

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>
08-08-58-BROOM TRACT: B: 21-27	AUGUST 22, 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:

The northwest quarter of Section one (1), Township one (1) south, Range one (1) east, containing 160 acres, more or less.

The northeast quarter of the southwest quarter of Section one (1), same township and range, containing 40 acres, more or less.

Thirty (30) acres of equal width off the south side of the southwest quarter of the northeast quarter of said section one (1).

The southeast quarter of the northeast quarter of section (2), same township and range, containing 40 acres, more or less, except twenty feet off the south side of said tract extending from the southwest corner of said quarter quarter east to the Chambersburg and Corydon road.

Also, the southeast quarter of section nine (9), township one (1) south, range 1 east, and the south half of the northeast quarter of same section, town and range.

Also, a part of the west half of the southwest quarter of section 10, same township and range, bounded and described as follows, to-wit: Beginning at the northwest corner of said southwest quarter and running thence east 65.48 rods to a stone marked A; thence south 19 degrees east 51.61 rods to a stone marked B; thence south 8 degrees east 22.60 rods to a stone marked C; thence south 5 degrees West, 17.56 rods to a stone marked D; thence south 24 degrees, 30 minutes west, 25.44 rods to a stone marked E; thence south 5 degrees 45 minutes west, 9.60 rods to a stone marked F; thence south 20.75 rods to a stone marked G; thence west 3.76 rods to a stone mark H; thence west 14.57 rods to a stone marked I; thence south 7.28 ½ rods to a stone marked J; thence east 14.57 rods to a stone marked K; thence north 7.28 ½ rods to a stone marked H; thence east 3.76 rods to a stone marked G; thence south three (3) degrees and 30 minutes west, 11.76 rods to north alley of the town of Valeene; thence west 19.22 1/3 rods to a stone marked L; thence south 11.14 rods to a section line dividing section 15 and 10; thence west on said line 52.04 rods to northwest corner of section 15; thence north 160 rods to half mile corner of west side of section 10 to place of beginning.

Also, a part of the northeast quarter of the northeast quarter of section 16, same township and range, bounded as follows, to-wit: Beginning at the northwest corner of the northeast quarter of the northeast quarter of section 16, and running thence south 20.80 rods to Valeene and Hawkins Mill Road to a stone marked C; thence north 64 degrees east 6.48 rods; thence north 37 ½ degrees east 11.06 rods; thence east 9.52 rods; thence north 61 degrees east 9.36 rods; thence north

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58 degrees, 30 minutes east 3.70 rods to where said road crosses the section line; thence west 33.04 rods to the place of beginning.

Also, a part of the northeast quarter of the northeast quarter of section 16, same township and range, bounded as follows, to-wit: Beginning at the northeast corner said section and running thence west 35.9 rods to the Valeene and Hawkins Mill Road; thence south 67 degrees 30 minutes east 4.94 rods; thence south 75 degrees 30 minutes east 14.84 rods; thence south 78 degrees east 17.88 rods to section line, between section 15 and 16; thence north 9.44 rods to the place of beginning.

Also, a part of the northwest quarter of the northeast quarter of the northeast quarter of section 16, township 1 south, range 1 east, bounded and described as follows, to-wit: beginning at a point on section line 32.16 rods east of the northwest corner of the northeast quarter of section 16, and running thence south 7 degrees 45 minutes east 10.85 rods to a white oak; thence south 6 degrees 30 minutes east 12.08 rods to a white oak; thence south 31 degrees 45 minutes east 9 rods to a black oak; thence south 2 degrees 31 minutes east 4.76 rods to a red oak; thence south 33 degrees 30 minutes east 8.52 rods to a white oak; thence south 36 degrees east 21.88 rods to a white oak; thence south 51 degrees 15 minutes east 8.74 rods to a letter B on a large lime stone on the north bank of the Patoka River; thence south 51 degrees 45 minutes east 2.68 rods to a low water mark; thence in a easterly direction with the meanders of said river to where the line dividing the northeast quarter of the northeast quarter, and the northwest quarter of the northeast quarter of section crosses said river, thence north on said line 36 rods to the northwest corner of the northeast quarter of the northeast quarter of said section 16; thence west 48.96 rods to the place of beginning, containing 325 acres, more or less.

Also, that part of the south half of the northwest quarter, which lies west of the main highway running between Valeene, Indiana, and Chambersburg, Indiana, as it is now located, all in section 10 township 1 south, range 1 east, containing in all 30 acres, more or less, situated in the County of Orange, in the State of Indiana, except a tract heretofore deeded to Dr. John McDonald as follows: All that part of the southwest quarter of the southwest quarter of section 10, township 1 south of range 1 east, between Valeene and Chambersburg of a line running east and west, said line being 55.8 rods north of the north line of the north alley of the town of Valeene, Indiana containing 4 acres, more or less, and containing in all the land described 352 acres, more less, excepting the following described real estate; a part of the southwest quarter of section 10, township 1 south, range 1 east, bounded and described as follows, to-wit: Beginning at the northwest corner of a tract of land heretofore conveyed to Charles E. Moore and Mary A. Moore, his wife, by William Walter Smith and wife on the 26th day of August, 1925 and which conveyance is recorded in Deed Record 76, page 386 of the records of Orange County, Indiana; then from this point of beginning run north 35 rods, thence east 90 rods, more or less, to the center of Paoli and Valeene Pike Road, thence in a southwesterly direction along the center line of said pike road to the northeast corner of the tract of land conveyed to Charles E. Moore and Mary A. Moore as hereinbefore stated, thence west 60 rods, more or less to the place of beginning and containing 16 acres, more or less.

Also, excepting a part of section 10 and section 15 in township 1 south, range 1 east, bounded and described as follows, to-wit: Beginning at a point in the center of the Old Valeene and Hawkins Mill Road, which point is 26 feet west and 30 feet south of the southwest corner of the land owned by Charles Moore as recorded in Deed Record 76, page 376; thence from this point of beginning, run north 31 rods, 5 feet; thence west 36 rods, 5 feet; thence south 22 rods to the center of the said Old Valeene and Hawkins Mill Road; thence in a southeasterly direction along the center line of said road to the place of beginning.

Also, excepting a tract of land sold to Benjamin F. Stroud located in Section 9, township 1 south, range 1 east, bounded and described as follows, to-wit: Beginning at the northwest corner of the south half of the northeast quarter of section 9, township 1 south, range 1 east, run thence south 32 rods, thence east 105 rods; thence north 32 rods; thence west 105 rods to the place of beginning, containing 21 acres, more or less.

--- End of Schedule A ---

SCHEDULE B

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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 # 59-15-01-200-001.000-013 (160 Acres)
September installment: \$5.00 NOT PAID November installment: \$ 0

Parcel # 59-15-01-300-029.000-013 (40 Acres)
September installment: \$5.00 NOT PAID November installment: \$ 0

Parcel # 59-15-01-100-028.000-013 (30 Acres)
September installment: \$5.00 NOT PAID November installment: \$ 0

Parcel # 59-15-02-100-300.000-013 (40 Acres)
September installment: \$5.00 NOT PAID November installment: \$ 0

Parcel # 59-15-09-400-022.000-013 (160 Acres)
September installment: \$5.00 NOT PAID November installment: \$ 0

Parcel # 59-15-09-100-031.000-013 (60 Acres)
September installment: \$5.00 NOT PAID November installment: \$ 0

Parcel # 59-01-30-110-180.700-013 (41 Acres)
September installment: \$26.78 NOT PAID November installment: \$26.78 NOT PAID

Parcel # 59-15-16-100-002.000-013 (20 Acres)
September installment: \$5.00 NOT PAID November installment: \$ 0

Parcel # 59-15-02-100-003.000-013 (40 Acres - Includes Other Land)
September installment: \$5.00 NOT PAID November installment: \$ 0
- 2. Taxes for 2008 due and payable in 2009, a lien, but not yet due and payable and taxes for all subsequent years

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which are not yet a lien.

3. Subject to Right of Way Agreement To Texas Gas Transmission Corporation As Stated in Deed Record 100, page 122.
4. Classified Forestry noted in tax records.
5. Easements to Indiana Bell Telephone Company, in Record 10, page 16 and Record 11, page 393.
6. Easement To Patoka Lake Regional Water & Sewer District recorded 1-18-08, as Instrument #08215.
7. Easement to Indiana Natural Gas Corporation, recorded 3-11-03, in Misc. Record 74, page 27.
8. Oil & Gas Lease in Lease Record 60, page 704. Correction in Lease Record 61, page 344.
9. Rights of the Public, State of Indiana, County and Municipality in and to that part of the premises taken or used for road purposes.
10. 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 ---