

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>
08-08-59-RUPP TRACT: C: 29	AUGUST 8, 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:**

TRACT I:

The east half of the southeast quarter of Section 32, Township 5 south, Range 5 east, containing 80 acres

The northwest fourth of the southeast quarter of Section 32, Township 5 south, Range 5 east, containing 40 acres

The northwest fourth of the southwest quarter of Section 33, Township 5 south, Range 5 east, containing 40 acres

The southwest fourth of the northwest quarter of Section 33, Township 5 south, Range 5 east, containing 40 acres

and containing 200 acres, more or less

TRACT II:

Also, all rights and interest to the roadway running from the east edge of the above-described real estate east to the county public road.

--- End of Schedule A ---

SCHEDULE B

**Commitment No. 08-08-59-RUPP**

**TRACT: C: 29**

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 2006 due and payable 2007, in the name of Kimball International, Inc.,  
Parcel # 31-19-32-400-001.000-019 (120A)  
1st installment: \$2.50 PAID                      2nd installment: \$2.50 PAID  
  
Parcel # 31-19-33-100-033.000-019 (80A)  
1st installment: \$2.50 PAID                      2nd installment: \$2.50 PAID
- 2. Taxes for 2007 due and payable in 2008, and 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. Classified as Forestry as noted on taxes.
- 4. Oil and Gas Lease To Pioneer Oil Company, Inc. recorded 7-30-07, as Instrument 200705158.
- 5. Oil and Gas Lease To Ohio Oil, Inc. recorded 1-2-96, as Instrument 30785, Book 63, Page 467.
- 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 ---