

CHICAGO TITLE INSURANCE COMPANY
9510 Ormsby Station Road, Suite 103, Louisville, KY 40223
(502) 585-5135 FAX (502) 584-3619

SCHEDULE A

File No: 161699

Commitment No.: 161699

1. Effective Date: August 18, 2008

2. Policy or Policies to be issued:

(a) _____ Owner's Policy (ALTA 2006 Owner's Policy)

Proposed insured: **TBD** Amount: \$ **TBD**

(b) _____ Loan Policy (ALTA 2006 Loan Policy)

Proposed insured: Amount: \$

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Kimball International, Inc., an Indiana corporation

5. The land referred to in the Commitment is described as follows:

Situated in Meade County, Kentucky, and being further described in Exhibit "A".

Being the same property conveyed to Kimball International, Inc., an Indiana corporation, by Deed dated May 16, 1983, of record in Deed Book 196, Page 15, in the Office of the Clerk of the County Court of Meade County, Kentucky.

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B – Section 1

Commitment Number 161699

REQUIREMENTS

The following are requirements to be complied with:

1. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
 - a) General Warranty Deed from Kimball International, Inc., an Indiana corporation to TBD.
2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments, levied and assessed against the subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor and materialmen are all paid.
5. We must be furnished with a corporate resolution of Kimball International, Inc., an Indiana corporation authorizing the proposed transaction and a Certificate of Good Standing.

NOTE: This Commitment for Title Insurance does NOT constitute a report of title and is not to be relied upon by the insured(s) or any other party as a title report or the representation of the status of title. Any title search and examination conducted by or for the Company in connection with the issuance of this Commitment for Title Insurance, if any, is solely for the benefit of the Company. The sole liability of the Company and/or its issuing agent hereunder shall be as set forth in the Conditions and Stipulations of this Commitment for Title Insurance. Neither the Company nor its issuing agent shall be liable to the proposed insured(s) or any other party for any claim of alleged negligence, negligent misrepresentation, or any other cause of action in tort in connection with this Commitment for Title Insurance.

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B – Section 2

Commitment Number 161699

EXCEPTIONS

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:

1. 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.
2. Any Owner's Policy issued pursuant hereto will be subject to the mortgage, if any, noted under item one of Section B hereof and to the following exceptions: (1) rights or claims of parties in possession not shown by the public records; (2) 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; (3) easements, or claims of easements, not shown by the public records; (4) 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 records; (5) taxes or special assessments which are not shown as existing liens by the public records. Any Loan Policy will contain under Schedule B the exceptions 1, 2 and 3 above, unless a satisfactory survey and inspection of the premises is made.
3. Rights of others to use for road purposes so much of subject property as lines in any roadway.
4. Cowley Graveyard on subject property, together with incidental rights or ingress and egress thereto.
4. Memorandum of Oil and Gas Lease by and between Kimball International, , and Ohio Oil, Inc. dated December 31, 1995, of record in Deed Book 381, Page 280, in the Office of the Meade County Court Clerk.
5. Meade County taxes and assessments for the year 2008 and subsequent years constitute a lien against this property not yet due and payable.

NOTE:

SHOWN FOR INFORMATION ONLY:

TAX INFORMATION:

MID#031-00-00-012 & 030-00-00-013

2007 State and County taxes, Bill No. 8121, amount due \$794.89 (Face), paid discount amount \$778.99.

Assessed Valuation: \$74,250.00

Commitment No. 161699

Exhibit "A"

Tract No. I:

BEGINNING at a point in the North line of Highway 376, corner to Mattingly; thence with the North line of Highway 376, North 70 degrees East 759 feet to a point in the line of Buren and Staples; thence with the line of Buren and Staples, North 8 degrees 00 minutes West 1331 feet and North 15 degrees East 890 feet to a walnut tree in the line of Prather, now H.B. Livers; thence with said line North 32 degrees West 3500 feet to a point on the West bank of a branch, corner to Hall; thence with the line of Hall South 63 degrees West 3360 feet to a cedar tree in the East line of a road which point is at a sharp turn in said road; thence continuing South 63 degrees West with the center line of said road 700 feet to a hickory tree at the intersection of said center line of said road with the center line of an old road; thence with the center line of the last mentioned old road and continuing with the line of Arnold, former Clark and Smith, South 33 degrees East 2950 feet to a stone; thence North 59 degrees East 1890 feet to a stone, corner to H. Pollock; thence with the line of Pollock South 33 degrees East 328 feet; and South 59 degrees West 81 feet; thence with the line of Pollock and continuing with the line of Mattingly South 33 degrees East 2660 feet to the point of beginning, containing 368.2 acres, more or less.

Tract No. II:

Beginning at a stake on the East side of County Road and corner to the 65.8 acre, Tract No. 1; thence with the same North 57-1/2 East 3245 feet to a stake in the line of Mrs. Peasant Prather; thence with her line North 30 West 455 feet to a post Mrs. Prather's corner; thence North 35 West 363 feet to a stake corner to Tract No. 3; thence with Tract No. 3 South 57-1/2 West 3230 feet to a stake on the County Road; thence with the County Road South 30-3/4 East 810 feet to the beginning and containing sixty (60) acres of land more or less, and being known as Tract No. 2.