

COMMITMENT

SCHEDULE A

<u>COMMITMENT No.</u>	<u>EFFECTIVE DATE:</u>	<u>Policy or Policies to be issued:</u>	
		<u>ALTA Owner's Policy</u> <u>(6-17-06)</u>	<u>ALTA Loan Policy</u> <u>(6-17-06)</u>
08-08-64-GRAPER TRACT: A: 49-51	AUGUST 12, 2008 at 8 o'clock A.M.	\$T.B.D.	

**Proposed Insured -- LOAN:**

**Proposed Insured -- OWNER'S:**

T.B.D.

**The estate or interest in the land described or referred to in the Commitment and covered herein is a fee simple and title thereto is at the effective date hereof vested in:**

KIMBALL INTERNATIONAL, INC.

**The land referred to in this Commitment is described as follows:**

A part of the North one half of the Northeast quarter of Section 35, Township 4 North, Range 4 West, described as follows: Beginning at the Northeast corner of Section 35, Township 4 North, Range 4 West and running thence West on section line 1476.1 feet; thence South 32 degrees 00' East 371.03 feet to the center of a County Road; thence North 79 degrees 23' East 458.95 feet along REMC Pole Line; thence North 79 degrees 19' East 446.9 feet along said pole line; thence North 81 degrees 36' East 100.41 feet to the section line; thence North 76.41 feet to the place of beginning, containing 6.4046 acres more or less.

Also, the Northwest quarter of Section 36, Township 4 North, Range 4 West, containing 160 acres, more or less.

Also, commencing at the Southeast corner of the Southwest quarter of the Northeast quarter of Section 36, Township 4 North, Range 4 West; and running thence West 80 rods to the Southwest corner of said quarter quarter section; thence North 160 rods to the Northwest corner of the Northwest quarter of the Northeast quarter; thence East 37 rods 13 links; thence South 14 2/3 rods; thence East 22 rods to the Dover Hill to Mountain Springs Road; thence Southwesterly following the meanderings of said road to a point 46 rods North and 29 rods West of the point of beginning; thence East 29 rods; thence South 46 rods to the place of beginning, containing 60.64 acres, more or less.

Also, commencing at the Northeast corner of the Northwest quarter of the Southeast quarter of Section 36, Township 4 North, Range 4 West; and running thence West 80 rods; thence South 8 rods; thence East 80 rods; thence North 8 rods to the place of beginning containing 4 acres, more or less.

--- End of Schedule A ---

SCHEDULE B

**Commitment No. 08-08-64-GRAPER**

**TRACT: A: 49-51**

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

- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- B. Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- C. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- D. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the Commitment.
- E. Any Owner's Policy issued pursuant hereto will contain under Schedule B the General Exceptions set forth below. Any Loan Policy will contain under Schedule B General Exceptions 1, 2 and 3 unless a satisfactory survey is furnished; General Exception 4 will appear unless satisfactory evidence is furnished that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

**General Exceptions:**

- 1. Rights or Claims of parties in possession not shown by the public records.
- 2. Easements, or claims of easements, not shown by the public records.
- 3. 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.
- 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by any public records.
- 5. Taxes or special assessments which are not shown as existing liens by the public record.

**F. Special Exceptions:**

- 1. Taxes for 2007 due and payable 2008, in the name of Kimball International, Inc.,  
Parcel # 001-35440-16 (Map# 51-04-35-100-004.000-001) (6.4046 Acres)  
May installment: \$2.50 Paid November installment: \$2.50 Paid  
  
Parcel # 001-36440-01 (Map # 51-04-36-200-001.000-001) (120 Acres)  
May installment: \$2.50 Paid November installment: \$2.50 Paid  
  
Parcel # 001-36440-02 (Map # 51-04-36-200-005.000-001) (40Acres)  
May installment: \$2.50 Paid November installment: \$2.50 Paid  
  
Parcel # 001-36440-03 (Map # 51-04-36-800-002.000-001) (64.64 Acres)  
May installment: \$2.50 Paid November installment: \$2.50 Paid
- 2. Taxes for 2008 due and payable in 2009, a lien, but not yet due and payable and taxes for all subsequent years which are not yet a lien.
- 3. Application for Forestry recorded 1-26-96, in Misc. Record 37, page 62.
- 4. Application for Wildlife Habitat recorded 1-18-96, in Misc. Record 37, page 31.
- 5. Oil & Gas Lease To Ohio Oil, Inc. recorded 1-2-96 , in Lease Record 18, page 124. (Includes Other Land)
- 6. Rights of the Public, State of Indiana, County and Municipality in and to that part of the premises taken or used for road purposes.
- 7. Rights of way for drainage tiles, ditches, legal drains, feeders and laterals, if any.

NOTE: The acreage in the legal description is shown for convenience only and should not be construed as insuring the quantity of land set forth in said description.

--- End of Schedule B ---