COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY

File No.: 260350 **Commitment No.:** 260350

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.: 260350
Issuing Office File No.: 260350
Property Address: W 500 N, Warsaw, IN 46582

SCHEDULE A

1. Commitment Date: August 18, 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 & Sons, 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 Stewart Title Guaranty. 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)

THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 33 NORTH, RANGE 5 EAST, PRAIRIE TOWNSHIP, KOSCIUSKO COUNTY, INDIANA, **LESS AND EXCEPTING** THEREFROM THE FOLLOWING TRACT:

BEGINNING AT A 5/8 INCH BRASS PLUG AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 23, SAID POINT BEING AT THE INTERSECTION OF THE CENTERLINE OF COUNTY ROAD 400 WEST AND COUNTY ROAD 500 NORTH; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST (ASSUMED BEARING), ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER AND ALONG THE CENTERLINE OF SAID COUNTY ROAD 500 NORTH, 304.80 FEET TO A P.K. NAIL; THENCE SOUTH 00 DEGREES 08 MINUTES 15 SECONDS WEST, 500.20 FEET TO A 1/2-INCH IRON BAR; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 304.80 FEET TO A 1/2-INCH IRON BAR ON THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 08 MINUTES 15 SECONDS EAST, ALONG SAID WEST LINE AND ALONG A FENCE LINE, 500.20 FEET TO THE POINT OF BEGINNING.

ALSO, LESS AND EXCEPTING:

PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 33 NORTH, RANGE 5 EAST, KOSCIUSKO COUNTY, INDIANA (THIS DESCRIPTION PREPARED BY KEVIN R. MICHEL, LS80870006, AS PART OF ORIGINAL SURVEY RV-148 COMPLETED BY J.K. WALKER AND ASSOCIATES, P.C., DATED OCTOBER 24, 2023), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A MAG NAIL FOUND AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 25 MINUTES 46 SECONDS WEST (GPS GRID BEARING AND USED AS THE BASIS OF BEARINGS FOR THIS DESCRIPTION), ON AND ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, BEING WITHIN THE RIGHT-OF-WAY OF COUNTY ROAD 500 NORTH, A DISTANCE OF 295.16 FEET TO A MAG NAIL, THENCE SOUTH 01 DEGREES 24 MINUTES 14 SECONDS EAST, A DISTANCE OF 295.16 FEET TO A 5/8-INCH IRON PIN CAPPED "WALKER"; THENCE NORTH 88 DEGREES 25 MINUTES 46 SECONDS EAST, A DISTANCE OF 295.16 FEET TO A 5/8-INCH IRON PIN CAPPED "WALKER" ON THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 01 DEGREES 24 MINUTES 14 SECONDS WEST, ON AND ALONG SAID EAST LINE, A DISTANCE OF 295.16 FEET TO THE POINT OF BEGINNING, CONTAINING 2.00 ACRES OF LAND, MORE OR LESS.

Heritage Parke Title, LLC

Stephanie J. Douwsma

_____
Stephanie J. Douwsma, Authorized Signatory

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

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File No.: 260350 **Commitment No.:** 260350

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.

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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.

11. We must be provided with a copy of the Certificate and Articles of Incorporation for Polk & Sons Inc 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: 43-06-23-400-005.000-019
Township: Prairie
Assessed in the name of: Polk & Sons Inc
Legal: 021-090-001.A Tr Nw 23-33-5 154.50A

Spring Installment	$1576.66 - PAID
Fall Installment	$1576.66 - PAID

Assessed Valuations:	2025-2026
Land	$275600
Improvements	$0

Exemptions (Homeowners)	$0
Exemptions (Supp. HC)	$0
Exemptions (OTHER)	$16536
Net Valuations	$259064

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

8. Right-of-way of 500 N along the North side of said tract.

9. 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.

10. 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.

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

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