

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company, LLC 108 W. Main Street Warsaw, IN 46580 Main Phone: (574)268-0065	Fidelity National Title Company, LLC 108 W. Main Street Warsaw, IN 46580 Main Phone: (574)268-0065 Main Fax: (574)268-0095

Order Number: 702500299

Property Address: 226 S State St, South Whitley, IN 46787

SCHEDULE A

1. Commitment Date: April 18, 2025 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2021
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Amount of Insurance: \$10,000.00
 - The estate or interest to be insured: Fee Simple
 - (b) ALTA Loan Policy 2021
 - Proposed Insured: Lender with contractual obligations under a loan agreement with the proposed insured owner identified in Item 2 above, its successors and/or assigns as their respective interests may appear
 - Proposed Amount of Insurance: \$10,000.00
 - The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:
 - Fee Simple
4. The Title is, at the Commitment Date, vested in:
 - Clearwater Car Wash, LLC, an Indiana limited liability company
5. The Land is described as follows:
 - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 92-08-04-101-101.000-002

A PART OF LOT NUMBER 1 IN PARRETT'S FIRST ADDITION TO THE TOWN OF SPRINGFIELD, NOW CALLED SOUTH WHITLEY, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK C, PAGE 105, IN THE OFFICE OF THE RECORDER OF WHITLEY COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 22 FEET SOUTH OF THE NORTHWEST CORNER OF LOT NUMBER 1 IN PARRETT'S FIRST ADDITION TO THE TOWN OF SPRINGFIELD, NOW CALLED SOUTH WHITLEY; THENCE RUNNING SOUTH, ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 51 FEET; THENCE EAST, A DISTANCE OF 110 FEET; THENCE SOUTH, A DISTANCE OF 10 FEET; THENCE EAST TO THE EAST LINE OF SAID LOT; THENCE NORTH, ON SAID EAST LINE, A DISTANCE OF 61 FEET; THENCE WEST TO THE PLACE OF BEGINNING.

ALSO, TWENTY-TWO (22) FEET OFF OF THE NORTH SIDE OF LOT NUMBER 1 IN PARRETT'S FIRST ADDITION TO THE TOWN OF SPRINGFIELD, NOW CALLED SOUTH WHITLEY, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK C, PAGE 105, IN THE OFFICE OF THE RECORDER OF WHITLEY COUNTY, INDIANA.

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**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. In the event any document is to be notarized using remote online notary, the following requirements apply:
 - A. Confirmation prior to closing that the County Recorders Office of Whitley, Indiana will accept and approve authorized electronic recording of electronically signed and notarized instruments in the form and format being used.
 - B. Electronic recordation in the Recorders Office of Whitley of the documents required herein to create the insured estates or interests.
 - C. Execution of instruments in accordance with Indiana law.
 - D. Acknowledgment of the documents required herein to create the insured estates or interests by a notary public properly commissioned as an online notary public by the Indiana Secretary of State with the ability to perform electronic and online notarial acts under IC 33-42-17.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

6. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity name below:

Limited Liability Company: Clearwater Car Wash, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c. If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d. If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing
- f. Certificate of Existence
- g. An original or certified copy of a resolution authorizing the transaction contemplated herein.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

7. Furnish for recordation a deed as set forth below:

Type of deed: Limited Liability Company Warranty
Grantor(s): Fee Simple Title Holder as shown on Schedule A
Grantee(s): Proposed Insured as shown on Schedule A

8. Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditors Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure.
9. The Company requires compliance with county ordinance number 2016-05 regarding a division or combination of parcels of land which require approval of the Parcel Committee established under said ordinance prior to recordation of instruments transferring real estate.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. Mortgage executed by proposed Mortgagor to the proposed insured lender.
12. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
13. As per the purchase agreement, current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
14. The Company should be furnished a Vendors Affidavit.
15. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.
16. Furnish proof that any outstanding municipal and/or county tax assessments which are due have been paid current.

NOTE: If Fidelity National Title Insurance Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the report date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Property Taxes are as follows:
 - Tax Year: 2024
 - Due and Payable: 2025
 - May Installment: \$1,280.70 Unpaid
 - November Installment: \$1,280.70 Unpaid
 - Name of Taxpayer: Clearwater Car Wash LLC
 - Land: \$23,000.00
 - Improvements: \$84,100.00
 - Exemptions: \$0.00
 - Tax Identification No.: 92-08-04-101-101.000-002
 - Description: Most N2 Lot 1 Parretts First Addition to Springfield
8. Taxes for the year 2025 are a lien, due in 2026, but are not yet due and payable.
9. Added improvements in place as of January 1, 2025 are subject to assessment which could increase the tax amounts due in 2026, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.

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**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

10. The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.
11. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
12. Covenants, conditions, restrictions, easements and building lines as shown in the plat of Parrett's First Addition to the Town of Springfield Subdivision recorded in Plat Book C, page 105.
13. Rights of tenants in possession as tenants only under unrecorded leases.
14. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the Land taken or used for road purposes.
15. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
16. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the Land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

NOTE: The Indiana statutes prohibit ownership of certain real property by certain foreign parties. The specific statutory language can be found at Indiana Code 1-1-16-1, et seq. and IC 32-22-3-1, et seq. (the Acts). Any loss or damage resulting from a violation of the Acts is excluded under the terms of the Policy.

NOTE: Fidelity National Title Insurance Company has not conducted a state court judgment search against the purchaser, as any state court judgment against the purchaser is subordinate to the insured mortgage herein pursuant to Indiana Code 32-29-1-4 which states: PURCHASE MONEY MORTGAGE Sec. 4. A Mortgage granted by a purchaser to secure purchase money has priority over a prior judgment against the Purchaser.

END OF SCHEDULE B, PART II

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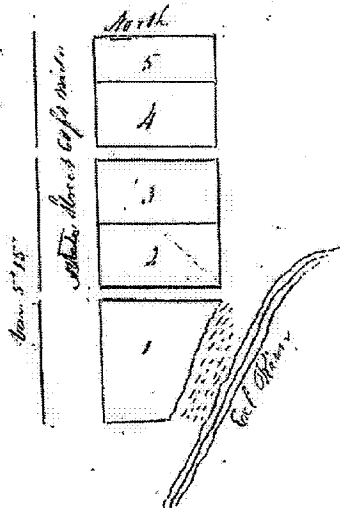
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Plat First Addition to the Town of Springfield

Sub. No. 1, 3, 4 are 112 poles by 8
 No 5 is 3 by 8 poles No 1 is 9 poles
 in front. Alley 10 feet wide



Scale 4 parts to an inch

The above Lots are laid off on the east side only adjoining the town of Springfield Whitley Co. by David H. Parrot and Abington H. Parrot.

State of Tennessee
 Whitley County Jss. Personally appeared before me the undersigned an acting Justice of the peace of said County David H. Parrot and Abington H. Parrot and acknowledged the within plat an addition to the town plat of Springfield and the size of the streets alley according to the within plat to be their own voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and seal this 30th day of January A.D. 1847.

Heron H. Collins
 Justice of the peace

Attest: Feb 3rd 1847

By: H. Collins, Notary

Sub. No. 1, 3, 4 are 112 poles by 8

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances and location of easements, acreage or other matters shown thereon.