

*Cover page for:*

**Preliminary Title Insurance Schedules**  
(with copies of recorded exception documents \*)

**\* Copies of documents evidencing Liens are not included. Buyer will be entitled to the removal of all exceptions for Liens at closing.**

*Preliminary title insurance schedules prepared by:*

**First American Title Insurance Company**  
(File Number: 1040440)

*For December 3, 2025 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Lloyd T. Arthur, et al.**



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

Issuing Agent: First American Title Insurance Company  
Issuing Office: 850 Massachusetts Ave, Ste 170, Indianapolis, IN 46204  
Issuing Office's ALTA® Registry ID: 1153505  
Commitment Number: 1040440  
Issuing Office File Number: 1040440  
Property Address: E. 300 S., Greenfield, IN 46140  
Revision Number:

**SCHEDULE A**

1. Commitment Date: October 22, 2025 at 8:00 a.m.
2. Policy to be issued:
  - a. ALTA® Standard Owner's Policy  
Proposed Insured: TBD  
Proposed Amount of Insurance: \$1,000.00  
The estate or interest to be insured: See Item 3 below
  - b. ALTA® Standard Loan Policy  
Proposed Insured: Lender To Be Determined  
Proposed Amount of Insurance: \$1,000.00  
The estate or interest to be insured: See Item 3 below
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:**  
  
Parker & Thomas, LLC, an Indiana limited liability company, as to Parcel 1, and  
  
Arthurs', Inc., as to Parcels 2, 7, 8, and  
  
Arthur's, Inc., as to Parcel 4  
  
Arthurs, Inc., as to Parcel 5  
  
Lloyd T. Arthur, as to Parcels 3, 6, and  
  
Arthur Gilt Farms LLC, as to Parcels 9, 10

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5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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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. Note: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,001 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
6. By virtue of IC 33-42-10 the official seal or stamp of an Indiana notary public commissioned or recommissioned after December 31, 2017 must include the following: 1) The words "notary public"; 2) The words "State of Indiana"; 3) The word "seal"; 4) The name of the notary public exactly as it appears on the notary public's commission certificate; 5) The words "commission number" followed by the commission number of the notary public; 6) The words "my commission expires" followed by the expiration date of the notary public's commission.
7. Indiana state law, effective July 1, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.

If a prohibited foreign entity or person is a party to this transaction, the Company must be notified in writing. The Company will not knowingly close or insure a transaction that violates the referenced state law.

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8. Submit to the Company the Operating Agreement, including any amendments thereto, of Parker & Thomas, LLC, and the Certificate from the appropriate office in its state of domicile evidencing proper filing of the Articles of Organization.

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

9. If the Articles of Organization do not appoint a Manager, we require a resolution signed by all members approving the execution of the Limited Liability Company Warranty Deed and appointing an individual to sign the Limited Liability Company Warranty Deed.

10. Submit to the Company the Operating Agreement, including any amendments thereto, of Arthur Gilt Farms LLC, and the Certificate from the appropriate office in its state of domicile evidencing proper filing of the Articles of Organization.

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

11. If the Articles of Organization do not appoint a Manager, we require a resolution signed by all members approving the execution of the Limited Liability Company Warranty Deed and appointing an individual to sign the Limited Liability Company Warranty Deed.

12. Submit to the Company a Resolution by the Board of Directors or Shareholders of Arthurs, Inc., authorizing the sale and directing the proper officers to execute the deed on behalf of the Corporation.

13. Submit to the Company documentary evidence issued by the appropriate office in its state of domicile that Arthurs, Inc. is a duly registered legal entity in good standing.

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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 Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien, or right to a lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
8. Existing unrecorded leases, if any, and rights of parties in possession under such unrecorded leases.
9. Real estate taxes assessed for the year 2024 are a lien and are due in two installments payable May 10 and November 10, 2025  
Assessed in the name of: Parker & Thomas LLC  
Parcel No.: 30-11-17-400-017.000-002, as to Parcel 1  
Taxing Unit and Code: Brandywine Township / 002  
Land: \$74,700.00

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Improvements: \$0.00

Homeowner's Exemptions: \$0.00

Mortgage Exemptions: \$0.00

Other Exemptions: \$0.00

May installment of \$489.51

Status: Paid

November installment of \$489.51

Status: Unpaid

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

10. Real estate taxes assessed for the year 2024 are a lien and are due in two installments payable May 10 and November 10, 2025

Assessed in the name of: Arthur's Inc

Parcel No.: 30-11-17-400-011.000-002, as to Parcel 2

Taxing Unit and Code: Brandywine Township / 002

Land: \$197,200.00

Improvements: \$155,300.00

Homeowner's Exemptions: \$0.0-0

Mortgage Exemptions: \$0.00

Other Exemptions: \$0.00

May installment of \$2,309.94

Status: Paid

November installment of \$2,309.94

Status: Unpaid

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

11. Real estate taxes assessed for the year 2024 are a lien and are due in two installments payable May 10 and November 10, 2025

Assessed in the name of: Lloyd T. Arthur

Parcel No.: 30-11-17-100-005.003-002, as to Parcel 3

Taxing Unit and Code: Brandywine Township / 002

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Land: \$65,900  
Improvements: \$0.00

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

May installment of \$431.84  
Status: Paid  
November installment of \$431.84  
Status: Unpaid

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.

12. Drainage/Ditch Assessment: Parcel No.: 30-11-17-100-005.003-002 For the year: 2025; May installment of \$5.00 Paid; November installment of \$0.00 None Due.
13. Real estate taxes assessed for the year 2024 are a lien and are due in two installments payable May 10 and November 10, 2025  
Assessed in the name of: Arthur's Inc  
Parcel No.: 30-11-17-200-004.001-002, as to Parcel 4  
Taxing Unit and Code: Brandywine Township / 002  
Land: \$47,200.00  
Improvements: \$0.00

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

May installment of \$309.30  
Status: Paid  
November installment of \$309.30  
Status: Unpaid

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.

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14. Real estate taxes assessed for the year 2024 are a lien and are due in two installments payable May 10 and November 10, 2025  
Assessed in the name of: Arthur's Inc  
Parcel No.: 30-11-18-400-012.001-002, as to Parcel 5  
Taxing Unit and Code: Brandywine Township / 002  
Land: \$16,500.00  
Improvements: \$290,200.00

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

May installment of \$2,009.80  
Status: Paid  
November installment of \$2,009.80  
Status: Unpaid

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.

15. Real estate taxes assessed for the year 2024 are a lien and are due in two installments payable May 10 and November 10, 2025  
Assessed in the name of: Lloyd T. Arthur  
Parcel No.: 30-11-18-400-014.000-002, as to Parcel 6  
Taxing Unit and Code: Brandywine Township / 002  
Land: \$62,600.00  
Improvements: \$159,200.00

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

May installment of \$1,453.46  
Status: Paid  
November installment of \$1,453.46  
Status: Unpaid

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.

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16. Real estate taxes assessed for the year 2024 are a lien and are due in two installments payable May 10 and November 10, 2025  
Assessed in the name of: Arthur's Inc  
Parcel No.: 30-11-17-300-009.000-002, as to parcel 7  
Taxing Unit and Code: Brandywine Township / 002  
Land: \$91,300.00  
Improvements: \$163,600.00

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

May installment of \$1,669.70  
Status: Paid  
November installment of \$1,669.70  
Status: Unpaid

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.

17. Real estate taxes assessed for the year 2024 are a lien and are due in two installments payable May 10 and November 10, 2025  
Assessed in the name of: Lloyd T. Arthur  
Parcel No.: 30-11-17-300-018.000-002, as to Parcel 8  
Taxing Unit and Code: Brandywine Township / 002  
Land: \$64,600.00  
Improvements: \$223,400.00

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

May installment of \$1,453.46  
Status: Paid  
November installment of \$1,453.46  
Status: Unpaid

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.

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18. Real estate taxes assessed for the year 2024 are a lien and are due in two installments payable May 10 and November 10, 2025  
Assessed in the name of: Arthur Gilt Farms, LLC  
Parcel No.: 30-11-31-100-009.001-002, as to Parcel 9  
Taxing Unit and Code: Brandywine Township / 002  
Land: \$7,800.00  
Improvements: \$330,400.00

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

May installment of \$2,216.22  
Status: Paid  
November installment of \$2,216.22  
Status: Unpaid

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.

19. Real estate taxes assessed for the year 2024 are a lien and are due in two installments payable May 10 and November 10, 2025  
Assessed in the name of: Arthur Gilt Farms, LLC  
Parcel No.: 30-11-31-100-009.002-002, as to Parcel 10  
Taxing Unit and Code: Brandywine Township / 002  
Land: \$2,100.00  
Improvements: \$98,700

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

May installment of \$660.54  
Status: Paid  
November installment of \$660.54  
Status: Unpaid

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.

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20. Real Estate taxes assessed for the year 2025 are a lien but are not yet due and payable.
21. Possible 553-Williamson Ditch assessments for the year 2026 and subsequent years are not yet due and payable.
22. Federal Tax Liens, filed against the individuals and entities shown below in the amounts stated and recorded in the Office of the Recorder of Hancock County, Indiana.

Tax Payer Recorded Instrument Amount

Arthur Gilt Farms LLC; October 12, 2016; [201810826](#); \$116,132.34  
Arthur Gilt Farms LLC; March 28, 2019; [201902600](#); \$28,815.50  
Arthur Gilt Farms LLC; November 13, 2020; [202015843](#); \$12,006.40

23. Certificate of Subordination of Property from Federal Tax Lien, filed as to Arthur Gilt Farms LLC, recorded July 19, 2023, as Instrument Number [202306684](#), in the Office of the Recorder of Hancock County, Indiana, in the amount of \$144,947.84.(Affects Tax Liens)1. Recorded October 12, 2016, as Instrument Number [201810826](#), in the amount of \$116,132.34.2. Recorded March 28, 2019, as Instrument Number [201902600](#), in the amount of \$28,815.50.

24. Intentionally Deleted

25. Certificate of Non-Attachment of Federal Tax Lien, filed as to Lloyd T. Arthur, recorded July 2, 2018, as Instrument Number [201806674](#), in the Office of the Recorder of Hancock County, Indiana, in the amount of \$75,290.67.

(Affects Tax Lien Recorded October 12, 2016, as Instrument Number [201810826](#), in the amount of \$116,132.34)

26. State of Indiana Department of Revenue Warrants for Collection of Tax filed against the parties in the amounts, dates filed and Instrument Numbers as follows:

Warrant No. Amount Against Recorded Docket/Page

[12250426](#); \$285.33 Arthurs Inc January 28, 2020; 02020 / 00028  
[12299763](#); \$462.71 Arthurs Inc July 8, 2020; 02020 / 00190  
[12300625](#); \$223.45 Arthurs Inc July 8, 2020; 02020 / 00190  
[12300626](#); \$158.86 Arthurs Inc July 8, 2020; 02020 / 00190  
[12302075](#); \$434.01 Arthurs Inc July 8, 2020; 02020 / 00190  
[12302076](#); \$311.59 Arthurs Inc July 8, 2020; 02020 / 00190  
[12302077](#); \$434.93 Arthurs Inc July 8, 2020; 02020 / 00190  
[12302826](#); \$389.12 Arthurs Inc July 8, 2020; 02020 / 00190

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[12302827](#); \$557.33 Arthurs Inc July 8, 2020; 02020 / 00190  
[12302828](#); \$396.84 Arthurs Inc July 8, 2020; 02020 / 00190  
[12303634](#); \$284.27 Arthurs Inc July 8, 2020; 02020 / 00190  
[12304334](#); \$545.25 Arthurs Inc July 8, 2020; 02020 / 00190  
[30132720](#); \$19.15 Arthurs Inc January 16, 2021; 02021 / 00016  
[30619066](#); \$271.09 Arthurs Inc November 19, 2022; 02022 / 00323  
[30619067](#); \$271.09 Arthurs Inc November 19, 2022; 02022 / 00323  
[31061743](#); \$271.09 Arthurs Inc August 2, 2024; 02024 / 00215  
[31079119](#); \$271.09 Arthurs Inc September 24, 2024; 02024 / 00268

27. Notice of Federal Tax Lien, in the stated amount of \$75290.67, filed against Lloyd T. Arthur, recorded July 2, 2018, as Instrument Number [201806674](#), in the Office of the Recorder of Hancock County, Indiana.

Certificate of Non-Attachment of Federal Tax Lien, filed as to Lloyd T. Arthur, recorded January 15, 2019, as Instrument Number [201900385](#), in the Office of the Recorder of Hancock County, Indiana, in the amount of \$75,290.67.

28. Judgment for \$60,950.00 plus costs and interest

Entered: March 21, 2024  
Court and Cause No.: Hancock Superior Court 1 / [30D01-2401-CC-000061](#)  
Plaintiff(s): Siemer Milling Company, Inc  
Defendant(s): Lloyd Arthur and Arthur Crop, LI.C  
Plaintiff's Attorney of record:

NOTE: The above referenced judgment must be paid off at the closing of this transaction unless a not-one-and-the-same-affidavit is executed at the closing.

29. Mortgage recorded December 17, 2020 as Document No. [202017958](#) made by Arthurs', Inc., a/k/a Arthur's, Inc., a/k/a Arthurs, Inc. and Arthur Gilt Farms, LLC a/k/a Arthur Gilt Farms LLC and Parker & Thomas, LLC and Lloyd T. Arthur to Star Financial Bank to secure a note in the originally stated principal amount of \$3,181,109.17, and to the terms and conditions thereof.

(Affects Parcels 1, 2, 3, 4, 5, 7, 9 and 10)

30. Assignment of Rents made by Arthurs' Inc., a/k/a Arthur's, Inc., a/k/a Arthurs, Inc. and Arthur Gilt Farms, LLC a/k/a Arthur Gilt Farms LLC and Parker & Thomas, LLC and Lloyd T. Arthur to Star Financial Bank recorded December 17, 2020 as document [202017959](#).

(Affects Parcels 1, 2, 3, 4, 5, 7, 9 and 10)

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31. Judgment and decree of foreclosure of the mortgage shown at Item No. 29 above, rendered December 2, 2023 in Cause No. [30D01-2308-MF-001351](#), in favor of Star Financial Bank and against Lloyd T. Arthur, Arthur Crop LLC and Arthur Gilt Farms, LLC and Arthurs', Inc. a/k/a Arthur's, Inc. a/k/a Arthurs, Inc. and Parker & Thomas, LLC and Department of the Treasury and Internal Revenue Service and State of Indiana and Department of Revenue and Hancock County Treasurer, Judgment Docket , Page . The attorney for the lender is Dentons Bingham Greenebaum, LLP.
32. Mortgage recorded February 6, 2017 as Document No. [201701445](#) made by Lloyd T. Arthur to STAR Financial Bank to secure a note in the originally stated principal amount of \$650,000.00, and to the terms and conditions thereof.

Modification of Mortgage recorded May 1, 2020, as Instrument Number [202004973](#), in the Office of the Recorder of Hancock County, Indiana and the terms, provisions and conditions contained therein.

(Affects Parcel 6 & 7)

33. Assignment of Rents made by Lloyd T. Arthur to STAR Financial Bank recorded February 6, 2017 as document [201701446](#).

(Affects Parcel 6 & 7)

34. Assignment of Rents made by Lloyd T Arthur to STAR Financial Bank recorded May 1, 2020 as document [202004974](#).

(Affects Parcel 6 & 7)

35. Easement in favor of: Public Service Company of Indiana, Inc.; Type of easement: tree trimming; Recorded: June 25, 1946; Instrument No.: 9509, at [Book 113, page 296](#). Subject to the terms and conditions thereof.

(Affects Parcel 6)

36. Easement in favor of: Public Service Company of Indiana, Inc.; Type of easement: electric line; Recorded: August 30, 1976; Instrument No.: [76-4055](#). Subject to the terms and conditions thereof.

(Affects Parcel 6)

37. Survey recorded as Instrument Number [20190446](#), in the Office of the Recorder of Hancock County, Indiana, and all matters disclosed thereby.

(Affects Parcel 6)

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38. 75 foot right of entry; setback and use restrictions; possible assessments for maintenance and/or reconstruction, and all rights of others entitled to the continued uninterrupted flow of water through the 553-Williamson, a legal drain established in accordance with I.C. 36-9-27-33.

(Affects Parcel 3)

39. Pending bankruptcy proceeding in the United States Bankruptcy Court for the Southern District of Indiana Indianapolis Division District of Indiana: In re: Lloyd Thomas Arthur Debtors Lloyd Thomas Arthur, Arthurs, Inc., Parker and Thomas LLC, Arthur Gilt Farms, LLC and Arthur Crop, LLC; Case No.: [25-00044-JMC-12](#); Date Filed: October 10, 2025; Chapter: 11; Debtor's attorney of record: .
40. Any reference to acreage in the legal description is for description purposes only and is not an assurance of the quantity of land.
41. 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.
42. Right of way for drains, tiles, feeders and laterals.

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**EXHIBIT A**

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

PARCEL 1: (Auction Parcel 1 and Part of Auction Parcel 2)

The Southeast Quarter of the Southeast Quarter of Section 17, Township 15 North, Range 7 East, Hancock County, Indiana, Containing 40 acres, more or less.

(For Reference Only) Property Address: East 300 South, Greenfield, Indiana

(For Reference Only) Tax Parcel Id No.: 30-11-17-400-017.000-002

PARCEL 2: (Auction Parcels 3 and 4 Part of Auction Parcel 2)

The West Half of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 17 Township 15 North, Range 7 East, Hancock County, Indiana, containing 120 acres, more or less.

EXCEPTING THEREFROM: (PIN 30-11-17-400-017.000-002)

The Southeast Quarter of the Southeast Quarter of Section 17, Township 15 North, Range 7 East, Hancock County, Indiana, containing 40 acres, more or less.

(Reference Only) Property Address: 1662 E 300 S, Greenfield, Indiana

(Reference Only) Tax Id. No.: 30-11-17-400-011.000-002

PARCEL 3: (Part of Auction Parcel 5)

A part of the South Half of the Northeast Quarter of Section 17, Township 15 North, Range 7 East in Brandywine Township, Hancock County, Indiana, described as follows:

Commencing at a brass monument in concrete marking the Northeast corner of said Quarter Section; thence South 01 degree 53 minutes 57 seconds East along the East line of said Quarter Section 1332.61 feet to the Northeast corner of the South Half of said Quarter Section; thence continuing South 01 degree 53 minutes 57 seconds East along said East line 483.98 feet to the point of beginning of this description; thence continuing South 01 degree 53 minutes 57 seconds East along said East line 166.33 feet; thence South 89 degrees 31 minutes 17 seconds West 187.48 feet to a wood corner post; thence South 01 degree 53 minutes 57 seconds East 225.72 feet; thence South 45 degrees 32 minutes 48 seconds West 143.81 feet; thence South 89 degrees 39 minutes 25 seconds West 635.72 feet to a wood corner post; thence North 88 degrees 57 minutes 19 seconds West 355.12 feet to a round concrete post (the next six (6) calls follow along an existing farm fence and/or extension thereof)

1) North 07 degrees 19 minutes 21 seconds West 317.90 feet;

2) North 31 degrees 07 minutes 48 seconds West 22.93 feet;

3) South 89 degrees 30 minutes 11 seconds West 504.21 feet;

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4) South 01 degree 52 minutes 15 seconds East 19.88 feet;  
5) South 83 degrees 24 minutes 55 seconds West 94.92 feet;  
6) South 01 degree 28 minutes 52 seconds East 662.81 feet to the South line of said Northeast Quarter; thence South 89 degrees 49 minutes 11 seconds West along said South line 742.59 feet to a round concrete post marking the Southwest corner of said Quarter Section; thence North 01 degree 33 minutes 07 seconds West along the West line of said Quarter Section 838.03 feet; thence North 89 degrees 35 minutes 42 seconds East of 2666.33 feet to the Point of Beginning, containing 29.598 acres, more or less.

(For Reference Only) Property Address: South State Road 9, Greenfield, Indiana  
(For Reference Only) Tax Parcel Id No.: 30-11-17-100-005.003-002

PARCEL 4: (Part of Auction Parcel 5)

The East Half of the Southeast Quarter of the Northwest Quarter of Section 17, Township 15 North, Range 7 East, Hancock County, Indiana, containing 20 acres, more or less.

(Reference Only) Property Address: Weber Road, Greenfield, Indiana  
(Reference Only) Tax Id. No.: 30-11-17-200-004.001-002

PARCEL 5: (Part of Auction Parcel 6)

The Northeast Quarter of the Southeast Quarter of Section 18, Township 15 North, Range 7 East, Hancock County, Indiana, containing 40 acres, more or less.

AND:

The East Division of the Northwest Quarter of the Southeast Quarter of said Section 18, Township 15 North, Range 7 East, described as follows:

Commencing at the Northeast corner of the said Northwest Quarter of said Southeast Quarter; thence South to the Southeast corner of said Northwest Quarter; thence West on the South line of said Northwest Quarter 30 rods; thence North parallel with the East line of said Quarter Section to the North line thereof; thence East 30 rods to the place of beginning, containing 15 acres, more or less.

EXCEPTING THEREFROM: (PIN 30-11-18-400-014.000-002)

A part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 15 North, Range 7 East, described as follows:

BEGINNING at a point on the East line of said Quarter-Quarter Section 450 feet North of the Southeast corner thereof; thence North on said East line 280 feet; thence West parallel with the South line of the Northeast Quarter of the Southeast Quarter section 233.35 feet; thence South parallel with the East line thereof 280 feet; thence East 233.35 feet to the place of beginning, containing in said exception 1.363 acres, more or less.

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And containing after said exception fifty-three and six hundred thirty-seven thousandths (53.637) acres, more or less.

FURTHER EXCEPTING THEREFROM: (PIN 30-11-18-400-012.000-002)

A part of the Southeast Quarter of Section 18, Township 15 North, Range 7 East, in Brandywine Township, Hancock County, Indiana, being more particularly described as follows:

Beginning at the Northeast corner of said Southeast Quarter; thence South 00 degrees 20 minutes 00 seconds West (assumed bearing) along the East line thereof a distance of 396.89 feet; thence North 87 degrees 04 minutes 42 seconds West a distance of 510.01 feet; thence South 19 degrees 28 minutes 31 seconds West a distance of 185.93 feet; thence South 16 degrees 43 minutes 07 seconds East a distance of 813.33 feet to the South line of the North Half of said Southeast Quarter Section; thence North 88 degrees 39 minutes 06 seconds West along the South line thereof a distance of 1011.84 feet to the Southwest corner of the northeast Quarter of said Southeast Quarter Section; thence South 88 degrees 39 minutes 06 seconds East (should be West) continuing along said South line thereof a distance of 495.00 feet; thence North 00 degrees 20 minutes 07 seconds East a distance of 1330.68 feet to the North line of said Southeast Quarter Section; thence South 88 degrees 43 minutes 22 seconds East along said North line a distance of 495.00 feet to the Northwest Quarter of the Northeast Quarter of said Southeast Quarter Section; thence South 88 degrees 43 minutes 22 seconds East continuing along said North line a distance of 1343.78 feet to the Point of Beginning. Containing 46.09 acres, more or less.

(Reference Only) Property Address: S 100 E, Greenfield  
(Reference Only) Tax Id. No.: 30-11-18-400-012.001-002

PARCEL 6: (Part of Auction Parcel 6)

A part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 15 North, Range 7 East, Hancock County, Indiana, described as follows:

Beginning at a point on the East line of said Quarter-Quarter Section 450 feet North of the Southeast corner thereof; thence North on said East line 280 feet; thence West parallel with the South line of the Northeast Quarter of the Southeast Quarter Section 233.35 feet; thence South parallel with the East line thereof 280 feet; thence East 233.35 feet to the place of beginning, containing 1.363 acres, more or less.

(For Reference Only) Property Address: 2636 S 100 E, Greenfield, Indiana  
(For Reference Only) Tax Parcel Id No.: 30-11-18-400-014.000-002

PARCEL 7: (Part of Auction Parcels 7 and 8)

The West Half of the Southwest Quarter of Section 17, Township 15 North, Range 7 East, Hancock County, Indiana, containing 80 acres, more or less.

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EXCEPTING THEREFROM: 30-11-17-300-018.000-002

A part of the West Half of the Southwest Quarter of Section 17, Township 15 North, Range 7 East, Hancock County, Indiana, described as follows:

Beginning at a point on the South line of said West Half Quarter Section 845 feet East of the Southwest corner thereof; thence East on said South line 270 feet; thence North parallel with the West line of the West half of the Southwest Quarter Section 255 feet; thence West parallel with the South line thereof 270 feet; thence South 255 feet to the Place of Beginning. Containing 1.58 acres, more or less.

FURTHER EXCEPTING THEREFROM:

A part of the Southwest Quarter of Section 17, Township 15 North, Range 7 East, in Brandywine Township, Hancock County, Indiana, described as follows:

Beginning at a point on the West line of said Quarter Section 902.85 feet South of the Northwest corner of said Quarter Section; thence East 263 feet; thence North 87.5 feet; thence East 200 feet; thence South 200 feet; thence West 200 feet; thence North 87.5 feet; thence West 263 feet to the West line of said Quarter Section; thence North along the said West line for a distance of 25 feet to the Place of Beginning. Containing 1.069 acres, more or less.

FURTHER EXCEPTING THEREFROM: PIN 30-11-17-300-009.001-002

The bold type indicates incorrect call

The following land description was prepared as part of an Original Survey by Stephen M. Cooper, Professional Surveyor S0557, of Coor Consulting & Land Services Corporation, per Job Number 2018-017, dated April 9, 2019, Last revised April 9, 2019, being a part of the East half of the Southwest Quarter of Section 17, Township 15 North, Range 7 East in Brandywine Township, Hancock County, Indiana, being described as follows:

Beginning at the Northwest corner of the Southwest Corner of said Section 17; thence South 58 degrees 11 minutes 50 seconds East (assumed bearing) along the North line thereof a distance of 1338.03 feet to the Northeast corner of the West Half of said Southwest Quarter Section; thence South 00 degrees 23 minutes 39 seconds West along the East Line of said Half Quarter Section a distance of 890.42 feet; thence North 88 degrees 11 minutes 50 seconds West parallel with the North line of said Southwest Quarter Section a distance of 873.93 feet to a point on the East line of a tract of land described in Instrument Number 2004065 in the Office of The Recorder for Hancock County, Indiana (the next 4 courses being along the East, West, and North lines of said tract), thence North 00 degrees 20 minutes 00 seconds East a distance of 86.97 feet to the Northwest corner of said tract; thence North 89 degrees 40 minutes 00 seconds West a distance of 200.00 feet to the Northwest corner of said tract; thence South 00 degrees 20 minutes 00 seconds West a distance of 87.50 feet to a corner of said tract; thence North 89 degrees 40 minutes 00 seconds West a distance of 263.00 feet to the West line of Southwest Quarter Section; thence North 00 degrees 20 minutes 00 seconds West along said West line a distance of

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902.85 feet to the Point of Beginning Containing, 27.00 acres, more or less.

FURTHER EXCEPTING THEREFROM: PIN 30-11-17-300-002.000-002

The following land description was prepared as part of an Original Survey by Stephen M. Cooper, Professional Surveyor S0557, of Coor Consulting & Land Services Corporation, per Job Number 2018-017, dated April 9, 2019, last revised April 9, 2019, being a part of the East half of the Southwest Quarter of Section 17, Township 15 North, Range 7 East in Brandywine Township, Hancock County, Indiana, being described as follows:

Commencing at the Northwest corner of the Southwest Corner of said Section 17; thence South 00 degrees 20 minutes 00 seconds West (assumed bearing) along the West line thereof a distance of 927.85 feet to the Point of Beginning, said point also being a Southwest corner of a tract of land described in Instrument Number 2004065 in the Office of the Recorder for Hancock County, Indiana (the next 4 courses being along the south, west, and east lines of said tract); thence South 89 degrees 40 minutes 00 seconds East a distance of 263.00 feet to a corner of said tract; thence South 00 degrees 20 minutes 00 seconds West a distance of 87.50 feet to the Southwest corner of said tract; thence South 89 degrees 40 minutes 00 seconds east a distance of 200.00 feet to the Southeast corner of said tract; thence North 00 degrees 20 minutes 00 seconds East a distance of 113.03 feet to a point on the east line of said tract; thence South 88 degrees 11 minutes 50 seconds East parallel with the North line of said Southwest Quarter Section a distance of 873.93 feet to a point on the East line of the West Half of said Southwest Quarter Section; thence South 00 degrees 23 minutes 39 seconds West along said East line a distance of 415.13 feet; thence North 88 degrees 11 minutes 50 seconds West parallel with the North line of said Southwest Quarter Section a distance of 1336.64 feet to a point on the West line of said Southwest Quarter Section; thence North 00 degrees 20 minutes 00 seconds West a distance of 377.73 feet to the Point of Beginning. Containing, 12.00 acres, more or less.

(Reference Only) Property Address: S 100 E, Greenfield, Indiana  
(Reference Only) Tax Id. No.: 30-11-17-300-009.000-002

PARCEL 8: (Part of Auction Parcel 8)

A part of the West Half of the Southwest Quarter of Section 17, Township 15 North, Range 7 East in Hancock County, Indiana, described as follows:

Beginning at a point on the South line of said West Half Quarter Section 845 feet East of the Southwest corner thereof; thence East on said South line 270 feet; thence North parallel with the West line of the West Half of the Southwest Quarter Section 255 feet; thence West parallel with the South line thereof 270 feet; thence South 255 feet to the place of beginning, containing 1.58 acres, more or less.

(For Reference Only) Property Address: 1162 E 300 S, Greenfield, Indiana  
(For Reference Only) Tax Parcel Id No.: 30-11-17-300-018.000-002

PARCEL 9: (Part of Auction Parcel 9)

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A part of the South Half of the Northeast Quarter of Section 31, Township 15 North, Range 7 East in Brandywine Township, Hancock County, Indiana; described as follows:

COMMENCING at a brass monument marking the Southeast corner of said Half-Quarter Section; thence North 00 degrees 07 minutes 34 seconds West (assumed bearing) along the East line of said Half-Quarter Section a distance of 1,283.27 feet to a P.K. nail marking the POINT OF BEGINNING of this description, said point being 50.00 feet distant Southerly measured along the East line of said Half-Quarter Section, from the Northeast corner of said Half-Quarter Section; thence North 89 degrees 02 minutes 50 seconds West parallel with the North line of said Half-Quarter Section a distance of 1,747.36 feet to a 5/8" capped rebar; thence South 00 degrees 31 minutes 10 seconds West parallel with the West line of said Half-Quarter Section a distance of 390.01 feet to a 5/8" capped rebar; thence North 89 degrees 02 minutes 50 seconds West parallel with the North line of said Half-Quarter Section a distance of 600 feet to a 5/8" capped rebar on the East line of a 6.75 acre tract of land conveyed to Mary A. Dodd per Instrument No. 93-3399 in the Office of the Recorder of Hancock County, Indiana said point being 330.00 feet distant Easterly, measured parallel with the North line of said Half-Quarter Section, from the West line of said Half-Quarter Section; thence North 00 degrees 31 minutes 10 seconds East along the East line of said 6.75 acre tract and along the East line of a 39.75 acre tract of land conveyed to Mary A. Dodd per Instrument No. 93-3399 in the Office of said Recorder and being parallel with the West line of said Half-Quarter Section a distance of 440.00 feet to the North line of said Half-Quarter Section, said point being 330.00 feet measured along the North line of said Half-Quarter Section from the Northwest corner of said Half-Quarter Section; thence South 89 degrees 02 minutes 50 seconds East along the North line of said Half-Quarter Section a distance of 2,346.80 feet to the Northeast corner of said Half-Quarter Section; thence South 00 degrees 07 minutes 34 seconds East along the East line of said Half-Quarter Section a distance of 50.00 feet to the POINT OF BEGINNING. Containing 8.065 acres, more or less.

(Reference Only) Property Address: 5254 S 100 E, Fountaintown, Indiana  
(Reference Only) Tax Id. No.: 30-11-31-100-009.001-002

PARCEL 10: (Part of Auction Parcel 9)

A part of the South Half of the Northeast Quarter of Section 31, Township 15 North, Range 7 East in Brandywine Township, Hancock County, Indiana; said part being more particularly described as follows:

Commencing at a brass monument marking the Southeast corner of said Half-Quarter Section; thence North 00 degrees 07 minutes 34 seconds West (assumed bearing) along the East line of said Half-Quarter Section a distance of 1,283.27 feet to the Southeast corner of an 8.065 acre tract of land conveyed to Arthur Gilt Farms LLC, per Instrument No. 94-11280 in the Office of the Recorder of said Hancock County. (The next 2 calls are along a Southerly and an Easterly boundary of said 8.065 acre tract); North 89 degrees 02 minutes 50 seconds West a distance of 1,747.36 feet; South 00 degrees 31 minutes 10 seconds West a distance of 390.01 feet to the Point of Beginning of this description; thence South 00 degrees 31 minutes 10 seconds West along the Southerly extension of the Easterly boundary of said 8.065 acre tract a distance of 130.00 feet; thence North 89 degrees 02 minutes 50 seconds West, parallel with the Southerly boundary of said 8.065 acre tract a distance of 600.00 feet to the Easterly boundary of

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a 6.75 acre tract of (and conveyed to Mary A. Dodd, per Instrument No. 93-3399 in the Office of the Recorder; thence North 00 degrees 31 minutes 10 seconds East along said Easterly boundary a distance of 130.00 feet to the Southwest corner of said 8.065 acre tract; thence South 89 degrees 02 minutes 50 seconds East along the Southerly boundary of said 8.065 acre tract a distance of 600.00 feet to the Point of Beginning. Containing 1.791 acres, more or less.

(Reference Only) Property Address: S 100 E, Greenfield, Indiana  
(Reference Only) Tax Id. No.: 30-11-31-100-009.002-002

*The Property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.*

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**ALTA COMMITMENT FOR TITLE INSURANCE  
issued by  
FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

  
Sally F. Tyler, President

  
Lisa W. Cornehl, Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;

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- e. Schedule B, Part I—Requirements;
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

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

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or

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- oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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113p2a6

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W.O.-31-2991--1  
10:00  
Parcel 7  
Tap to Greenfield(West Log) 66KV Line

#9509

TREE TRIMMING PERMIT

Hancock County  
Brandywine Township

In consideration of the sum of One Dollar(\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned hereby grant unto PUBLIC SERVICE COMPANY OF INDIANA, INC., an Indiana corporation; and to its successors and assigns, Grantee, the perpetual right, permit, easement and privilege, at all times and from time to time, to cut or trim all trees growing along the east line of the land hereinafter described, to such an extent as may be necessary to provide 10 feet vertical and 10 feet horizontal clearance; and, also, the right to remove any overhanging branches, in order to prevent the interference of such trees and branches with the transmission line operated by Grantee adjacent to the east line of said property. The property to which this permit refers is situated in Brandywine Township, in the County of Hancock, the State of Indiana, and is described as follows:

Part of the north half of the southeast quarter of section 18, township 15 north, range 7 east, containing 55 acres, more or less.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 3rd day of June, 1946.

William A. Gunn (Seal) HDL  
William A. Gunn 6-19-46  
Estella M. Gunn (Seal)  
Estella M. Gunn

STATE OF INDIANA )  
COUNTY OF HANCOCK ) SS:

William A. Gunn and Estella M. Gunn, h's wife who signed the foregoing instrument, personally appeared before me this day and acknowledged the execution of the above instrument and stated that the execution of said instrument by them was their voluntary act and deed for the purposes of said instrument.

WITNESS my hand and notarial seal this 3rd day of June, 1946:

Seal affixed  
My Commission expires May 11th 1950

Edward P. McQuade  
EDWARD P. MCQUADE Notary Public

Received for record this 25th day of June 1946 at 11:15 o'clock A.M.

APPROVED AS TO FORM  
BY H.L. Rehadt 6/24/46

*Myrtle Chandler* RHC

937 300  
W.O. 34925 - 5390  
DRAFT # 50124 9.00

Parcel 1  
16749  
Hancock County  
12.47 distribution Line  
Brandywine Township

ELECTRIC POLE LINE EASEMENT

IN CONSIDERATION of the sum of One Dollars (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned hereby grant unto PUBLIC SERVICE COMPANY OF INDIANA, INC., an Indiana corporation, and its successors and assigns, Grantee, the perpetual easement and right to construct, operate, patrol, maintain, reconstruct and remove an electric line, including necessary poles, wires, anchors, guys and fixtures attached thereto, for the transmission of electrical energy over, along or across the following described real estate situated in the County of Hancock, and State of Indiana, to-wit:

A strip of land ten ( 10 ) feet in width, lying five ( 5 ) feet wide on both sides of a center line, described as follows:

Beginning at a point 1963 feet North and 15 feet West of the Southeast corner of Section 18, Township 15 North, Range 7 East, in Brandywine Township, Hancock County, Indiana.

Thence Northwest for a distance of approximately 70 feet, thence East for a distance of 20 feet, thence retracing 20 feet West, thence West for a distance of 180 feet.

RECEIVED FOR RECORD  
12:01 P.M.

AUG 30 1976

Ernest E. Radobek  
Recorder Hancock County

The Grantor... reserves the use of said land not inconsistent with this grant.

The said Grantee is hereby granted the right and privilege at any time to cut and trim all trees on or which overhang the right of way above described and to clear the ground of timber and brush or to remove any other obstructions which, in the judgment of the Grantee, should be removed in order to prevent interference with the wires or appurtenances used in connection with said line.

Any damages to the crops or fences of the undersigned, or of the heirs, executors, administrators, assigns or tenants of the undersigned, caused by the employes of the Grantee, and occasioned by the original construction or subsequent acts of the Grantee's employes, shall be promptly paid by the said Grantee, provided claims for such damages, if any, are filed with the Grantee at its Plainfield office within thirty (30) days after such damages occur.

IN WITNESS WHEREOF, the undersigned ha... HER... hand... this... 5th day of

AUGUST, 1976  
Flora Jean Gunn Arthur (SEAL)  
Flora Jean Gunn Arthur (SEAL)

(SEAL)  
(SEAL)

STATE OF INDIANA  
COUNTY OF Hancock SHELBY } ss:  
MS

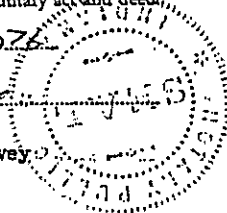
Personally appeared before me this day FLORA JEAN GUNN ARTHUR

A married adult

and acknowledged the execution of the foregoing instrument by HER to be HER voluntary act and deed

WITNESS my hand and notarial seal, this 5<sup>th</sup> day of AUGUST, 1976

My commission expires JULY 6, 1977

*Michael G. Spivey*  
Notary Public  
Michael G. Spivey  


This Instrument Was Prepared By Stephen K. Constock

*Flora Jean Gunn Arthur*  
10/12

**ELECTRIC POLE LINE  
EASEMENT**

From  
Flora Jean Gunn Arthur

Grantor

To  
**PUBLIC SERVICE COMPANY  
OF INDIANA, INC.**

Parcel 1  
12.47 KV distribution line  
County Hancock

