

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

Lot 1 (19.76 Acres ±)

1. Effective Date:

Case No. P-6953

2. Policy or Policies to be issued:

(a) Amount: \$

[]ALTA Owner's Policy - (6-17-06)

[]MI Residential Title Insurance Policy

PROPOSED INSURED:

TO BE DETERMINED

(b)ALTA Loan Policy - (6-17-06) Amount: \$

PROPOSED INSURED:

(c) Amount: \$

PROPOSED INSURED:

3. Title to the Fee Simple estate or interest in the land described or referred to in this commitment is at the effective date hereof vested in:

The Dean Company, a Nevada corporation

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

SEE SCHEDULE A (continued) ATTACHED HERETO.

LAWYERS TITLE INSURANCE CORPORATION

Authorized Officer or Agent

SCHEDULE B - SECTION 1
Requirements

The following are the requirements to be complied with:

- Item A. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- Item B. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
 - 1. Deed from The Dean Company vesting fee simple title in TO BE DETERMINED.
- Item C. Execution of an Owner's Affidavit and Agreement.
- Item D. Receipt by the Company of a Notice of Availability of Owner's Title Insurance executed by purchasers/borrowers.
- Item E. Release of Assignment of Rents and Leases in favor of National City Bank of Indiana, dated May 25, 2005, recorded in Deed Book 882, at Page 526 (please note the deed of trust also securing National City Bank of Indiana was released by instrument recorded in Release Book 330, at Page 226).
- Item F. Recordation of plat prepared by Fink Engineering & Land Surveying, LLC, dated March 16, 2010, and receipt by the Company of said plat and recordation information.

NOTE: Upon receipt thereof, this commitment may be modified or otherwise amended.

SCHEDULE B - Section 2
Exceptions

This Commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

The policy or policies to be issued will contain exceptions to the following 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 this Commitment.
2. Real estate taxes for the year 2010, a lien, but which said taxes are not yet ascertainable, due or payable, and those for subsequent years.
3. Rights of others, if any, occasioned by the encroachment onto the insured premises of a concrete dumpster pad appurtenant to property adjoining on the southwest as shown upon the aforesaid plat of survey.
4. Rights of others, if any, caused by encroachment of chain link fence along the western strip onto the insured premises, as shown upon the aforesaid plat.
5. Easement granted West Virginia American Water Company, dated March 28, 2001, recorded in Deed Book 830, at Page 290.
6. Easement granted Appalachian Power Company, dated September 24, 1999, recorded in Deed Book 820, at Page 437.
7. Drainage easement granted unto Sunbelt Properties of Charlotte, Inc., dated July 6, 1983, recorded in Deed Book 622, at Page 71.
8. Easement granted the County Court of Mercer County, West Virginia for the purpose of erecting the Brush Creek Flood Protection Channel by instrument dated February 1, 1960, recorded in Deed Book 375, at Page 218.
9. Easement granted Norfolk and Western Railway Company by instrument dated July 26, 1966, recorded in Deed Book 425, at

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

This commitment is invalid unless the Insuring provisions and Schedules A and B are attached.

Page 549, for the construction, maintenance and removal of railroad tracks.

10. Easement granted the City of Princeton by instrument dated June 10, 1969, recorded in Deed Book 453, at Page 472, for a 16" water line.
11. Easement granted The United Fuel Gas Company by instrument dated October 8, 1969, recorded in Deed Book 457, at Page 571, for a gas transportation line.
12. Easement granted United Fuel Gas Company by instrument dated June 10, 1970, recorded in Deed Book 462, at Page 532, to erect, operate and remove a cathodic protection station with inlet and outlet lines.
13. Easement granted Appalachian Power Company by instrument dated May 3, 1977, recorded in Deed Book 559, at Page 120, for the construction and maintenance of electrical power lines.
14. Easement granted the Princeton Sanitary Board by instrument dated June 22, 1977, recorded in Deed Book 566, at Page 647, for a sewage interceptor line.
15. Easement granted Appalachian Power Company by instrument dated November 21, 1980, recorded in Deed Book 595, at Page 415.
16. Easement granted Appalachian Power Company by instrument dated July 15, 1981, recorded in Deed Book 604, at Page 462, for the installation and maintenance of electrical power lines.
17. Easement granted Appalachian Power Company, dated December 4, 1981, recorded in Deed Book 606, at Page 657.
18. Easement granted to the City of Princeton, dated June 22, 1977, recorded in Deed Book 566, at Page 638.
19. Easement granted to Appalachian Power Company, dated April 7, 1972, recorded in Deed Book 482, at Page 705.
20. Right-of-way agreement dated November 4, 1969 between the West Virginia Water Company and United Fuel Gas Company, recorded

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

This commitment is invalid unless the Insuring provisions and Schedules A and B are attached.

in Deed Book 458, at Page 505.

21. Right-of-way agreement between the West Virginia Water Company and the City of Princeton, dated January 9, 1969, recorded in Deed Book 457, at Page 83.
22. Deed and agreement between Princeton Area Business Development Corporation Norfolk & Western Railway Company, dated December 30, 1966, recorded in Deed Book 431, at Page 353.
23. Deed and agreement between Bluefield-Princeton Industrial Foundation, Inc. and Norfolk & Western Railway Company, dated July 26, 1966, recorded in Deed Book 425, at Page 555.
24. Right-of-way agreement with the West Virginia Water Company, dated May 19, 1966, recorded in Deed Book 423, at Page 436.
25. Agreement between West Virginia Water Company and Appalachian Power Company, dated March 9, 1964, recorded in Deed Book 402, at Page 248.
26. Easement granted unto the County Court of Mercer County, West Virginia, dated December 22, 1959, recorded in Deed Book 375, at Page 392.
27. Agreement between West Virginia Water Service Company and Appalachian Electric Power Company, dated April 2, 1957, recorded in Deed Book 357, at Page 415.
28. Possible easement unto Community Mutual Telephone Company, dated March 29, 1951, recorded in Deed Book 320, at Page 30.
29. Rights of parties, if any, in possession.
30. Rights of others, if any, occasioned by the encroachment upon the insured premises by a board fence appurtenant to property adjoining on the southwest as shown upon said plat of survey.
31. Rights of others, if any, occasioned by the encroachment upon the insured premises by a billboard appurtenant to property adjoining on the southwest as shown upon said plat of survey.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

This commitment is invalid unless the Insuring provisions and Schedules A and B are attached.

32. Rights of others in and to the continued and uninterrupted flow of Brush Creek as shown upon said plat of survey.

NOTE: This policy will insure against loss or damage occasioned by an order of a court of competent jurisdiction granting a claim of ownership to any portions of the old Brush Creek Channel, as shown upon said plat.

33. Any and all matters as shown upon said plat of survey.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

This commitment is invalid unless the Insuring provisions and Schedules A and B are attached.

LAWYERS TITLE INSURANCE CORPORATION

SCHEDULE A (continued)

Lot 1, containing 19.76 acres, more or less, as shown upon a plat of survey by Fink Engineering & Land Surveying, LLC, dated March 16, 2010.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

This commitment is invalid unless the Insuring provisions and Schedules A and B are attached.