62	125
CwkB	Crumstown fine sandy loam, 1 to 5 percent slopes	3.34	3.0%		Ille	7	111	12	4	39	4	55	111
HkkB	Hillsdale sandy loam, 1 to 5 percent slopes	2.66	2.4%		Ils	8	114		4	40		57	114
Weighted Average						10.4	155.9	0.4	5.2	48.5	0.1	68.1	156.7

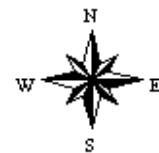
Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

TRACT 1 FSA MAP



3-99-99
St Joseph County
Indiana

map center: 41° 28' 55.94, 86° 17' 39.37
scale: 9282



4/28/2014

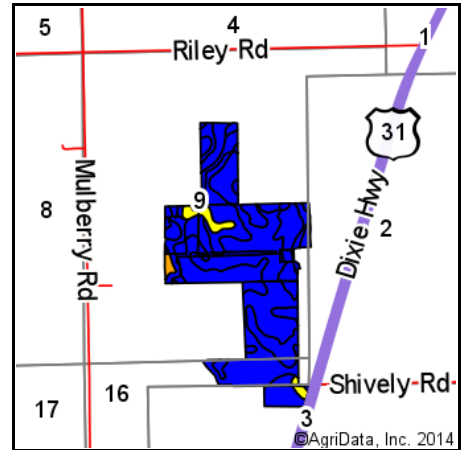
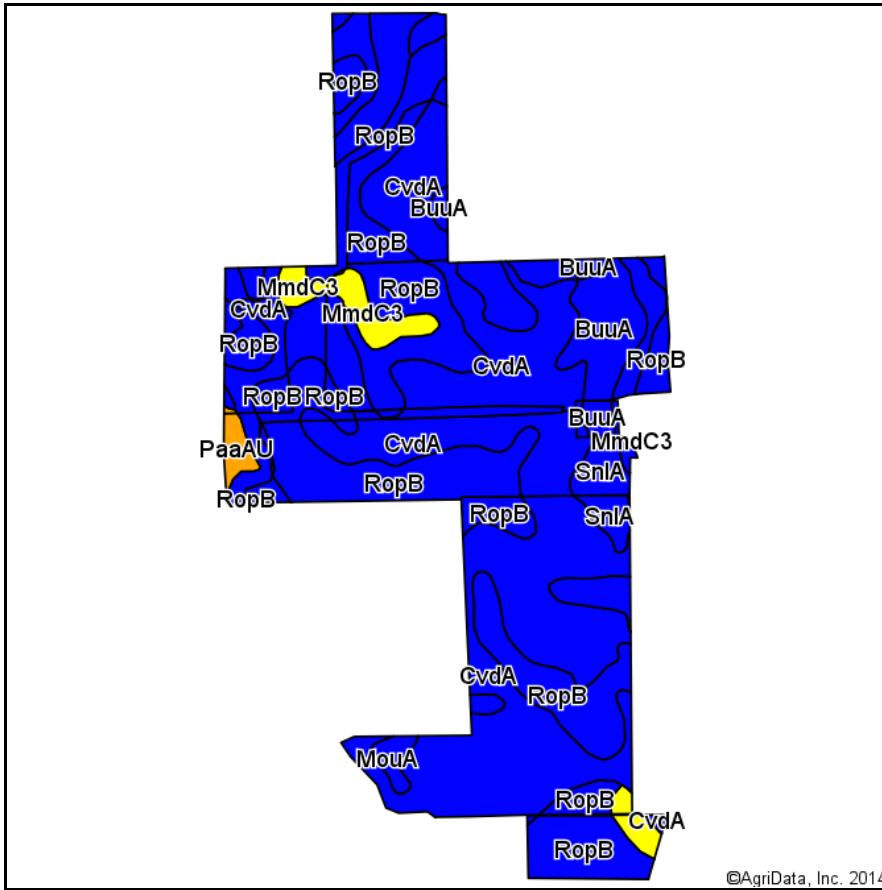
TRACT 1 PHOTO



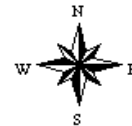
TRACT 2 AERIAL MAP



TRACT 2 SOILS MAP



State: **Indiana**
 County: **St Joseph**
 Location: **9-35N-2E**
 Township: **Union**
 Acres: **139.17**
 Date: **4/28/2014**

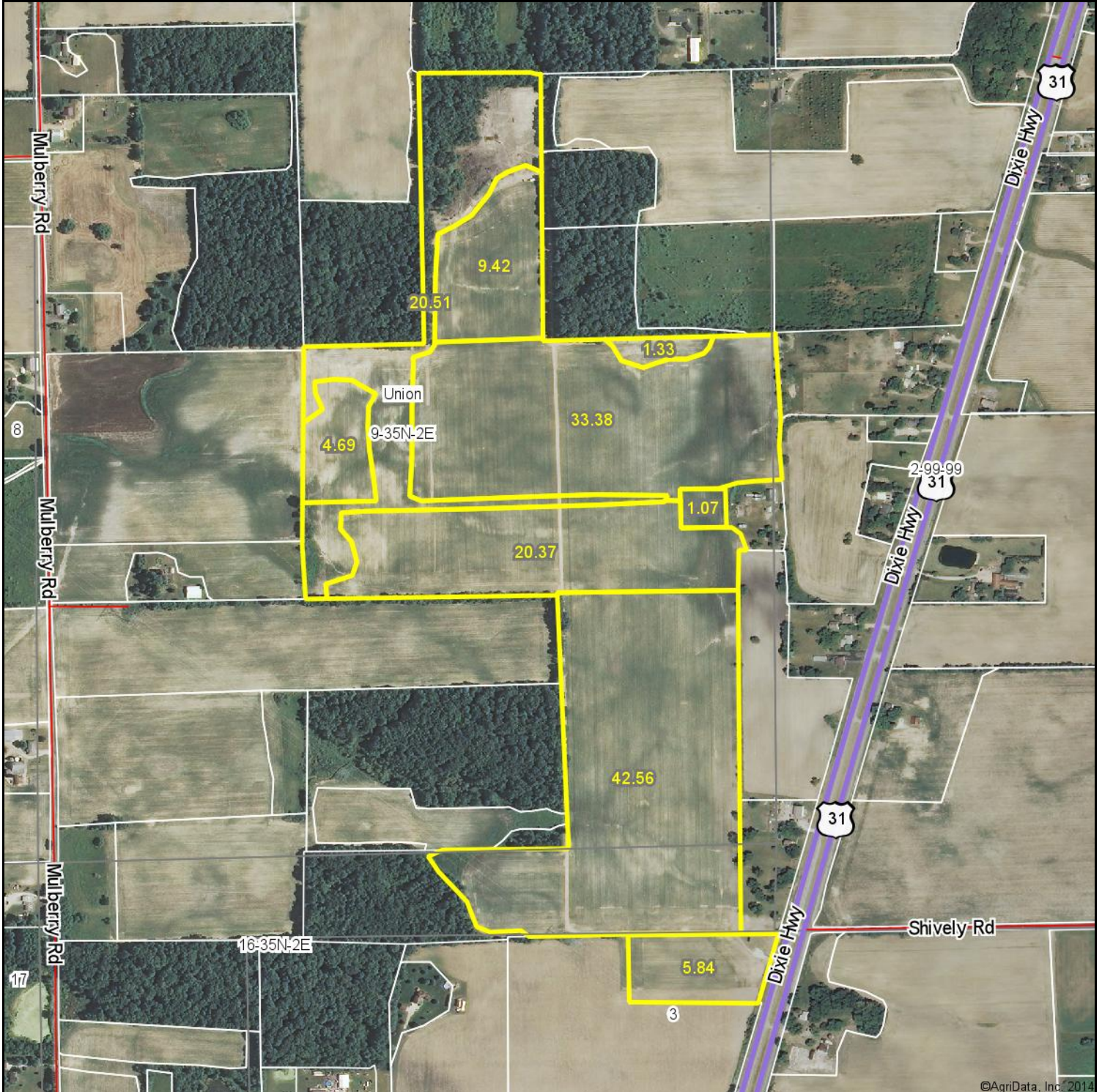


Area Symbol: IN141, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Grass legume hay	Pasture	Soybeans	Winter wheat	In. Corn
CvdA	Crosier loam, 0 to 1 percent slopes	69.53	50.0%		IIw	154	5	10	50	69	155
RopB	Riddles-Oshtemo fine sandy loams, 1 to 5 percent slopes	46.34	33.3%		IIs	125	4	8	44	62	125
BuuA	Brookston loam, 0 to 1 percent slopes	13.10	9.4%		IIw	172	6	12	49	70	173
MmdC3	Miami clay loam, 5 to 10 percent slopes, severely eroded	4.53	3.3%		IVe	124	4	8	44	56	124
SnIA	Southwest silt loam, 0 to 1 percent slopes	3.07	2.2%		IIw	165	5	11	49	66	166
MouA	Milford silty clay loam, 0 to 1 percent slopes	1.42	1.0%		IIw	161	5	11	44	64	161
PaaAU	Palms muck, undrained, 0 to 1 percent slopes	1.18	0.8%		IIIw						0
Weighted Average						144.1	4.7	9.4	47.2	65.6	144.7

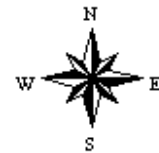
Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

TRACT 2 FSA MAP



9-35N-2E
St Joseph County
Indiana

map center: 41° 29' 50.09, 86° 18' 4.52
scale: 9282

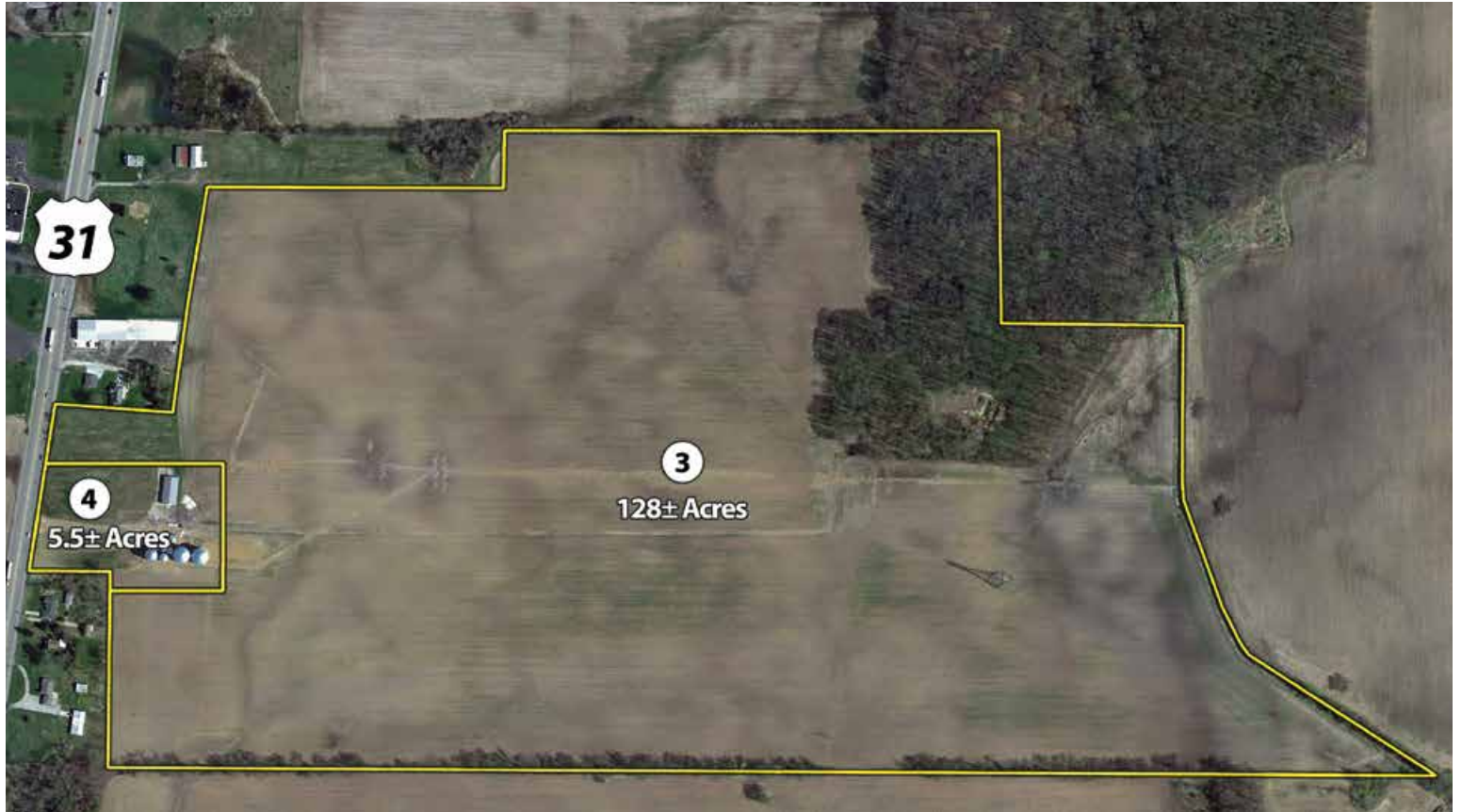


4/28/2014

TRACT 2 PHOTOS

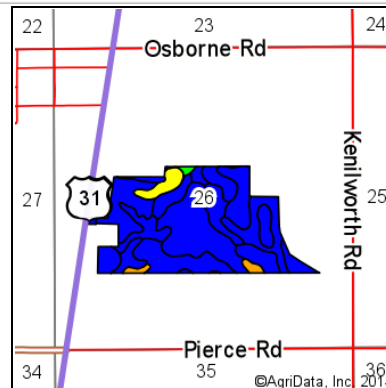
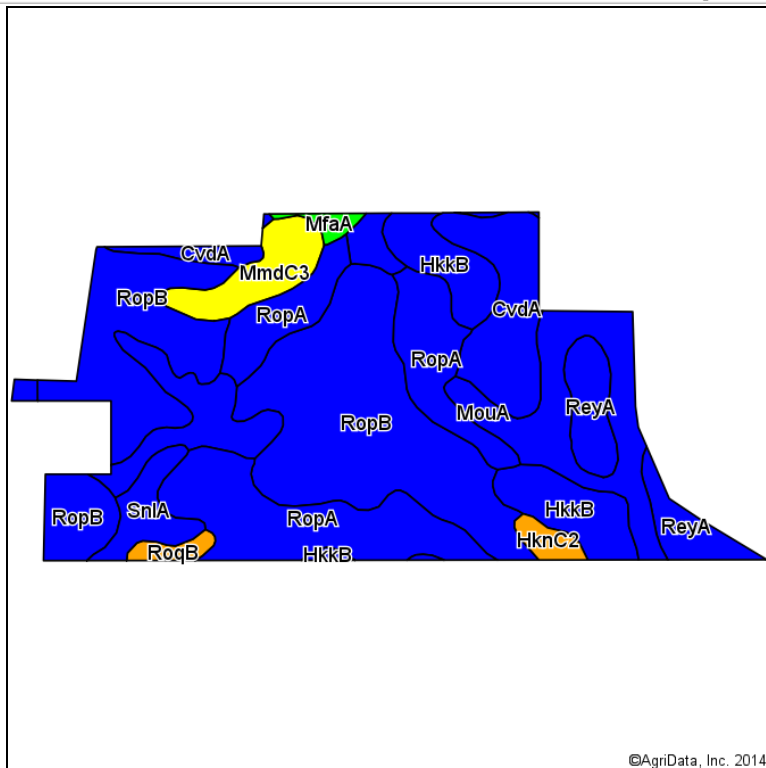


TRACTS 3 & 4 AERIAL MAP



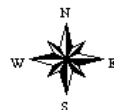
TRACTS 3 SOILS MAP

Soil Map



State: **Indiana**
 County: **St Joseph**
 Location: **26-36N-2E**
 Township: **Union**
 Acres: **124.25**
 Date: **6/5/2014**

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Soils data provided by USDA and NRCS.

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Soils Ver
 latest

Area Symbol: IN141, Soil Area Version: 17

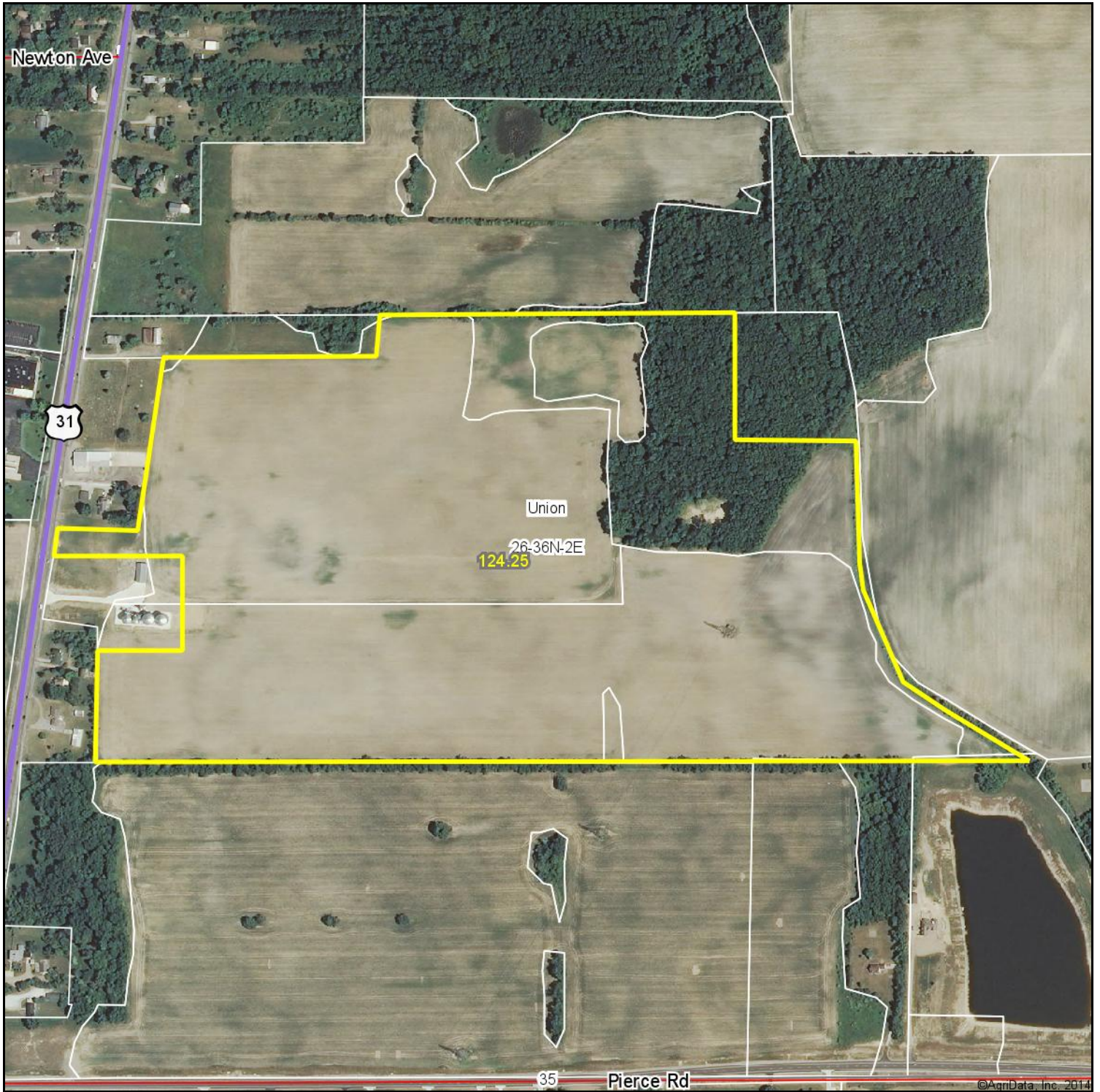
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Grass legume hay	Pasture	Soybeans	Winter wheat	*eftog corn
RopB	Riddles-Oshtemo fine sandy loams, 1 to 5 percent slopes	43.34	34.9%		IIs	125	4	8	44	62	125
RopA	Riddles-Oshtemo fine sandy loams, 0 to 1 percent slopes	23.79	19.1%		IIs	125	4	8	44	62	125
MouA	Milford silty clay loam, 0 to 1 percent slopes	19.09	15.4%		IIw	161	5	11	44	64	161
CvdA	Crosier loam, 0 to 1 percent slopes	10.02	8.1%		IIw	154	5	10	50	69	155
HkkB	Hillsdale sandy loam, 1 to 5 percent slopes	9.91	8.0%		IIs	114	4	8	40	57	114
ReyA	Rensselaer loam, 0 to 1 percent slopes	6.63	5.3%		IIw	172	6	12	48	69	172
MmdC3	Miami clay loam, 5 to 10 percent slopes, severely eroded	4.88	3.9%		IVe	124	4	8	44	56	124
SnIA	Southwest silt loam, 0 to 1 percent slopes	3.44	2.8%		IIw	165	5	11	49	66	166
HknC2	Hillsdale-Oshtemo sandy loams, 5 to 10 percent slopes, eroded	1.31	1.1%		IIIe	102	4	7	36	51	102
RoqB	Riddles-Metea complex, 1 to 5 percent slopes	1.06	0.9%		IIIe	128	5	8	45	64	128
MfaA	Martinsville loam, 0 to 1 percent slopes	0.78	0.6%		I	138	5	9	48	69	138
Weighted Average						135.4	4.4	8.9	44.5	62.7	135.5

*eftog corn: Obtained from the NRCS eftog (<http://eftog.sc.egov.usda.gov>)

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

TRACT 3 FSA MAP

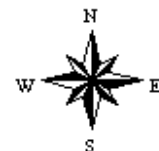
Aerial Map



26-36N-2E
St Joseph County
Indiana

map center: 41° 32' 29.63, 86° 15' 46.38

scale: 7510



6/5/2014

TRACT 3 & 4 PHOTOS



TRACT 4 PHOTOS



TRACT 4 PHOTOS



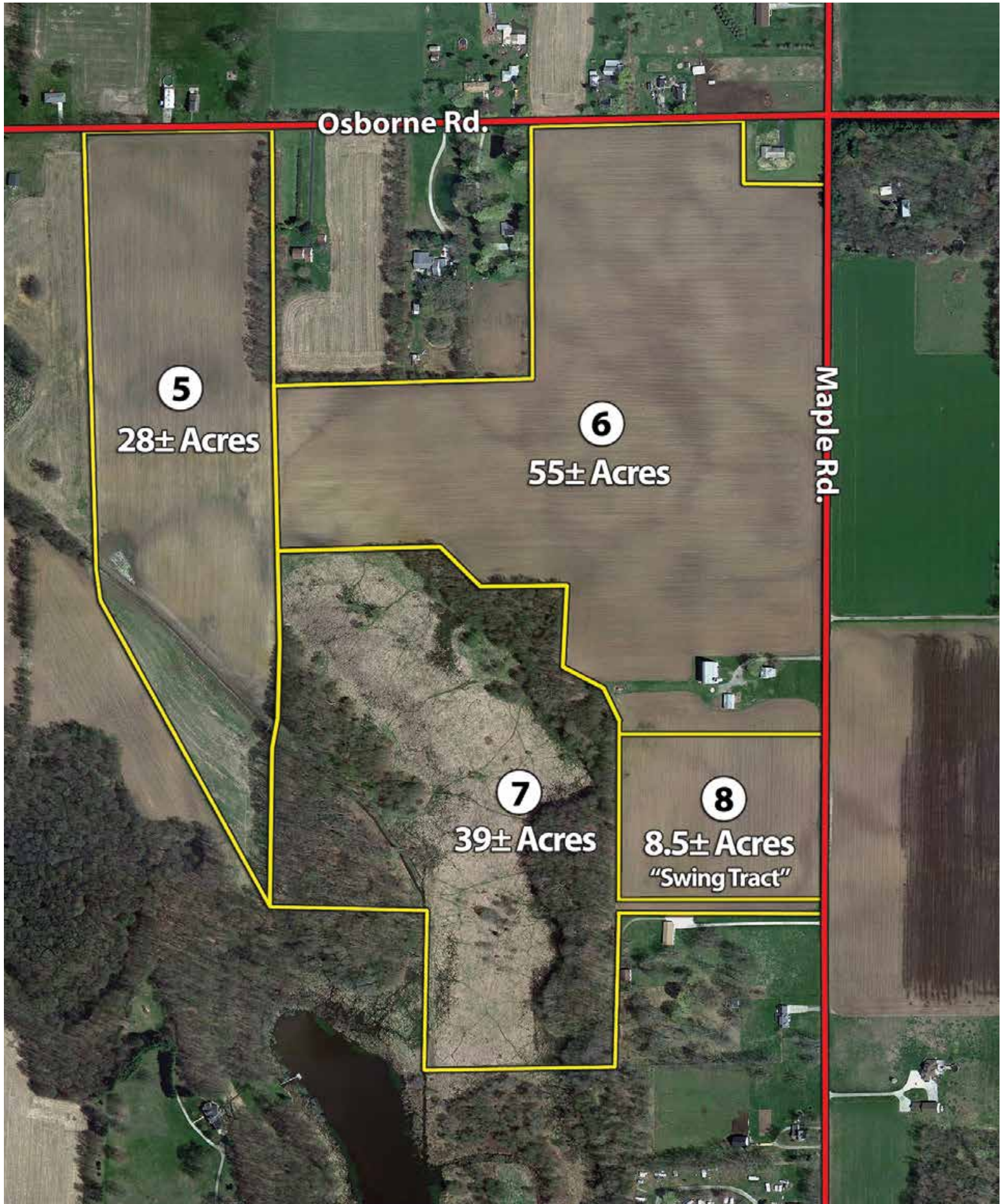
TRACT 4 PHOTOS



TRACT 4 PHOTOS

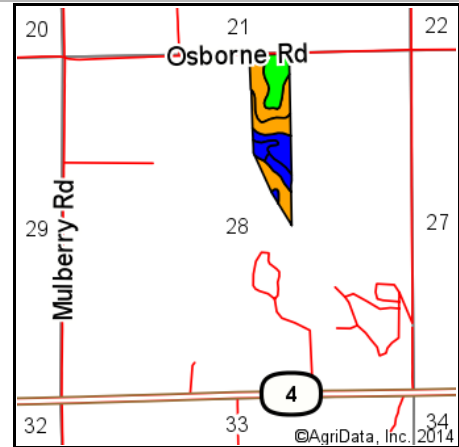
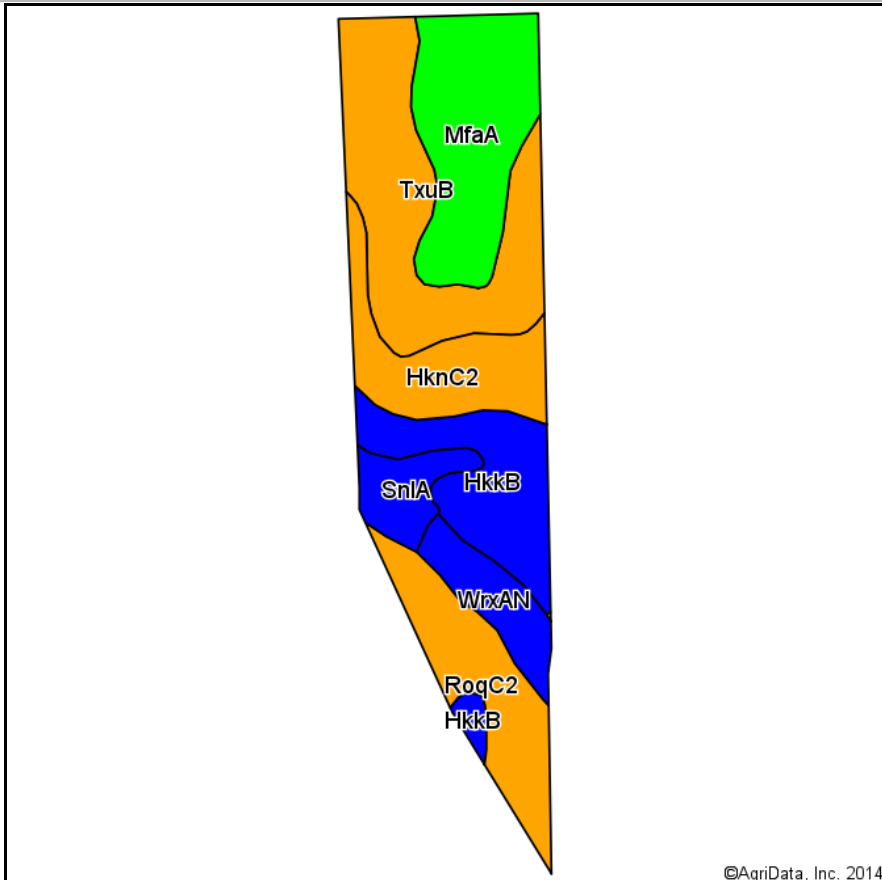


TRACTS 5-8 AERIAL

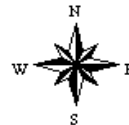


TRACT 5 SOILS MAP

Soil Map



State: **Indiana**
 County: **St Joseph**
 Location: **28-36N-2E**
 Township: **Union**
 Acres: **28.79**
 Date: **6/5/2014**



Soils data provided by USDA and NRCS.

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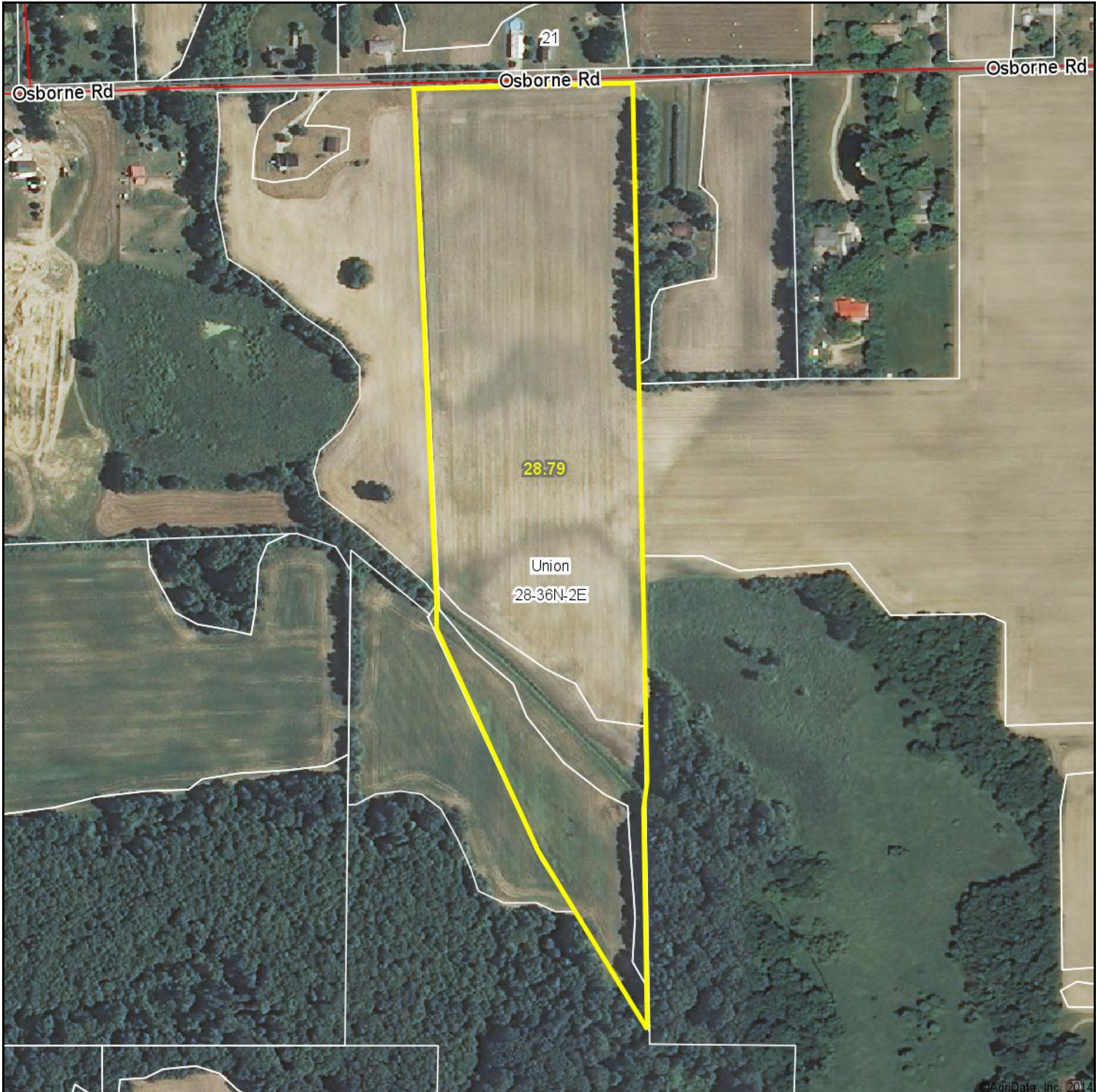
Area Symbol: IN141, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Grass legume hay	Pasture	Soybeans	Winter wheat	*efotg corn
TxuB	Tyner loamy sand, 1 to 5 percent slopes	7.40	25.7%		Ills	80	3	5	28	36	80
MfaA	Martinsville loam, 0 to 1 percent slopes	5.81	20.2%		I	138	5	9	48	69	138
HkkB	Hillsdale sandy loam, 1 to 5 percent slopes	4.45	15.5%		Ils	114	4	8	40	57	114
RoqC2	Riddles-Metea complex, 5 to 10 percent slopes, eroded	4.06	14.1%		Ille	114	4	7	40	57	114
HknC2	Hillsdale-Oshtemo sandy loams, 5 to 10 percent slopes, eroded	3.61	12.5%		Ille	102	4	7	36	51	102
WrxAN	Wunabuna silt loam, drained, 0 to 1 percent slopes	1.91	6.6%		Ilw	152	5	10	44	61	152
SnIA	Southwest silt loam, 0 to 1 percent slopes	1.55	5.4%		Ilw	165	5	11	49	66	166
Weighted Average						113.9	4.1	7.5	38.8	54	113.9

*efotg corn: Obtained from the NRCS efotg (<http://efotg.sc.egov.usda.gov>)

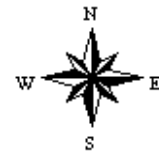
Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

TRACT 5 FSA MAP



28-36N-2E
St Joseph County
Indiana

map center: 41° 32' 46.45, 86° 17' 59.65
scale: 5025

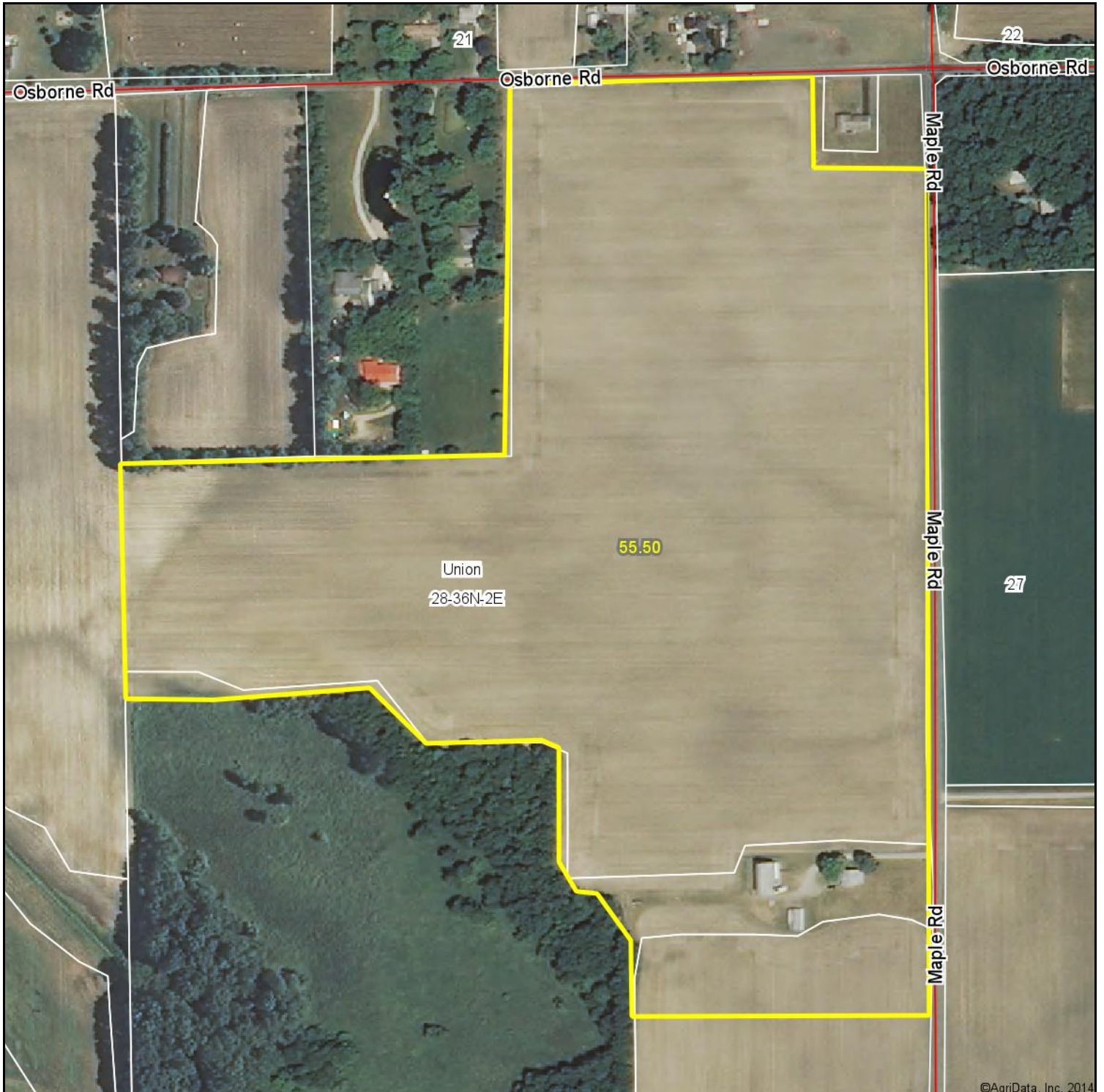


6/5/2014

TRACT 5 PHOTOS



TRACT 6 FSA MAP

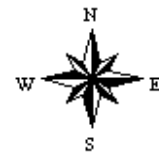


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Maps Provided By:
 **surety**
CUSTOMIZED ONLINE MAPPING
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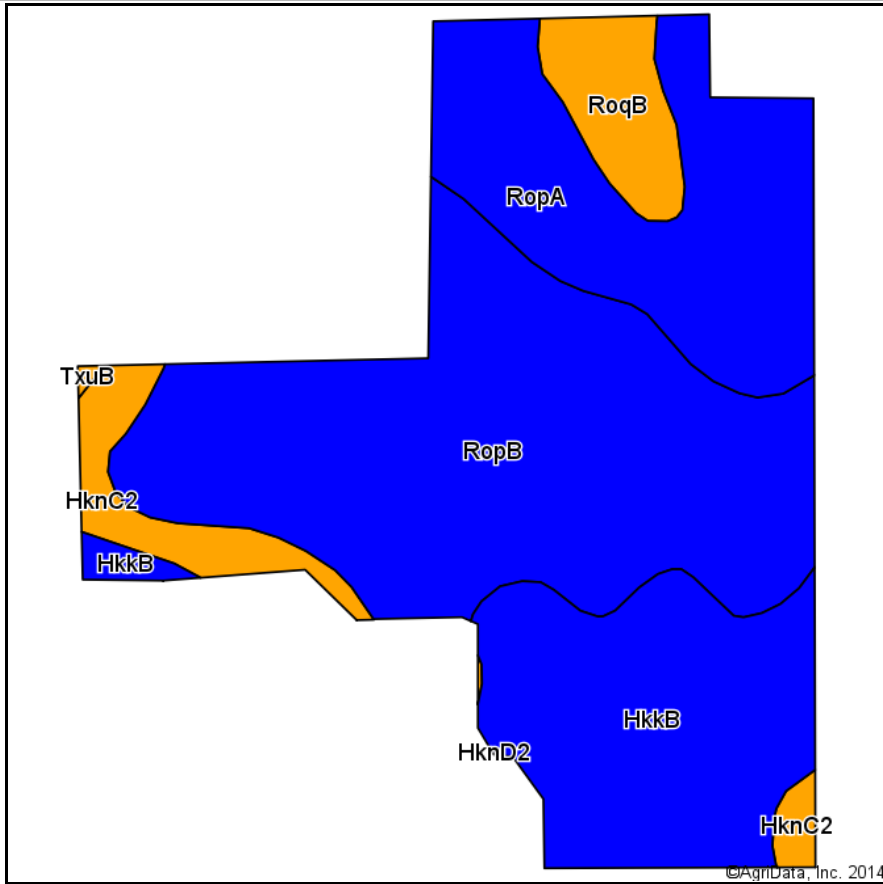
28-36N-2E
St Joseph County
Indiana

map center: 41° 32' 48.93, 86° 17' 43.35
scale: 4131



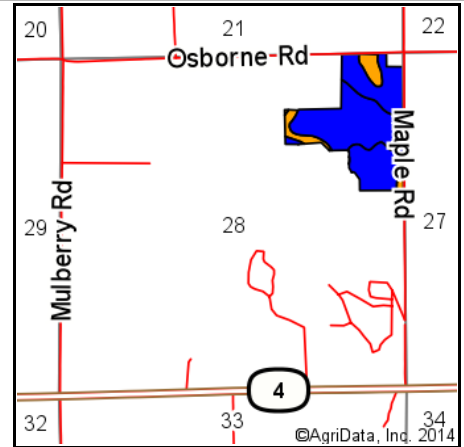
6/5/2014

TRACT 6 SOILS MAP

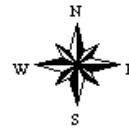


Soils data provided by USDA and NRCS.

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State: **Indiana**
 County: **St Joseph**
 Location: **28-36N-2E**
 Township: **Union**
 Acres: **55.5**
 Date: **6/5/2014**



Area Symbol: IN141, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Grass legume hay	Pasture	Soybeans	Winter wheat	*eftog corn
RopB	Riddles-Oshtemo fine sandy loams, 1 to 5 percent slopes	24.93	44.9%		Ils	125	4	8	44	62	125
HkkB	Hillsdale sandy loam, 1 to 5 percent slopes	12.46	22.5%		Ils	114	4	8	40	57	114
RopA	Riddles-Oshtemo fine sandy loams, 0 to 1 percent slopes	12.17	21.9%		Ils	125	4	8	44	62	125
HknC2	Hillsdale-Oshtemo sandy loams, 5 to 10 percent slopes, eroded	3.04	5.5%		IIIe	102	4	7	36	51	102
RoqB	Riddles-Metea complex, 1 to 5 percent slopes	2.84	5.1%		IIIe	128	5	8	45	64	128
TxuB	Tyner loamy sand, 1 to 5 percent slopes	0.06	0.1%		IIIls	80	3	5	28	36	80
Weighted Average						121.4	4.1	7.9	42.7	60.3	121.4

*eftog corn: Obtained from the NRCS eftog (<http://eftog.sc.egov.usda.gov>)

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

TRACT 6 PHOTOS



TRACT 6 PHOTOS



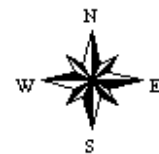
TRACT 7 FSA MAP



28-36N-2E
St Joseph County
Indiana

map center: 41° 32' 37.27, 86° 17' 44.23

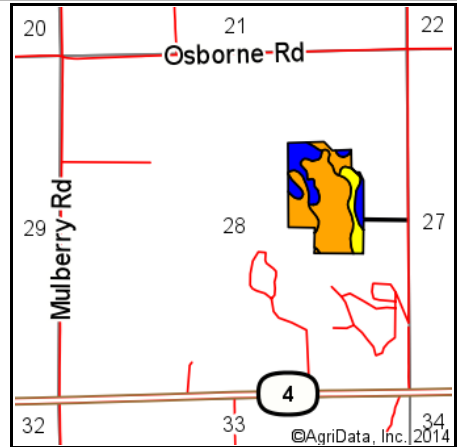
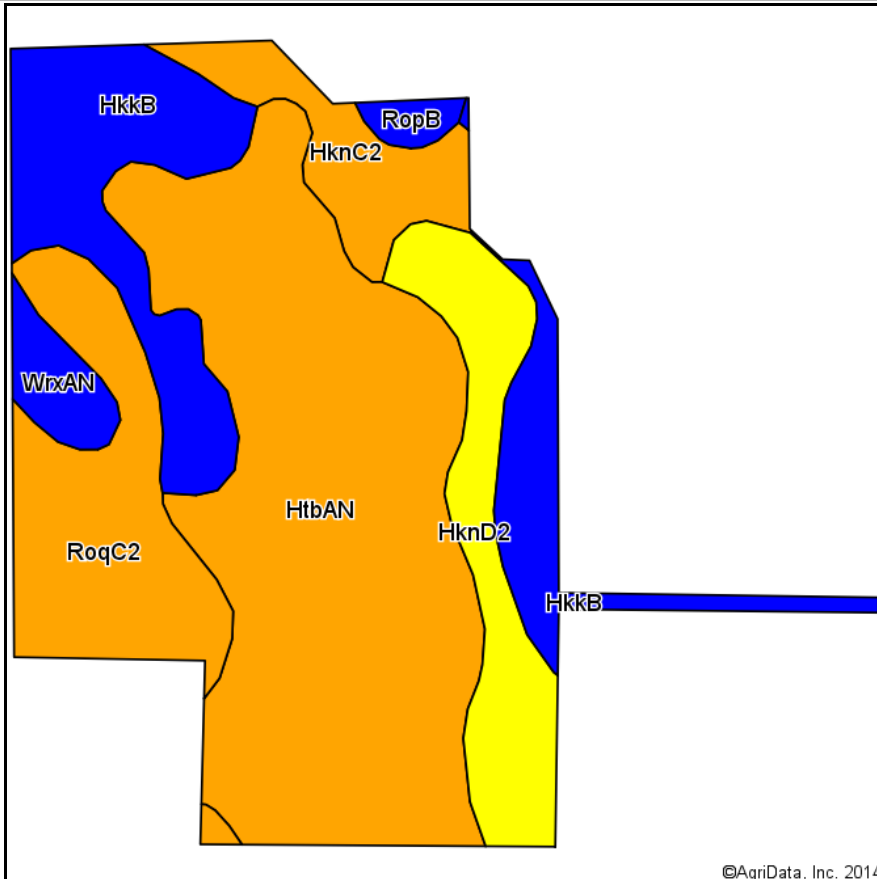
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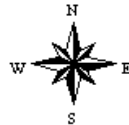
6/5/2014

TRACT 7 SOILS MAP

Soil Map



State: **Indiana**
 County: **St Joseph**
 Location: **28-36N-2E**
 Township: **Union**
 Acres: **39.65**
 Date: **6/5/2014**



Soils data provided by USDA and NRCS.

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Area Symbol: IN141, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Grass legume hay	Pasture	Soybeans	Winter wheat	*eftog corn
HtbAN	Houghton muck, drained, 0 to 1 percent slopes	17.92	45.2%		Illw	150	5	10	40	60	158
HkkB	Hillsdale sandy loam, 1 to 5 percent slopes	7.59	19.1%		Ils	114	4	8	40	57	114
RoqC2	Riddles-Metea complex, 5 to 10 percent slopes, eroded	5.75	14.5%		Ille	114	4	7	40	57	114
HknD2	Hillsdale-Oshtemo sandy loams, 10 to 18 percent slopes, eroded	4.36	11.0%		Ive	87	3	6	31	44	87
HknC2	Hillsdale-Oshtemo sandy loams, 5 to 10 percent slopes, eroded	2.57	6.5%		Ille	102	4	7	36	51	102
WrxAN	Wunabuna silt loam, drained, 0 to 1 percent slopes	1.05	2.6%		Ilw	152	5	10	44	61	152
RopB	Riddles-Oshtemo fine sandy loams, 1 to 5 percent slopes	0.41	1.0%		Ils	125	4	8	44	62	125
Weighted Average						127.6	4.4	8.5	38.9	56.7	131.3

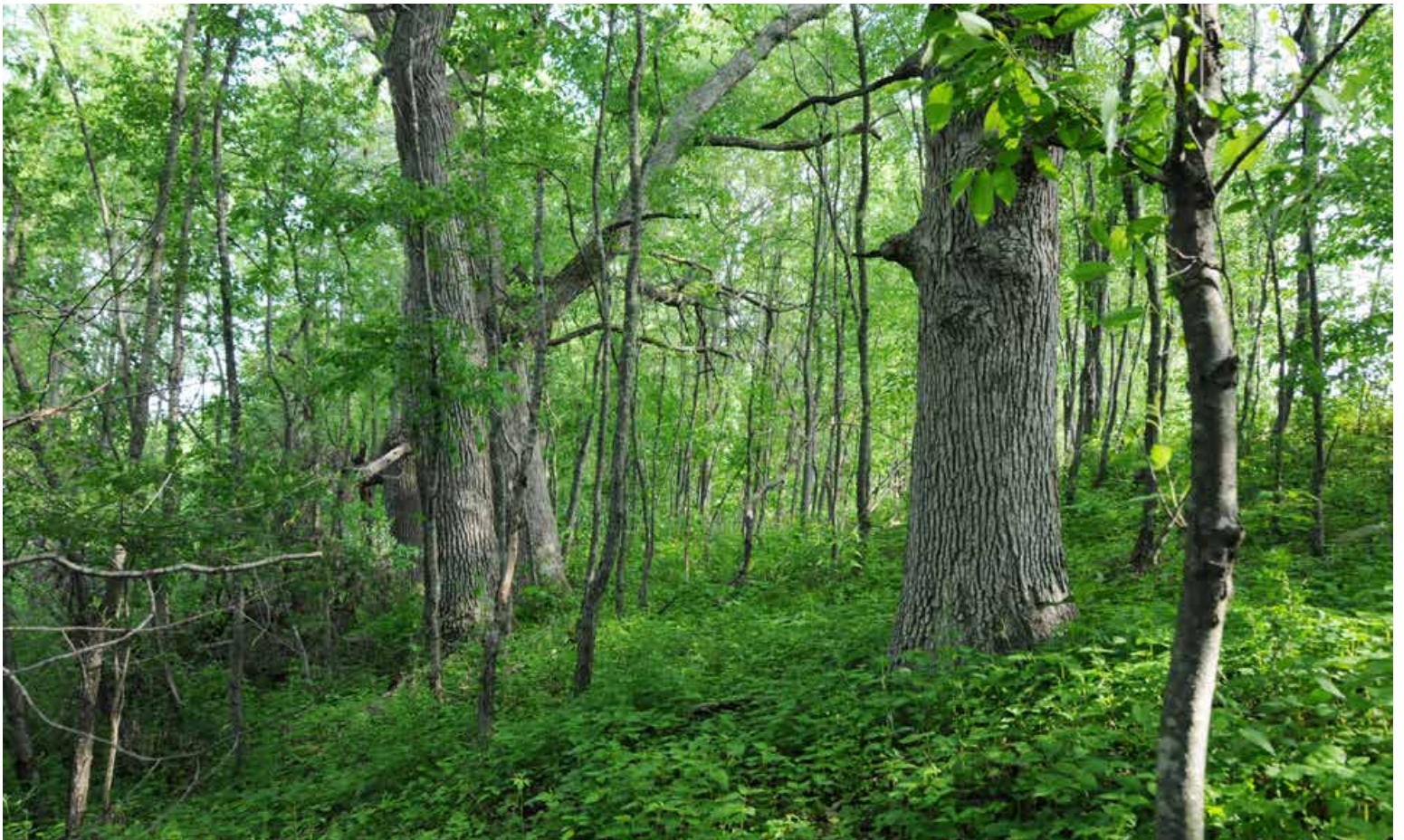
*eftog corn: Obtained from the NRCS eftog (<http://eftog.sc.egov.usda.gov>)

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

TRACT 7 PHOTOS



TRACT 7 PHOTOS



TRACT 8 FSA MAP

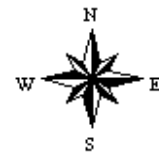


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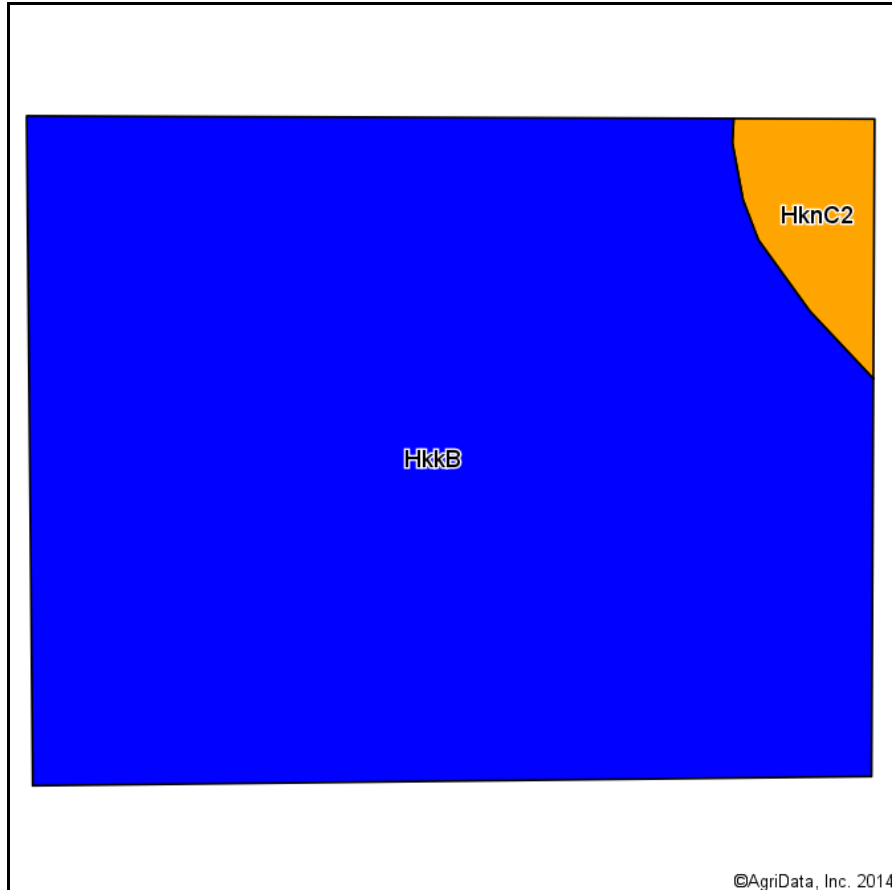
28-36N-2E
St Joseph County
Indiana

map center: 41° 32' 36.3, 86° 17' 37.44
scale: 1931



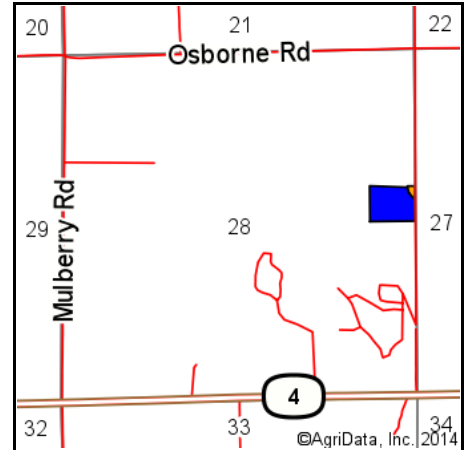
6/5/2014

TRACT 8 SOILS MAP

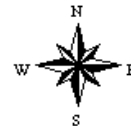


Soils data provided by USDA and NRCS.

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State: **Indiana**
 County: **St Joseph**
 Location: **28-36N-2E**
 Township: **Union**
 Acres: **8.53**
 Date: **6/5/2014**



Area Symbol: IN141, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Grass legume hay	Pasture	Soybeans	Winter wheat	*efotg corn
HkkB	Hillsdale sandy loam, 1 to 5 percent slopes	8.15	95.5%		Ils	114	4	8	40	57	114
HknC2	Hillsdale-Oshtemo sandy loams, 5 to 10 percent slopes, eroded	0.38	4.5%		IIIe	102	4	7	36	51	102
Weighted Average						113.5	4	8	39.8	56.7	113.5

*efotg corn: Obtained from the NRCS efotg (<http://efotg.sc.egov.usda.gov>)

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

TRACT 8 PHOTOS



TRACT 8 PHOTOS



FSA INFORMATION

TRACT 1

USDA Farm 6313 Tract 11971
 Administered by: St. Joseph County, Indiana

Map prepared on: 5/16/2014
 110.25 Tract acres
 98.46 Cropland acres
 0 CRP acres

Source: USDA Farm Service Agency - 2012 or 2013 (Ohio) NAIIP imagery; IDHS Nov 2013 or Dynanmap 2008 road names

CRP
 CLU
Wetland Determination Identifiers:
 Restricted Use
 Limited Restrictions
 Exempt from Conservation Compliance Provisions



CLU	Acres	HEL	Contract	Prac	Yr	CI
4	18.76	N				Y
5	79.7	N				Y

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

TRACT 2

USDA Farm 4969 Tract 1682
 Administered by: St. Joseph County, Indiana

Map prepared on: 5/15/2014
 135.59 Tract acres
 110.42 Cropland acres
 0 CRP acres

Wetland Determination Identifiers:
 ● Restricted Use
 ▽ Limited Restrictions
 □ Exempt from Conservation Compliance Provisions

CRP
 CLU

Source: USDA Farm Service Agency - 2012 or 2013 (Ohio) NAIP imagery; IDHS Nov. 2013 or Dynamap 2008 road names



CLU	Acres	HEL	Contract	Prac	Yr	C	I
1	9.42	N					Y
2	4.69	N					Y
3	33.38	N					Y
4	20.37	N					Y
5	42.56	N					Y

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

TRACTS 3-4

USDA Farm 3924 Tract 1358
 Administered by: St. Joseph County, Indiana

Source: USDA Farm Service Agency - 2012 or 2013 (Ohio) NAIP Imagery; LDHS Nov 2013 or Dynamap 2008 road names

Map prepared on: 5/15/2014
 136.02 Tract acres
 115.02 Cropland acres
 0 CRP acres

- CRP
 CLU
Wetland Determination Identifiers:
 Restricted Use
 Limited Restrictions
 Exempt from Conservation Compliance Provisions



CLU	Acres	HEL	Contract	Prac	Yr	CI
3	61.71	N				Y
17	1.17	N				Y
18	52.14	N				Y

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TRACT 5

USDA Farm 6073 Tract 10574

Administered by: St. Joseph County, Indiana

Map prepared on: 5/16/2014
 28.82 Tract acres
 26.2 Cropland acres
 0 CRP acres

Wetland Determination Identifiers:

- Restricted Use
- ▽ Limited Restrictions
- Exempt from Conservation Compliance Provisions

- CRP
- CLU



Source: USDA Farm Service Agency - 2012 or 2013 (Ohio) NAIP imagery, IDHS Nov 2013 or Dynamap 2008 road names



CLU	Acres	HEL	Contract	Prac	Yr	C I
1	4.18	H				Y
2	22.02	N				Y

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TRACTS 6-8

USDA Farm 6073 Tract 12127
 Administered by: St. Joseph County, Indiana

Source: USDA Farm Service Agency - 2012 or 2013 (Ohio) MAP imagery; IDHS Nov 2013 or Dynamap 2008 road names

Map prepared on: 5/16/2014
 103.13 Tract acres
 60.64 Cropland acres
 0 CRP acres

CRP
 CU
 Wetland Determination Identifiers:
 Restricted Use
 Limited Restrictions
 Exempt from Conservation Compliance Provisions



CU Acres	HEL Contract	Prac Yr	CI
15	10.84	U	Y
23	49.8	U	Y

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

**PROPERTY
ASSESSMENT
CARDS**

TRACT 1

STATE FORM 53569 (R7/1-14)
APPROVED BY STATE BOARD OF ACCOUNTS, 2013

#6
TREASURER FORM TS-1A
PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE IC 6-1.1-22-8.1

SPECIAL MESSAGE TO PROPERTY OWNER

Property taxes are constitutionally capped at 1% of property values for homesteads (owner-occupied), 2% for other residential property and farmland, and 3% for all other property.

TAXPAYER AND PROPERTY INFORMATION

Taxpayer Name RJ Newton Farms LLC PO Box 449 Lakeville IN 46536-0449	Address 68553 U S 31 Lakeville IN 46536	Date of Notice 04/03/2014	Parcel Number 71-18-09-300-003.000-027	Taxing District 027 Union Township
Legal Description Lot 1 RJ Newton's Farm No 6 Miner Sub 03-03-11	Billed Mortgage Company NPW1470	Duplicate Number 101178	Tax ID Number 019-1007-0119	Property Type Real

Spring installment due on or before May 12, 2014 and Fall installment due on or before November 10, 2014.

TABLE 1: SUMMARY OF YOUR TAXES

ASSESSED VALUE AND TAX SUMMARY	2013	2014
1a. Gross assessed value of homestead property	\$0	\$0
1b. Gross assessed value of other residential property and farmland	\$184,000	\$205,000
1c. Gross assessed value of all other property, including personal property	\$0	\$0
2. Equals total gross assessed value of property	\$184,000	\$205,000
2a. Minus deductions (see Table 5 below)	\$0	\$0
3. Equals subtotal of net assessed value of property	\$184,000	\$205,000
3a. Multiplied by your local tax rate	2.1174	2.2338
4. Equals gross tax liability (see Table 3 below)	\$3,896.03	\$4,579.30
4a. Minus local property tax credits	(\$269.95)	(\$398.74)
4b. Minus savings due to property tax cap (see Table 2 and footnotes below)	\$0.00	\$0.00
4c. Minus savings due to 65 years & older cap	\$0.00	\$0.00
5. Total property tax liability (See remittance coupon for total amount due)	\$3,626.08	\$4,180.56

Please see Table 4 for a summary of other charges to this property.

TABLE 2: PROPERTY TAX CAP INFORMATION

Property tax cap (1%, 2%, or 3% depending upon combination of property types) ¹	\$3,680.00	\$4,100.00
Adjustment to cap due to voter-approved projects and charges ²	\$234.79	\$162.82
Maximum tax that may be imposed under cap	\$3,914.79	\$4,262.82

TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY

TAXING AUTHORITY	TAX RATE 2013	TAX RATE 2014	TAX AMOUNT 2013	TAX AMOUNT 2014	TAX DIFFERENCE 2013-2014	PERCENT DIFFERENCE
AIRPORT	0.0000	0.0345	\$0.00	\$70.73	\$70.73	0.00%
CITY OR TOWN	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
COUNTY	0.6731	0.7058	\$1,238.51	\$1,446.89	\$208.38	16.83%
LIBRARY	0.3227	0.3309	\$593.77	\$678.35	\$84.58	14.24%
REDEV. DIST.	0.0330	0.0000	\$60.72	\$0.00	(\$60.72)	(100.00%)
SCHOOL	0.9306	0.9413	\$1,712.31	\$1,929.66	\$217.35	12.69%
TOWNSHIP	0.1580	0.2213	\$290.72	\$453.67	\$162.95	56.05%
TRANSPO	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
TOTAL	2.1174	2.2338	\$3,896.03	\$4,579.30	\$683.27	17.54%

TABLE 4: OTHER CHARGES / ADJUSTMENTS TO THIS PROPERTY

LEVYING AUTHORITY	2013	2014	% Change
Stock Heston (31)	\$19.44	\$19.44	0.0%
Walters (33)	\$0.00	\$0.00	
Wright (36)	\$90.00	\$90.00	0.0%
Yellow River (126)	\$0.00	\$0.00	

TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY³

	2013	2014
TOTAL ADJUSTMENTS	\$109.44	\$109.44
TOTAL DEDUCTIONS	\$0	\$0

1. The property tax cap is calculated separately for each class of property owned by the taxpayer. It is possible, therefore, that you may receive credit for the tax cap on line 4b even if your net property tax bill is lower than this amount.

2. Charges not subject to the property tax caps include property tax levies approved by voters through a referendum. In Lake County and St. Joseph County, this line also reflects debt obligations incurred prior to the creation of the property tax caps. When added to the base property tax cap amount for your property, this creates the effective tax cap rate. For more information, see the back of this document.

3. If any circumstances have changed that would make you ineligible for a deduction that you have been granted per Table 5 of this tax bill, you must notify the county auditor. If such a change in circumstances has occurred and you have not notified the county auditor, the deduction will be disallowed and you may be liable for taxes and penalties on the amount deducted.



TRACT 1

STATE FORM 53569 (R7 / 1-14)

APPROVED BY STATE BOARD OF ACCOUNTS, 2013

#6A
TREASURER FORM TS-1A

PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE IC 6-1.1-22-8.1

SPECIAL MESSAGE TO PROPERTY OWNER

Property taxes are constitutionally capped at 1% of property values for homesteads (owner-occupied), 2% for other residential property and farmland, and 3% for all other property.

TAXPAYER AND PROPERTY INFORMATION

Taxpayer Name RJ Newton Farms LLC PO Box 449 Lakeville IN 46536-0449	Address 68000 Block Of Us 31 Lakeville IN 46536	Date of Notice 04/03/2014	Parcel Number 71-18-16-200-001.000-027	Taxing District 027 Union Township
Legal Description Lot 1 Stoney Ridge Minor Sub 5.000 Ac 00-01 Set Up New Sub Par Trns #891 3-30-99 99-00 Split Fr 19-10	Billed Mortgage Company	Duplicate Number 101383	Tax ID Number 019-1015-022109	Property Type Real



Spring installment due on or before May 12, 2014 and Fall installment due on or before November 10, 2014.

TABLE 1: SUMMARY OF YOUR TAXES

ASSESSED VALUE AND TAX SUMMARY	2013	2014
1a. Gross assessed value of homestead property	\$0	\$0
1b. Gross assessed value of other residential property and farmland	\$7,300	\$7,800
1c. Gross assessed value of all other property, including personal property	\$0	\$0
2. Equals total gross assessed value of property	\$7,300	\$7,800
2a. Minus deductions (see Table 5 below)	\$0	\$0
3. Equals subtotal of net assessed value of property	\$7,300	\$7,800
3a. Multiplied by your local tax rate	2.1174	2.2338
4. Equals gross tax liability (see Table 3 below)	\$154.57	\$174.25
4a. Minus local property tax credits	(\$10.71)	(\$15.17)
4b. Minus savings due to property tax cap (see Table 2 and footnotes below)	\$0.00	\$0.00
4c. Minus savings due to 65 years & older cap	\$0.00	\$0.00
5. Total property tax liability (See remittance coupon for total amount due)	\$143.86	\$159.08

Please see Table 4 for a summary of other charges to this property.

TABLE 2: PROPERTY TAX CAP INFORMATION

Property tax cap (1%, 2%, or 3% depending upon combination of property types) ¹	\$146.00	\$156.00
Adjustment to cap due to voter-approved projects and charges ²	\$9.31	\$6.20
Maximum tax that may be imposed under cap	\$155.31	\$162.20

TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY

TAXING AUTHORITY	TAX RATE 2013	TAX RATE 2014	TAX AMOUNT 2013	TAX AMOUNT 2014	TAX DIFFERENCE 2013-2014	PERCENT DIFFERENCE
AIRPORT	0.0000	0.0345	\$0.00	\$2.69	\$2.69	0.00%
CITY OR TOWN	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
COUNTY	0.6731	0.7058	\$49.14	\$55.06	\$5.92	12.05%
LIBRARY	0.3227	0.3309	\$23.56	\$25.81	\$2.25	9.55%
REDEV. DIST.	0.0330	0.0000	\$2.41	\$0.00	(\$2.41)	(100.00%)
SCHOOL	0.9306	0.9413	\$67.93	\$73.43	\$5.50	8.10%
TOWNSHIP	0.1580	0.2213	\$11.53	\$17.26	\$5.73	49.70%
TRANSP0	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
TOTAL	2.1174	2.2338	\$154.57	\$174.25	\$19.68	12.73%

TABLE 4: OTHER CHARGES/ADJUSTMENTS TO THIS PROPERTY

LEVYING AUTHORITY	2013	2014	% Change
Stock Heston (31)	\$5.00	\$5.00	0.0%
Yellow River (126)	\$0.00	\$0.00	

TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY³

TYPE OF DEDUCTION	2013	2014
-------------------	------	------

TOTAL ADJUSTMENTS \$5.00 \$5.00 0.0% **TOTAL DEDUCTIONS** \$0 \$0

1. The property tax cap is calculated separately for each class of property owned by the taxpayer. It is possible, therefore, that you may receive credit for the tax cap on line 4b even if your net property tax bill is lower than this amount.

2. Charges not subject to the property tax caps include property tax levies approved by voters through a referendum. In Lake County and St. Joseph County, this line also reflects debt obligations incurred prior to the creation of the property tax caps. When added to the base property tax cap amount for your property, this creates the effective tax cap rate. For more information, see the back of this document.

3. If any circumstances have changed that would make you ineligible for a deduction that you have been granted per Table 5 of this tax bill, you must notify the county auditor. If such a change in circumstances has occurred and you have not notified the county auditor, the deduction will be disallowed and you may be liable for taxes and penalties on the amount deducted.



TRACT 2

75

STATE FORM 53569 (R7 / 1-14)

TREASURER FORM TS-1A

APPROVED BY STATE BOARD OF ACCOUNTS, 2013

PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE IC 6-1.1-22-8.1

SPECIAL MESSAGE TO PROPERTY OWNER

Property taxes are constitutionally capped at 1% of property values for homesteads (owner-occupied), 2% for other residential property and farmland, and 3% for all other property.

TAXPAYER AND PROPERTY INFORMATION

Taxpayer Name RJ Newton Farms LLC 21320 Surface Ave Lakeville IN 46536-9542	Address 69610 U S 31 Lakeville IN 46536	Date of Notice 04/03/2014	Parcel Number 71-18-16-400-003.000-027	Taxing District 027 Union Township
Legal Description N 1/2 S 1/2 East Of Dixie Hwy Ex Rr Approx 103.67 Ac Sec 3-35-2e Mrl	Billed Mortgage Company	Duplicate Number 101393	Tax ID Number 019-1015-022602	Property Type Real



Spring installment due on or before May 12, 2014 and Fall installment due on or before November 10, 2014.

TABLE 1: SUMMARY OF YOUR TAXES

ASSESSED VALUE AND TAX SUMMARY	2013	2014
1a. Gross assessed value of homestead property	\$0	\$0
1b. Gross assessed value of other residential property and farmland	\$180,100	\$194,400
1c. Gross assessed value of all other property, including personal property	\$0	\$0
2. Equals total gross assessed value of property	\$180,100	\$194,400
2a. Minus deductions (see Table 5 below)	\$0	\$0
3. Equals subtotal of net assessed value of property	\$180,100	\$194,400
3a. Multiplied by your local tax rate	2.1174	2.2338
4. Equals gross tax liability (see Table 3 below)	\$3,813.43	\$4,342.52
4a. Minus local property tax credits	(\$264.23)	(\$378.12)
4b. Minus savings due to property tax cap (see Table 2 and footnotes below)	\$0.00	\$0.00
4c. Minus savings due to 65 years & older cap	\$0.00	\$0.00
5. Total property tax liability (See remittance coupon for total amount due)	\$3,549.20	\$3,964.40

Please see Table 4 for a summary of other charges to this property.

TABLE 2: PROPERTY TAX CAP INFORMATION

Property tax cap (1%, 2%, or 3% depending upon combination of property types) ¹	\$3,602.00	\$3,888.00
Adjustment to cap due to voter-approved projects and charges ²	\$229.81	\$154.40
Maximum tax that may be imposed under cap	\$3,831.81	\$4,042.40

TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY

TAXING AUTHORITY	TAX RATE 2013	TAX RATE 2014	TAX AMOUNT 2013	TAX AMOUNT 2014	TAX DIFFERENCE 2013-2014	PERCENT DIFFERENCE
AIRPORT	0.0000	0.0345	\$0.00	\$67.07	\$67.07	0.00%
CITY OR TOWN	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
COUNTY	0.6731	0.7058	\$1,212.25	\$1,372.08	\$159.83	13.18%
LIBRARY	0.3227	0.3309	\$581.18	\$643.27	\$62.09	10.68%
REDEV. DIST.	0.0330	0.0000	\$59.43	\$0.00	(\$59.43)	(100.00%)
SCHOOL	0.9306	0.9413	\$1,676.01	\$1,829.89	\$153.88	9.18%
TOWNSHIP	0.1580	0.2213	\$284.56	\$430.21	\$145.65	51.18%
TRANSP0	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
TOTAL	2.1174	2.2338	\$3,813.43	\$4,342.52	\$529.09	13.87%

TABLE 4: OTHER CHARGES / ADJUSTMENTS TO THIS PROPERTY

LEVYING AUTHORITY	2013	2014	% Change
Stock Heston (31)	\$100.76	\$100.76	0.0%
Yellow River (126)	\$0.00	\$0.00	

TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY³

TYPE OF DEDUCTION	2013	2014
TOTAL DEDUCTIONS	\$0	\$0

TOTAL ADJUSTMENTS \$100.76 \$100.76 0.0% **TOTAL DEDUCTIONS** \$0 \$0

- The property tax cap is calculated separately for each class of property owned by the taxpayer. It is possible, therefore, that you may receive credit for the tax cap on line 4b even if your net property tax bill is lower than this amount.
- Charges not subject to the property tax caps include property tax levies approved by voters through a referendum. In Lake County and St. Joseph County, this line also reflects debt obligations incurred prior to the creation of the property tax caps. When added to the base property tax cap amount for your property, this creates the effective tax cap rate. For more information, see the back of this document.
- If any circumstances have changed that would make you ineligible for a deduction that you have been granted per Table 5 of this tax bill, you must notify the county auditor. If such a change in circumstances has occurred and you have not notified the county auditor, the deduction will be disallowed and you may be liable for taxes and penalties on the amount deducted.



TRACT 2

STAT FORM 53569 (R7 / 1-14)

APPROVED BY STATE BOARD OF ACCOUNTS, 2013

TREASURER FORM TS-1A

PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE IC 6-1.1-22-8.1

5A

SPECIAL MESSAGE TO PROPERTY OWNER

Property taxes are constitutionally capped at 1% of property values for homesteads (owner-occupied), 2% for other residential property and farmland, and 3% for all other property.

TAXPAYER AND PROPERTY INFORMATION

Taxpayer Name RJ Newton Farms LLC 21320 Surface Ave Lakeville IN 46536-9542	Address VI Abandoned Railroad Sec 3mrl -35-2e Lakeville IN 46536	Date of Notice 04/03/2014	Parcel Number 71-18-16-400-006.000-027	Taxing District 027 Union Township
Legal Description 3.00 Ac Tract Lvg In Part N 1/2 S 1/2 Sec 3 M.r.1 T35 R2e	Billed Mortgage Company	Duplicate Number 101395	Tax ID Number 019-1015-022605	Property Type Real



Spring installment due on or before May 12, 2014 and Fall installment due on or before November 10, 2014.

TABLE 1: SUMMARY OF YOUR TAXES

ASSESSED VALUE AND TAX SUMMARY	2013	2014
1a. Gross assessed value of homestead property	\$0	\$0
1b. Gross assessed value of other residential property and farmland	\$1,900	\$2,100
1c. Gross assessed value of all other property, including personal property	\$0	\$0
2. Equals total gross assessed value of property	\$1,900	\$2,100
2a. Minus deductions (see Table 5 below)	\$0	\$0
3. Equals subtotal of net assessed value of property	\$1,900	\$2,100
3a. Multiplied by your local tax rate	2.1174	2.2338
4. Equals gross tax liability (see Table 3 below)	\$40.23	\$46.92
4a. Minus local property tax credits	(\$2.79)	(\$4.08)
4b. Minus savings due to property tax cap (see Table 2 and footnotes below)	\$0.00	\$0.00
4c. Minus savings due to 65 years & older cap	\$0.00	\$0.00
5. Total property tax liability (See remittance coupon for total amount due)	\$37.44	\$42.84

Please see Table 4 for a summary of other charges to this property.

TABLE 2: PROPERTY TAX CAP INFORMATION

Property tax cap (1%, 2%, or 3% depending upon combination of property types) ¹	\$38.00	\$42.00
Adjustment to cap due to voter-approved projects and charges ²	\$2.42	\$1.67
Maximum tax that may be imposed under cap	\$40.42	\$43.67

TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY

TAXING AUTHORITY	TAX RATE 2013	TAX RATE 2014	TAX AMOUNT 2013	TAX AMOUNT 2014	TAX DIFFERENCE 2013-2014	PERCENT DIFFERENCE
AIRPORT	0.0000	0.0345	\$0.00	\$0.72	\$0.72	0.00%
CITY OR TOWN	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
COUNTY	0.6731	0.7058	\$12.79	\$14.82	\$2.03	15.87%
LIBRARY	0.3227	0.3309	\$6.13	\$6.95	\$0.82	13.38%
REDEV. DIST.	0.0330	0.0000	\$0.63	\$0.00	(\$0.63)	(100.00%)
SCHOOL	0.9306	0.9413	\$17.68	\$19.78	\$2.10	11.88%
TOWNSHIP	0.1580	0.2213	\$3.00	\$4.65	\$1.65	55.00%
TRANSP0	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
TOTAL	2.1174	2.2338	\$40.23	\$46.92	\$6.69	16.63%

TABLE 4: OTHER CHARGES/ADJUSTMENTS TO THIS PROPERTY

LEVYING AUTHORITY	2013	2014	% Change
Stock Heston (31)	\$5.00	\$5.00	0.0%
Yellow River (126)	\$0.00	\$0.00	

TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY¹

TYPE OF DEDUCTION	2013	2014
TOTAL DEDUCTIONS	\$0	\$0

TOTAL ADJUSTMENTS **\$5.00** \$5.00 0.0% TOTAL DEDUCTIONS \$0 \$0

- The property tax cap is calculated separately for each class of property owned by the taxpayer. It is possible, therefore, that you may receive credit for the tax cap on line 4b even if your net property tax bill is lower than this amount.
- Charges not subject to the property tax caps include property tax levies approved by voters through a referendum. In Lake County and St. Joseph County, this line also reflects debt obligations incurred prior to the creation of the property tax caps. When added to the base property tax cap amount for your property, this creates the effective tax cap rate. For more information, see the back of this document.
- If any circumstances have changed that would make you ineligible for a deduction that you have been granted per Table 5 of this tax bill, you must notify the county auditor. If such a change in circumstances has occurred and you have not notified the county auditor, the deduction will be disallowed and you may be liable for taxes and penalties on the amount deducted.



TRACT 3

STATE FORM 53569 (R7 / 1-14)

TREASURER FORM TS-1A

APPROVED BY STATE BOARD OF ACCOUNTS, 2013

PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE IC 6-1.1-22-8.1

#4

SPECIAL MESSAGE TO PROPERTY OWNER

Property taxes are constitutionally capped at 1% of property values for homesteads (owner-occupied), 2% for other residential property and farmland, and 3% for all other property.

TAXPAYER AND PROPERTY INFORMATION

Taxpayer Name RJ Newton Farms LLC 21320 1/2 Surface Ave Lakeville IN 46536	Address 65558 U S 31 Lakeville IN 46536	Date of Notice 04/03/2014	Parcel Number 71-13-26-326-001.000-027	Taxing District 027 Union Township
Legal Description Mid Pt S End Ne Of Rd Ex Cemetery & Ex 170.6' X 320' W End & Ex 3.404 Ac Tr 320' E Of W End & Mid Pt N	Billed Mortgage Company Billed Mortgage Company	Duplicate Number 101794	Tax ID Number 019-1033-0470	Property Type Real



Spring installment due on or before May 12, 2014 and Fall installment due on or before November 10, 2014.

TABLE 1: SUMMARY OF YOUR TAXES

ASSESSED VALUE AND TAX SUMMARY	2013	2014
1a. Gross assessed value of homestead property	\$0	\$0
1b. Gross assessed value of other residential property and farmland	\$157,700	\$170,200
1c. Gross assessed value of all other property, including personal property	\$20,600	\$224,000
2. Equals total gross assessed value of property	\$178,300	\$394,200
2a. Minus deductions (see Table 5 below)	\$0	\$0
3. Equals subtotal of net assessed value of property	\$178,300	\$394,200
3a. Multiplied by your local tax rate	2.1174	2.2338
4. Equals gross tax liability (see Table 3 below)	\$3,775.32	\$8,805.63
4a. Minus local property tax credits	(\$261.58)	(\$766.75)
4b. Minus savings due to property tax cap (see Table 2 and footnotes below)	\$0.00	\$0.00
4c. Minus savings due to 65 years & older cap	\$0.00	\$0.00
5. Total property tax liability (See remittance coupon for total amount due)	\$3,513.74	\$8,038.88

Please see Table 4 for a summary of other charges to this property.

TABLE 2: PROPERTY TAX CAP INFORMATION

Property tax cap (1%, 2%, or 3% depending upon combination of property types) ¹	\$3,772.00	\$10,124.00
Adjustment to cap due to voter-approved projects and charges ²	\$227.51	\$313.09
Maximum tax that may be imposed under cap	\$3,999.51	\$10,437.09

TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY

TAXING AUTHORITY	TAX RATE 2013	TAX RATE 2014	TAX AMOUNT 2013	TAX AMOUNT 2014	TAX DIFFERENCE 2013-2014	PERCENT DIFFERENCE
AIRPORT	0.0000	0.0345	\$0.00	\$136.00	\$136.00	0.00%
CITY OR TOWN	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
COUNTY	0.6731	0.7058	\$1,200.14	\$2,782.26	\$1,582.12	131.83%
LIBRARY	0.3227	0.3309	\$575.37	\$1,304.41	\$729.04	126.71%
REDEV. DIST.	0.0330	0.0000	\$58.84	\$0.00	(\$58.84)	(100.00%)
SCHOOL	0.9306	0.9413	\$1,659.26	\$3,710.60	\$2,051.34	123.63%
TOWNSHIP	0.1580	0.2213	\$281.71	\$872.36	\$590.65	209.67%
TRANSP0	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
TOTAL	2.1174	2.2338	\$3,775.32	\$8,805.63	\$5,030.31	133.24%

TABLE 4: OTHER CHARGES / ADJUSTMENTS TO THIS PROPERTY

LEVYING AUTHORITY	2013	2014	% Change
Shidler Hoffman (15)	\$121.30	\$121.30	0.0%
Shidler Lateral To Heston	\$63.16	\$63.16	0.0%
Yellow River (126)	\$0.00	\$0.00	

TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY³

TYPE OF DEDUCTION	2013	2014
TOTAL ADJUSTMENTS	\$184.46	\$184.46
TOTAL DEDUCTIONS	\$0	\$0

1. The property tax cap is calculated separately for each class of property owned by the taxpayer. It is possible, therefore, that you may receive credit for the tax cap on line 4b even if your net property tax bill is lower than this amount.

2. Charges not subject to the property tax caps include property tax levies approved by voters through a referendum. In Lake County and St. Joseph County, this line also reflects debt obligations incurred prior to the creation of the property tax caps. When added to the base property tax cap amount for your property, this creates the effective tax cap rate. For more information, see the back of this document.

3. If any circumstances have changed that would make you ineligible for a deduction that you have been granted per Table 5 of this tax bill, you must notify the county auditor. If such a change in circumstances has occurred and you have not notified the county auditor, the deduction will be disallowed and you may be liable for taxes and penalties on the amount deducted.



TRACTS 3&4

STATE FORM 53569 (R7/1-14)
APPROVED BY STATE BOARD OF ACCOUNTS, 2013

TREASURER FORM TS-1A
PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE IC 6-1.1-22-8.1

#94

SPECIAL MESSAGE TO PROPERTY OWNER

Property taxes are constitutionally capped at 1% of property values for homesteads (owner-occupied), 2% for other residential property and farmland, and 3% for all other property.

TAXPAYER AND PROPERTY INFORMATION

Taxpayer Name RJ Newton Farms LLC 21320 1/2 Surface Ave Lakeville IN 46536	Address 65600 U S 31 Lakeville IN 46536	Date of Notice 04/03/2014	Parcel Number 71-13-26-326-002.000-027	Taxing District 027 Union Township
Legal Description Lot 1 Newton's US 31 So Minor Sub NP #069 11-4-10	Billed Mortgage Company	Duplicate Number 23708107	Tax ID Number 019-1033-047003	Property Type Real



Spring installment due on or before May 12, 2014 and Fall installment due on or before November 10, 2014.

TABLE 1: SUMMARY OF YOUR TAXES

ASSESSED VALUE AND TAX SUMMARY	2013	2014
1a. Gross assessed value of homestead property	\$0	\$0
1b. Gross assessed value of other residential property and farmland	\$7,400	\$7,400
1c. Gross assessed value of all other property, including personal property	\$0	\$0
2. Equals total gross assessed value of property	\$7,400	\$7,400
2a. Minus deductions (see Table 5 below)	\$0	\$0
3. Equals subtotal of net assessed value of property	\$7,400	\$7,400
3a. Multiplied by your local tax rate	2.1174	2.2338
4. Equals gross tax liability (see Table 3 below)	\$156.70	\$165.31
4a. Minus local property tax credits	(\$10.86)	(\$14.39)
4b. Minus savings due to property tax cap (see Table 2 and footnotes below)	\$0.00	\$0.00
4c. Minus savings due to 65 years & older cap	\$0.00	\$0.00
5. Total property tax liability (See remittance coupon for total amount due)	\$145.84	\$150.92

Please see Table 4 for a summary of other charges to this property.

TABLE 2: PROPERTY TAX CAP INFORMATION

Property tax cap (1%, 2%, or 3% depending upon combination of property types) ¹	\$148.00	\$148.00
Adjustment to cap due to voter-approved projects and charges ²	\$9.44	\$5.88
Maximum tax that may be imposed under cap	\$157.44	\$153.88

TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY

TAXING AUTHORITY	TAX RATE 2013	TAX RATE 2014	TAX AMOUNT 2013	TAX AMOUNT 2014	TAX DIFFERENCE 2013-2014	PERCENT DIFFERENCE
AIRPORT	0.0000	0.0345	\$0.00	\$2.55	\$2.55	0.00%
CITY OR TOWN	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
COUNTY	0.6731	0.7058	\$49.81	\$52.23	\$2.42	4.86%
LIBRARY	0.3227	0.3309	\$23.88	\$24.49	\$0.61	2.55%
REDEV. DIST.	0.0330	0.0000	\$2.44	\$0.00	(\$2.44)	(100.00%)
SCHOOL	0.9306	0.9413	\$68.88	\$69.66	\$0.78	1.13%
TOWNSHIP	0.1580	0.2213	\$11.69	\$16.38	\$4.69	40.12%
TRANSPO	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
TOTAL	2.1174	2.2338	\$156.70	\$165.31	\$8.61	5.49%

TABLE 4: OTHER CHARGES / ADJUSTMENTS TO THIS PROPERTY

LEVYING AUTHORITY	2013	2014	% Change
Shidler Lateral To Heston	\$12.50	\$12.50	0.0%
Yellow River (126)	\$0.00	\$0.00	

TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY³

TYPE OF DEDUCTION	2013	2014
TOTAL ADJUSTMENTS	\$12.50	\$12.50
TOTAL DEDUCTIONS	\$0	\$0

1. The property tax cap is calculated separately for each class of property owned by the taxpayer. It is possible, therefore, that you may receive credit for the tax cap on line 4b even if your net property tax bill is lower than this amount.

2. Charges not subject to the property tax caps include property tax levies approved by voters through a referendum. In Lake County and St. Joseph County, this line also reflects debt obligations incurred prior to the creation of the property tax caps. When added to the base property tax cap amount for your property, this creates the effective tax cap rate. For more information, see the back of this document.

3. If any circumstances have changed that would make you ineligible for a deduction that you have been granted per Table 5 of this tax bill, you must notify the county auditor. If such a change in circumstances has occurred and you have not notified the county auditor, the deduction will be disallowed and you may be liable for taxes and penalties on the amount deducted.



TRACTS 5-8

STATE FORM 53569 (R7 / 1-14)
APPROVED BY STATE BOARD OF ACCOUNTS, 2013

TREASURER FORM TS-1A #3
PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE IC 6-1.1-22-8.1

SPECIAL MESSAGE TO PROPERTY OWNER

Property taxes are constitutionally capped at 1% of property values for homesteads (owner-occupied), 2% for other residential property and farmland, and 3% for all other property.

TAXPAYER AND PROPERTY INFORMATION

Taxpayer Name RJ Newton Farms LLC 21320 Surface Ave Lakeville IN 46536-9542	Address 65345 Maple Road Lakeville IN 46536	Date of Notice 04/03/2014	Parcel Number 71-13-28-200-005.000-027	Taxing District 027 Union Township
Legal Description 127.6 ac in NE 1/4 beg 1860.54' W NE cor also in N Pt E1/2 SE 1/4	Billed Mortgage Company	Duplicate Number 101876	Tax ID Number 019-1035-051101	Property Type Real

Spring installment due on or before May 12, 2014 and Fall installment due on or before November 10, 2014.

TABLE 1: SUMMARY OF YOUR TAXES

ASSESSED VALUE AND TAX SUMMARY	2013	2014
1a. Gross assessed value of homestead property	\$0	\$0
1b. Gross assessed value of other residential property and farmland	\$232,000	\$170,400
1c. Gross assessed value of all other property, including personal property	\$3,800	\$2,000
2. Equals total gross assessed value of property	\$235,800	\$172,400
2a. Minus deductions (see Table 5 below)	\$0	\$0
3. Equals subtotal of net assessed value of property	\$235,800	\$172,400
3a. Multiplied by your local tax rate	2.1174	2.2338
4. Equals gross tax liability (see Table 3 below)	\$4,992.82	\$3,851.07
4a. Minus local property tax credits	(\$345.94)	(\$335.33)
4b. Minus savings due to property tax cap (see Table 2 and footnotes below)	\$0.00	\$0.00
4c. Minus savings due to 65 years & older cap	\$0.00	\$0.00
5. Total property tax liability (See remittance coupon for total amount due)	\$4,646.88	\$3,515.74

Please see Table 4 for a summary of other charges to this property.

TABLE 2: PROPERTY TAX CAP INFORMATION

Property tax cap (1%, 2%, or 3% depending upon combination of property types) ¹	\$4,754.00	\$3,468.00
Adjustment to cap due to voter-approved projects and charges ²	\$300.88	\$136.93
Maximum tax that may be imposed under cap	\$5,054.88	\$3,604.93

TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY

TAXING AUTHORITY	TAX RATE 2013	TAX RATE 2014	TAX AMOUNT 2013	TAX AMOUNT 2014	TAX DIFFERENCE 2013-2014	PERCENT DIFFERENCE
AIRPORT	0.0000	0.0345	\$0.00	\$59.48	\$59.48	0.00%
CITY OR TOWN	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
COUNTY	0.6731	0.7058	\$1,587.17	\$1,216.80	(\$370.37)	(23.34%)
LIBRARY	0.3227	0.3309	\$760.93	\$570.47	(\$190.46)	(25.03%)
REDEV. DIST.	0.0330	0.0000	\$77.81	\$0.00	(\$77.81)	(100.00%)
SCHOOL	0.9306	0.9413	\$2,194.35	\$1,622.80	(\$571.55)	(26.05%)
TOWNSHIP	0.1580	0.2213	\$372.56	\$381.52	\$8.96	2.40%
TRANSPO	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
TOTAL	2.1174	2.2338	\$4,992.82	\$3,851.07	(\$1,141.75)	(22.87%)

TABLE 4: OTHER CHARGES / ADJUSTMENTS TO THIS PROPERTY

LEVYING AUTHORITY	2013	2014	% Change
Upper Heston (32)	\$0.00	\$0.00	
Yellow River (126)	\$0.00	\$0.00	

TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY²

TYPE OF DEDUCTION	2013	2014
TOTAL ADJUSTMENTS	\$0.00	\$0.00
TOTAL DEDUCTIONS	\$0	\$0

1. The property tax cap is calculated separately for each class of property owned by the taxpayer. It is possible, therefore, that you may receive credit for the tax cap on line 4b even if your net property tax bill is lower than this amount.

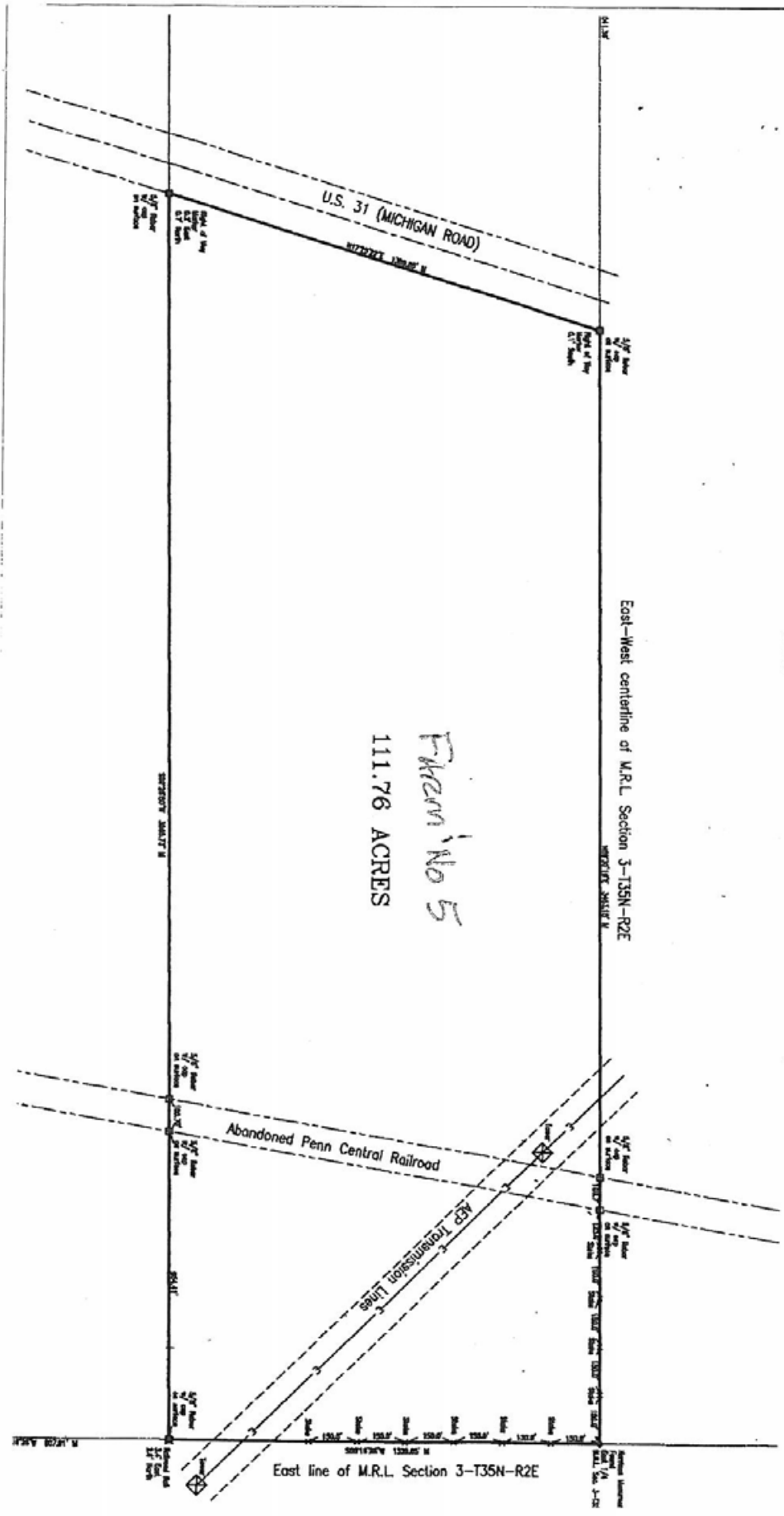
2. Charges not subject to the property tax caps include property tax levies approved by voters through a referendum. In Lake County and St. Joseph County, this line also reflects debt obligations incurred prior to the creation of the property tax caps. When added to the base property tax cap amount for your property, this creates the effective tax cap rate. For more information, see the back of this document.

3. If any circumstances have changed that would make you ineligible for a deduction that you have been granted per Table 5 of this tax bill, you must notify the county auditor. If such a change in circumstances has occurred and you have not notified the county auditor, the deduction will be disallowed and you may be liable for taxes and penalties on the amount deducted.



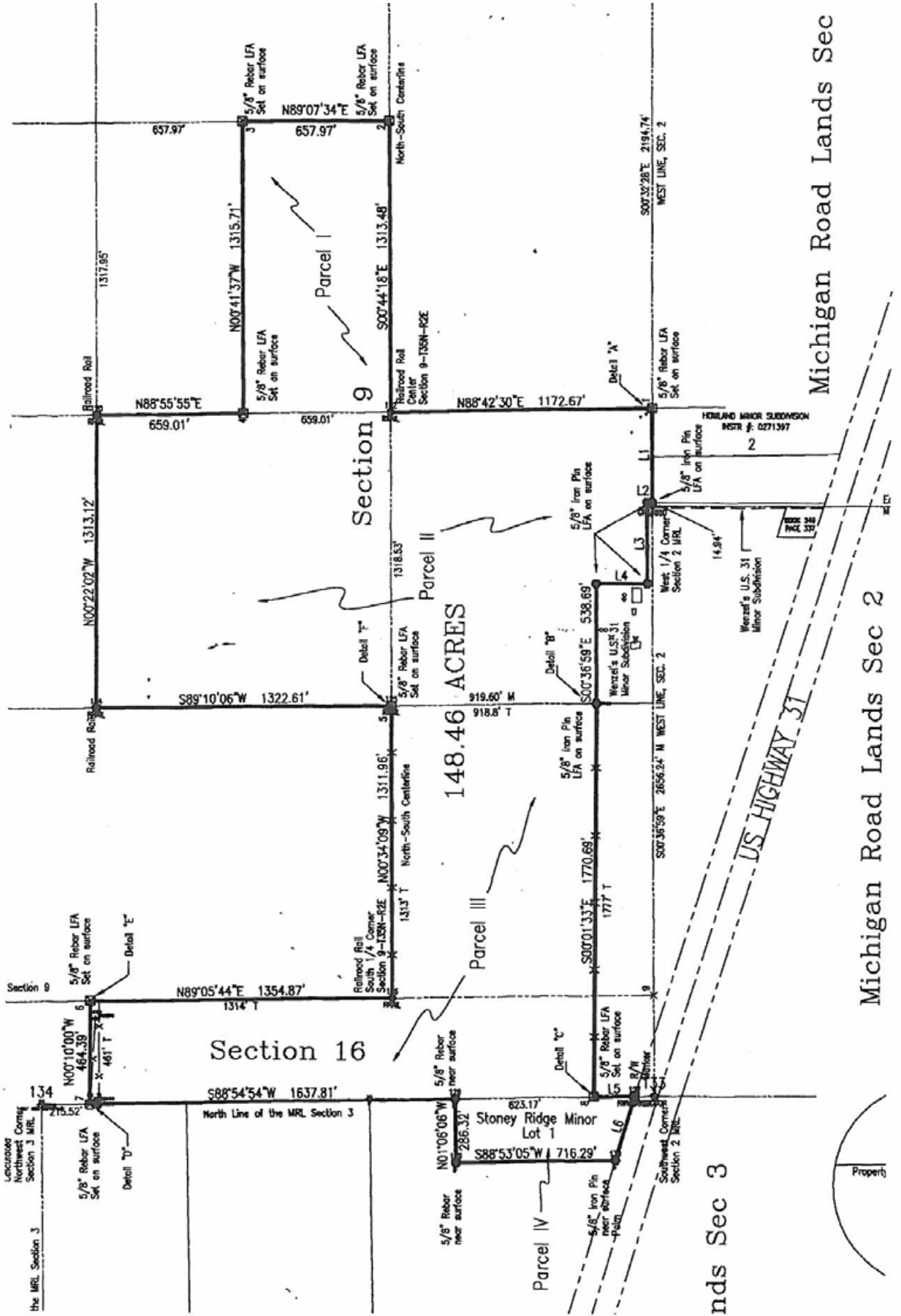
SURVEYS

TRACT 1 SURVEY



TRACT 2 SURVEY

FARM No. 6



Michigan Road Lands Sec

Michigan Road Lands Sec 2

nds Sec 3

Property

TRACT 4 PRELIMINARY SURVEY

(Plymouth - Hwy MacIntosh Idot)

574-936-4057

AREA BOARD OF ZONING APPEALS

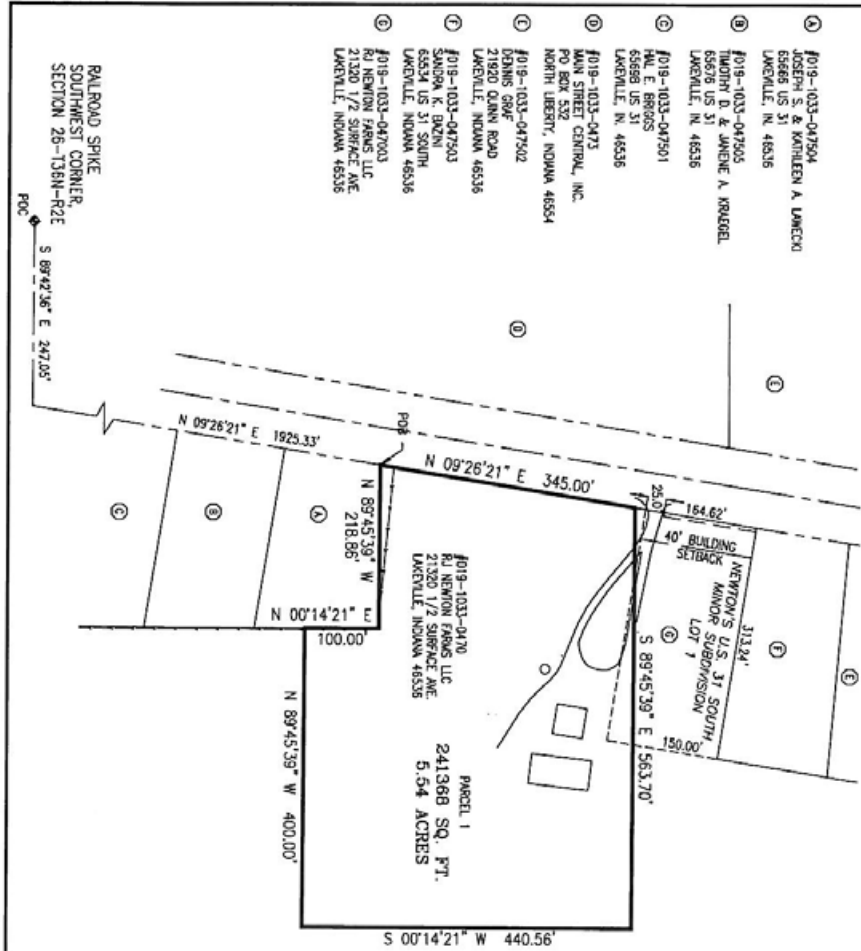
PART OF SECTION 26, TOWNSHIP 36 NORTH,
RANGE 2 EAST, UNION TOWNSHIP, ST. JOSEPH COUNTY, INDIANA

FOR:
RJ NEWTON FARMS, LLC
21320 1/2 SURFACE AVE.
LAKEVILLE, INDIANA 46536
C/O SCOTT MERRILL

LEGEND
◆ SECTION CORNER

PROPERTY ADDRESS
VARiances REQUESTED

INSERT GRAPH AFTER SCALING



LEGAL DESCRIPTION:

Lang, Feeney & Associates, Inc.
715 S. Michigan Street
South Bend, Indiana 46801
Phone (574) 233-1841

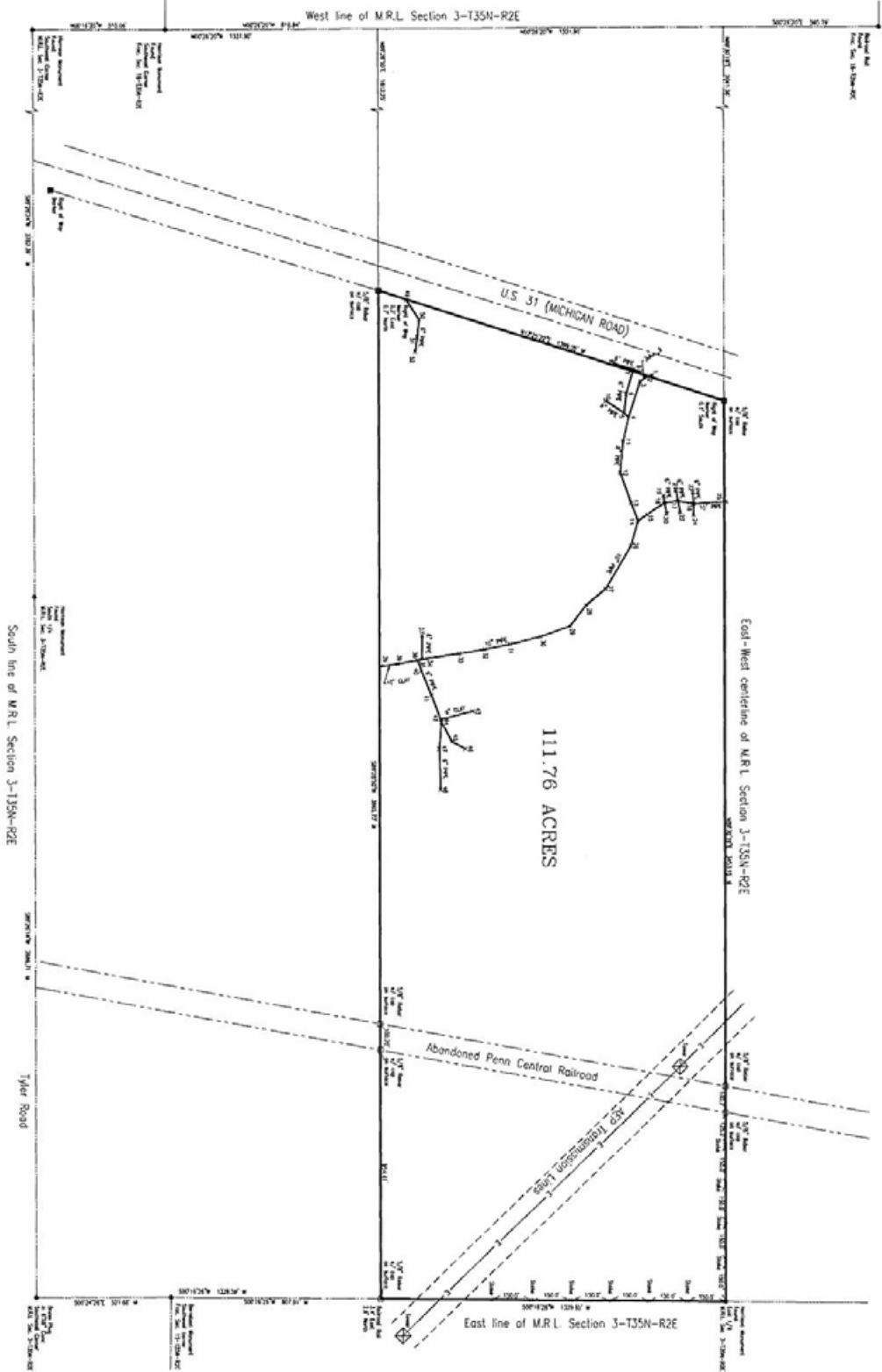
Land Surveyors • Soil Scientists

Scale	1" = 1'	Drawn	KAW
Date	-	Job Name	BZA
Rev.	-	Job No.	-

TILE MAPS

TRACT 1 - TILE MAP

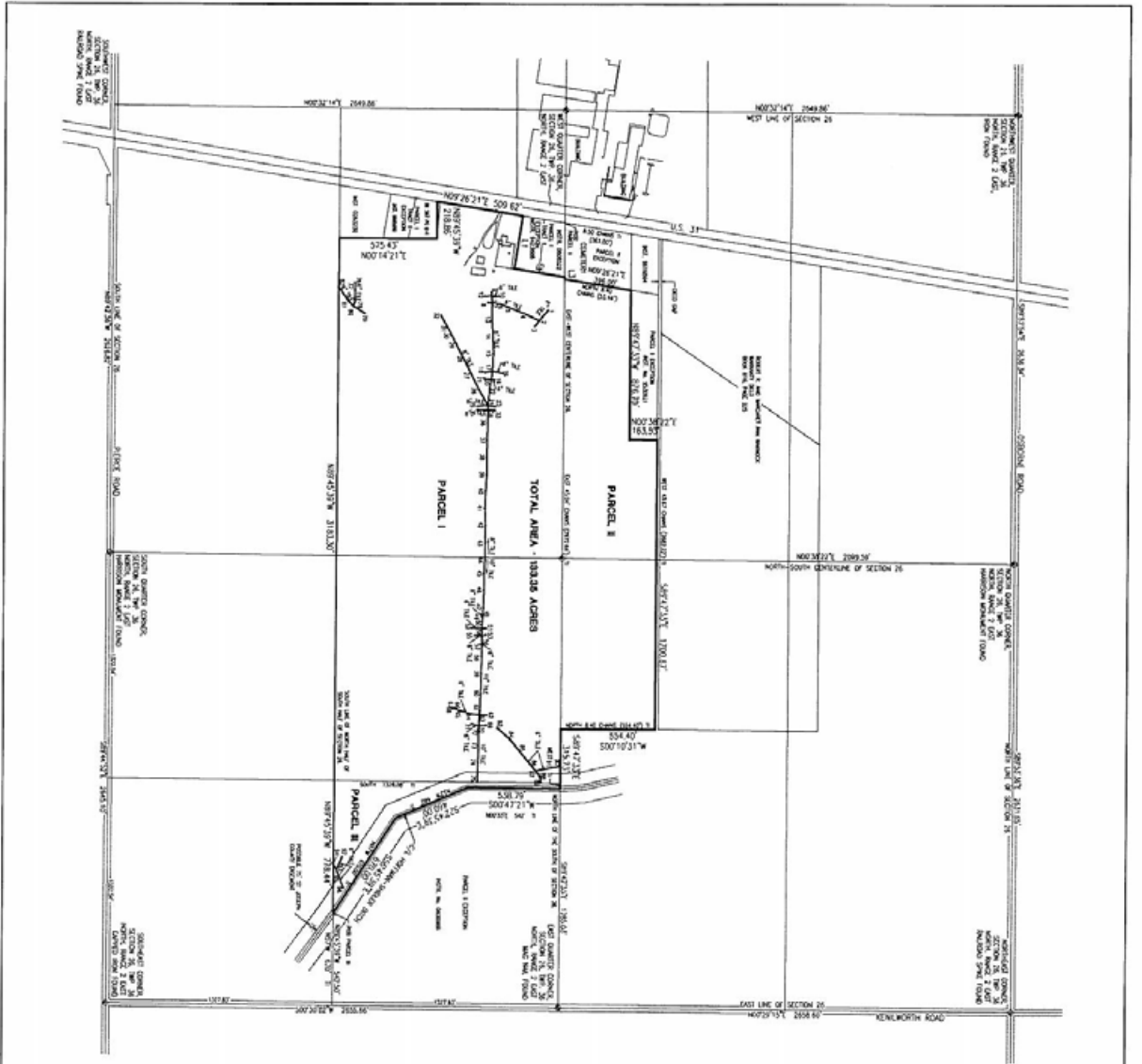
DRAINAGE TILE
 PART OF THE SOUTH HALF OF THE MICHIGAN SOIL LANDS,
 SECTION 3, TOWNSHIP 33 NORTH, RANGE 7 EAST,
 LAMON TOWNSHIP, ST. CECILIA COUNTY, MICHIGAN
 8.7 ACRES
 R.J. AMERICAN FARM, LLC



Station	Bearing	Distance	Notes
1	N 89° 15' 00" E	1.00	Start of Main Line
2	N 89° 15' 00" E	1.00	
3	N 89° 15' 00" E	1.00	
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LFA Leary, Feary & Associates, Inc.
 1000 South Park Road
 Suite 200
 Southfield, Michigan 48033
 Phone (313) 233-1841
 Fax (313) 233-1841
 Email info@lfa.com
 Website www.lfa.com

TRACT 3 - TILE MAP

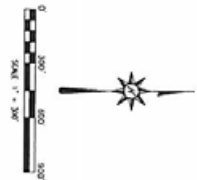


UTM ZONE 18TUM
Easting 612140
Northing 6178100

Parcel	Area (Acres)	Owner/Description
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DRAINAGE TILE
 PART OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST
 UNION TOWNSHIP, ST. JOSEPH COUNTY, INDIANA
 RJ NEWTON FARMS, LLC
 FRM NO. 4

LFA Long Farmer & Associates, Inc.
 175 S. Kemper Street
 Suite 200
 Ellettsville, IN 47420
 Phone: 317-733-1234
 Fax: 317-733-1235
 Email: info@lfa.com



GRAIN SYSTEM

TRACT 4

PIT



355 North Tomahawk Trail - Nappanee, Indiana 46550
Phone: (574) 773-7737 - FAX (574) 773-7707

Selling Directly To User.

SELLING TO THIRD PARTY LESSOR.
(Both Sections Are to be filled in below.)

Proposal Submitted to: RJ NEWTON FARMS LLC			Third Party Lessor Name:	
Bob Newton 21320 1/2 SURFACE AVE.				
Street P.O. BOX 449 LAKEVILLE, IN 46536			Street	
City, State and Zip Code			City, State and Zip Code	
Phone Number	Social Security Number	Date	Phone Number	Person To Contact
		3/29/2010		
We hereby submit specifications and estimates for:				
1- Honeyville 16" curved incline drag conveyor, 6000 bph Galvanized construction 12ga. Hopper and sidewalls, 10ga. Bottom UHMW paddles, 81X chain				
2- 9'6" hopper				
2- 4'x 10' heavy duty pit grate				
2- Rubber pit cover				
1- 30' trunking extension				
1- 307 gear drive kit				
1- 15hp 3 phase motor				
4- Brace kits				
1- Steel to cover pit area around grating				
1- Labor to install				
Not included: electrical, <u>foundation</u>				
(Page 1 of 14 Pages)				
We propose to furnish the above for the sum of:				

AUTHORIZED SIGNATURE (SELLER) Kevin Hardy

DATE 3/29/10

NOTE: This proposal may be withdrawn by us if not accepted within 60 days.

Payment to be made as follows:

SELLING DIRECTLY TO USER: Cash on execution of this contract. Balance of materials upon delivery to HGE. Balance of labor due upon completion.

ALL SALES TAX IS AN ADDITIONAL AMOUNT. All applicable sales tax is an additional amount and not included in the sales price above. If the items are to be used for a tax exempt purpose the exemption certificate must be signed below:

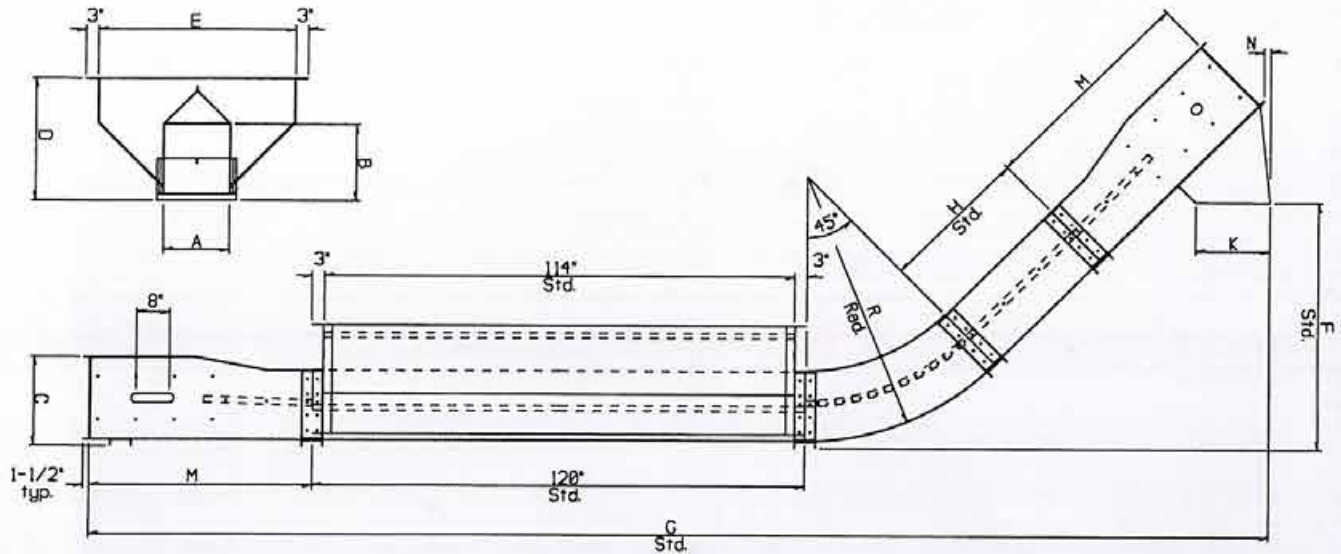
I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE PERSONAL PROPERTY PURCHASED BY THE USE OF THIS EXEMPTION CERTIFICATE WILL BE DIRECTLY USED IN THE DIRECT PRODUCTION OF AGRICULTURAL PRODUCTS FOR RESALE.

SIGNATURE _____

THIS DOCUMENT CONTINUES ON THE BACK PAGE OF THIS SHEET AND BUYER MUST SIGN AT THE BOTTOM OF SUCH BACK PAGE.

PIT

SPECIFICATIONS



Dimensions are in inches

Model	A	B	C	D	E	F	G	H	K	M	N	R
HD-F13IC	13	18-3/4	22	30	48	60-5/8	286-3/4	36	18	54-1/4	1-5/8	65
HD-F16IC	16	18-3/4	22	30	48	60-5/8	286-3/4	36	18	54-1/4	1-5/8	65



Smooth Self-Cleaning Slopes Inside Pit Hopper



Top Mounted Torque Arm
Gear Box Drive w/Motor Mount

Manufactured by

HMI
HOCHSTETTER GRAIN EQUIPMENT, INC.
355 NORTH TOMAHAWK TRAIL
NAPPANEE, IN 46550-9361
PHONE: (219) 773-7737
FAX: (219) 773-7701

Honeyville

GENTL-FLOW

45° Incline Drag Conveyor



Ten Different Bushel Per Hour Capacities



PIT

Honeyville

GENTL-FLOW



-TYPICAL-

Incline Pit Conveyor Feeding Elevator Boot Above Grade

Features

- ❑ All Galvanized Bolt
- ❑ Heavy Duty Steel C
- Attachments – Bolt
- ❑ 4' x 9'6" Drive over
- ❑ More Bu. Per Hour



PIT HOPPER REQUIRES O
BELOW TOP OF CONCRET



Screw Type Take-up Assembly on Intake End,
with Bearings mounted to meet OSHA Standards



Smooth Self-Cleaning slope
Easy to adjust Flow Control

INCLINE DRAG CONVEYOR

ring

ed Construction

Chain with Welded Steel
on UHMW Paddles

Pit Hopper

-- Less H.P.



-FLUSH MOUNT-
Heavy Wall Pipe Pit Grate

ONLY 37" DEPTH
E DRIVE-OVER.



es Inside Pit Hopper,
on each end of Hopper.



Large 65" Radius on 45 Degree Incline Elbow to
Discharge Head.

BUCKET ELEVATORS



355 North Tomahawk Trail - Nappanee, Indiana 46550
 Phone: (574) 773-7737 - FAX (574) 773-7707

Selling Directly To User.

SELLING TO THIRD PARTY LESSOR.
 (Both Sections Are to be filled in below.)

Proposal Submitted to: RJ NEWTON FARMS LLC			Third Party Lessor Name:	
Bob Newton 21320 1/2 SURFACE AVE.				
Street P.O. BOX 449 LAKEVILLE, IN 46536			Street	
City, State and Zip Code			City, State and Zip Code	
Phone Number	Social Security Number	Date	Phone Number	Person To Contact
		3/29/2010		

We hereby submit specifications and estimates for:

- 1- Honeyville model 54-36 bucket elevator, 6000 bph, 129' discharge height
 - All galvanized construction
 - 10ga. Head section, 7ga. Boot section
 - 13"x 6" plastic cups
- 1- Discharge adaptor
- 1- Main service platform
- 1- 10"x 10hole swing-flow distributor, double inlet, cable controlled
- 1- 315SM gear drive kit
- 1- 40hp 3 phase TEFC motor
- 1- Expanded boot hopper

- Honeyville model 43-24 bucket elevator, 3000 bph, 129' discharge height
 - All galvanized construction
 - 12ga. Head section, 10ga. Boot section
 - 9"x 5" plastic cups
- 1- Discharge adaptor
- 1- Main service platform
- 1- 215SM gear drive kit
- 1- 20hp 3 phase TEFC motor
- 1- Expanded boot hopper

- 1- Crane rental
- 1- Labor to erect bucket elevators and spouts

Not included: electrical, concrete foundation

(Page 2 of 14 Pages)

We propose to furnish the above for the sum of:

AUTHORIZED SIGNATURE (SELLER) *Ken Hendry* DATE 3/29/10

NOTE: This proposal may be withdrawn by us if not accepted within days.

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SIGNATURE _____

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Honeyville

DISTRIBUTOR Features



Hinged Door for Cleaning and Maintenance



Hot Dipped Galvanized Body



Brush on Swing Spout to Reduce Dust Buildup



Urethane Lining for Extended Wear



Internal Parts Bolted Together for Easy Replacement



Positive Locking Stainless Steel Index Plate



Spring Tensioned Latch Mechanism

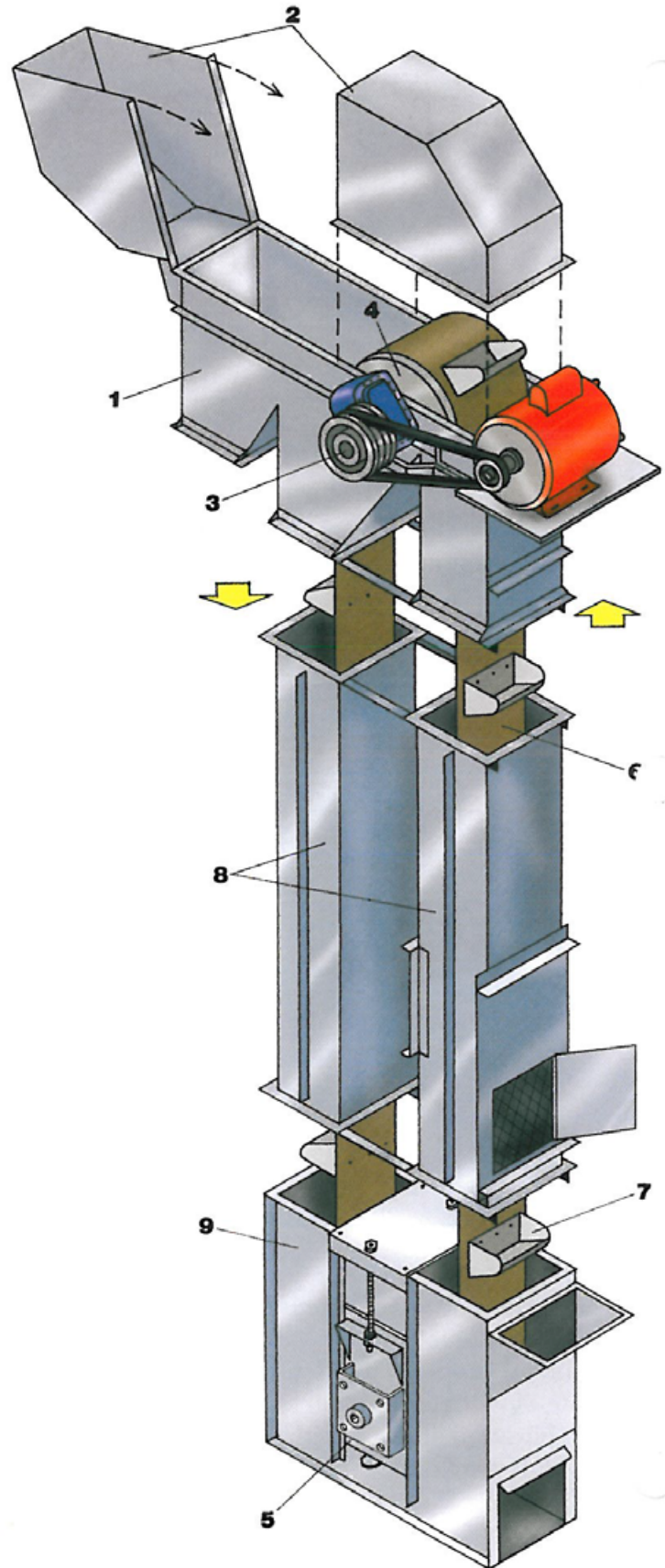
BUCKET ELEVATORS

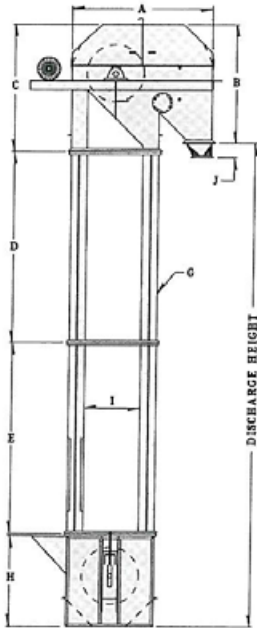
HONEYVILLE SERIES

Honeyville Bucket Elevators feature Heavy-Duty components jig welded for easy assembly. All pieces are Galvanized for durable finish and long, maintenance free life.

The Honeyville design provides the ideal grain discharge for least wear based on honestly rated capacities.

1. **Head** – Heavy-duty construction designed for clean discharge. All Galvanized.
2. **Head Cover** – Hinged for ease in Servicing Head.
3. **Shaft Mounted** – Gear Reducer, easily adjustable Tork Arm. Quality Belts and Drive Sheaves.
4. **Head Pulley** – Taper Bushed, Crowned Rubber Lagged for maximum traction.
5. **Bearings** – High quality, Heavy Duty Bearings, easy maintenance for longer life.
6. **Belt** – High strength PVC Belt for minimal stretch, impregnated solid carcass, prepunched for easy Cup mounting.
7. **Cups** – High Quality Metal or Polyethylene, Type CC High Capacity design.
8. **Legging** – Twin box construction. Heavy gauge Galvanized steel. Double seam, jig welded for perfect alignment, Inspection section features easy access to Belt and Cups through Inspection Doors.
9. **Boot** – Heavy gauge Galvanized steel. Easy to adjust take-ups for Boot Pulley. High or Low Hopper position. Hand Slide Clean-out Gates.





Dry/out *wet/IN*

HONEYVILLE BUCKET ELEVATOR SPECIFICATIONS

MODEL:	24-10	34-14	43-24	48-30	54-36	60-36	66-42
Maximum Capacity	800	1,500	3,000	4,300	5,700	7,000	15,000
Head,	10"	14"	24"	30"	36"	36"	42"
Boot Pulley	10"	14"	24"	30"	36"	36"	42"
Cup Size	5" x 4"	6" x 5"	9" x 5"	10" x 6"	12" x 6"	16" x 7"	18" x 8"
A	34-1/4"	40-1/4"	61-1/4"	75-1/4"	88-1/2"	92-1/2"	110"
B	25"	35-1/2"	56-3/8"	70-1/2"	74-3/4"	74-1/4"	95-5/8"
C	25"	38"	58-7/8"	73"	80-1/4"	80"	95-5/8"
D	120"	120"	120"	120"	120"	120"	120"
E	120" or 60"	120" or 60"	120" or 60"	120" or 60"	120" or 60"	120" or 60"	120" or 60"
F	23-1/2"	28"	43"	49"	55"	59"	68"
G	Legging 7-1/4" x 7"	Legging 7-1/2" x 10"	Legging 10" x 12"	Legging 10" x 14"	Legging 10" x 16"	Legging 12" x 20"	Legging 14" x 26"
H	32-1/2"	32-1/2"	41-1/2"	47-1/2"	56-1/2"	56-1/2"	66"
I	9-1/2"	13"	23"	29"	35"	35"	41"
J	6-3/4"	6"	12"	14"	16"	15"	16"

E-Section with inspection door made in 5' or 10' lengths.

MODEL 24-10

Head Pulley - Dia. 10" crowned and fitted with taper-lock bushings, and non-slip lagging.
Head Section - 14 Ga. steel.
Boot Section - 12 Ga. steel.
Hand Slides - Provided on both sides of boot for easy clean-out.
18 Ga. Legging - Twin box construction. Pittsburg corner seams for strength.
5 x 4 Cups - CC type B.
Legging - Flanges and body all galvanized, ASTM A-526 G90.

MODEL 34-14

Head Pulley - Dia. 14" crowned and fitted with taper-lock bushings, and non-slip lagging.
Head Section - 14 Ga. steel.
Boot Section - 12 Ga. steel.
Hand Slides - Provided on both sides of boot for easy clean-out.
16 Ga. Legging - Twin box construction, double seam on side for extra strength. 14 Ga. on lower portion when over 80'.
6 x 5 Cups - CC type B.
Legging - Flanges and body all galvanized, ASTM A-526 G90.

MODEL 43-24

Head Pulley - Dia. 24" crowned and fitted with taper-lock bushings, and non-slip lagging.
Head Section - 12 Ga. steel.
Boot Section - 10 Ga. steel.
Hand Slides - Provided on both sides of boot for easy clean-out.
14 Ga. Legging - Twin box construction, double seam on side for extra strength. 12 Ga. on lower portion when over 80'.
9 x 5 Cups - CC type B.
Legging - Flanges and body all galvanized, ASTM A-526 G90.

MODEL 48-30

Head Pulley - Dia. 30" crowned and fitted with taper-lock bushings, and non-slip lagging.
Head Section - 10 & 12 Ga. steel.
Boot Section - 7 Ga. steel.
Hand Slides - Provided on both sides of boot for easy clean-out.

14 Ga. Legging - Twin box construction, double seam on side for extra strength. 12 Ga. on lower portion when over 80'.
10 x 6 Cups - CC type B.
Legging - Flanges and body all galvanized, ASTM A-526 G90.

MODEL 54-36

Head Pulley - Dia. 36" crowned and fitted with taper-lock bushings, and non-slip lagging.
Head Section - 10 Ga. steel.
Boot Section - 7 Ga. steel.
Hand Slides - Provided on both sides of boot for easy clean-out.
14 Ga. Legging - Twin box construction, double seam on side for extra strength. 12 Ga. on lower portion when over 80'.
12 x 6 Cups - CC type B.
Legging - Flanges and body all galvanized, ASTM A-526 G90.

MODEL 60-36

Head Pulley - Dia. 36" crowned and fitted with taper-lock bushings, and non-slip lagging.
Head Section - 10 Ga. steel.
Boot Section - 7 Ga. steel.
Hand Slides - Provided on both sides of boot for easy clean-out.
14 Ga. Legging - Twin box construction, double seam on side for extra strength. 12 Ga. on lower portion when over 80'.
16 x 7 Cups - CC type B.
Legging - Flanges and body all galvanized, ASTM A-526 G90.

MODEL 66-42

Head Pulley - Dia. 42" crowned and fitted with taper-lock bushings, and non-slip lagging.
Head Section - 10 Ga. steel.
Boot Section - 1/4" Ga. steel.
Hand Slides - Provided on both sides of boot for easy clean-out.
12 Ga. Legging - Twin box construction, double seam on side for extra strength. 10 Ga. on lower portion when over 80'.
18 x 8 Cups - CC type B
Legging - Flanges and body all galvanized, ASTM A-526 G90.

TOWER



355 North Tomahawk Trail - Nappanee, Indiana 46550
 Phone: (574) 773-7737 - FAX (574) 773-7707

Selling Directly To User.

SELLING TO THIRD PARTY LESSOR.
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Proposal Submitted to: RJ NEWTON FARMS LLC			Third Party Lessor Name:	
Bob Newton 21320 1/2 SURFACE AVE.				
Street P.O. BOX 449			Street	
LAKEVILLE, IN 46536				
City, State and Zip Code			City, State and Zip Code	
Phone Number	Social Security Number	Date	Phone Number	Person To Contact
		3/29/2010		

We hereby submit specifications and estimates for:

- 1- Lemar 10'x 10' Leg support tower
 - Galvanized construction
 - Stairway to top
 - Bottom access brace kits
 - Freight
- 1- Labor to assemble

Not included: concrete foundation

(Page 3 of 14 Pages)

We propose to furnish the above for the sum of:

AUTHORIZED SIGNATURE (SELLER) *K. Henschel*

DATE 3/29/10

NOTE: This proposal may be withdrawn by us if not accepted within days.

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SPOUTS



355 North Tomahawk Trail - Nappanee, Indiana 46550
 Phone: (574) 773-7737 - FAX (574) 773-7707

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Bob Newton 21320 1/2 SURFACE AVE.				
Street P.O. BOX 449			Street	
City, State and Zip Code LAKEVILLE, IN 46536			City, State and Zip Code	
Phone Number	Social Security Number	Date	Phone Number	Person To Contact
		3/29/2010		

We hereby submit specifications and estimates for:

- 6- 10"x 11ga. Galvanized spouting (one to each bin and to dryer)
- 480' spouting
- Self cleaning, adjustable cushion boxes
- 22.5 degree elbow segments
- 10" flange rings
- 10" connecting bands
- 10" weld bands
- Galvanized support frames
- Truss kits with galvanized aircraft cable
- Overflow valve for grain dryer spout with shut off slide gates

(Page 4 of 14 Pages)

We propose to furnish the above for the sum of:

AUTHORIZED SIGNATURE (SELLER) Ken Hurd

DATE 3/29/10

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24' WET BIN



355 North Tomahawk Trail - Nappanee, Indiana 46550
 Phone: (574) 773-7737 - FAX (574) 773-7707

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Bob Newton 21320 1/2 SURFACE AVE.				
Street P.O. BOX 449 LAKEVILLE, IN 46536			Street	
City, State and Zip Code			City, State and Zip Code	
Phone Number	Social Security Number	Date	Phone Number	Person To Contact
		3/29/2010		

We hereby submit specifications and estimates for:

- 1- Brock 24'dia 13 ring commercial hopper bin w/outside stiffners, 15,620 bushels
 - Four panel roof, 6000 lb load rating
 - Eave height 48'9"
 - Overall height 55'2"
- 1- Black poly head grade 8.2 bolt option
- 1- Inside ladder
- 1- Outside ladder with safety cage and platform
- 1- Hopper flashing
- 1- Anchor bolt package
- 1- Crane rental
- 1- Foundation for 24'dia 13 ring hopper bin includes:
 - 15 yards fill sand
 - 32 yards concrete
 - Rebar and forming materials
- 1- Labor to erect 24' dia hopper bin

Option: Fillhole safety platform and roof hand railing

Not included: electrical

(Page 5 of 14 Pages)

We propose to furnish the above for the sum of:

AUTHORIZED SIGNATURE (SELLER) *K. Hensch*

DATE 3/29/10

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GRAIN DRYER



355 North Tomahawk Trail - Nappanee, Indiana 46550
 Phone: (574) 773-7737 - FAX (574) 773-7707

Selling Directly To User.

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Bob Newton 21320 1/2 SURFACE AVE.					
Street P.O. BOX 449 LAKEVILLE, IN 46536			Street		
City, State and Zip Code			City, State and Zip Code		
Phone Number	Social Security Number	Date	Phone Number	Person To Contact	
		3/29/2010			

We hereby submit specifications and estimates for:

- 1- Meyer 1400S dryer, 3 phase 480 volt
 - Meyer tower dryers are gravity filled
 - Heavy duty roll formed 18ga. 304 stainless steel
 - Variable width grain columns for capacity and efficiency
- 2- 30hp TEFC fan motors for centrifugal fans
- 2- Access platforms with OSHA rails, ladders with safety cage
- Automatic shutdown and Maxon safety gas valve
- High efficiency, Low pressure make-up air burner with stainless steel baffles
- Quantum dryer controller can be installed up to 1000 ft from dryer
- Moisture equalizers for more evenly dried grain
- Flat plate moisture sensors
- IEC motor starters and motor circuit protectors
- Equipment disconnect included
- 1- Freight
- 1- Crane rental
- 1- Labor to install grain dryer
- 1- Concrete foundation for grain dryer to include:
 - 14 yards concrete, rebar, and forming materials
 - Labor to install

Not included: electrical and gas connections

(Page 6 of 14 Pages)

We propose to furnish the above for the sum of:

AUTHORIZED SIGNATURE (SELLER) *Kim Havel* DATE 3/29/10

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GRAIN DRYER

MEYER ENERGY MISER™ Tower Dryer Specifications

Dryer Model		1000S	1200S	1400S	1600S	1800S	2000S	2400S
Dryer Diameter	Feet/Inches	11' 8"	11' 8"	11' 8"	11' 8"	11' 8"	11' 8"	11' 8"
Overall Height	Feet/Inches	42' 10"	47' 10"	54' 1"	57' 10"	61' 7"	66' 7"	75' 4"
Grain Column Width	Inches	12 & 10	12 & 10	12 & 10	12 & 10	12 & 10	12 & 10	12 & 10
Double-Wide Double-Inlet Blower (Quantity - horsepower)		2 - 30	2 - 30	2 - 30	2 - 40	2 - 40	2 - 50	2 - 50
Typical burner use at 60° F./15.6° C. Suction Cool (Million BTU / hr)		6.29	7.05	7.59	9.40	10.02	10.83	11.51
Unloading Motor (Horsepower)		5	5	5	5	5	5	5

Grain Dryer Capacities*

Dryer Model		1000S	1200S	1400S	1600S	1800S	2000S	2400S
Corn Dry/Cool 20% to 15%	Bushels per Hour	1,000	1,200	1,400	1,600	1,800	2,000	2,400
Corn Dry/Cool 25% to 15%	Bushels per Hour	600	720	840	960	1,080	1,200	1,440
Corn Full Heat 20% to 15%**	Bushels per Hour	1,670	1,860	2,070	2,380	2,520	2,730	3,030
Corn Full Heat 25% to 15%**	Bushels per Hour	990	1,110	1,230	1,410	1,500	1,620	1,820

*Drying capacities are the result of a combination of field tests and averages of customer-reported capacities. These capacities should be attainable in one pass with mature, unfrozen, clean (maximum of 2% fines) grain when operating the dryer at the recommended drying temperature. Drying capacities will vary depending upon weather conditions, hybrid variety, grain maturity, and cleanliness of the grain.

**Final moisture in bin after steeping and cooling. Final moisture in bin can be affected by ambient conditions, steeping times and cooling rates.

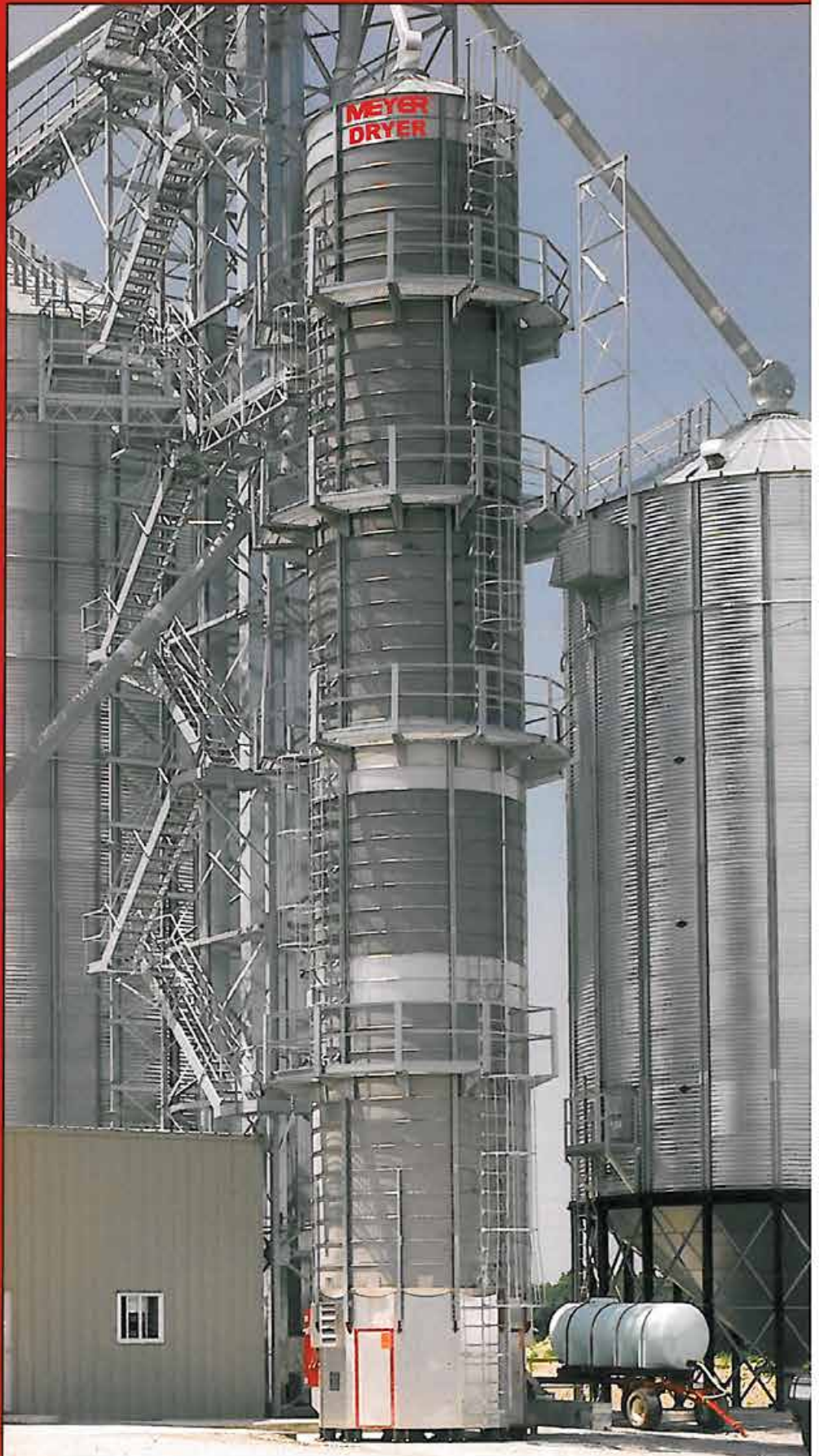
Hochstetler Grain Equip., Inc.
355 N. Tomahawk Trail
Nappanee, IN 46550
PH #574-773-7737



Brock Grain Systems
A Division of CTB, Inc.
Milford, IN • Kansas City, MO • Frankfort, IN
Phone: 800-541-7900 • 765-654-8517
Internet: www.graindryers.com
E-Mail: dryers@graindryers.com



TOWER DRYERS UP TO 2,400 BPH



GRAIN DRYER



Quantum[®] Dryer Controller

Innovative Electronic Grain Drying Controls
with a PROVEN record of RELIABILITY



A Leap in Drying Technology[®]

UNLOADER FOR DRYER & WET AUGER



355 North Tomahawk Trail - Nappanee, Indiana 46550
 Phone: (574) 773-7737 - FAX (574) 773-7707

Selling Directly To User.

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Bob Newton		21320 1/2 SURFACE AVE.			
Street		P.O. BOX 449		Street	
		LAKEVILLE, IN 46536			
City, State and Zip Code				City, State and Zip Code	
Phone Number	Social Security Number	Date	Phone Number	Person To Contact	
		3/29/2010			

We hereby submit specifications and estimates for:

- 1- Honeyville 9" Gentle Flow drag conveyor, 3000 bph to unload dryer
 - Galvanized construction
 - 12ga. Hopper and sidewalls, 10ga. Bottom
 - UHMW paddles, 81X chain

Includes:

- Gear drive kit
- Brace kit
- 1- 2hp 3 phase motor
- 1- Labor to install drag conveyor to unload dryer

- 1- Hutchinason 8"x 25' auger from wet bin to dryer
 - Galvanized housing
 - 1- 90 deg spout
 - 1- Hopper
 - 1- Brace kit
 - 1- 7.5hp 3ph motor with pulley
- 1- Labor to install

Not included: electrical

(Page 6+ of 14 Pages)

We propose to furnish the above for the sum of:

AUTHORIZED SIGNATURE (SELLER) *Kim Hensch*

DATE 3/29/10

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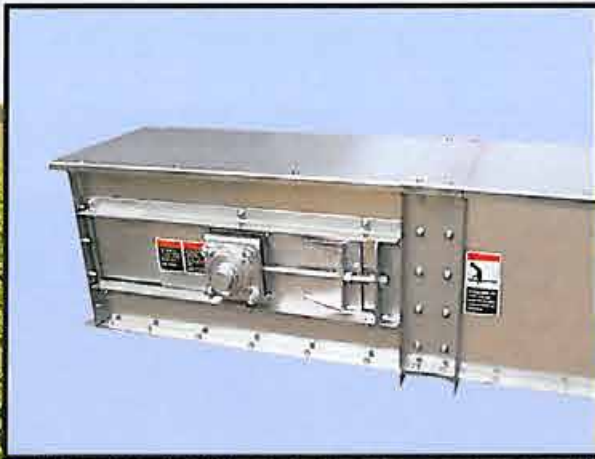
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UNLOADER FOR DRYER & WET AUGER



Screw Type Take-Up Assembly on Intake End, with Bearings mounted to meet OSHA standards, also standard expanded Inlet with UHMW V over chain to reduce chain wear.



Trough Sections all Galvanized, 10 Ga. Bottom, 12 Ga. Sides, 14 Ga. Covers, No Welding on Body Sheets, Bolted Channel Type Trough Connectors

**HMI CAN SUPPLY BOLT ON
AR STEEL BOTTOM AND SIDE LINERS.**

1. All Galvanized Construction Bolt on Bottom and Covers
2. Totally Dust and Weather Tight Construction
3. Heavy Duty 81XH Steel Chain with Welded Steel Attachments
4. UHMW Flights Bolted to Chain Attachments
5. All Chain and Flighting Assemblies are Supplied in 5' or 10' Lengths with cottered connecting Links
6. Four UHMW Return Rollers Per 10', Located Under Returning chain, No Steel on Steel Contact, Less Wear, Quiet Operation
7. Large Diameter all Steel Bushed Sprockets for Smooth Running
8. Standard Inlet with UHMW Lined V Splitter to Protect Chain from Wear When Loading Conveyor
9. Design to Deliver a broad variety of free flowing material without tumbling
10. Heavy Duty Head and Boot Bearings Mounted to meet OSHA Requirements

Gently moving nature's grains

Manufactured by

HOCHSTETLER GRAIN EQUIPMENT, INC.
355 NORTH TOMAHAWK TRAIL
NAPPANEE, IN 48550-9361
PHONE: (218) 773-7737
FAX: (218) 773-7707

PHONE (200) 393-2200 - FAX (200) 393-2400

Honeyville

GENTL-FLOW

Drag Conveyors



FOUR SIZES – CAPACITIES TO 26,000 BPH



36' GRAIN BIN



355 North Tomahawk Trail - Nappanee, Indiana 46550
 Phone: (574) 773-7737 - FAX (574) 773-7707

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Street P.O. BOX 449 LAKEVILLE, IN 46536			Street	
City, State and Zip Code			City, State and Zip Code	
Phone Number	Social Security Number	Date	Phone Number	Person To Contact
		3/29/2010		

We hereby submit specifications and estimates for:

- 1- Brock 36'dia 15 ring commercial grain bin w/outside stiffners, 36,007 bushels w/low floor
 - Four panel roof 6,000 lb load rating
 - Two ring walk in door
 - 40'2" eave height, 50' peak height
 - 1- Black poly head grade 8.2 bolt option
 - 1- Inside ladder
 - 1- Outside Shur-Step bin stairs package
 - 1- Tri-Corr-perforated floor with steel supports
 - 6- Roof vents
 - 3- Temperature cable support braces
 - 1- Air entrance transition
 - 1- Brock 10hp 3 phase centrifugal fan with controls, 480-volt
 - 1- Brock 10"dia power sweep bin unloader with horizontal drive kit
 - 1- Baldor 10hp 3 phase motor with sheave
 - 24- Anchor bolts
 - 1- Sealer
 - 1- Freight
 - 1- Foundation for 36'dia 15 ring grain bin includes:
 - 28 yards fill sand
 - 55 yards concrete
 - Rebar and forming materials
 - 1- Labor to erect 36' dia grain bin
- Option: Fillhole safety platform and roof hand railing
 Not included: electrical

(Page 7 of 14 Pages)

We propose to furnish the above for the sum of:

AUTHORIZED SIGNATURE (SELLER)

Kin Hensley

DATE 3/29/10

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Payment to be made as follows:

SELLING DIRECTLY TO USER: _ Cash on execution of this contract. Balance of materials due upon delivery to HGE. Balance of labor due upon completion.

ALL SALES TAX IS AN ADDITIONAL AMOUNT. All applicable sales tax is an additional amount and not included in the sales price above. If the items are to be

for a tax exempt purpose the exemption certificate must be signed below:

I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE PERSONAL PROPERTY PURCHASED BY THE USE OF THIS EXEMPTION CERTIFICATE WILL BE DIRECTLY USED IN THE DIRECT PRODUCTION OF AGRICULTURAL PRODUCTS FOR RESALE.

SIGNATURE _____

THIS DOCUMENT CONTINUES ON THE BACK PAGE OF THIS SHEET AND BUYER MUST SIGN AT THE BOTTOM OF SUCH BACK PAGE.

(2) 48' GRAIN BINS



355 North Tomahawk Trail - Nappanee, Indiana 46550
 Phone: (574) 773-7737 - FAX (574) 773-7707

Selling Directly To User.

SELLING TO THIRD PARTY LESSOR.
 (Both Sections Are to be filled in below.)

Proposal Submitted to: RJ NEWTON FARMS LLC			Third Party Lessor Name:	
Bob Newton			21320 1/2 SURFACE AVE.	
Street			P.O. BOX 449	
LAKEVILLE, IN 46536			Street	
City, State and Zip Code			City, State and Zip Code	
Phone Number	Social Security Number	Date	Phone Number	Person To Contact
		3/29/2010		

We hereby submit specifications and estimates for:

- 1- Brock 48'dia 15 ring commercial grain bin w/outside stiffners, 65,616 bushels w/low floor
 - Four panel roof 6,000 lb load rating
 - Two ring walk in door
 - 40'2" eave height, 53'5" peak height
- 1- Black poly head grade 8.2 bolt option
- 1- Inside ladder
- 1- Outside Shur-Step bin stairs package
- 1- Tri-Corr perforated floor with steel supports
- 6- Roof vents
- 6- Temperature cable support braces
- Air entrance transition
- Brock 10hp 3 phase centrifugal fan with controls, 480-volt
- 1- Brock 10"dia power sweep bin unloader with horizontal drive kit
- 1- Baldor 15hp 3 phase motor with sheave
- 32- Anchor bolts
- 1- Sealer
- 1- Freight
- 1- Foundation for 48'dia 15 ring grain bin includes:
 - 60 yards fill sand
 - 90 yards concrete
 - Rebar and forming materials
- 1- Labor to erect 48' dia grain bin
- Option: Fillhole safety platform and roof handrailing
- Not included: electrical

(Page 8 of 14 Pages)

We propose to furnish the above for the sum of:

AUTHORIZED SIGNATURE (SELLER) Kim Husel

DATE 3/29/10

NOTE: This proposal may be withdrawn by us if not accepted within 7 days.

Payment to be made as follows:

SELLING DIRECTLY TO USER: Cash on execution of this contract. Balance of materials due upon delivery to HGE. Balance of labor due upon completion.

ALL SALES TAX IS AN ADDITIONAL AMOUNT. All applicable sales tax is an additional amount and not included in the sales price above. If the items are to be used for tax exempt purpose the exemption certificate must be signed below:

I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE PERSONAL PROPERTY PURCHASED BY THE USE OF THIS EXEMPTION CERTIFICATE WILL BE DIRECTLY USED IN THE DIRECT PRODUCTION OF AGRICULTURAL PRODUCTS FOR RESALE.

SIGNATURE _____

THIS DOCUMENT CONTINUES ON THE BACK PAGE OF THIS SHEET AND BUYER MUST SIGN AT THE BOTTOM OF SUCH BACK PAGE.

(2) 48' GRAIN BINS



355 North Tomahawk Trail - Nappanee, Indiana 46550
 Phone: (574) 773-7737 - FAX (574) 773-7707

Selling Directly To User.

SELLING TO THIRD PARTY LESSOR.
 (Both Sections Are to be filled in below.)

Proposal Submitted to: RJ NEWTON FARMS LLC Bob Newton 21320 1/2 SURFACE AVE.			Third Party Lessor Name:		
Street P.O. BOX 449 LAKEVILLE, IN 46536			Street		
City, State and Zip Code			City, State and Zip Code		
Phone Number	Social Security Number	Date	Phone Number	Person To Contact	
		3/29/2010			

We hereby submit specifications and estimates for:

- 1- Brock 48'dia 15 ring commercial grain bin w/outside stiffners, 65,616 bushels w/low floor
 - Four panel roof 6,000 lb load rating
 - Two ring walk in door
 - 40'2" eave height, 53'5" peak height
- 1- Black poly head grade 8.2 bolt option
- 1- Inside ladder
- 1- Outside Shur-Step bin stairs package
- 1- Tri-Corr perforated floor with steel supports
- 6- Roof vents
- 6- Temperature cable support braces
- Air entrance transition
- Brock 10hp 3 phase centrifugal fan with controls, 480 volt
- 1- Brock 10"dia power sweep bin unloader with horizontal drive kit
- 1- Baldor 15hp 3 phase motor with sheave
- 32- Anchor bolts
- 1- Sealer
- 1- Freight
- 1- Foundation for 48'dia 15 ring grain bin includes:
 - 60 yards fill sand
 - 90 yards concrete
 - Rebar and forming materials
- 1- Labor to erect 48' dia grain bin
- Option: Fillhole safety platform and roof handrailing
- Not included: electrical

(Page 8+ of 14 Pages)

We propose to furnish the above for the sum of:

AUTHORIZED SIGNATURE (SELLER)

R. H. Hensley

DATE 3/29/10

NOTE: This proposal may be withdrawn by us if not accepted within 10 days.

Payment to be made as follows:

SELLING DIRECTLY TO USER: _ Cash on execution of this contract. Balance of materials due upon delivery to HGE. Balance of labor due upon completion.

ALL SALES TAX IS AN ADDITIONAL AMOUNT. All applicable sales tax is an additional amount and not included in the sales price above. If the items are to be used for tax exempt purpose the exemption certificate must be signed below:

I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE PERSONAL PROPERTY PURCHASED BY THE USE OF THIS EXEMPTION CERTIFICATE WILL BE DIRECTLY USED IN THE DIRECT PRODUCTION OF AGRICULTURAL PRODUCTS FOR RESALE.

SIGNATURE _____

THIS DOCUMENT CONTINUES ON THE BACK PAGE OF THIS SHEET AND BUYER MUST SIGN AT THE BOTTOM OF SUCH BACK PAGE.

(2) 48' GRAIN BINS

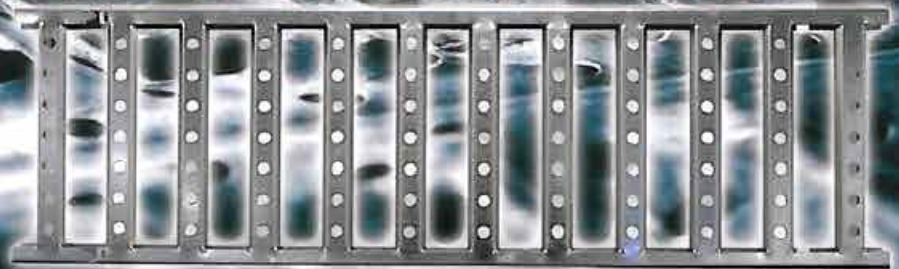


GRAIN BIN FLOORS

Featuring
BROCK's Super Strong
TRI-CORR® Bin Flooring
and PARTHENON®
Support for Bin
Aeration Floor Systems



Brock TRI-CORR® Floor Profile



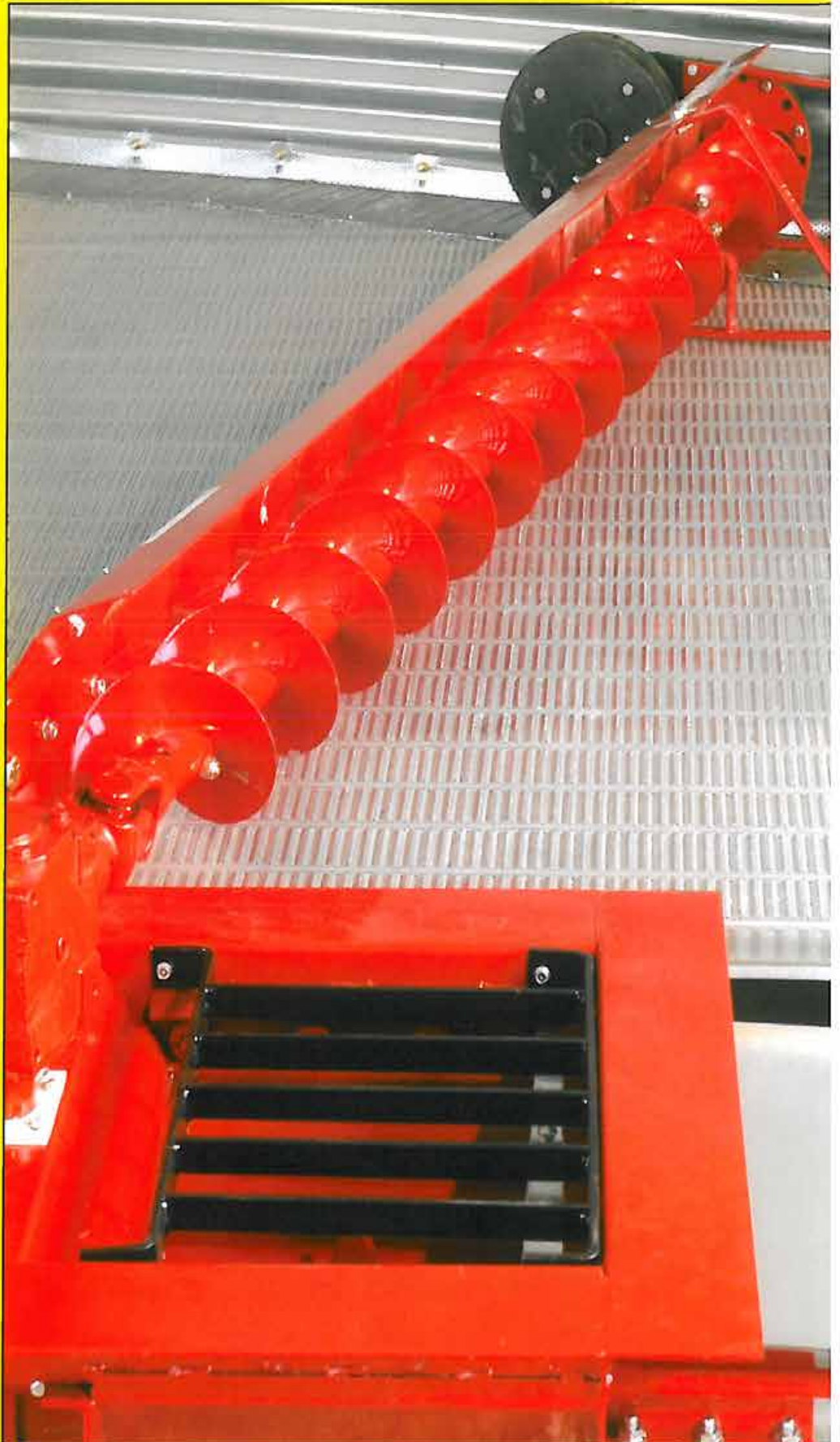
PARTHENON® Support Profile



(2) 48' GRAIN BINS



FARM BIN GRAIN UNLOADING SYSTEMS



TEMPERATURE CABLES



355 North Tomahawk Trail - Nappanee, Indiana 46550
 Phone: (574) 773-7737 - FAX (574) 773-7707

Selling Directly To User.

SELLING TO THIRD PARTY LESSOR.
 (Both Sections Are to be filled in below.)

Proposal Submitted to: RJ NEWTON FARMS LLC Bob Newton Street			21320 1/2 SURFACE AVE. P.O. BOX 449 LAKEVILLE, IN 46536		Third Party Lessor Name:
City, State and Zip Code			City, State and Zip Code		
Phone Number	Social Security Number	Date	Phone Number	Person To Contact	
		3/29/2010			

We hereby submit specifications and estimates for:

- 1- Boone Cable Works temperature detection cable package for three grain bins to include:
 - 2- 50' cables w/8 thermocouples on 6' centers
 - 12-41' cables w/7 thermocouples on 6' centers
 - 3- 40' cables w/7 thermocouples on 6' centers
 - 1- Lot of lead wire
 - 1- Lot of control wire
 - 1- Model KT remote multiplexer (weatherproof)
 - 1- Lot of control and cable relay circuit boards
 - 1- Model BCS 1000 interface with automatic OHM reader
 - 1- Custom designed text software package

3D facility graphics software package

Not included: electrician to run conduit and make connections

(Page 9 of 14 Pages)

We propose to furnish the above for the sum of:

AUTHORIZED SIGNATURE (SELLER) Kim Hardy DATE 3/29/10

NOTE: This proposal may be withdrawn by us if not accepted within days.

Payment to be made as follows:

SELLING DIRECTLY TO USER: Cash on execution of this contract. Balance of materials due upon delivery to HGE. Balance of labor due upon completion.

ALL SALES TAX IS AN ADDITIONAL AMOUNT. All applicable sales tax is an additional amount and not included in the sales price above. If the items are to be used for tax exempt purpose the exemption certificate must be signed below:

I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE PERSONAL PROPERTY PURCHASED BY THE USE OF THIS EXEMPTION CERTIFICATE WILL BE DIRECTLY USED IN THE DIRECT PRODUCTION OF AGRICULTURAL PRODUCTS FOR RESALE.

SIGNATURE _____

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BIN UNLOADING DRAGS



CHANGE ORDER

355 N. Tomahawk Trail
 Nappanee, IN 46550
 PH: 574-773-7737
 FAX: 574-773-7707

Number: 1
 Date: 6/1/2010

To:
RJ Newton Farms
21320 1/2 Surface Ave. P.O. Box 449
Lakeville, IN 46536

Phone: _____
 Date of Existing Contract: 3/29/2010
 Job #: _____
 Existing Contract #: 10 of 14

We hereby agree to make the change(s) specified below:

- 1- Honeyville curved incline conveyor for bin unloads to bucket elevator, 37' long
 with gear drive kit, 6,000 bph
 12ga. Galvanized sides and 10ga. Galv. Bottom
 UHMW paddles with 81X chain
 10hp 3ph motor

- 1- Honeyville 13" Gentle flow drag conveyor for 36'dia bin unload, 45' long
 with gear drive kit, 6,000 bph
 12ga. Galvanized sides and 10ga. Galv. Bottom
 UHMW paddles with 81X chain
 5hp 3ph motor

- 1- Honeyville 13" Gentle flow drag conveyor for 48'dia bin unload, 76' long
 with gear drive kit, 6,000 bph
 12ga. Galvanized sides and 10ga. Galv. Bottom
 UHMW paddles with 81X chain
 7.5hp 3ph motor

- 1- Labor to install drag conveyors

Note: This Change Order becomes part of and in conformance with the existing contract.

PAGE 10 OF 14 PAGES

WE AGREE hereby to make the change(s) specified above at this price>>>

DATE	6-2-10	Previous Contract Amount	\$
AUTHORIZED SIGNATURE (CONTRACTOR)	<i>Kevin Hush</i>	Revised Contract Total	\$

Accepted - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of Acceptance: _____

Signature (Owner): _____

BIN UNLOADING DRAGS



355 North Tomahawk Trail - Nappanee, Indiana 46550
 Phone: (574) 773-7737 - FAX (574) 773-7707

Selling Directly To User.

SELLING TO THIRD PARTY LESSOR.
 (Both Sections Are to be filled in below.)

Proposal Submitted to: RJ NEWTON FARMS LLC			Third Party Lessor Name:	
Bob Newton Street			Street	
21320 1/2 SURFACE AVE. P.O. BOX 449 LAKEVILLE, IN 46536				
City, State and Zip Code			City, State and Zip Code	
Phone Number	Social Security Number	Date	Phone Number	Person To Contact
		3/29/2010		

We hereby submit specifications and estimates for:

- 4- Honeyville 13" Gentle Flow drag conveyors, 6000 bph
 Galvanized construction
 12ga. Hopper and sidewalls, 10ga. Bottom
 UHMW paddles, 81X chain
 Includes:
 Gear drive kits
 Brace kits
 2- With 5hp 3 phase motors
 2- With 7.5hp 3 phase motors
- 1- Labor to install four drag conveyors to unload bins

Not included: electrical

(Page 10 of 14 Pages)

We propose to furnish the above for the sum of:

AUTHORIZED SIGNATURE (SELLER) *Rai Henschel* DATE 3/29/10
 NOTE: This proposal may be withdrawn by us if not accepted within days

Payment to be made as follows:
SELLING DIRECTLY TO USER: Cash on execution of this contract. Balance of materials due upon delivery to HGE. Balance of labor due upon completion.

ALL SALES TAX IS AN ADDITIONAL AMOUNT. All applicable sales tax is an additional amount and not included in the sales price above. If the items are to be used for tax exempt purpose the exemption certificate must be signed below:

I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE PERSONAL PROPERTY PURCHASED BY THE USE OF THIS EXEMPTION CERTIFICATE WILL BE DIRECTLY USED IN THE DIRECT PRODUCTION OF AGRICULTURAL PRODUCTS FOR RESALE.

SIGNATURE _____

THIS DOCUMENT CONTINUES ON THE BACK PAGE OF THIS SHEET AND BUYER MUST SIGN AT THE BOTTOM OF SUCH BACK PAGE.

OVERHEAD LOAD OUT



355 North Tomahawk Trail - Nappanee, Indiana 46550
 Phone: (574) 773-7737 - FAX (574) 773-7707

Selling Directly To User.

SELLING TO THIRD PARTY LESSOR.
 (Both Sections Are to be filled in below.)

Proposal Submitted to: RJ NEWTON FARMS LLC			Third Party Lessor Name:	
Bob Newton			21320 1/2 SURFACE AVE.	
Street			P.O. BOX 449	
LAKEVILLE, IN 46536			Street	
City, State and Zip Code			City, State and Zip Code	
Phone Number	Social Security Number	Date	Phone Number	Person To Contact
		3/29/2010		

We hereby submit specifications and estimates for:

- 1- Brock 15'dia 7 ring hopper bin, 3,155 bushels
 Grain bin style roof
 Eave height 28'2", peak height 32'6"
- 1- Outside ladder with safety cage
- 1- Black poly head grade 8.2 bolt option
- 1- Rack and pinion with spout for bottom of bin
- 1- Crane rental
- 1- Labor to erect hopper bin
- 1- Labor to set onto superstructure

- 1- 15' structural stand for loadout bin, 16' clear height
 Anchor-bolt package
- 1- Freight
- 1- Manwalk with ladder for loadout viewing
- 1- Crane rental

- 1- Labor to assemble

Not included: concrete foundation

(Page 11 of 14 Pages)

We propose to furnish the above for the sum of:

AUTHORIZED SIGNATURE (SELLER) *R. H. Hurd* DATE 3/29/10

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Payment to be made as follows:

SELLING DIRECTLY TO USER: Cash on execution of this contract. Balance of materials due upon delivery to HGE. Balance of labor due upon completion.

ALL SALES TAX IS AN ADDITIONAL AMOUNT. All applicable sales tax is an additional amount and not included in the sales price above. If the items are to be used for a tax exempt purpose the exemption certificate must be signed below:

I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE PERSONAL PROPERTY PURCHASED BY THE USE OF THIS EXEMPTION CERTIFICATE WILL BE DIRECTLY USED IN THE DIRECT PRODUCTION OF AGRICULTURAL PRODUCTS FOR RESALE.

SIGNATURE _____

THIS DOCUMENT CONTINUES ON THE BACK PAGE OF THIS SHEET AND BUYER MUST SIGN AT THE BOTTOM OF SUCH BACK PAGE.

OVERHEAD LOAD OUT



ON-FARM HOLDING BINS



3D LEVEL SCANNER



355 North Tomahawk Trail - Nappanee, Indiana 46550
 Phone: (574) 773-7737 - FAX (574) 773-7707

Selling Directly To User.

SELLING TO THIRD PARTY LESSOR.
 (Both Sections Are to be filled in below.)

Proposal Submitted to: RJ Newton Farms			Third Party Lessor Name:	
Street 21320 1/2 Surface Ave. P.O. Box 449			Street	
City, State and Zip Code Lakeville, IN 46536			City, State and Zip Code	
Phone Number	Social Security Number	Date 6/15/2010	Phone Number	Person To Contact

We hereby submit specifications and estimates for:

- 5- 3D Level scanner, RS-485 output, 3D mapping visualization software
- 5- Flanged adaptor plate and mounting assembly
- 1- Leg amp switch for bucket elevator
- 1- Leg shaft speed sensor with safety shut down installed

not included: electrical wiring

Note: on site start up available for _____ per day plus expenses

(Page 15 of ___ Pages)

We propose to furnish the above for the sum of:

AUTHORIZED SIGNATURE (SELLER) *Ken Hensley* DATE 6/24/10

NOTE: This proposal may be withdrawn by us if not accepted within ___ days.

Payment to be made as follows:
SELLING DIRECTLY TO USER: 10% Cash on execution of this contract. All balance of materials due upon delivery to HGE. Balance of labor due upon completion.

ALL SALES TAX IS AN ADDITIONAL AMOUNT. All applicable sales tax is an additional amount and not included in the sales price above. If the items are to be resold for exempt purpose the exemption certificate must be signed below:
 I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE PERSONAL PROPERTY PURCHASED BY THE USE OF THIS EXEMPTION CERTIFICATE WILL BE DIRECTLY USED IN THE DIRECT PRODUCTION OF AGRICULTURAL PRODUCTS FOR RESALE.

SIGNATURE *Ken Hensley*

THIS DOCUMENT CONTINUES ON THE BACK PAGE OF THIS SHEET AND BUYER MUST SIGN AT THE BOTTOM OF SUCH BACK PAGE.

3D LEVEL SCANNER



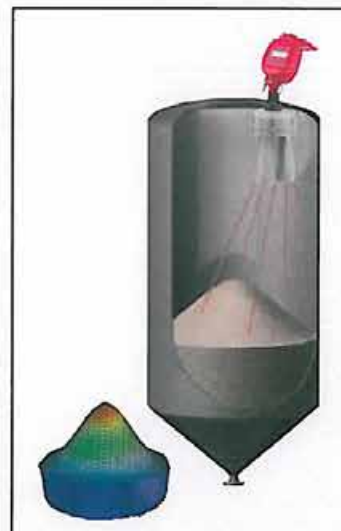
3DLevelScanner™

Accurate Volume Measurement for Powders & Bulk Solids

The BinMaster 3DLevelScanner uses non-contact, dust-penetrating technology to provide unsurpassed bin volume accuracy. Unlike single point devices, it works by measuring multiple points within the bin. This advanced acoustics-based technology is proven to perform in powders and bulk solids contained in tanks, silos, warehouses, and even open bins and piles. Its unique 3D mapping capabilities provide a visual representation of bin contents, detecting cone up or down as well as sidewall build up.

Multiple Point Bin Volume Measurement

- Continuous and non-contact measurement
- Measures uneven powder or solid material surfaces
- Detects cone up, cone down and sidewall build up
- Provides minimum, maximum and average distances
- Performs in extreme levels of dust
- Calculates highly accurate bin volume
- Communications include 4-20/HART, Modbus RTU, TCP/IP and RS-485
- Measuring range up to 200 feet
- Self-cleaning with minimal maintenance

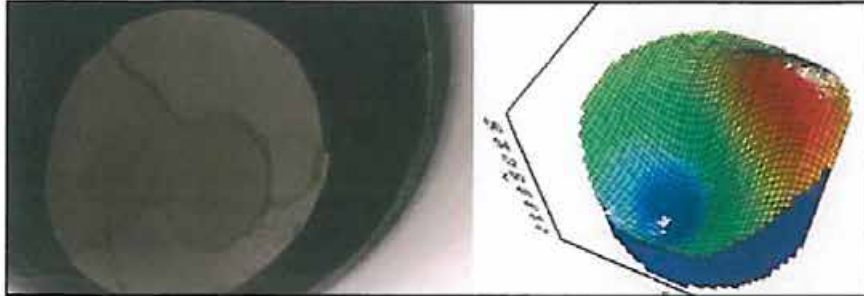


BINMASTER

www.binmaster.com

3D LEVEL SCANNER

Detects bridging and sidewall buildup – By taking multiple measurements within the bin and then mapping the topography in the bin, the computerized profile created by the 3DLevelScanner can show bridging as well as material built up on the sides of the silo. By detecting irregularities in the material surface, excessive build-up can be accounted for in volume calculations. With single point devices, a measurement may show the bin is almost empty,



even when a significant amount of material remains in the bin. This feature also helps alert to the need for bin cleaning at the optimal time.

Significant bridging is evident in the photo, which is detected and displayed in the 3D image on the

Prevent silo collapse – There have been instances around the world where excessive build up on one side of the silo has caused the silo to collapse. By detecting the build up of material early, excessive damage to the silo and surrounding structures can be avoided. Installing a 3DLevelScanner can lead to a reduction of insurance claims and costly, time-consuming rebuilding of structures.

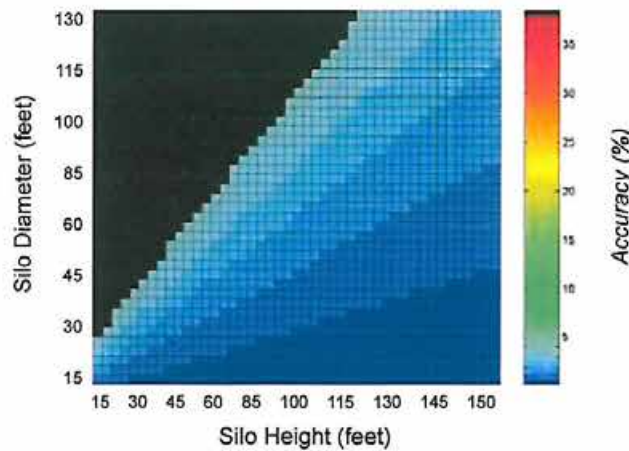


Theft detection and theft deterrence – Whether intended or not, it is not highly unusual for large amounts of inventory to simply disappear. Continuous inventory management allows for activity in the bin to be monitored and logged every day and night, and for unexplained variations to be researched promptly.

Volume Accuracy



Volume Accuracy - 3DLevelScanner M/MV



This chart depicts the potential variances in bin accuracy of a 3DLevelScanner. The M and MV models properly applied can provide volume accuracy of .5 to 3 percent.

MISC OTHER EXPENSES

Hoosier Foundation, Inc.

2265 W 175 N
Grange, IN 46761
USA

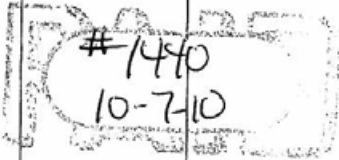
Voice: 260-463-8781
Fax: 260-463-0187

INVOICE

Invoice Number: 4883
Invoice Date: Sep 28, 2010
Page: 1

Bill To:
RJ Newton Farms LLC PO BOX 449 Lakeville, IN 46536

Payment Terms	Due Date	Job Description	Job ID
Net 30 Days	Oct 28, 2010	Grain Facilities	2679

Description	Quantity	Unit Price	Amount
16' x 16' x 6" deep Concrete pad for tower (Rebar, Labor & Concrete) (Anchor bolts supplied by others)			
Anchor Bolts			
5' 9" wide x 52' 10" long Concrete walls for unloading shaft (Rebar, Labor & Concrete)			
6" square x 16" deep Concrete pads with 24" x 4" piers for grain bin (Anchor bolts supplied by others)			
6" Concrete pad with 1/2 rebar 2' on center eachway (4 sections 12' x 12' x 6" deep)			
Excavation & Backfill			
			
TOTAL			

OK Newton

18% Annual Interest will be assessed on an invoice that is 30 days past due.



**PRELIMINARY
TITLE**



SCHEDULE A

Commitment No.: 4041-57867

Date Printed: June 04, 2014

1. Commitment Date: May 23, 2014 @ 8:00 AM

2. Policy or Policies to be issued:	Policy Amount
(a) ALTA Owners Policy (6-17-06)	\$500.00

Proposed Insured:
To Be Determined

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
RJ Newton Farms, LLC, an Indiana limited liability company

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

Parcel I:

A parcel of land containing 15 acres, taken off of and from the entire width of the north end of the East Half of the Southeast Quarter of Section 28, Township 36 North, Range 2 East.

EXCEPTING THEREFROM:

A tract of land in the East Half of the Southeast Quarter of Section 28, Township 36 North, Range 2 East, St. Joseph County, Indiana, more particularly described as follows:

Beginning at an iron rod at the northeast corner of the Southeast Quarter of said Section 28, Township 36 North, Range 2 East; thence on and along the north line of said Southeast Quarter on an assumed bearing of North 90 degrees 00 minutes 00 seconds West, a distance of 703.65 feet to an iron rod in a North-South wire fence; thence South 0 degrees 41 minutes 00 seconds West on and along said fence a distance of 490.94 feet to a wood corner fence post; thence 89 degrees 44 minutes 15 seconds East on and along a wire fence and its eastward projection a distance of 692.30 feet to the east line of said Southeast Quarter; thence North 1 degrees 59 minutes 40 seconds East on and along said east line a distance of 494.41 feet, more or less, to the point of beginning.

Parcel II:

The Northeast Quarter of said Section 28, Township 36 North, Range 2 East, excepting therefrom a parcel of land containing 50 acres, taken off of and from the entire length of the west side thereof; also excepting a parcel of land described as follows, viz: Beginning 29.19 chains West of the northeast corner of said Section 28; running thence South a distance of 13.04 chains; thence East 13.04 chains; thence North 13.04 chains; thence West 13.04 chains to the place of beginning, said in previous deeds to leave a balance of 93 acres, and said in previous deeds to contain in all 108 acres, in St. Joseph County, Indiana.

Subject to legal highways.

65345 Maple Road Lakeville IN 46536

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 INSUREDS ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.



Issued By: Metropolitan Title of Indiana LLC
For questions regarding this commitment contact;
(574)271-2450 or fax to (574)243-1931
4100 Edison Lakes Parkway, Ste. 120
Mishawaka, IN 46545

Schedule B – Section I

Commitment No.: 4041-57867

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 Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

End of Schedule B - Section I

Schedule B - Section II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens encumbrances adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Part One: General Exceptions

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

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. 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.

Schedule B - Section II
Continued on next page

Schedule B - Section II
Continued

Part Two: 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. NOTE: 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.

3. 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.
4. NOTE: 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 closings occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD-1 form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
5. 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 transactions in which the title insurance company or its authorized agent acts as the settlement agent. In residential transactions, the closing protection letters are mandatory and must be issued to each party. In commercial transaction, closing protection letters are available upon request, but are not mandatory. First American Title 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.

6. Real estate taxes assessed for the year 2013 are due in two installments payable May 10, 2014 and November 10, 2014:
Parcel No.: 019-1035-051101 / 71-13-28200-005.000-027
May Installment of \$1,757.87 shows paid
November Installment of \$1,757.87 shows paid

Tax Year: Current Year 2013 due 2014

Land:	\$170,400.00
Improvements:	\$2,000.00
Homeowners Exemption:	\$0.00
Mortgage Exemption:	\$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 2014 due in May and November, 2015.

7. Annual assessment for the maintenance of Upper Heston (32) and Yellow River (126), shows none due at this time.
Note: Subsequent assessments as required.
8. Indiana & Michigan Electric Company easement recorded December 30, 1938 in Deed Record 307, page 280.
9. 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.
10. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.
11. Notwithstanding any reference to the acreage or quantity of land described on Schedule A, nothing contained herein insures the quantity of land contained within the boundaries of the land described in Schedule A.

Note: This commitment is for informational purposes only and no final title policy will be issued.

End of Schedule B - Section II

Commitment for Title Insurance
FIRST AMERICAN TITLE INSURANCE COMPANY.

First American Title Insurance Company, a California 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



Timothy Kemp
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: **Metropolitan Title of Indiana LLC**
4100 Edison Lakes Parkway, Ste. 120
Mishawaka, Indiana 46545
Ph: (574)271-2450 or Fax to: (574)243-1931



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.



SCHEDULE A

Commitment No.: 4041-57868

Date Printed: June 04, 2014

1. Commitment Date: May 23, 2014 @ 8:00 AM

2. Policy or Policies to be issued:	Policy Amount
(a) ALTA Owners Policy (6-17-06)	\$500.00

Proposed Insured:
To Be Determined

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
RJ Newton Farms, LLC, an Indiana limited liability company

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

PARCEL I:

All of the North Half of the South Half of Section 26, Township 36 North, Range 2 East, lying East of the Michigan Road; excepting 40 acres, off of and from the entire East end thereof. Also excepting from the above described tract, three tracts of land described as follows:

TRACT I: A tract of land in the North Half of the South Half of Section 26, Township 36 North, Range 2 East, described as Beginning at the intersection of the easterly line of the Michigan Road and South line of said North Half of the South Half of said Section, running thence North 9 degrees East with the easterly line of said Michigan Road 582.6 feet; thence East 218.86 feet, more or less, to the northeast corner of a tract of land conveyed by Theodore H. and Dorothy Jeddelloh to Joseph S. and Kathleen Lawecki, as shown in Deed Record 568, at Page 298, recorded July 2, 1957; thence South at right angles to the south line of the North Half of the South Half of said section, a distance of 575.428 feet, more or less, to the south line of the North Half of the South Half of said section; thence West 310 feet, more or less, to the place of beginning.

TRACT II: Beginning on the easterly line of Michigan Road in Section 26, Township 36 North, Range 2 East at a point 568.9 feet Southerly measured along the easterly line of Michigan Road from the intersection of said Michigan Road with the North line of L. M. Annis farm as recorded in Deed Record 227, page 216 of the records of St. Joseph County, which point is on the south line of a cemetery; thence East along said cemetery line 316.8 feet to the southeast corner of said cemetery, thence Southerly parallel with the easterly line of said Michigan Road 300 feet, thence Westerly 312.3 feet to a point on the easterly line of said Michigan Road, that is 250 feet from the place of beginning, thence Northerly along the easterly line of said Michigan Road 250 feet to the place of beginning.

TRACT III: Lot Numbered One (1) as shown on the plat of Newton's U.S. 31 South Minor Subdivision, recorded November 4, 2010 in the Office of the Recorder of St. Joseph County, Indiana, as Instrument No. 1030784.

PARCEL II:

A tract of land in the North Half of Section 26, Township 36 North, Range 2 East, described as follows: Beginning at the corner stone set for the intersection of the East and West center line of said Section 26, with the east line of the Michigan Road; running thence East with the center line 45.04 chains to a stone, thence North 8.40 chains to a stake, thence West 43.67 chains to a stone set for the east line of the Michigan Road, thence Southwesterly with said Michigan Road 8.50 chains to the place of beginning.

EXCEPTING THEREFROM, a tract of land described as follows: A parcel of land bounded by a line running as follows, beginning at the southwest corner of the North Half (East of the Michigan Road) of Section Number Twenty-six (26) in Township Thirty-six (36) North, Range Two (2) East, and running from thence somewhat East of North with the easterly line of the Michigan Road Twenty-four (24) rods; thence East parallel with the south line of the North Half of said Section Twenty (20) rods; thence somewhat West of South parallel with the above mentioned line of the Michigan Road Twenty-four (24) rods to the south line of the North Half of said Section; and thence West on said south line Twenty (20) rods to the place of beginning, said real estate was heretofore conveyed to Louis A. Annis and Mable M. Annis as shown in Deed Record 403, page 180 recorded May 10, 1946.

ALSO EXCEPTING, a parcel of land being a part of the Northwest Quarter of Section 26, Township 36 North, Range 2 East, Union Township, St. Joseph County, Indiana and being more particularly described as follows: Beginning at the southwest corner of a parcel of land conveyed to Louis A. Annis and Mable M. Annis in Deed Record 403, page 180 in the Office of the Recorder of St. Joseph County, Indiana; thence East along the south line of said Annis property projected East, a distance of 886.70 feet; thence North, a distance of 172.16 feet to the north line of said Annis property projected East; thence West along said north line projected East, a distance of 836.34 feet to the northeast corner of said Annis property; thence Southwesterly parallel with Michigan Road (now U.S. 31), a distance of 172.3 feet to the place of beginning.

PARCEL III:

A parcel of land taken out of the following described tract: A parcel of land containing 40 acres, taken off of and from the entire width of the East end of the North Half of the Southeast fraction lying East of the Michigan Road of Section 26, Township 36 North, Range 2 East; which parcel is described as follows: Beginning at a point on the south line of the North Half of the South Half of said Section 26, which point is 542.5 feet West of the east line of said Section; thence North 57 degrees West, 670 feet; thence North 23 degrees West, 460 feet; thence North 0 degrees 33 minutes East 542 feet to the north line of the South Half of said Section; thence West to the west line of the first above described tract; thence South 1328.08 feet, more or less, to the south line of said North Half of the South Half of said Section 26; thence East along said south line to the place of beginning.

Subject to legal highways.

65558 U.S. 31 Lakeville IN 46536

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 INSUREDS ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.



Issued By: Metropolitan Title of Indiana LLC
For questions regarding this commitment contact;
(574)271-2450 or fax to (574)243-1931
4100 Edison Lakes Parkway, Ste. 120
Mishawaka, IN 46545

Schedule B – Section I

Commitment No.: 4041-57868

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 Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

End of Schedule B - Section I

Schedule B - Section II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens encumbrances adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Part One: General Exceptions

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

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. 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.

Schedule B - Section II
Continued on next page

Schedule B - Section II
Continued

Part Two: 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. NOTE: 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.

3. 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.
4. NOTE: 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 closings occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD-1 form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
5. 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 transactions in which the title insurance company or its authorized agent acts as the settlement agent. In residential transactions, the closing protection letters are mandatory and must be issued to each party. In commercial transaction, closing protection letters are available upon request, but are not mandatory. First American Title 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.

6. Real estate taxes assessed for the year 2013 are due in two installments payable May 10, 2014 and November 10, 2014:
Parcel No.: 019-1033-0470 / 71-13-26-326-001.000-027
May Installment of \$4,019.44 shows paid
November Installment of \$4,019.44 shows paid

Tax Year: Current Year 2013 due 2014

Land:	\$170,200.00
Improvements:	\$224,000.00
Homeowners Exemption:	\$0.00
Mortgage Exemption:	\$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 2014 due in May and November, 2015.

7. Drainage/Ditch Assessment: Parcel No.: Shidler Hoffman (15) For the year: 2014; May installment of \$60.65 shows paid; November installment of \$60.65 shows paid.
8. Drainage/Ditch Assessment: Parcel No.: Shidler Lateral to Heston (30) For the year: 2014; May installment of \$31.58 shows paid; November installment of \$31.58 shows paid.
9. Annual assessment for the maintenance of Yellow River (126), shows none due at this time.
Note: Subsequent assessments as required.
10. Deed of easement to Indiana & Michigan Electric Company recorded January 30, 1967 in Deed Record 685, page 20. (Affects Parcels I and II).
11. 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.
12. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
13. Notwithstanding any reference to the acreage or quantity of land described on Schedule A, nothing contained herein insures the quantity of land contained within the boundaries of the land described in Schedule A.
14. Rights of the public and adjoining owners to the unobstructed flow of the waters of Hoffman-Shidler Ditch. (Affects Parcel III)
15. Right of Way for drainage, flow and maintenance of Hoffman-Shidler Ditch as set forth in IC 36-9-27-33. (Affects Parcel III)
16. We do not insure title to any portion of said premises that consists of artificial accretions, avulsions or fill. (Affects Parcel III)
17. Easement & Right of Way recorded March 16, 2011 as Instrument No. 1107456.

Note: This commitment is for informational purposes only and no final title policy will be issued.

End of Schedule B - Section II

Commitment for Title Insurance
FIRST AMERICAN TITLE INSURANCE COMPANY.

First American Title Insurance Company, a California 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



Timothy Kemp
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: **Metropolitan Title of Indiana LLC**
4100 Edison Lakes Parkway, Ste. 120
Mishawaka, Indiana 46545
Ph: (574)271-2450 or Fax to: (574)243-1931



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.



SCHEDULE A

Commitment No.: 4041-57869

Date Printed: June 04, 2014

1. Commitment Date: May 23, 2004 @ 8:00 AM

2. Policy or Policies to be issued:	Policy Amount
(a) ALTA Owners Policy (6-17-06)	\$500.00

Proposed Insured:
To be determined

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
RJ Newton Farms, LLC, an Indiana limited liability company

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

A parcel of land being a part of the North Half of the South Half of Michigan Road Lands Section 3, Township 35 North, Range 2 East, Union Township, St. Joseph County, Indiana, and being more particularly described as follows: Beginning at the East Quarter corner of said Section 3; thence South 0 degrees 16 minutes 26 seconds West along the East line of said Section 3 a distance of 1329.65 feet to the South line of the North Half of the South Half of said Section 3; thence South 89 degrees 28 minutes 50 seconds West along said South line a distance of 3865.73 feet to the Easterly right-of-way line of U.S. 31 South; thence North 17 degrees 25 minutes 22 seconds East along said Easterly right-of-way line a distance of 1399.05 feet to the East-West centerline of said Section 3; thence North 89 degrees 30 minutes 19 seconds East along said East-West centerline of Section 3 a distance of 3453.15 feet to the place of beginning. Said in survey to contain 111.76 acres more or less.

69610 US 31 Lakeville IN 46536

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.



Issued By: Metropolitan Title of Indiana LLC
For questions regarding this commitment contact;
(574)271-2450 or fax to (574)243-1931
4100 Edison Lakes Parkway, Ste. 120
Mishawaka, IN 46545

Schedule B – Section I

Commitment No.: 4041-57869

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 Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

End of Schedule B - Section I

Schedule B - Section II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens encumbrances adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Part One: General Exceptions

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

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. 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.

Schedule B - Section II
Continued on next page

Schedule B - Section II
Continued

Part Two: 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. NOTE: 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.

3. 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.
4. NOTE: 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 closings occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD-1 form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
5. 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 transactions in which the title insurance company or its authorized agent acts as the settlement agent. In residential transactions, the closing protection letters are mandatory and must be issued to each party. In commercial transaction, closing protection letters are available upon request, but are not mandatory. First American Title 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.

6. Real estate taxes assessed for the year 2013 are due in two installments payable May 10, 2014 and November 10, 2014:
Parcel No.: 019-1015-022602 / 71-18-16-400-003.000-027
May Installment of \$1,982.20 shows paid
November Installment of \$1,982.20 shows paid

Tax Year: Current Year 2013 due 2014

Land:	\$194,400.00
Improvements:	\$0.00
Homeowners Exemption:	\$0.00
Mortgage Exemption:	\$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 2014 due in May and November, 2015.

7. Drainage/Ditch Assessment: Parcel No.: Stock Heston ditch (31) 019-1015-022602 / 71-18-16-400-003.000-027
For the year: 2014; May installment of \$50.38 shows paid; November installment of \$50.38 shows paid.
8. Annual assessment for the maintenance of Yellow River ditch (126), shows none due at this time.
Note: Subsequent assessments as required.
9. Real estate taxes assessed for the year 2013 are due in two installments payable May 10, 2014 and November 10, 2014:
Parcel No.: 019-1015-022605 / 71-18-16-400-006.000-027 (Affects former Railroad Land)
May Installment of \$21.42 shows paid
November Installment of \$21.42 shows paid

Tax Year: Current Year 2013 due 2014

Land:	\$2,100.00
Improvements:	\$0.00
Homeowners Exemption:	\$0.00
Mortgage Exemption:	\$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 2014 due in May and November, 2015.

10. Annual assessment for the maintenance of Stock Heston ditch (31) due May 10, 2014, in the amount of \$5.00 shows paid.
Note: Subsequent assessments as required.
11. Annual assessment for the maintenance of Yellow River ditch (126), shows none due at this time.
Note: Subsequent assessments as required.
12. Easement granted to Indiana Bell Telephone Company, recorded July 19, 1939 in Deed Record 312, page 638.
13. Easement granted to Indiana and Michigan Electric Company, recorded October 27, 1967 in Deed Record 694, page 198.
14. Subject to provisions contained in the Deed recorded November 17, 1992 as Instrument No. 9242925. (Affects property lying in the former railroad right of way)
15. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
16. 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.
17. Notwithstanding any reference to the acreage or quantity of land described on Schedule A, nothing contained herein insures the quantity of land contained within the boundaries of the land described in Schedule A.

Note: This commitment is for informational purposes only and no final title policy will be issued.

End of Schedule B - Section II

Commitment for Title Insurance
FIRST AMERICAN TITLE INSURANCE COMPANY.

First American Title Insurance Company, a California 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



Timothy Kemp
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: **Metropolitan Title of Indiana LLC**
4100 Edison Lakes Parkway, Ste. 120
Mishawaka, Indiana 46545
Ph: (574)271-2450 or Fax to: (574)243-1931



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.

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REP

Jan 10
NO 50

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RECORDED AS PRESENTED ON
03/16/2011 12:52:31PM
PHILLIP B. DOTSON
ST. JOSEPH COUNTY
RECORDER
REC FEE: \$21.00
PAGES: 4

EASEMENT & RIGHT OF WAY

Parcel ID No. 019-1033-0470 (71-13-26-326-001.000-027)
Easement No. IN111005
Map No. 1248

THIS INDENTURE, made by and between RJ NEWTON FARMS LLC, an Indiana Limited Liability Company, whose address is 21320 Surface Avenue, Lakeville, Indiana 48536 ("Grantor"), and INDIANA MICHIGAN POWER COMPANY, an Indiana Corporation, whose post office address is P.O. Box 60, One Summit Square, Fort Wayne, Indiana 46801 ("Grantee").

WITNESSETH, that for One (\$1.00) Dollar and other good and valuable consideration in hand paid, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor does hereby grant and convey to Grantee a TWENTY FOOT (20') WIDE RIGHT-OF-WAY AND EASEMENT (see Exhibit "A" attached hereto for the specific dimensions and location identification) for the construction, operation, use, maintenance, repair, renewal, and removal of a line or lines of overhead and underground facilities and equipment for the transmission of electrical energy and for communication purposes, including the right to permit attachments of others to said facilities, in, on, along, under, over, across, and through the said easement, which easement is located on the following described REAL ESTATE, to-wit:

A part of the West Half of the Southwest Quarter of Section 26, Township 36 North, Range 2 East, in Union Township, St. Joseph County, Indiana, and more particularly described as follows:

All of the North Half of the South Half of Section 26, Township 36 North, Range 2 East, lying East of the Michigan Road, excepting 40 acres, off of and from the entire East end thereof.

ALSO EXCEPTING from the above described tract, two tracts of land described as follows:

TRACT I: A tract of land in the North Half of the South Half of Section 26, Township 36 North, Range 2 East, described as beginning at the intersection of the Easterly line of the Michigan Road and South line of said North Half of the South Half of said Section, running thence North 06-degree East with the Easterly line of said Michigan Road 582.6 feet; thence East 218.80 feet, more or less, to the Northeast corner of a tract of land conveyed by Theodore H. and Dorothy Jeddiah to Joseph S. and Kathleen Laweck, as shown in Deed Record 568, at Page 298, recorded July 2, 1957, thence South at right angles to the South line of the North Half of the South Half of said Section, a distance of 575.428 feet, more or less, to the South line of the North Half of the South Half of said section; thence West 310 feet, more or less, to the place of beginning.

TRACT II: Beginning on the Easterly line of Michigan Road in Section 26, Township 36 North, Range 2 East, at a point 568.9 feet Southerly measured along the Easterly line of Michigan Road from the intersection of said Michigan Road with the North line of L. M. Annis farm as recorded in Deed Record 227, Page 218, of the records of St. Joseph County, which point is on the South line of a cemetery, thence East along said cemetery line 315.8 feet to the Southeast corner of said cemetery, thence Southerly parallel with the Easterly line of said Michigan Road 300 feet; thence Westerly 312.3 feet to a point on the Easterly line of said Michigan Road, that is 250 feet from the place of beginning, thence Northerly along the Easterly line of said Michigan Road 250 feet to the place of beginning.

1107456

Being the same (or a part of the same) property conveyed to RJ NEWTON FARMS LLC, an Indiana Limited Liability Company, by Warranty Deed dated December 31, 2009, and recorded as Document Record 1001200 on January 14, 2010, in the Office of the Recorder of St. Joseph County, Indiana.

TOGETHER with the right of ingress and egress to, from, and over said premises, and also the right to cut, trim, and/or remove any trees or bushes which may endanger the safety or interfere with the construction, maintenance, or use of said facilities

GRANTEE shall promptly repair or replace all physical damage on the premises proximately caused by the construction, operation, and maintenance of Grantee's facilities.

GRANTOR warrants that no structure or building shall be erected upon said easement.

AFTER the completion of said system, the Grantor reserves the full use of the land which is not inconsistent with the existence and maintenance of said facilities but does agree not to change elevation or grade within the area of said easement without the written prior consent of Grantee.

IT IS AGREED that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representatives, heirs, successors, and assigns.

THE UNDERSIGNED PERSON executing this document on behalf of Grantor, represents and certifies that he is duly authorized and has been fully empowered by the Grantor to execute and deliver this document; that Grantor has full capacity to convey the real estate described here; and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal on FEB. 24, 2011.

RJ NEWTON FARMS LLC, an Indiana Limited Liability Company

By Joyce L. Newton, Member (Please print your name and title on this line exactly as it appears above)

STATE OF Indiana)
COUNTY OF St. Joseph) SS

Before me, a Notary Public in and for said County and State, on February 24, 2011, personally appeared Joyce L. Newton, the Member of RJ NEWTON FARMS LLC, an Indiana Limited Liability Company, and acknowledged execution of the foregoing document for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true

WITNESS my hand and Notarial Seal.



SANDRA L. GREGORY
Notary Public, Marshall County, INDIANA
My Commission Expires 06/28/2015
COMM NO. 568467

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.
Sylvia M. Durham

Prepared by:
Sylvia M. Durham, Right of Way Agent
AEP - Indiana Michigan Power Company
2929 W. Lathrop, South Bend, IN 46628
574 283.1870

EXHIBIT "A"

EASEMENT IN111005, MAP 1248

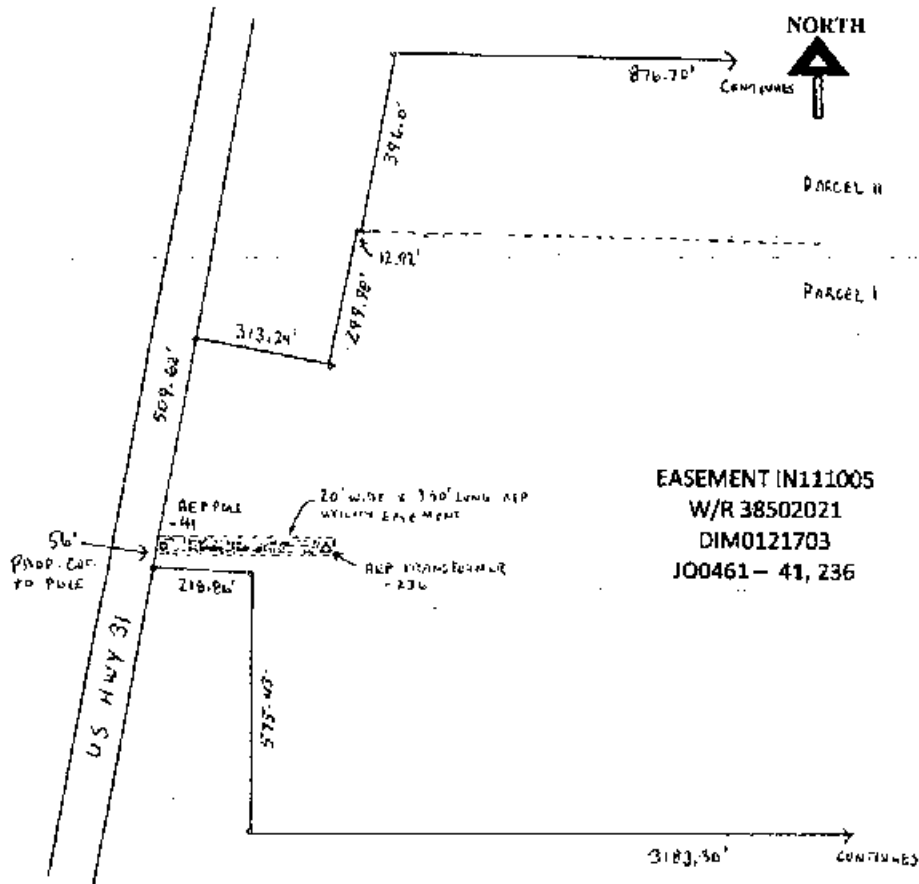
PIN 019-1033-1470 (71-13-26-326-001)
GRANTOR R J NEWTON FARMS LLC

County of: St. Joseph
Town of: Lakeville
Owner: R J Newton Farms, LLC
AEP Pole Map: J461
Service Address: 65800 US 31 South, Lakeville, IN 46536

Township: Union
Section: 28
Township: 38 N. Range: 2E.
Map No. 1248

A utility easement is granted to INDIANA MICHIGAN POWER COMPANY for the installation of electrical utilities. Easement dimensions are shown on sketch below.

Designer: Bruce Waggoner Drawn by: Bruce Waggoner Date: 01/26/11 Scale: None



EASEMENT IN111005
W/R 38502021
DIM0121703
J00461 - 41, 236

DEED OF EASEMENT
Form 1-66
37R

WO No. 790/0279

Easement No. 16 pt. 1 Map No. 1737

This Indenture, made this 5th day of November, 1965, by and between
Louis A. Annis and Mahel Annis, his wife

whose address is

Rural Route 1, Lakaville, Indianaof the County of St. Joseph

State of Indiana, (hereinafter called the "Grantor", whether one or more) and INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana Corporation authorized to do business in the State of Michigan whose post office address is 2101 Spy Run Ave., Fort Wayne, Indiana, (hereinafter called the "Grantee").

Witnesseth: That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which Grantor hereby acknowledges, Grantor hereby conveys and warrants to Grantee a permanent right of way and easement for ONE electric power line with the right to the Grantee to locate, construct, reconstruct, erect, operate, use, repair, maintain, renew, remove, inspect, patrol, at any and all times, poles, towers or supported structures, conductors and all necessary or useful facilities and equipment with respect to such line for transmitting electric or other energy, including crossarms, wires, cables, guys, anchors, counter-poles, grounding system, and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in, on, along, over, through and across the following described lands (hereinafter called "Premises") situated in Linton Township, County of St. Joseph, State of INDIANA, Section 26 Township 36N Range 2E more particularly described as follows: Bounded:

On the North by the lands of H.M., K. & A. Vincent; Wm. H. Worm; J. & L. Molnas;

On the East by the lands of Wm. H. & G. G. Worm;

On the South by the lands of J. S. & K. Laweski; E. M. & W. Whisler; R. E. & L. Hertel;

On the West by the lands of L. A. & M. Annis; Cemetery; M. & H. J. Thomas; J. & L. Molnas; W. & V. Major; J. S. & K. Laweski; H. E. & S. Miller; J. Kalafat.

ST. JOSEPH CO.
PUBLIC RECORDS
JAN 30 8 30 AM '67
BOOK 685 PAGE 20
RECORDED
BY JOHN A. KUCZYNSKI

Together with the right to the Grantee: to cut, to control or eliminate by herbicides, and at its option to remove from the Premises or the lands of the Grantor adjoining the same on either side, any trees, overhanging branches, vegetation, obstacles or obstructions which may endanger the safety or interfere with the installation, use, or enjoyment of all or any of Grantee's Facilities; to add to the number of and relocate at any time or times all of Grantee's Facilities; and of ingress and egress to, over and from the Premises and any adjoining lands of Grantor at any and all times for the purposes of exercising and enjoying any and all the rights hereby vested in Grantee.

It is understood and agreed:

1. The location of the route of the easement shall be established by a center line connecting the center points of the poles, towers or supported structures, as constructed on the Premises and/or an adjoining land.
2. Grantee shall promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on the Premises and shall pay Grantor all damages done to crops and livestock on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules at the market price in vicinity. All claims of Grantor for damages arising under this indenture shall be made at or mailed to the office of Grantee at Fort Wayne, Indiana, within thirty (30) days after such damages shall accrue.
3. Grantee shall pay to Grantor, at or prior to the time when construction of Grantee's Facilities is commenced on the Premises, Fifty Dollars (\$50) for each pole, tower or supported structure to be located thereon.
4. Grantor shall have the right to cultivate or otherwise use the Premises in any way not inconsistent with the easement hereby granted, but no building, structure or obstruction shall be placed by the Grantor under or within 35 feet (measured horizontally) of the centerline of the electric power line.

This instrument was prepared by
Don Andrew, Employee of Indiana
& Michigan Electric Company on
its behalf.

3. This indenture contains all the terms and conditions of this easement, express or implied, between the parties hereto and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective representatives, heirs, successors, assigns, lessees and licensees.

In Witness Whereof, the said Grantor has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Adna M. Cole
Adna M. Cole

Louis A. Annis
Louis A. Annis
Mabel Annis
Mabel Annis

14586

INDEXED

JAN 30 9 39 AM '67
BOOK 685 PAGE 20-21
EDWIN A. KALCZYNSKI
RECORDER

ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

STATE OF INDIANA }
County } ss.
Before me, *Robert O. Young*, a Notary Public in and for said
County and State, this 7 day of November, 1966, personally appeared
the above named Louis A. Annis and Mabel Annis, his wife
and acknowledged the execution of the within instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year
above written.
Robert O. Young
Robert O. Young Notary Public.
My commission expires APRIL 20, 1970

STATE OF INDIANA }
County } ss.
Before me _____, a Notary Public in and for said
County and State, this _____ day of _____, 19____, personally appeared
the above named _____
and acknowledged the execution of the within instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year
above written.

Notary Public.
My commission expires _____, 19____.

STATE OF MICHIGAN }
COUNTY OF } ss.
On this _____ day of _____, 19____, before me personally appeared

to me known to be the person described in and who executed the within instrument, and
acknowledged that _____ executed the same as _____ free act and deed.

Notary Public

County, Michigan
My commission expires _____, 19____.

#64141.

COMPARED

26-No. 1916.

J. C. Palmer and Flora R. Palmer
The Federal Land Bank of Louisville
for itself and as Attorney-in-Fact
for The Federal Farm Mortgage Corpora-
tion,

Deed of Easement.
Dated June 2nd, 1939.
Recorded July 19th, 1939.
Deed Record 312, pages 638-39.
Consideration \$100.00

To
Indiana Bell Telephone Company and the
American Telephone and Telegraph Company of
Indiana.

(Then Copy Ref. Card #86.)
Will in printed form ---we---we
---we---3---Union---St. Joseph

Signed by J. C. Palmer, Flora R. Palmer.

Also Signed by The Federal Land Bank of Louisville for itself and as
Attorney-in-Fact for The Federal Farm Mortgage Corporation, acting pursuant
to power of Attorney recorded in Record No. 54, page 79-81 records of
St. Joseph County, Indiana By: M. S. Kennedy Jr., Vice President, Attest:
E. B. Rogers Assistant Secretary and corporate seal affixed.

Acknowledged by M. S. Kennedy, Jr., Vice President, and E. B.
Rogers Assistant Secretary of The Federal Land Bank of Louisville, on
July 8th, 1939 before M. M. Mathison Notary Public for Jefferson County,
Kentucky and seal affixed.

Acknowledged by J. C. and Flora R. Palmer on June 2nd, 1939 before
Frank S. Crowder Notary Public for Marion County, Indiana and seal affixed.

This indenture, made this 7th day of October

Glen W. Warner and Lucy M. Warner, his wife

3301 SE 62nd Avenue

Portland, Oregon

of the County of Multnomah

State of Oregon, (hereinafter called the "Grantor", whether

MICHIGAN ELECTRIC COMPANY, an Indiana Corporation authorized

whose post office address is 2101 Spy Run Ave., Fort Wayne, Indiana

Witnesseth: That for One Dollar (\$1.00) and other good and valuable consideration, of which Grantor hereby acknowledges, Grantor hereby conveys and warrants to Grantee a right of way and easement for one electric power line with the right to the Grantee to construct, reconstruct, erect, operate, use, repair, maintain, renew, remove, inspect, patrol, and maintain poles, towers or supported structures, conductors and all necessary or useful facilities, appurtenances with respect to such line for transmitting electric or other energy, including crossarms, wires, clamps, anchors, counter-weights, grounding system, and all other appurtenant equipment and fixtures (all going being hereinafter called collectively "Grantee's Facilities") in, on, along, over, through and across the following described lands (hereinafter called "Premises") situated in Union Township, County of St. Joseph, State of Indiana, more particularly described as follows: Bounded: M.R.L.

- On the North by the lands of Frank J. & Florence L. Breen;
- On the East by the lands of Grover C. Jr. & Nellie Heyde;
- On the South by the lands of Lewis C. & Chloes Dowell;
- On the West by the lands of U.S. # 31;

The easement is more particularly described as follows: A strip of land 200 feet in width being 100 feet on either side of a center line described as follows: Beginning at a point on the North line of the aforescribed property, said point being approximately 1080 feet West of the Northeast corner of said property; thence Southeasterly to a point on the East line of said property, said point being approximately 205 feet North of the Southeast corner of said property.

Together with the right to the Grantee to cut, to control or eliminate by herbicides, and at its option to remove from the Premises or the lands of the Grantor adjoining the same on either side, any trees, overhanging branches, vegetation, obstacles or obstructions which may endanger the safety or interfere with the installation, use, or enjoyment of all or any of Grantee's Facilities; to add to the number of and relocate at any time or times all of Grantee's Facilities; and of ingress and egress to, over and from the Premises and adjoining lands of Grantor at any and all times for the purposes of exercising and enjoying any and all the rights herein

of, why, and how to construct, reconstruct, erect, operate, use, repair, maintain, renew, remove, inspect, patrol, at any and all times, poles, towers or supported structures, conductors and all necessary or useful facilities and equipment with respect to such line for transmitting electric or other energy, including crossarms, wires, cables, guy anchors, counter-poles, grounding system, and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in, on, along, over, through and across the following described lands (hereinafter called "Premises") situated in Union Township, County of St. Joseph, State of Indiana, Section 3, Township 35 N Range 2 E, more particularly described as follows: Bounded: M.R.L.

- On the North by the lands of Frank J. & Florence L. Breen;
- On the East by the lands of Grover C. Jr. & Nellie Heyde;
- On the South by the lands of Lewis C. & Chloee Dowell;
- On the West by the lands of U.S. # 31;

The easement is more particularly described as follows: A strip of land 200 feet in width being 100 feet on either side of a center line described as follows:

Beginning at a point on the North line of the aforescribed property, said point being approximately 1080 feet West of the Northeast corner of said property; thence Southeasterly to a point on the East line of said property, said point being approximately 205 feet North of the Southeast corner of said property.

Together with the right to the Grantee: to cut, to control or eliminate by herbicides, and at its option to remove from the Premises or the lands of the Grantor adjoining the same on either side, any trees, overhanging branches, vegetation, obstacles or obstructions which may endanger the safety or interfere with the installation, use, or enjoyment of all or any of Grantee's Facilities; to add to the number of and relocate at any time or times all of Grantee's Facilities; and of ingress and egress to, over and from the Premises, at any time lands of Grantor at any and all times for the purposes of exercising and enjoying the easement herein vested in Grantee.

It is understood and agreed:

1. The location, of the route of the easement shall be established by a center line connecting points of the poles, towers or supported structures, as constructed on the Premises and/or on adjacent lands.
2. Grantee shall promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on the Premises and shall pay Grantor all damages done to crops and livestock on the Premises caused by the construction, operation and maintenance of Grantee's Facilities. Any trees cut or removed by Board Measure, using Scribner's Lumber Rules at the market price in vicinity. All damages and expenses arising under this indenture shall be made at or mailed to the office of Grantor, in Indiana, within thirty (30) days after such damages shall accrue.
3. Grantee shall pay to Grantor, at or prior to the time when construction or operation commenced on the Premises, Fifty Dollars (\$50) for each pole, tower or supported structure.
4. Grantor shall have the right to cultivate or otherwise use the Premises in any way not inconsistent with the easement hereby granted, but no building, structure or obstruction shall be placed on the Premises under or within 100 feet (measured horizontally) of the centerline of the electric poles, towers or supported structures.

This instrument was prepared by Don Andrew, Employee of Indiana & Michigan Electric Company on its behalf.

5. This indenture contains all the terms and conditions of this easement, express or implied, between the parties hereto and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective representatives, heirs, successors, assigns, lessees and licensees.

In Witness Whereof, the said Grantor has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of:

Sylvia C. Campbell
Sylvia C. Campbell

Glen W. Warner
Glen W. Warner

Lucy M. Warner
Lucy M. Warner

28900

ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

OCT 27 8 30 AM '67

BOOK PAGE
EDWIN J. KUCZYNSKI
RECORDER

STATE OF INDIANA

St. Joseph County } ss.

Before me, Robert W. Garman, a Notary Public in and for said County and State, this 10th day of October, 19 67, personally appeared the above named Glen Warner and Lucy M. Warner

and acknowledged the execution of the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above written.

Robert W. Garman
Robert W. Garman Notary Public.

My commission expires Sept 23, 19 71

STATE OF INDIANA
County } ss.

Before me _____, a Notary Public in and for said County and State, this _____ day of _____, 19 _____, personally appeared the above named _____

and acknowledged the execution of the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above written.

Notary Public.

Lucy M. Warner
Lucy M. Warner

28900

ST. JOSEPH CO.
INDIANA
FILED RECORD
OCT 27 8 30 AM '67
BOOK PAGE
EDWIN J. SZYNSKI
RECORDS

STATE OF INDIANA }
St. Joseph County } ss.
Before me Robert W. Garman, a Notary Public in and for said
County and State, this 10th day of October, 1967, personally appeared
the above named Glen Warner and Lucy M. Warner.

and acknowledged the execution of the within instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year
above written.

Robert W. Garman
Robert W. Garman Notary Public.

My commission expires *Sept 23*, 1971

STATE OF INDIANA }
County } ss.
Before me _____, a Notary Public in and for said
County and State, this _____ day of _____, 19____, personally appeared
the above named _____

and acknowledged the execution of the within instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year
above written.

Notary Public.

My commission expires _____, 19____

STATE OF MICHIGAN }
COUNTY OF _____ } ss.
On this _____ day of _____, 19____, before me personally appeared
to me known to be the person described in and who executed the within instrument, and
acknowledged that _____ executed the same as _____ free act and deed.

_____, Notary Public
County, Michigan

My commission expires _____, 19____

U.S. RAILROAD VEST, Corp.
703 Michigan Ave.
Suite 4
LaPorte, IN 46350

Quitclaim - Indiana

Transfer 11508
Taxing Unit 11508
Date 11-17-92

6

9242925

THIS INDENTURE WITNESSETH, that THE PENN CENTRAL CORPORATION, a Pennsylvania corporation, having its principal office at One East Fourth Street, Cincinnati, Ohio 45202, (hereinafter referred to as the Grantor), for and in consideration of the sum of TWENTY DOLLARS (\$20.00) and other good and valuable consideration paid to said Grantor, the receipt of which sum is hereby acknowledged, quitclaims to U. S. RAILROAD VEST CORP., whose mailing address is 703 Michigan Avenue, Suite 4, LaPorte, Indiana 46350 (hereinafter referred to as the Grantee), all the right, title and interest of the said Grantor of, in and to the premises described in Schedule "A" attached hereto and made a part hereof.

FILED
NOV 17 1 46 PM '92
ST. JOHNS CO. INDIANA

DULY ENTERED FOR TAXATION
BEVERLY D. CRONE
AUDITOR
ST. JOHNS CO. INDIANA

SCHEDULE "A"

ALL THOSE PARCELS OR STRIPS of land situate in the County of St. Joseph, State of Indiana, and being all of the right, title and interest of the Grantor herein and to all those certain pieces or parcels of land and premises, easements, rights of way and any other rights of any kind whatsoever appurtenant thereto or used in conjunction therewith on and along that portion of the Plymouth Secondary Track of the former Philadelphia, Baltimore and Washington Railroad Company (predecessor of said Grantor), described as follows:

Parcel No. 1

BEING part of Sections 1, 2 and 3 of the Michigan Road Lands, Township 35 North, Range 2 East, situate in the Township of Union, described as follows:

BEGINNING at the South line of the Southeast Quarter of said Section 3 of the Michigan Road Lands as extended across the right-of-way of said railroad through a point in the centerline thereof at Railroad Valuation Station 8903+20, the same being the St. Joseph/Marshall County Line; thence extending in a Northeasterly direction along the centerline of said railroad a distance of 3.01 miles, more or less, to the Northerly line of U. S. Route 31 (a.k.a. Dixie Highway) lying in the Northeast Quarter of said Section 1 as extended across the right-of-way of said railroad through a point in the centerline thereof at Railroad Valuation Station 9062+10, more or less, the same being the Southerly sale line of land conveyed from said Grantor to Tracks Construction, Inc. by deed dated May 5, 1986, and being the place of ending.

Parcel No. 2

BEING a part of Sections 27 and 22, Township 36 North, Range 2 East, situate in the Township of Union, and a part of Sections 15, 10 and 3, Township 36 North, Range 2 East, and part of Sections 34 and 35, Township 37 North, Range 2 East, situate partly in the Village of Nutwood and partly in the Township of Centre, described as follows:

BEGINNING at the centerline of Pierce Road as extended across the right-of-way of said railroad through a point in the centerline thereof at Railroad Valuation Station 9121+82, more or less, the same being the Northerly sale line of property conveyed from said Grantor to the Town of Lakeville by deed dated August 20, 1985; thence extending in a Northerly direction along the centerline of said railroad a distance of 5.67 miles, more or less, to the Northerly line of Johnson Road as extended across the right-of-way of said railroad through a point in the centerline thereof at Railroad Valuation Station 9421+04, more or less, the same being the lateral outline as identified in Document Number PB&W-CRC-RP-47, Exhibit B, Page B-2, of the deed dated March 29, 1976, by and between John C. Kohl as Trustee of the property of The Philadelphia, Baltimore and Washington Railroad Company, Debtor as Grantor, and Consolidated Rail Corporation as Grantee, said document being recorded in the Office of the Recorder of Deeds for said St. Joseph County as Instrument Number 78-20288, on September 19, 1978, and being the place of ending.

WAP

SCHEDULE "A" (cont'd)

Parcel No. 3

BEING situate in the City of South Bend in said C, County of St. Joseph and State of Indiana, separately bounded and described according to a plan of survey made by Mid-Michigan Engineering and Survey dated October 25, 1978, as follows:

BEING the North Half of Lot 38 of "Samuel C. Stull's Second or South Park Addition to the City of South Bend", St. Joseph County, Indiana, described as beginning at the Northeast Corner of Lot 38; thence South 0° 16' 00" West, 3.0 feet along the West right-of-way Line of Franklin Street; thence South 89° 39' 00" West, 104.61 feet; thence North 0° 12' 49" East, 33.0 feet along the West Line of Lot 38; thence North 89° 39' 00" East, 104.64 feet along the North Line of Lot 38 to the Point of Beginning, containing 1,452 square feet, or 0.079 acres.

NAP

RESERVING unto Grantor permanent and perpetual easements in gross, freely alienable and assignable by the Grantor, for all existing wire and pipe facilities or occupations whether or not covered by license or agreement between Grantor and other parties, of record or not of record, that in any way encumber or affect the premises conveyed herein, and all rentals, fees and consideration resulting from such occupations, agreements and licenses and from the assignment or conveyance of such easements.

SUBJECT, however, to:

- (1) such state of facts that an accurate survey or personal inspection of the premises may disclose; and
- (2) the rights of the public in that portion of the premises within the lines of any public roads that cross the property herein conveyed; and
- (3) any easements of record.

GRANTEE acknowledges and agrees that:

- (1) should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor; and
- (2) Grantee will assume all obligations with respect to ownership, maintenance, repair, renewal or removal of the drainage structures, culverts and bridges located on, over or under the premises conveyed herein that may be imposed after the date of this Deed by any governmental agency having jurisdiction thereover; and
- (3) Grantee agrees that it shall pay the 1992 payable 1993 real estate taxes and any and all subsequent real estate taxes, special assessments, water and sewer rents, and any other taxes and charges on the property herein being conveyed.

THIS INSTRUMENT is executed and delivered by Grantor and accepted by Grantee as a replacement for a deed dated September 18, 1992 between the same parties, which deed was delivered September 18, 1992 and lost prior to recording.

The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Indenture so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

IN WITNESS WHEREOF, the said Grantor has caused this Indenture to be executed this day of
A.D., 1992.

SEALED AND DELIVERED
in the presence of us:

THE PENN CENTRAL CORPORATION

[Handwritten Signature]

By: *[Handwritten Signature]*
JOHN A. ANDERSON
Director - Real Estate

[Handwritten Signature]

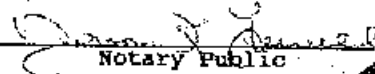
Attest: *[Handwritten Signature]*
PAMELA S. MEYERS
Assistant Secretary



STATE OF OHIO :
 : ss.
COUNTY OF HAMILTON :

BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid, this 13th day of November, 1992, personally appeared THE PENN CENTRAL CORPORATION by JOHN A. ANDERSON and PAMELA S. MEYERS, its Director - Real Estate and Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal the day and year aforesaid.


Notary Public

DEBORA K. FEWELL
Notary Public, State of Ohio
My Commission Expires Jan. 6, 1996



THIS INSTRUMENT PREPARED BY:
Timothy L. Mehle
One East Fourth Street
Cincinnati, Ohio 45202

#52307.

COMPARED

24-No. 2740. *cat*

E. S. Holdeman (single).
~~Successor, Indiana~~ party
of the first part.

To
Indiana & Michigan Electric
Company, a corporation organized
and existing under the laws of
the State of Indiana, party of the
second part.

right, privilege and authority to said party of the second part, its
successors, assigns, lessees, and tenants to construct, erect, operate
and maintain a line of poles and wires for the purpose of transmitting
electric or other power, including telegraph or telephone wires in, on,
along, over, through or across and also along any highway as now or
hereafter laid out abutting the following described lands situated in
Union Township, in the County of St. Joseph in the State of Indiana,
and part of Section No. 28 Township No. 36-N and Range No. 2-E and
bounded and described as follows:

- On the North by the lands of - A. S. Mottingly and North Line of
Sec. #28
- On the East by the lands of - C. L. Shafer
- On the South by the lands of - C. R. Nettrous and J. F. Auer
- On the West by the lands of - A. & M. Howell (108 acres)

Deed of Easement.
Dated September 14th, 1938.
Recorded December 30th, 1938.
Deed Record 307, page 280.
Consideration \$1.00 and the
contemplated plan of furnishing
service in the vicinity.
Grants, bargains, sells, con-
veys, and warrants, a right of
way and easement with the

BIDDER REGISTRATION

BIDDER PRE-REGISTRATION FORM

ST. JOSEPH COUNTY, INDIANA

WEDNESDAY, JULY 23, 2014

This form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Fax # 260-244-4431, no later than Wednesday, July 16, 2014

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____ Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Property or Properties # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

Brochure Newspaper Signs Internet Radio TV Friend

Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

Regular Mail E-Mail E-Mail address: _____

Tillable Pasture Ranch Timber Recreational Building Sites

What states are you interested in?

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

**ONLINE
BIDDER REGISTRATION**

Online Auction Bidder Registration
525± Acres • St. Joseph County, Indiana
Wednesday, July 23, 2014

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Wednesday, July 23, 2014 at 1:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions enclosed with the Bidder's Package. I understand that my deposit money will be returned in full if I am not the successful high bidder on any tract or combination of tracts. My bank routing number and bank account number is: _____. (This for return of your deposit money). My bank name and address is:

7. **TECHNOLOGYDISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

8. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Wednesday, July 16, 2014**. Send your deposit via wire transfer and return this form via fax to: **260-244-4431**.

I understand and agree to the above statements.

WITNESS the following duly authorized signature and seal:

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to: kevin@schraderauction.com or call Kevin Jordan at 260-229-1904.



950 North Liberty Drive, Columbia City, IN 46725
800.451.2709 / 260.244.7606
www.schraderauction.com

