

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

Lot 4 (2.57 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

**LAWYERS TITLE INSURANCE CORPORATION**

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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 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**

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. Declaration of Restrictive Covenants pertaining to property located south of the AutoZone property (as shown upon said plat), and contained in instrument dated March 23, 1995, recorded in Deed Book 756, at Page 139.

NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

4. 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.
5. 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.
6. Easement granted Appalachian Power Company, dated December 4, 1981, recorded in Deed Book 606, at Page 657.
7. Easement granted to Appalachian Power Company, dated April 7, 1972, recorded in Deed Book 482, at Page 705.
8. Possible easement unto Community Mutual Telephone Company, dated March 29, 1951, recorded in Deed Book 320, at Page 30.
9. Rights of parties, if any, in possession.

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.

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10. 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.

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

## **LAWYERS TITLE INSURANCE CORPORATION**

### **SCHEDULE A (continued)**

Lot 4, containing 2.57 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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