

Order No: 000425196

COMMITMENT FOR TITLE INSURANCE

issued by

Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued by:
CHICAGO TITLE INSURANCE COMPANY
113 CREEKSTONE COVE
AVON, IN 46123
(317)684-3800



Chicago Title Insurance Company

By:

Raymond R. Quirk
Raymond R. Quirk
President

Attest:

Michael J. Gravelle
Michael J. Gravelle
Secretary

Order No: 425196

Address Reference: Street Address: Milburn Street, Indianapolis, Indiana
County and State: Marion, Indiana

1. **Effective Date:** July 24, 2009 Rev #1

2. **Policy or Policies to be issued:**

a. **OWNER'S POLICY:** ALTA Owner's Policy (6/17/06) \$ (TO BE DETERMINED)
Proposed Insured:
To Be Determined

b. **LOAN POLICY 1:**
Proposed Insured:

LOAN POLICY 2:
Proposed Insured:

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

4. **Title to the estate or interest in the land is at the Effective Date vested in:**
INDIANA FINANCE AUTHORITY, by consolidation with Indiana State Office Building Commission

5. **The land referred to in this Commitment is described as follows:**
Part of Lot 631 and all of Lots 346 thru 352 in Stout's Indiana Avenue Addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 10, pages 127 and 128, in the Office of the Recorder of Marion County, Indiana.

ALSO: All of Lots 8 thru 24 and part of Lots 1 thru 7 and 25 thru 41, all in Comfort S. Glenn's Subdivision as recorded in Plat Book 9 page 53, in the Office of the Recorder of Marion County, Indiana.

ALSO: Part of Lots 1, 10, 11 and 12 in A. D. Brook's Subdivision, as recorded in Plat Book 2, page 110, in the Office of the Recorder of Marion County, Indiana.

ALSO: All of Lots 1 thru 5, 46 thru 55, 97 thru 100 and part of Lots 6, 45, 56, 95 and 96 in Burr and Miller's Subdivision as recorded in Plat Book 5, page 13, in the Office of the Recorder of Marion County, Indiana. ALSO:

*** CONTINUED ***

This Commitment is valid only if Schedule B is attached.

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5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (continued):

That part of the streets and alleys lying within the overall boundary, including vacated streets and alleys. All of the foregoing being more particularly described as follows to-wit:

Beginning at a point in the West line of Lot 631 in said Stout's Indiana Avenue Addition which lies 440.0 feet South of the Northwest corner of said lot; running thence South 00 degrees 23 minutes West upon and along the East line of Milburn Street and along the West line of Lots 631 and 352 in said Stout's Addition a distance of 1364.75 feet to the Southwest corner of said Lot 352; running thence South 40 degrees 19 minutes 00 seconds East upon and along the Northeast line of Stadium Drive, upon and along the South line of Lots 352 thru 346 in Stout's Indiana Avenue Addition, crossing Hiawatha Street and entering into Lot 1 in A.D. Brook's Subdivision, a distance of 661.54 feet to the point of curvature of a curve having a South tangent with a length of 130.85 feet which lies on a bearing of North 37 degrees 53 minutes 37 seconds East (said curve has a central angle of 15 degrees 20 minutes 30 seconds and a radius of 971.53 feet); running thence in a Northeasterly direction upon and along said curve to the left leaving Lot 1 in A.D. Brook's Subdivision, entering Lot 25 at a point 40.45 feet East of the Southwest corner of said Lot 25, crossing thru Lots 26, 27 and entering into Lot 28 all in Comfort S. Glenn's Subdivision, a distance of 260.13 feet to the point of compound curvature of a curve with a Southerly tangent of 128.67 feet in length and a bearing of North 22 degrees 33 minutes 06 seconds East (said curve has a radius of 971.53 feet and a central angle of 15 degrees 05 minutes 31 seconds); running thence Northeasterly upon said curve to the left, a distance of 193.09 feet having crossed thru Lots 28, 29, 30 and leaving Lot 31 at a point 11.38 feet South of the Northeast corner of said Lot 31 all in said Glenn's Subdivision, running thence North 22 degrees 44 minutes 12 seconds West a distance of 451.44 feet; running thence North 00 degrees 23 minutes 00 seconds East a distance of 254.09 feet; running thence North 40 degrees 10 minutes 31 seconds East a distance of 75 feet; running thence North 00 degrees 23 minutes 00 seconds East a distance of 545.91 feet; running thence North 8 degrees 08 minutes 42 seconds West a distance of 84.62 feet to a point in Lot 11 in said A.D. Brook's Subdivision on the Northeasterly line of a certain parcel of real estate heretofore conveyed to The William H. Block Company by City of Indianapolis Department of Redevelopment; thence in a Northwesterly direction on a curve to the right with a radius of 648.26 feet, on the Northeasterly line of said parcel of real estate heretofore conveyed to The William H. Block Company, a distance of 313.69 feet; running thence South 00 degrees (assumed bearing for this entire description) parallel to and 34 feet West of the West line of Section 35, Township 16 North, of Range 3 East a distance of 113.88 feet to a point; running thence North 89 degrees 46 minutes West a distance of 249.31 feet to the point or place of beginning.

EXCEPT, however, the following described parcel taken from the above described tract, being a strip of ground 30 feet wide by parallel lines running Southeasterly from the West line of Section 35, Township 16 North, Range 3 East North of, along and parallel to the North line of Stadium Drive to the Southeast corner of said above described land.

ALSO EXCEPT: Part of Lot 631 in Stout's Indiana Avenue Addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 10, pages 127 and 128 in the Office of the Recorder of Marion County, Indiana, being more particularly described as follows:

Commencing at the Northwest corner of Lot 631 in said Stout's Indiana Avenue Addition; thence South 00 degrees 23 minutes 00 seconds West (assumed bearing) along the West line of said Lot 440.00 feet; thence South 89 degrees 46 minutes 00 seconds East 249.28 feet to the POINT OF BEGINNING of this description; thence continuing South 89 degrees 46 minutes 00 seconds East 91.04 feet to a point on a curve concave northeasterly, the radius point of said curve being North 44 degrees 57 minutes 58 seconds East 648.26 feet from said point; thence Northwesterly along said curve 146.34 feet to a point on said curve, the radius point of said curve being North 57

This Commitment is valid only if Schedule B is attached.

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5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (continued):

degrees 54 minutes 01 seconds East 648.26 feet from said point; thence South 00 degrees 00 minutes 00 seconds East parallel with and 34 feet West of the West line of Section 35, Township 16 North, Range 3 East a distance of 113.81 feet to the place of beginning.

The above-described real estate is described in a survey by Stoeppelwerth & Associates, Inc., dated November 18, 2004, as Job No. 28304BD as follows:

Part of Lot 631 and all of Lots 346 through 352 in Stout's Indiana Avenue Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 10, Pages 127 and 128, in the Office of the Recorder of Marion County, Indiana.

ALSO, all of Lots 8 through 24, and part of Lots 1 through 7 and 25 through 41, all in Comfort S. Glenn's Subdivision as recorded in Plat Book 9, Page 53;

ALSO, part of Lots 1, 10, 11 and 12 in A.D. Brooks Subdivision, as recorded in Plat Book 2, Page 110;

ALSO, all of Lots 1 through 5, 46 through 55, 97 through 100, and part of Lots 6, 45, 56, 95 and 96 in Burr and Miller's Subdivision as recorded in Plat Book 5, Page 13, in the Office of the Recorder of Marion County, Indiana;

ALSO, that part of the streets and alleys lying within the overall boundary, including vacated streets and alleys. All of the foregoing being more particularly described as follows:

Beginning at a point in the West line of Lot 631 in said Stout's Indiana Avenue Addition which lies 440.00 feet South of the Northwest corner of said lot; running thence South 00 degrees 23 minutes 00 seconds West upon and along the East right-of-way line of Milburn Street and along the West line of Lots 631 and 352 in said Stout's Addition a distance of 1,364.75 feet to the Southwest corner of said Lot 352; running thence South 40 degrees 19 minutes 00 seconds East upon and along the Northeast right-of-way line of Stadium Drive, upon and along the South line of Lots 352 through 346 in Stout's Indiana Avenue Addition a distance of 451.94 feet to a point on the West line of the Southwest Quarter of Section 35, Township 16 North, Range 3 East; thence North 00 degrees 00 minutes 00 seconds East along said West line 46.36 feet to a point being 30.00 feet Northeast measured perpendicularly from the Northeast right-of-way line of Stadium Drive; thence South 40 degrees 19 minutes 00 seconds East parallel with said Northeast right-of-way line 238.19 feet to a point on a curve concave Northwesterly, the radius point of said curve being North 53 degrees 55 minutes 13 seconds West 971.42 feet from said point; thence northeasterly along said curve 422.47 feet to a point on said curve, the radius point of said curve being North 78 degrees 50 minutes 18 seconds West 971.42 feet from said point; thence North 22 degrees 44 minutes 12 seconds West 451.41 feet; thence North 00 degrees 23 minutes 00 seconds East 254.09 feet; thence North 40 degrees 10 minutes 31 seconds East 75.00 feet; thence North 00 degrees 23 minutes 00 seconds East 545.91 feet; thence North 08 degrees 08 minutes 42 seconds West 84.62 feet to a point on a curve concave northeasterly, the radius point of said curve being North 30 degrees 10 minutes 23 seconds East 648.26 feet from said point; thence northwesterly along said curve 167.37 feet to a point on said curve, the radius point of said curve being North 44 degrees 57 minutes 58 seconds East 648.26 feet from said point; thence North 89 degrees 46 minutes 00 seconds West 340.32 feet to the place of beginning.

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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 this 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 Exceptions 4 will appear unless satisfactory evidence is furnished that improvements and/or repairs or alterations thereto are completed; the 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 the public records.
- 5. Taxes or special assessments which are not shown as existing liens by the public records.

F. Special Exceptions:

- A 1. Taxes for the year 2008, due and payable May and November 2009, in the amount of \$ NONE DUE per installment, are assessed in the name of Indiana State Office Building Commission.
May Installment: None Due; November Installment: None Due;
Parcel Number: 1070796; Township: 101-Center;
Assessed Value: Land - \$ No assessment; Improvements - \$ No assessment; Exemptions - \$ -0-.
Lot size/Acreage: 28.60 acres
- B 2. Taxes for the year 2009 due and payable in 2010 are a lien not yet due and payable.
- C 3. Covenants, conditions and easements as set out in deed dated March 1, 1948 and recorded March 22, 1948 in Town Lot Record 1294, page 40 as Instrument Number 16693; Amended by deed dated August 11, 1961 and recorded August 15, 1961 in Town Lot Record 1876 page 486 as Instrument Number 66399; Grant of Easement dated August 15, 1961 and recorded August 15, 1961 in Town Lot Record 1876 page 490 as Instrument Number 66401.

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- D 4. Easement to the City of Indianapolis for sewer line with respect to that part of the land comprised of a 15 foot alley lying adjacent to Stadium Drive heretofore vacated by proceedings under Declaratory Resolution Number 17199 as set out in a transcript recorded August 15, 1957 in Town Lot Record 1676 page 245 as Instrument Number 54298.
- E 5. Easement to construct, repair, operate and maintain electric power lines as well as right of ingress and egress granted to Indianapolis Power & Light Company, an Indiana corporation as set out in Electric Line Easement dated April 21, 1966 and recorded July 12, 1966 as Instrument Number 66-35068.
- F 6. Commitments Concerning The Use Or Development Of Real Estate Made In Connection With a Rezoning of Property Or Plan Approval recorded April 27, 1990 as Instrument Number 90-39973.
- G 7. Agreement for Construction of Sanitary Sewer recorded November 11, 2004 as Instrument No. 2004-0212107.
- H 8. Subject to compliance of those statutes, rules and regulations governing sale of state/public owned property.
- L 9. We must be furnished evidence as to the type of entity and domicile of the Proposed Insured (i.e., LLC, partnership, corporation). We reserve the right to raise additional requirements and/or exceptions.
- I NOTE: Information relative to current sewer use charges can be obtained from the Department of Public Works at (317)631-1431.
- J 10. NOTE: By virtue of IC 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with closings occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

K NOTE FOR INFORMATION:
Effective July 1, 2006: Any documents that require a preparation statement and are executed or acknowledged in Indiana must contain the following affirmation statement required by IC 36-2-11-15:

"I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law"

Together with the name (typed or signed) of the person making the statement.

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 or these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>> (applies to ALTA 6/17/06 policies only).*

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from our consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity.

Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.