COMMITMENT FOR TITLE INSURANCE
Issued by
ESSENT TITLE INSURANCE, INC.

Transaction Identification Data:
Issuing Agent: Heritage Parke Title, LLC
Issuing Office: 102 Heritage Pkwy, Nappanee, IN 46550-1156
Issuing Office's ALTA® Registry ID: 1115221
Loan ID No.:
Commitment No.: 260360
Issuing Office File No.: 260360
Property Address: 700 N, Leesburg, IN 46538
N 425 W, Leesburg, IN 46538

SCHEDULE A

1. Commitment Date: August 20, 2026 at 08:00 AM

2. Policy to be issued:

   a. ALTA Owner's Policy 2021
   Proposed Insured: TBD
   Proposed Amount of Insurance: TBD
   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:

   Polk Family Farms Inc., an Indiana corporation

5. The Land is described as follows:

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Essent Title Insurance, Inc.. 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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SCHEDULE A
(Continued)

TRACT 1: (Parcel No. 43-06-02-100-001.000-019)

The West Half of the East Half of Section 2, Township 33 North, Range 5 East, Kosciusko County, Indiana, containing 142.22 acres, more or less.

LESS AND EXCEPTING:

A tract of land located in the southeast quarter of Section 2, Township 33 North, Range 5 East, 2nd P.M., Prairie Township, Kosciusko County, Indiana, more particularly described as follows:

Commencing at a railroad spike at the Southwest comer of the Southeast quarter of said Section 2, said point being located on the centerline of County Road 700 North; thence North 90 degrees 00 minutes 00 seconds East (assumed bearing), along the South line of said Southeast quarter and along said road centerline, 507.14 feet to a P.K. nail and the point of beginning; thence North 02 degrees 08 minutes 32 seconds East, 497.34 feet to a 1/2-inch iron bar; thence North 89 degrees 43 minutes 41 seconds East, 803.28 feet to an angle iron corner post; thence South 00 degrees 22 minutes 02 seconds West, along a fence line, 500.82 feet to a P.K. nail on the South line of said Southeast quarter and the centerline of said County Road 700 North; thence South 90 degrees 00 minutes 00 seconds West, along said South line and along said road centerline, 818.65 feet to the point of beginning.

TRACT 2: Parcel No. 43-02-35-300-064.000-012

The Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 35, Township 34 North, Range 5 East, Kosciusko County, Indiana, containing 80 acres, more or less.

Heritage Parke Title, LLC

Stephanie J. Douwsma

_____

Stephanie J. Douwsma, Authorized Signatory

ESSENT TITLE INSURANCE, INC.

Essent Title Insurance, Inc. CORPORATE SEAL 2005 COMMONWEALTH OF PENNSYLVANIA

Mark A. Casale

Mark A. Casale, President/CEO

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AMERICAN LAND TITLE ASSOCIATION

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ESSENT TITLE INSURANCE, INC.

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. Instrument in insurable form which must be properly executed, delivered and duly
   a. Warranty Deed from Fee Owner(s) to Proposed Insured Owner(s)
   b. Mortgage securing loan of Proposed Insured Mortgagee, if any
   c. Release(s) of Mortgage(s) as shown in Schedule B, II, if any

6. Effective July 1, 2009, IC 27-7-3.7 concerning Good Funds in real estate transactions requires funds from any party to the transaction in amounts over $10,000.00 to be in the form of an irrevocable wire transfer. Funds in an amount less than $10,000.00 must be Good Funds in accordance with IC 27-7-3.7.

7. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless it includes the following statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." Indiana Code Section 36-2-11-15.

8. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

9. By virtue of Indiana Code 27-7-3.6, a fee of $5.00 will be collected from the purchaser of each policy for each policy issued in conjunction with a closing on or after July 1, 2006. The fee should be designated as TIEFF (Title Insurance Enforcement Fund Fee) Charge.

10. Effective July 1, 2013, Senate Enrolled Act 370 (P.L. 80-213) requires title companies to charge a fee for closing protection letters in real estate transactions in which a title insurance company or its authorized agents is the settlement agent. In residential transactions, the closing protection letters are mandatory and must be issued to each party. In commercial transactions, closing protection letters are available upon request.

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11. We must be provided with a copy of the Certificate and Articles of Incorporation for Polk Family Farms Inc., an Indiana corporation stating that it is an established corporation in the State of Indiana.

12. We must be provided with written consent or resolution of Managers, if manager managed then manager written consent, of persons authorized to sign.

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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. Rights or claims of parties in possession not shown by the public record.

3. Easements or claims of easements, not shown by the public records.

4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.

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 record.

6. Taxes or special assessments which are not shown as existing liens by the public records.

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7. Taxes for the year 2025 payable in 2026 are as follows:
Parcel Number: 43-06-02-100-001.000-019 **(Tract 1)**
Township: Prairie & Jefferson
Assessed in the name of: Polk Family Farms Inc
Legal: 021-005-001 W 1/2 E 1/2 Ne 2-33-5 133.54A

Spring Installment	$1157.32 - PAID
Fall Installment	$1157.32 - PAID
Assessed Valuations:	2025-2026
Land	$202300
Improvements	$0
Exemptions (Homeowners)	$0
Exemptions (Supp. HC)	$0
Exemptions (OTHER)	$12138
Net Valuations	$190162

Taxes for the year 2026 are now a lien but are not due and payable until 2027

8. Ditch assessment for the Nickler Arm Ditch, Parcel No. 580 in the amount of $33.38 each installment.
Spring Installment-PAID, Fall Installment-PAID

9. Ditch assessment for the Fleugle, Wm Ditch, Parcel No. 531 in the amount of $69.75 each installment.
Spring Installment-PAID, Fall Installment-PAID

10. Taxes for the year 2025 payable in 2026 are as follows:
Parcel Number: 43-02-35-300-064.000-012 **(Tract 2)**
Township: Prairie & Jefferson
Assessed in the name of: Polk Family Farms Inc
Legal: 031-068-004 SW SE & SE SW 35-34-5 80.00A

Spring Installment	$622.54 - PAID
Fall Installment	$622.54 - PAID
Assessed Valuations:	2025-2026
Land	$163000
Improvements	$0
Exemptions (Homeowners)	$0
Exemptions (Supp. HC)	$0
Exemptions (OTHER)	$9780
Net Valuations	$153220

Taxes for the year 2026 are now a lien but are not due and payable until 2027

11. Ditch assessment for the Nickler Arm Ditch, Parcel No. 580 in the amount of $62.40 each installment.
Spring Installment-PAID, Fall Installment-PAID

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SCHEDULE B, PART II
(Continued)

12. Subject to Easement of Electrical Lines between Polk Family Farms, Inc., an Indiana Corporation as Grantor and Northern Indiana Public Service Company, an Indiana Corporation as Grantee, dated September 12, 2017 and recorded on September 26, 2017 as Instrument No. 2017091031, Kosciusko County Records.

13. Right-of-way of 800 N along the North side of said tract 1

14. Right-of-way of 700 N along the South side of said tract 1.

15. Right-of-way of 800 N along the South side of Tract 2.

16. Riparian rights are neither guaranteed nor insured; riparian or littoral rights of others in and to the ditch, stream or other body of water on, or through, the insured real estate described herein.

17. Rights of way for drainage tiles, feeders and laterals, if any.

18. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.

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RECEIVED
SEP 26 2017
Michelle L. Puckett
Auditor of Kosciusko County

2017091031 EASE $25.00
09/26/2017 02:31:47P 7 PGS
Joetta Mitchell
Kosciusko County Recorder IN
Recorded as Presented

CROSS-REFERENCE: In accordance with Indiana Code § 32-23-2-5(a), the easement described below burdens the real estate acquired by Warranty Deed dated December 23, 1980, and recorded in the Office of the Recorder for Kosciusko County, Indiana, as Document No. 290 page 430, on December 23, 1980.

EASEMENT FOR ELECTRICAL LINES EASEMENT # 40000-2168.00

KNOW ALL MEN, That Polk Family Farms, Inc., an Indiana Corporation (Grantor"), in consideration of the sum of one dollar ($1.00) and other valuable considerations, in hand paid to the Grantor, hereby grants to Northern Indiana Public Service Company, an Indiana Corporation, and its successors and assigns ("Grantee"), this easement (this "Easement") which grants Grantee the right and authority, from time to time, the perpetual irrevocable right and easement to enter upon the Easement Area (as defined below) to construct, erect, install, repair, replace, renew, maintain, extend, enlarge, alter, operate, inspect, patrol, and remove towers, poles, string wires, cables, conductors, guy wires, and other necessary equipment upon and between such towers and poles, together with all equipment, fixtures, and appurtenances (the "NIPSCO Facilities"); together with all the rights and privileges necessary or convenient for the transmission, distribution and delivery of electricity to the general public to be used for light, heat, power and other purposes as well as, including the right of ingress and egress to and from the Easement Area over adjoining lands of Grantor; and the right to survey, trim, cut down and remove or control by herbicides, now existing or future occurring vegetation, any overhanging branches or undergrowth, or any trees of such height which may, in the sole judgment of Grantee, endanger the safety of, or interfere with the use or enjoyment of, any of the NIPSCO Facilities, structures or equipment which interfere with the operation of the NIPSCO Facilitates, within, along and over that certain strip of land or right-of-way situated in the County of Kosciusko, State of Indiana, as further described on Exhibit A attached hereto and incorporated herein (the "Easement Area"), and from the adjoining lands of Grantor. Grantee shall also be permitted to use the fiber optic located within the static within the NIPSCO Facilities for internal

communication purposes provided that Grantee does not authorize third parties to utilize the NIPSCO Facilities for third party communication purposes.

Grantor shall have the right to fully use and enjoy the Easement Area except for such use as may interfere with the exercise by Grantee of the rights granted in this Easement. Grantor shall not construct or permit the construction or use of any building, house, structure, equipment or obstruction of any kind on or over the Easement Area that would interfere with the safe construction, maintenance, or operation of any NIPSCO Facilities.

Grantor further agrees that it will not permit, suffer or cause to be carried out any excavation, change of grade, or water impoundment on or about the Easement Area without the prior written consent of Grantee. It is agreed that the NIPSCO Facilities and each and every part thereof, whether fixed to the realty or not, shall be and remain the property of the Grantee.

Any damages to the crops, livestock, tile or fences of the Grantor within the Easement Area, or on lands of the Grantor adjoining the Easement Area, done by the Grantee in the construction, erection, installation, repair, maintenance, replacement or renewal of the NIPSCO Facilities shall be promptly paid by the Grantee. Patrolling the Easement Area and NIPSCO Facilities on foot shall not constitute grounds for a claim for crop damage.

With regard to the Easement Area, Grantor represents, to the best of its knowledge, that neither the Easement Area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the Easement Area for Grantee's intended use.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of the Grantee or its representatives and contractors, the Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Easement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath, on or along the Easement Area.

Grantee shall indemnify, hold harmless and defend Grantor for any claims, damages, losses, fines, penalties, costs and expenses, (other than consequential damages), suffered by Grantor which

directly result solely from the negligence of the Grantee or its representatives and contractors along the Easement Area.

The Grantor hereby covenants to be the owner in fee simple of the Easement Area, lawfully seized thereof, with good right to grant and convey this Easement herein, and guarantees the quiet possession thereof, and that the Grantor will warrant and defend the title to the Easement Area against all lawful claims.

The rights granted in this Easement may be assigned in whole or in part. This Easement is to be binding on the heirs, executors, administrators, grantees and assigns of the Grantor, and upon the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this Easement for Electrical Lines this 12th day of September, 2017.

POLK FAMILY FARMS, INC.

By: Timothy A Polk PRES.
Timothy A. Polk, President

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Personally appeared before me the undersigned, a Notary Public in and for said county and state, Timothy A. Polk, President of Polk Family Farms, Inc. who acknowledged the execution of the foregoing instrument to be his voluntary act and deed.

WITNESS my hand and notarial seal this 12th day of September, 2017.

Signature Kevin L Christner

Print Name KEVIN L CHRISTNER
Notary Public

My Commission Expires January 14, 2021
A Resident of Marion County, Indiana

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. - André Wright

This instrument prepared by: André Wright, NiSource Corporate Services Company, 801 East 86th Avenue, Merrillville, Indiana 46410.

KEVIN L. CHRISTNER NOTARY PUBLIC MARION COUNTY NOTARY PUBLIC SEAL JANUARY 14, 2021 STATE OF INDIANA

Exhibit A

Legal Description of the Easement Area

*This statement has been added because there is not enough print on this page for the scanner to detect.

Kosciusko County Recorder

EXHIBIT "A"

EASEMENT DESCRIPTION

A strip of land in the Northeast Quarter (NE 1/4) of Section 2, Township 33 North, Range 5 East, Prairie Township, Kosciusko County, State of Indiana, and being that part of the Grantor's land lying within the easement lines depicted on the attached Easement Parcel Plat marked Exhibit "B" described as follows:

Beginning at a point on the Grantor's West line, said point being South 2°10'37" East a distance of 429.85 feet from Point "10422" designated on said Plat; thence North 33°01'10" East a distance of 520.78 feet to a point on the Grantor's North line; thence North 88°38'18" East along the Grantor's North line a distance of 1035.55 feet to the Grantor's Northeast corner; thence South 2°01'47" East along the Grantor's East line a distance of 190.01 feet; thence South 88°38'18" West a distance of 937.55 feet; thence South 33°01'10" West a distance of 649.35 feet; thence South 5°49'44" West a distance of 168.01 feet to a point on the Grantor's West line; thence North 2°10'37" West along the Grantor's West line a distance of 462.84 feet to the place of beginning of this description.

Containing 6.979 acres of land.

STATE ID: 43-06-02-100-001.000-019

SURVEYOR'S STATEMENT

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT, TOGETHER WITH THE "LOCATION CONTROL SURVEY" RECORDED IN DOCUMENT NO. 2014020120 IN THE OFFICE OF THE RECORDER OF KOSCIUSKO COUNTY, INDIANA, (INCORPORATED AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865 IAC 1-12 ("RULE 12").

THIS PLAT WAS PREPARED USING INFORMATION OBTAINED FROM THE COUNTY RECORDS. IT DOES NOT REPRESENT A SURVEY OF THE OWNER'S PROPERTY. DIMENSIONS SHOWN ALONG THE EXISTING PROPERTY LINES ARE TAKEN FROM THE LISTED RECORD DOCUMENTS.

IT IS INTENDED THAT THE MONUMENTS AND COORDINATE VALUES SHOWN ON THESE EXHIBITS AND THE SAID "LOCATION CONTROL SURVEY" BE USED AS THE BASIS FOR LOCATING THE EASEMENT LINES SHOWN HEREON.

CHRISTIAN F. MARBACH REGISTERED No. 880002 STATE OF INDIANA LAND SURVEYOR

CHRISTIAN F. MARBACH PLS #880002

REVISED: 12-17-2014

EASEMENT PARCEL PLAT
FOR NIPSCO PARCEL 40000-2168.00
PART OF THE NE 1/4 & SE 1/4, SEC 2, T33N, R5E,
PRAIRIE TOWNSHIP, KOSCIUSKO COUNTY
INDIANA

Marbach
Marbach, Brady & Weaver, Inc.
Engineering & Surveying Since 1918

3220 Southview Drive
Elkhart, Indiana 46514
(574) 266-1010
Fax: (574) 262-3040
info@marbachpls.com
www.marbachpls.com

AUTOCAD FILE: 0178-2013 Kosciusko Co Parcel Plat Condemnation.dwg

JOB NUMBER	SCALE	DRAWN BY
0178-2013	NONE	A.K.M. / TRS

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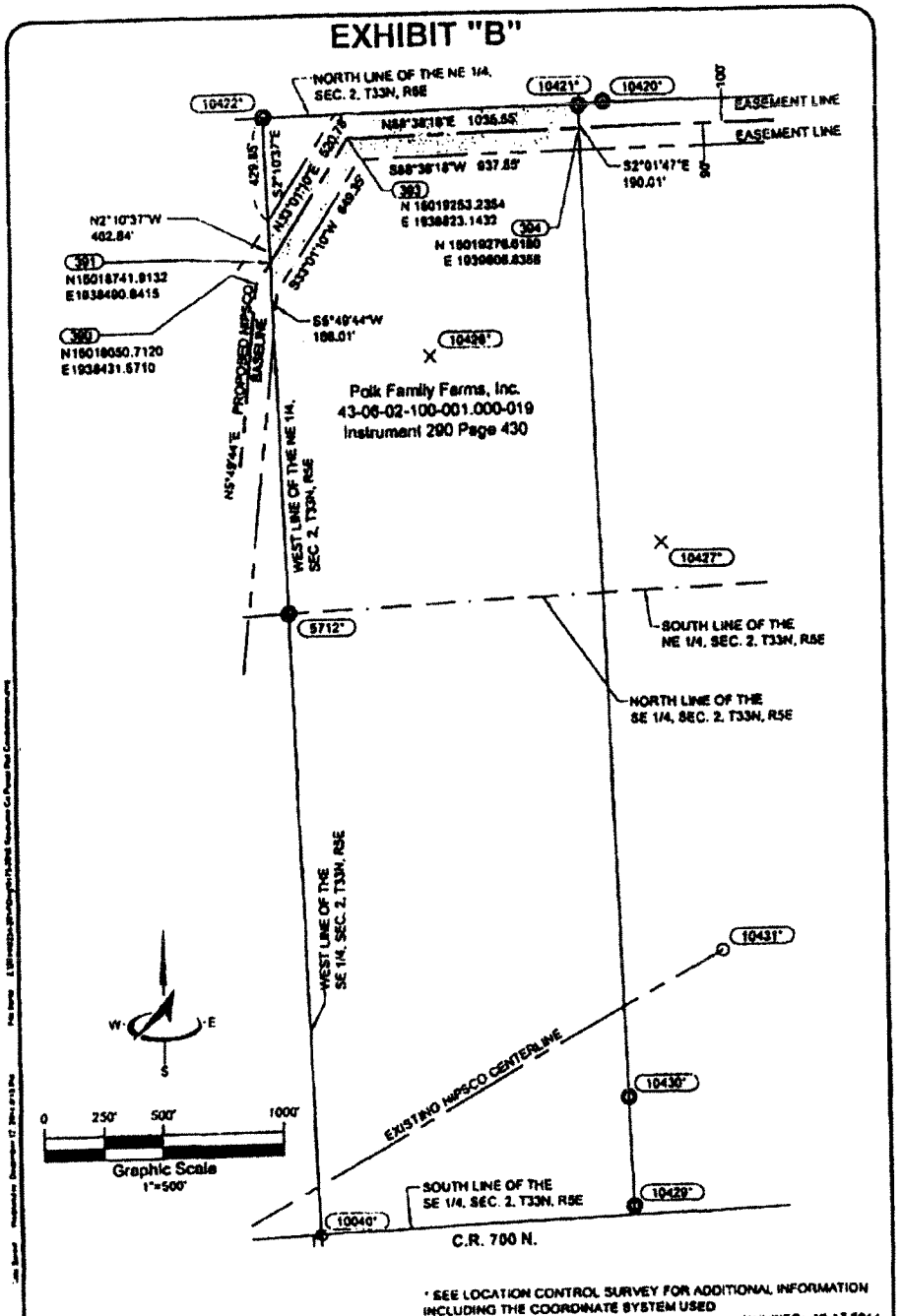
DRAWING NO. L-33214

EXHIBIT "B"



* SEE LOCATION CONTROL SURVEY FOR ADDITIONAL INFORMATION INCLUDING THE COORDINATE SYSTEM USED

REVISED: 12-17-2014

EASEMENT PARCEL PLAT
FOR NIPSCO PARCEL 40000-2166.00
PART OF THE NE 1/4 & SE 1/4, SEC 2, T33N, R5E,
PRAIRIE TOWNSHIP, KOSCIUSKO COUNTY
INDIANA

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www.marbachpls.com

AUTOCAD FILE: 0175 2013 Kosciusko Co Parcel Plat Condemnation.dwg

JOB NUMBER	SCALE	DRAWN BY		SHEET	DRAWING NO
0175-2013	1"=500'	A.K.M. / T.R.S.	© 2014 Marbach, Brady & Weaver, Inc.	SHEET 2 OF 2	L-33214