

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

Lot 2 (4.81 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.

**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

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Authorized Officer or Agent

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 Surveying, 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

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,

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

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. 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.
4. Easement granted Norfolk and Western Railway Company by instrument dated July 26, 1966, recorded in Deed Book 425, at Page 549, for the construction, maintenance and removal of railroad tracks.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. Easement granted Appalachian Power Company by instrument dated

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July 15, 1981, recorded in Deed Book 604, at Page 462, for the installation and maintenance of electrical power lines.

11. Easement granted Appalachian Power Company, dated December 4, 1981, recorded in Deed Book 606, at Page 657.
12. Easement granted to the City of Princeton, dated June 22, 1977, recorded in Deed Book 566, at Page 638.
13. Easement granted to Appalachian Power Company, dated April 7, 1972, recorded in Deed Book 482, at Page 705.
14. 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.
15. Deed and agreement dated July 26, 1966 between Bluefield-Princeton Industrial Foundation, Inc. and Norfolk & Western Railway Company, recorded in Deed Book 425, at Page 543.
16. 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.
17. Easement granted unto the County Court of Mercer County, West Virginia, dated December 16, 1959, recorded in Deed Book 375, at Page 380.
18. Easement granted unto the County Court of Mercer County, West Virginia, dated December 21, 1959, recorded in Deed Book 375, at Page 395.
19. Easement granted unto the County Court of Mercer County, West Virginia, dated December 21, 1959, recorded in Deed Book 375, at Page 397.
20. Agreement between West Virginia Water Service Company and Appalachian Electric Power Company, dated April 2, 1957, recorded in Deed Book 357, at Page 415.
21. Possible easement unto Community Mutual Telephone Company,

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dated March 29, 1951, recorded in Deed Book 320, at Page 30.

22. Rights of parties, if any, in possession.
23. 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.

24. Any and all matters as shown upon said plat of survey.
25. Lease between The Dean Company and the City of Princeton, dated _____, 2010, pertaining to the Princeton Fire Training Center.
26. Rights of others, if any, in the area of gap of conflicting ground evidence near the southwestern corner of the insured premises, as shown upon said plat.

NOTE: This policy will insure against an order of a court of competent jurisdiction granting a claim of ownership to said area of gap of conflicting ground evidence.

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SCHEDULE A (continued)

Lot 2, containing 4.81 acres, more or less, as shown upon

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a plat of survey by Fink Engineering & Land Surveying, LLC, dated March 16, 2010.

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