



FIDELITY NATIONAL TITLE INSURANCE COMPANY
OWNER'S POLICY OF TITLE INSURANCE
SCHEDULE A

Policy Number: 751202099

File Number: 751202099

Amount of Insurance: \$1,400,000.00

Date of Policy: December 10, 2012 at 10:58:27 am

1. Name of Insured:
4522 Maplecrest Road LLC, a Delaware limited liability company
2. The estate or interest in the land which is covered by this Policy is:
Fee Simple
3. Title to the estate or interest in the land is vested in:
4522 Maplecrest Road LLC, a Delaware limited liability company
4. The Land referred to in this Policy is situated in the County of Allen, State of Indiana, and is described as follows:
SEE ATTACHED EXHIBIT "A"

Countersigned:

By:

Laura Ormsby
Authorized Officer

LAWYERS TITLE COMPANY, LLC
200 E Main St, Ste 530
Fort Wayne, IN 46802
P: 260-424-2929 F: 260-424-0037

THIS POLICY IS INVALID UNLESS THE COVER SHEET AND SCHEDULE B ARE ATTACHED.
ALTA Owner's Policy (6/17/06) IN-25078-RAM-27306-1-12-751202099

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SCHEDULE B
EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes for the year 2012 are a lien, due in 2013, but are not yet due and payable.
2. Terms and conditions of Agreement For Sewer Extension, recorded January 16, 1987 as Instrument No. 87-2665 of the Allen County Records.
3. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instruments filed for record September 7, 1993, as Instrument No. 93-51552, of the Allen County Records.
4. Terms and conditions of Reciprocal Easement Agreement, recorded May 8, 1996 as Instrument Number 960025027 and re-recorded July 1, 1996 as Instrument No. 96003598; modified by Partial Release recorded March 18, 2005 as Instrument Number 205016336 of the Allen County Records.
5. Grant of Easement recorded May 8, 1996 as Instrument No. 960025028, of the Allen County Records.
6. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in Special Warranty Deed filed for record July 10, 2007, in Instrument No. 2007038583, of the Allen County Records.

END OF EXCEPTIONS

Schedule B

ORIGINAL

ALTA Owner's Policy (6/17/06)

IN-25078-RAM-27306-1-12-751202099

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NOTICE TO INDIANA POLICYHOLDERS

[Fidelity National Title Insurance Company](#) remains committed to our corporation mission of facilitating the safe and efficient transfer of and investment to real estate through title insurance and related services. Our customers' needs will be met through the accurate preparation and customers' needs will be met through the accurate preparation and timely delivery of our products and the long-term protection afforded by lasting financial strength. In line with this philosophy, it is our desire to have our customers identify [Fidelity National Title Insurance Company](#) by the following: courteous people, responsive expertise and financial strength. We are dedicated to emphasizing the needs and protection of all of our policyholders. In conjunction with this philosophy, we are also dedicated to resolving any valid claim under the policy in a fair and timely manner.

In the event that a valid claim does arise, under the terms of the policy you should contact [Fidelity National Title Insurance Company](#) at the address given on the policy or call the Indiana State Office at the following number: 317-633-2933. In the event that you feel you are not being treated fairly, you may also contact the Indiana Department of Insurance with your complaint and seek assistance from the governmental agency, which regulates title insurance.

To contact the Department, write or call:

Public Information/Market Conduct
Indiana Department of Insurance
311 W. Washington Street, Suite 300
Indianapolis, IN 46204-2787

Consumer Hotline: 1-800-622-4461

In the Indianapolis Area: 1-317-232-2395

Schedule B

ORIGINAL

ALTA Owner's Policy (6/17/06)

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Exhibit "A"

File No. 751202099

PARCEL I:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE QUARTER OF SECTION 22, TOWNSHIP 31 NORTH, RANGE 13 EAST, ALLEN COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST ONE QUARTER OF SECTION 22, TOWNSHIP 31 NORTH, RANGE 13 EAST, AS NOW ESTABLISHED; THENCE NORTH 0 DEGREES 00 MINUTES EAST (BEARING BASIS FOR DESCRIPTION) ALONG THE WEST LINE OF SAID SOUTHWEST ONE QUARTER AS NOW ESTABLISHED, A DISTANCE OF 566.28 FEET; THENCE NORTH 89 DEGREES 34 MINUTES EAST, A DISTANCE OF 282.29 FEET TO THE POINT OF BEGINNING.

BEGINNING AT THE ABOVE DESCRIBED POINT; THENCE NORTH 15 DEGREES 10 MINUTES 22 SECONDS EAST, A DISTANCE OF 474.44 FEET; THENCE NORTH 83 DEGREES 30 MINUTES EAST, A DISTANCE OF 177.15 FEET; THENCE SOUTH 74 DEGREES 49 MINUTES 38 SECONDS EAST, A DISTANCE OF 145.37 FEET; THENCE SOUTH 15 DEGREES 10 MINUTES 22 SECONDS WEST, A DISTANCE OF 28.0 FEET; THENCE SOUTH 74 DEGREES 49 MINUTES 38 SECONDS EAST, A DISTANCE OF 126.85 FEET; THENCE SOUTH 15 DEGREES 10 MINUTES 22 SECONDS WEST, A DISTANCE OF 295.0 FEET; THENCE SOUTH 74 DEGREES 49 MINUTES 38 SECONDS EAST, A DISTANCE OF 108.68 FEET; THENCE SOUTH 15 DEGREES 10 MINUTES 22 SECONDS WEST, A DISTANCE OF 346.20 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 00 SECONDS WEST, A DISTANCE OF 140.76 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 200.0 FEET, AN ARC LENGTH OF 54.99 FEET AND BEING SUBTENDED BY A CHORD OF 54.82 FEET BEARING NORTH 82 DEGREES 33 MINUTES 25 SECONDS WEST; THENCE NORTH 74 DEGREES 40 MINUTES 49 SECONDS WEST, A DISTANCE OF 85.46 FEET; THENCE NORTH 54 DEGREES 11 MINUTES 26 SECONDS WEST, A DISTANCE OF 65.54 FEET; THENCE NORTH 44 DEGREES 24 MINUTES 49 SECONDS WEST, A DISTANCE OF 63.78 FEET; THENCE NORTH 31 DEGREES 45 MINUTES 55 SECONDS WEST, A DISTANCE OF 39.38 FEET; THENCE NORTH 38 DEGREES 27 MINUTES 56 SECONDS WEST, A DISTANCE OF 155.32 FEET TO THE POINT OF BEGINNING, CONTAINING 7.37 ACRES OF LAND, MORE OR LESS.

PARCEL II:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS GRANTED IN THE CORPORATE DEED FROM MACKIDS, INC. TO SV VENTURES, AN INDIANA GENERAL PARTNERSHIP, RECORDED MAY 8, 1996 AS INSTRUMENT NUMBER 960025025 BENEFITTING PARCEL I DESCRIBED ABOVE, OVER AND ACROSS THE FOLLOWING DESCRIBED TWO TRACTS IN ALLEN COUNTY, INDIANA:

TRACT 1:

LOCATED IN THE SOUTHWEST ONE QUARTER OF SECTION 22, TOWNSHIP 31 NORTH, RANGE 13 EAST, AND DESCRIBED AS FOLLOWS:

Schedule B

ORIGINAL

ALTA Owner's Policy (6/17/06)

IN-25078-RAM-27306-1-12-751202099

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COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST ONE QUARTER OF SECTION 22, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE NORTH 0 DEGREES 00 MINUTES EAST (BEARING BASIS FOR DESCRIPTION) ALONG THE WEST LINE OF SAID SOUTHWEST ONE QUARTER, A DISTANCE OF 250.0 FEET; THENCE NORTH 89 DEGREES 34 MINUTES EAST AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST ONE QUARTER, A DISTANCE OF 50.0 FEET TO THE EAST RIGHT-OF-WAY LINE OF MAPLECREST ROAD; THENCE NORTH 0 DEGREES 00 MINUTES EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 340.06 FEET TO THE POINT OF BEGINNING.

BEGINNING AT THE ABOVE DESCRIBED POINT; THENCE CONTINUING NORTH 0 DEGREES 00 MINUTES EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 54.0 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 15 SECONDS EAST, A DISTANCE OF 62.28 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 243.0 FEET, AN ARC LENGTH OF 153.77 FEET AND BEING SUBTENDED BY A CHORD OF 151.21 FEET BEARING SOUTH 71 DEGREES 36 MINUTES 35 SECONDS EAST; THENCE SOUTH 53 DEGREES 28 MINUTES 55 SECONDS EAST, A DISTANCE OF 35.35 FEET; THENCE SOUTH 15 DEGREES 10 MINUTES 22 SECONDS WEST, A DISTANCE OF 7.25 FEET; THENCE SOUTH 38 DEGREES 27 MINUTES 56 SECONDS EAST, A DISTANCE OF 155.32 FEET; THENCE SOUTH 31 DEGREES 45 MINUTES 55 SECONDS EAST, A DISTANCE OF 39.38 FEET; THENCE SOUTH 44 DEGREES 24 MINUTES 49 SECONDS EAST, A DISTANCE OF 63.78 FEET; THENCE SOUTH 54 DEGREES 11 MINUTES 26 SECONDS EAST, A DISTANCE OF 65.54 FEET; THENCE SOUTH 74 DEGREES 40 MINUTES 49 SECONDS EAST, A DISTANCE OF 85.46 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 200.0 FEET, AN ARC LENGTH OF 54.99 FEET AND BEING SUBTENDED BY A CHORD OF 54.82 FEET BEARING SOUTH 82 DEGREES 33 MINUTES 25 SECONDS EAST; THENCE NORTH 89 DEGREES 34 MINUTES EAST, A DISTANCE OF 140.76 FEET; THENCE NORTH 15 DEGREES 10 MINUTES 22 SECONDS EAST, A DISTANCE OF 12.59 FEET; THENCE ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 88.5 FEET, AN ARC LENGTH OF 35.05 FEET AND BEING SUBTENDED BY A CHORD OF 34.82 FEET BEARING NORTH 75 DEGREES 25 MINUTES 03 SECONDS EAST; THENCE NORTH 64 DEGREES 04 MINUTES 17 SECONDS EAST, A DISTANCE OF 48.49 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 138.5 FEET, AN ARC LENGTH OF 61.63 FEET AND BEING SUBTENDED BY A CHORD OF 61.12 FEET BEARING NORTH 76 DEGREES 49 MINUTES 09 SECONDS EAST; THENCE NORTH 89 DEGREES 34 MINUTES EAST, A DISTANCE OF 264.04 FEET; THENCE SOUTH 0 DEGREES 04 MINUTES 32 SECONDS EAST, A DISTANCE OF 290.0 FEET TO A POINT ON THE NORTH 60 FOOT RIGHT-OF-WAY LINE OF STELLHORN ROAD; THENCE SOUTH 89 DEGREES 34 MINUTES WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 60.0 FEET; THENCE NORTH 0 DEGREES 04 MINUTES 32 SECONDS WEST, A DISTANCE OF 240.0 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES WEST, A DISTANCE OF 203.72 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 88.5 FEET, AN ARC LENGTH OF 39.38 FEET AND BEING SUBTENDED BY A CHORD OF 39.06 FEET BEARING SOUTH 76 DEGREES 49 MINUTES 09 SECONDS WEST; THENCE SOUTH 64 DEGREES 04 MINUTES 17 SECONDS WEST, A DISTANCE OF 48.49 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 138.5 FEET, AN ARC LENGTH OF 62.68 FEET AND BEING SUBTENDED BY A CHORD OF 62.14 FEET BEARING SOUTH 77 DEGREES 02 MINUTES 09 SECONDS WEST; THENCE SOUTH 15 DEGREES 10 MINUTES 22 SECONDS WEST, A DISTANCE OF 7.30 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES WEST, A DISTANCE OF 230.49 FEET; THENCE NORTH 49 DEGREES 09 MINUTES 49 SECONDS WEST, A DISTANCE OF 154.09 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 6.00 FEET, AN ARC LENGTH OF 9.06 FEET AND BEING SUBTENDED BY A CHORD OF 8.23 FEET BEARING SOUTH 87 DEGREES 33 MINUTES 50 SECONDS WEST; THENCE ON A CURVE TO THE LEFT HAVING A

Schedule B

ORIGINAL

ALTA Owner's Policy (6/17/06)

IN-25078-RAM-27306-1-12-751202099

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RADIUS OF 152.46 FEET, AN ARC LENGTH OF 87.58 FEET AND BEING SUBTENDED BY A CHORD OF 86.38 FEET BEARING SOUTH 27 DEGREES 50 MINUTES 04 SECONDS WEST; THENCE SOUTH 13 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 84.16 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 50.0 FEET, AN ARC LENGTH OF 12.05 FEET AND BEING SUBTENDED BY A CHORD OF 12.02 FEET BEARING SOUTH 6 DEGREES 34 MINUTES 50 SECONDS WEST; THENCE SOUTH 0 DEGREES 19 MINUTES 19 SECONDS EAST, A DISTANCE OF 141.65 FEET TO A POINT ON THE NORTH 40 FOOT RIGHT-OF-WAY LINE OF STELLHORN ROAD; THENCE SOUTH 89 DEGREES 34 MINUTES WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 25.0 FEET; THENCE NORTH 0 DEGREES 19 MINUTES 19 SECONDS WEST, A DISTANCE OF 142.30 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 70.0 FEET, AN ARC LENGTH OF 16.87 FEET AND BEING SUBTENDED BY A CHORD OF 16.83 FEET BEARING NORTH 6 DEGREES 34 MINUTES 50 SECONDS EAST; THENCE NORTH 13 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 88.46 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 175.0 FEET, AN ARC LENGTH OF 79.70 FEET AND BEING SUBTENDED BY A CHORD OF 79.01 FEET BEARING NORTH 26 DEGREES 31 MINUTES 46 SECONDS EAST; THENCE NORTH 39 DEGREES 34 MINUTES 33 SECONDS EAST, A DISTANCE OF 17.34 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 6.00 FEET, AN ARC LENGTH OF 7.69 FEET AND BEING SUBTENDED BY A CHORD OF 7.17 FEET BEARING NORTH 2 DEGREES 51 MINUTES 55 SECONDS EAST; THENCE NORTH 33 DEGREES 50 MINUTES 43 SECONDS WEST, A DISTANCE OF 98.77 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 150.0 FEET, AN ARC LENGTH OF 51.41 FEET AND SUBTENDED BY A CHORD OF 51.16 FEET BEARING NORTH 43 DEGREES 39 MINUTES 49 SECONDS WEST; THENCE NORTH 53 DEGREES 28 MINUTES 55 SECONDS WEST, A DISTANCE OF 92.61 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 190.0 FEET, AN ARC LENGTH OF 120.23 FEET AND BEING SUBTENDED BY A CHORD OF 118.23 FEET BEARING NORTH 71 DEGREES 36 MINUTES 35 SECONDS WEST; THENCE NORTH 89 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 63.40 FEET TO THE POINT OF BEGINNING.

TRACT 2:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST ONE QUARTER OF SECTION 22, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE NORTH 0 DEGREES 00 MINUTES EAST ALONG THE WEST LINE OF SAID SOUTHWEST ONE QUARTER, A DISTANCE OF 1126.5 FEET; THENCE NORTH 89 DEGREES 36 MINUTES EAST, A DISTANCE OF 50.0 FEET TO THE POINT OF BEGINNING.

BEGINNING AT THE ABOVE DESCRIBED POINT; THENCE NORTH 89 DEGREES 36 MINUTES EAST, A DISTANCE OF 90.82 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 151.5 FEET, AN ARC LENGTH OF 41.26 FEET AND BEING SUBTENDED BY A CHORD OF 41.13 FEET BEARING SOUTH 82 DEGREES 35 MINUTES 51 SECONDS EAST; THENCE SOUTH 74 DEGREES 47 MINUTES 42 SECONDS EAST, A DISTANCE OF 326.38 FEET; THENCE SOUTH 83 DEGREES 30 MINUTES WEST, A DISTANCE OF 90.70 FEET TO THE NORTHWEST CORNER OF THE PARCEL BEING CONVEYED TO SV VENTURES, AN INDIANA GENERAL PARTNERSHIP; THENCE SOUTH 15 DEGREES 10 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF THE PARCEL BEING CONVEYED TO SV VENTURES, A DISTANCE OF 30.0 FEET; THENCE NORTH 39 DEGREES 06 MINUTES 13 SECONDS WEST, A DISTANCE OF 51.88 FEET; THENCE NORTH 74 DEGREES 25 MINUTES 49 SECONDS WEST, A DISTANCE OF 200.0 FEET; THENCE ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 119.5 FEET, AN ARC LENGTH OF 32.55 FEET AND BEING SUBTENDED BY A CHORD OF 32.45 FEET BEARING NORTH 82 DEGREES 35

Schedule B

ORIGINAL

ALTA Owner's Policy (6/17/06)

IN-25078-RAM-27306-1-12-751202099

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MINUTES 51 SECONDS WEST; THENCE SOUTH 89 DEGREES 36 MINUTES WEST, A DISTANCE OF 91.04 FEET TO A POINT ON THE EAST 50 FOOT RIGHT-OF-WAY LINE OF MAPLECREST ROAD; THENCE NORTH 0 DEGREES 00 MINUTES EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 32.0 FEET TO THE POINT OF BEGINNING.

PARCEL III:

AN EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF A COVERED STORM SEWER DRAIN GRANTED TO SV VENTURES, AN INDIANA GENERAL PARTNERSHIP, BY MACKIDS, INC. IN GRANT OF EASEMENT RECORDED MAY 8, 1996 AS INSTRUMENT NUMBER 960025028 FOR THE BENEFIT OF THE LAND DESCRIBED IN PARCEL I ABOVE, OVER AND ACROSS THAT PORTION OF THE EASEMENT LAND OWNED IN RECORD FEE SIMPLE TITLE BY MACKIDS, INC. AT THE DATE OF THIS POLICY.

Schedule B

ORIGINAL

ALTA Owner's Policy (6/17/06)

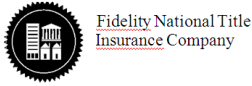
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ALTA ENDORSEMENT - FORM 9.2-06 - Covenants, Conditions and Restrictions - Improved Land - Owner's Policy

Issued by **Fidelity National Title Insurance Company**



File No.: 751202099

Attached to and made a part of Policy No.: 751202099

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only,
 - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
 - b. "Improvement" means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
 - b. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
 - c. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
 - c. except as provided in Section 3.c., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances



This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF Fidelity National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on December 10, 2012.

Issued At: Fort Wayne, IN

Countersigned:

By:

Laura A. Ormsby

Laura Ormsby
Authorized Officer



Fidelity National Title Insurance Company

By:

Gregory R. ...

President

Attest:

[Signature]

Secretary



ALTA ENDORSEMENT - FORM 17.1-06 – INDIRECT ACCESS AND ENTRY

Issued by **Fidelity National Title Insurance Company**



Fidelity National Title
Insurance Company

File No. 751202099

Attached to and made a part of Policy No.: 751202099

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the easements identified as Parcel II, Tracts I and II, in Schedule A (the "Easements") do not provide that portion of the Land identified as Parcel I in Schedule A both actual vehicular and pedestrian access to and from Maplecrest Road and Stellhorn Road (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Easement

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements to it.

IN WITNESS WHEREOF Fidelity National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on December 10, 2012.

Issued At: Fort Wayne, IN

Countersigned:

By:

Laura A. Ormsby

Laura Ormsby
Authorized Officer



Fidelity National Title Insurance Company

By:

Robert M. Priebe

President

Attest:

[Signature]

Secretary



ALTA ENDORSEMENT – FORM 25-06 - SAME AS SURVEY

Issued by **Fidelity National Title Insurance Company**



Fidelity National Title
Insurance Company

File No. 751202099

Attached to and made a part of Policy No.: 751202099

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Michael F. Feldbusch, Registered Land Surveyor, of U.S. Surveyor, dated October 23, 2012 and designated as Job Number SS#48588.DWG_MFF_AIS

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF Fidelity National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on December 10, 2012.

Issued At: Fort Wayne, IN

Countersigned:

By:

Laura A. Ormsby

Laura Ormsby
Authorized Officer



Fidelity National Title Insurance Company

By:

Gregory M. ...

President

Attest:

[Signature]

Secretary



OWNER'S POLICY OF TITLE INSURANCE

Issued by Fidelity National Title Insurance Company



POLICY NUMBER
751202099

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Fidelity, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

Countersigned:

By:

Laura Ormsby
Authorized Officer



By:

FIDELITY NATIONAL TITLE INSURANCE COMPANY

President

Attest:

Secretary

ALTA Owner's Policy (06/17/06)

ORIGINAL

Valid Only if Schedules A and B are attached

IN-25078-RAM-27306-1-12-751202099



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 11 and 12 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

IN-25078-RAM-27306-1-12-751202099



CONDITIONS CONTINUED

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

IN-25078-RAM-27306-1-12-751202099

CONDITIONS CONTINUED

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons.

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. 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. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at: Claims Department, PO Box 45023, Jacksonville, Florida 32232-5023

IN-25078-RAM-27306-1-12-751202099



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 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 a 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.

NOTICE TO INDIANA POLICY HOLDERS

Issued by Fidelity National Title Insurance Company



Lawyers Title Company, LLC
200 E Main St, Ste 530
Fort Wayne, IN 46802
260-424-2929 Fax: 260-424-0037

Fidelity National Title Insurance Company remains committed to our corporate mission of facilitating the safe and efficient transfer of and investment in real estate through title insurance and related services. Our customers' needs will be met through the accurate preparation and timely delivery of our products and the long-term protection afforded by lasting financial strength. In line with this philosophy, it is our desire to have our customers identify Fidelity National Title Insurance Company by the following: courteous people, responsive expertise and financial strength. We are dedicated to emphasizing the needs and protection of all of our policyholders. In conjunction with this philosophy, we are also dedicated to resolving any valid claim under the policy in a fair and timely manner.

Questions regarding your policy or coverage should be directed to:

Fidelity National Title Insurance Company
260-424-2929

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your Insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at www.in.gov/idoi.