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# LEASE INFORMATION

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At The Wabash Valley Family Sports Center - Terre Haute, IN

## **DISCLAIMER**

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assumes no liability for the information provided.

Per the terms of the Coal Lease, the Lessee has been granted an option to purchase any buildings and related improvements on the auction property for the duration of the lease (Item 15). Any new construction would be prohibited without written consent of the Lessee.



950 North Liberty Drive, Columbia City, IN 46725

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# BOOKLET INDEX

- **COAL MINING LEASE (NORTH)**
- **COAL MINING LEASE (SOUTH)**
- **OIL AND GAS LEASE**
- **QUIET TITLE ACTION**
- **LETTER OF UNDERSTANDING**



**COAL MINING LEASE**  
**Chinook Project North**

**COAL MINING LEASE**  
**(Chinook Project-North)**

THIS COAL MINING LEASE ("Lease"), dated this 5<sup>th</sup> day of December, 2011, is made between **RLF CHINOOK PROPERTIES, LLC**, whose address is 619 N. Cascade Avenue, Colorado Springs, CO 80903, (hereinafter referred to as "**Owner**") and **WHITE STALLION COAL, LLC**, a Delaware limited liability company (hereinafter referred to as "**Lessee**"). Owner grants Lessee the following exclusive rights with respect to the real property of the Owner (hereinafter called the "**Land**") including coal mineral deposits (collectively "**Coal**") located in, on or under the following described real estate, to-wit:

See Exhibit "A"

Refer to attached Exhibit "B" for coordinates of perimeter of Exhibit A descriptions.

in Clay County, State of Indiana, containing approximately 607 acres, more or less, together with all of the rights to conduct mining activities thereon which are described below:

**WITNESSETH:**

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which the Owner hereby acknowledges, and the mutual promises herein contained; Owner does hereby lease, demise and grant to Lessee, its successors and assigns the Land, including the Coal, for a term of ten (10) years and so long thereafter as Lessee may conduct mining operations on the Land or on or within lands in the same Coal Field. The term "Coal Field" as used in this Lease, means the land leased under this Lease and leased under the leases of even date between Lessee and (i) GLG Leasing Corp, (ii) Charles K. Butts and Kimberly L. Butts, (iii) Kenneth M. Butts and Janet Jo Butts and (iv) RLF Chinook Properties, LLC (Chinook Project-South), plus an area within two (2) miles of any such leased premises. The terms of this Lease shall be as follows:

1. **GRANT OF RIGHTS TO LESSEE**

Lessee shall have the following exclusive rights:

- A. To develop the Coal by entering the Land from time to time, to drill, take core samples, and otherwise evaluate the Coal in accordance with standard mining practices, without liability except for payment for damages for the destruction of growing crops and damages resulting from persons, vehicles, equipment or machinery entering onto the Land in connection with exploratory drilling, both as set forth in Section 2; and,

- B. To mine, extract, remove, process, own, market, or otherwise use the economically recoverable Coal, including without limitation mining by strip, auger, or other mining methods, and the right in the mining operations to conduct surface mining operations up to one hundred (100) feet from any presently existing permanent structure (or less, if consented to in writing by Owner or if Lessee shall purchase such structure from Owner) and the right to use blasting techniques in connection therewith; and,
- C. To have free access to, in, from, across and under the Land and the Coal, at any time, with any persons, tools, machinery, and appliances, and also install, maintain, construct and use on the Land roadways, railroads, buildings, tipples, preparation and processing facilities, pumping stations, pipelines, powerlines, ditches, storage facilities, underground waters and any other facility or use necessary or convenient for exercising the rights with respect to the mining and processing of the Coal and with respect to the mining, processing, marketing and delivery of other Coal within the Coal Field regardless of whether or not the Coal is then being, has been, or is to be mined from the Land; and, provided, however, without limiting the rights set forth in this Section 1, although Owner acknowledges that Lessee has the right to construct or create haul roads, stockpiles, drainage facilities, including sediment basins, and other facilities mentioned above on the Land, in the event Lessee constructs such haul roads, stockpiles and/or facilities on the Land prior to or without mining any Coal from the Land, then following such creation or construction Lessee shall owe additional rent and rental to Owner for the portions of the Land on which such haul roads, stockpiles and/or facilities are constructed (in addition to other royalties specified herein). The rental shall be paid at the rate of One Hundred Dollars (\$100.00) per acre per year, adjusted as indicated below, and shall apply and be payable from the time of Lessee's construction and occupancy of the affected portion of the Land until (a) such haul roads, stockpiles and/or facilities have been reclaimed as required by law and Phase 1 bond release obtained, or (b) Lessee commences mining of Coal from the Land and payment of earned royalties in a cumulative amount exceeding the sum of the next annual payments of rent specified above and advance royalty specified below, whichever is earlier. Further, in the event that Lessee constructs or uses any haul roads, stockpiles and/or facilities on the Land after cessation of payment of earned royalties from the Land, Lessee shall commence or recommence, as applicable, payment of annual rental at the rate of One Hundred Dollars (\$100.00) per acre per year, adjusted as indicated below, for the portion of the Land containing such haul roads, stockpiles and/or facilities until the same have been reclaimed as required by law and Phase 1 bond release obtained with respect thereto. Without limiting the foregoing, if Lessee gives Owner a Mining Notice as to acre(s) of the Land specified in the Mining Notice (as defined in Section 2) on which it intends to commence mining, and if such acre(s) covered by such Mining Notice have not been mined and had a Phase 1 bond release obtained relative to such acre(s) within five (5) years of such Mining

Notice, the Lessee will, unless and for so long as earned royalties are being paid in connection with the area covered by such Mining Notice, pay rental at the rate of One Hundred Dollars (\$100.00) per acre per year, adjusted as indicated below, commencing immediately upon the end of such five (5) years until Phase 1 bond release is obtained relative to such acres. On the fifth anniversary date of this Lease and each anniversary date thereafter, the rental rate specified above shall be adjusted upward or downward from the initial rental rate in proportion to changes in the Consumer Price Index from the first anniversary date of this Lease; and,

- D. To permanently dispose of gob, slurry and coal refuse separated from the Coal (excluding coal combustion waste or by-product) on and under the Land; provided, however, any impoundment(s) for such disposal shall be permanently reclaimed by covering such material in compliance with applicable law and regulations, shall be constructed so that no dam is required; and,
- E. The right to drill from the surface for coal exploration purposes or to survey the Land, and the right to construct, maintain and remove such facilities and services including but not limited to those required to provide access, power, drainage control, communications, transportation, ventilation and/or escape shafts, supply drops, slurry injection and dewatering. Pipe lines may be along the surface during mining operations and removed following mining operations, but pipelines which existed prior to mining will be reburied at the same depth if disturbed in the mining process. Other permanent pipelines installed by Lessee will be buried five (5) feet below the surface and where ever practical boreholes and other facilities shall be located near fence and property lines; and,
- F. To mine the Coal without being required to leave or provide subjacent or lateral support for the overlying strata or surface of anything therein, thereon, or thereunder, including structures now or hereafter erected thereon, and in connection with or related to the mining of Coal, the right to mine, remove, dispose of or sell any shale, fireclay, or other mineral substance or material in strata adjacent to or overlying any Coal removed via surface mining; and,
- G. To remove all property and fixtures placed by Lessee on such Land at any time during the term of this Lease and within twelve (12) months thereafter, any such property or fixtures not so removed from the Land at the conclusion of such twelve (12) month period and after written notice from Lessor and thirty (30) day opportunity to remove same to become the property of Owner or, in the alternative, to be removed and disposed of by Owner, with Owner entitled to recover from Lessee all costs of removal, demolition or disposal net of sale, salvage or disposal proceeds received; and,
- H. To terminate this Lease as to all or any part of the Land or Coal without further obligation by giving written notice of termination to Owner; provided, however,

that such termination shall not be effective as to any portion of the Land disturbed in the mining process until such portion has been reclaimed so that Phase 1 bond release has been obtained with respect thereto, and Lessee shall permanently reclaim any part of the Land disturbed in the mining process as required by law so that final bond release is obtained with respect thereto, notwithstanding any termination of this Lease. Lessee shall pay to Owner all royalties and rentals due and owing to Owner to the date of termination. In the event of partial termination of a portion of the leased premises all future advance royalties shall be reduced proportionately on a per acre basis; and,

- I. To have the right to have the mining conducted by others who shall be afforded the same rights as the Lessee herein; provided Lessee shall not be relieved of any obligations under this Lease unless released in writing by Owner; and,
- J. To commingle coal mined from the Land with coal mined from other real estate.

To the extent applicable zoning codes or regulations apply to the premises subject to this Lease, Owner shall cooperate with Lessee and execute such petitions, consents, waivers or approvals related to zoning as Lessee may request in order to enable Lessee to exercise the full extent of its rights granted hereunder.

## 2. RIGHTS OF OWNER

Owner shall be entitled to the possession of all the Land not necessary or convenient to Lessee's mining operations, including the right to farm the property and cultivate and cut the timber thereon, subject to regulatory and mine permit limitations. Lessee shall give Owner notice, not later than July 1 for any fall plant or double crop planting, or January 1 for any Spring plant planting, of Lessee's intention to use the Land for mining purposes within twelve (12) months after such notice, which notice shall remain in effect for future crop seasons unless rescinded by Lessee (each, a "Mining Notice"). Owner shall be paid for all damages to annual crops, i.e. corn, soybeans, milo, etc.; provided that Lessee shall not be responsible for damages to annual crops planted after the giving of such notice if physical mining activities on the Land are commenced within twelve (12) months after such notice is given. Lessee shall also not be responsible for damages to perennial crops, i.e. clover, alfalfa, etc., and shall not be obligated to compensate Owner for timber removed from and after the date that is one hundred eighty (180) days from the giving of notice of intent to occupy the Land for mining purposes if physical mining activities on the Land are commenced within twelve (12) months after such notice is given. Lessee also agrees that, in the event any vehicles, equipment or machinery are brought onto the Land in connection with exploratory drilling or other evaluations of the Land prior to the commencement of mining operations on the land to repair any ruts within the Land resulting from such activity.

Owner shall have the right to terminate this Lease by giving written notice to Lessee if Lessee shall not have commenced actively mining Coal within the Land and paying earned royalties to Owner as provided below within five (5) years of the date active mining of Coal and



payment of earned royalties to Owner has been completed per the terms of the Coal Mining Lease (Chinook Project-South) of even date between Owner and Lessee.

Lessee promises and agrees to indemnify Owner and to save Owner free, clear and harmless of, from and against any and all claims, liabilities and damages that may accrue in favor of any third party on account of any negligence causing damage or injury to person or property that may occur or result by reason of Lessee's use of or operations upon the Land, and this indemnification and save harmless clause shall apply and govern both during the lease term and thereafter for any and all claims, liabilities and damages in favor of any third party by reason of what Lessee negligently either did or failed to do in its use of or operations upon the Land under this Lease. Lessee shall at all times during the term of the Lease carry general liability insurance with limits of no less than \$5,000,000 with the Owner named as an additional insured thereon. Lessee shall provide certificates of insurance to Owners evidencing the required coverages.

Lessee promises and agrees to indemnify and save Owner harmless from and against laborers, materialmen's and mechanic's liens that may attach to the Land by reason of any of the operations of Lessee hereunder, and Lessee will not permit any such lien, if uncontested, to remain undischarged for more than sixty (60) days, provided however, that Lessee may in good faith contest any such lien at Lessee's expense.

### 3. DUTIES OF LESSEE

Lessee shall conduct its mining operations in a workmanlike manner and shall comply with all applicable laws and regulations. At the termination or cancellation of this Lease for whatever reason, Lessee shall continue to have the right to come upon the Land and do such work as may be required to satisfy the requirements of State and Federal Laws and Regulations and applicable mining permits. Lessee shall keep accurate records of its coal production and sale from the Land which shall be open to inspection by Owner during normal business hours.

For purposes of this Lease mining operations shall be deemed to have begun when mining permits have been granted for all or any part of the Land and Lessee starts physical mining operations in the Coal Field by the building of roads or ponds or the movement of overburden. Mining operations shall not be deemed to have ceased if mining is resumed on the Land or on lands within the same Coal Field within twelve (12) months of the date of suspension.

Upon Lessee's commencement of actual mining of coal beneath the Land, Lessee shall remove said coal, which in Lessee's sole discretion, Lessee deems to be profitable of being removed; however, Lessee agrees to and shall, subject to the other terms of this Lease, with reasonable diligence, mine from the Land all the merchantable commercially available and economically recoverable coal.

Lessee agrees to and shall conduct its mining operations upon the Land with diligent efforts toward compliance with all applicable County, State and Federal statutes, rules, orders and regulations. Further, Lessee shall, at its own cost, use diligent efforts to comply with all

statutes and governmental rules, orders and regulations applicable to the mining of coal, reclamation of land, safety of employees and persons, and any other subject matter that may cover Lessee's coal operations upon Owner's Land.

Irrespective of any termination or cancellation of this Lease, Lessee or its assigns shall have the right to retain possession of all acres disturbed in the mining process for purposes of reclamation with the right to plant and harvest crops thereon until final reclamation bond release at no additional rent. During the reclamation process, but after phase one bond release, the Lessee shall give the Owner the right to plant and harvest crops on the land during the remainder of the reclamation process and until full bond release; provided the Lessee and Owner enter into an agreement pursuant to which the Owner agrees to farm the land in compliance with the directives of the Lessee which are necessary for compliance with the regulations of the Indiana Department of Natural Resources in connection with reclamation of the property. Such right shall be granted year to year by the Lessee to the Owner during the reclamation process, provided the Owner is capable of performing the farming operations, has adequate equipment to undertake the farming operations and agrees to perform the farming operations in a timely manner to maintain compliance with applicable regulations governing the reclamation process.

Owner shall permit pre-blast and pre-mining inspections.

#### 4. **OWNER'S COOPERATION**

Owner agrees to cooperate with Lessee and not withhold its consent in designating changes to the post mining land use of the Land and to execute any necessary consents or other instruments requested by Lessee for filing with the Indiana Department of Natural Resources where such change is reasonably required to prudently and economically reclaim the Land in accordance with applicable legal requirements; provided, however, the Lessee shall not, except to the extent affected by water impoundments as described below, seek a different post mining land use for any portion of the Land used prior to mining for row crops or as pasture land.

In addition, and without limiting the scope of the preceding paragraph, Owner shall execute upon Lessee's request:

A Land Use Change Waiver, in the form of the Landowner's Request for Permanent Water Land Use attached hereto as Exhibit "C", allowing Lessee, at Lessee's option, to construct, according to all applicable mining regulations, permanent water impoundments within the Land which, without permission otherwise granted by the Owner, which permission shall not be unreasonably withheld, shall be limited to no more than two permanent water impoundments on the Land, each not in excess of 20 acres, and shall be constructed so that no dam is required which would trigger regulation by the Mine Safety and Health Administration over such impoundment. Owner acknowledges that the water impoundments may extend onto properties of adjacent landowners. Owner acknowledges that the actual construction of impoundments is contingent upon the following:

- (1) Lessee's mining and reclamation plans.

- (2) Economic feasibility.
- (3) Potential adverse affect on mining and reclamation operations.
- (4) Approval for construction from all appropriate regulatory authorities.
- (5) Compliance with all local, state and federal regulations concerning water quality, quantity and structure construction.

Owner acknowledges that Lessee shall not be responsible for maintenance and operation of water impoundment structures following final bond release, and Owner agrees to assume responsibility for the maintenance and operation of the water impoundment structures located on the Land following final bond release.

Also, Owner agrees to provide reasonable assistance to Lessee in Lessee's efforts to obtain rights to close and cross county roads that adjoin or are adjacent to the Land, which assistance shall include the obligation to consent to road closing and comply with other reasonable requests of Lessee, provided that in each instance Lessee shall provide reasonable alternate access to Owner's property where access to said property has been affected by the closing of county road. Owner further agrees to execute all applications, consents, approvals or other instruments necessary or appropriate, as requested by Lessee, to cause the Land to be properly zoned or otherwise comply with local zoning laws for coal mining as contemplated or permitted by the applicable lease.

During the term of this Lease, Owner shall not construct or locate any additional structures on the Land.

## 5. ROYALTY

Lessee shall pay to Owner, in full payment for all of the benefits secured by Lessee under, or in connection with, this Lease the following royalties when and to the extent stated:

### A. Advance Royalty

An advance royalty in an amount equal to Ten Dollars (\$10.00) per acre of the Land will be paid for the first six (6) month term of this Lease. An advance royalty in an amount equal to Fifty Dollars (\$50.00) per acre of the Land will be paid on or before the end of the first six (6) month term of this Lease. An advance royalty in an amount equal to One Hundred Dollars (\$100.00) per year per acre (the "Advance Royalty Rate") will be paid on or before the anniversary date of this Lease during each year of the term of this Lease, subject to commencement of earned royalties as provided below, and further subject to reduction pursuant to the provisions of paragraph 1(H) above. Unless Lessee has commenced actively mining within the Land and paid earned royalties as provided below, on the fifth anniversary date of this Lease and on each anniversary date thereafter, the Advance Royalty Rate rate specified above shall be adjusted upward or downward from the initial Advance Royalty Rate stated above in proportion to changes in the Consumer Price Index from the first anniversary date of this Lease. All of the advance royalty payments shall be made on or before the anniversary date of this Lease, but except as provided below no advance royalty shall be due after the date on which earned

royalties are paid hereunder in a cumulative amount exceeding the next annual payment of advance royalty. Notwithstanding the above, in the event earned royalties have previously commenced hereunder and the advance royalty has ceased, and thereafter Lessee ceases to pay earned royalties hereunder, Lessee shall recommence payment of advance royalties on the Land then included in the Lease on the second anniversary date of the Lease following the cessation of earned royalty payments and shall continue to pay advance royalties until such time as earned royalties are resumed hereunder or this Lease is terminated. Such cessation in advance royalties resulting from the commencement of earned royalties, however, shall not reduce, diminish or terminate the rights of Lessee in and to all of the Land and Coal leased hereby. Nothing in the preceding sentence shall reduce or limit the rental payments required under Section 1C of this Lease.

B. Earned Royalty

An earned royalty in the amount of Two and 25/100 Dollars (\$2.25) per ton (2,000 lbs) or Eight percent (8%) of the F.O.B. Mine Price, whichever is greater, shall be paid on all Coal mined and sold from the Land, less royalty due to others under the terms of ~~agreements~~ including, but not limited to, royalty agreements, royalty deeds, or overriding royalty agreements on Coal mined and sold from the Land. As of the date of this agreement, and notwithstanding the findings of further due diligence and title examination per the terms of this agreement, Owner and Lessee mutually acknowledge the existence of the following Royalty Deed:

Royalty Deed dated June 1, 1998 between Meadowlark Inc., an Indiana corporation and Cyrus Amax Royalty Company, a Delaware corporation, recorded June 12, 1998 as instrument number 98-3064 in Deed Record 224 Page 458 in the Office of the Recorder of Clay County, Indiana.

Lessee shall pay any royalty due under the Royalty Deed directly to the payee under such Royalty Deed and deduct the amounts so paid from the earned royalty otherwise payable to the Owner. Royalty on refuse coal or coal fines shall be on above percent of F.O.B. Mine Price only. In the event Lessee should mine and sell any shale, fireclay or other mineral substance or material in strata adjacent to or overlying any Coal removed via surface mining, Lessee shall pay an earned royalty in an amount based on the above percent of F.O.B. Mine Price only.

The minimum amount of earned royalty shall be paid on or before the 25<sup>th</sup> day of the month for all Coal mined and sold from the Land during the preceding calendar month. The percentage of F.O.B. Mine Price shall be computed monthly on average F.O.B. Mine Price for the total tonnage sold from the mine during that period to the extent that it exceeds the minimum earned royalty. All advance royalties paid pursuant to this Lease shall be recoupable and credited against earned royalties including any advance royalties paid pursuant to a portion of the premises which has been partially terminated and returned to Owner.

existing agreements binding on title to the Coal, SEC

“F.O.B. Mine Price” shall mean, with respect to Coal or other minerals or materials, as applicable, the invoice sales price, as adjusted by quality allowances of Coal or other minerals or materials, as applicable, mined and sold from the Land, F.O.B. mine, exclusive of any and all freight and/or transportation charges, state, federal, and local taxes, surtaxes or severance taxes, which may be imposed on a per ton basis or computed by reference to the sale of the Coal, or other minerals or materials, as applicable, including (by way of example only and not limited to) sales and use taxes, severance taxes, the Reclamation Fee imposed by the Surface Mining Control and Reclamation Act of 1977, and any amendments thereto, and the tax imposed by the Black Lung Amendments of 1978, and any amendments thereto.

Lessee shall keep true and correct bookkeeping records of all coal mined, removed and sold from the Real Estate. On or before the 25<sup>th</sup> day of each calendar month after the month in which Lessee commences actual mining operations on the Real Estate, Lessee shall furnish Lessor a true and correct statement showing the number of tons of coal mined and removed from the Real Estate and sold by the Lessee during the preceding calendar month. Unless the Owner shall give the Lessee written notice of a dispute or question with respect to such statements within one (1) year from the date same is delivered to the Owner, such statement shall be final and binding on the parties.

In the event Lessee commingles coal mined from the land with coal mined from other real estate, Lessee may determine the amount of coal mined from the Land by standard industry practice using the surveyed quantity or other similar method. Any determined coal tonnage shall be reduced by loss by reason of dilution, wash plant processing and production of coal. Lessee shall pay or cause to be paid all taxes levied on the Coal mined and sold from the Land.

## 6. DEFAULT

In the event of default of Lessee of any of its obligations hereunder and if such default continues for more than thirty (30) days in the event of undisputed royalty sums due hereunder, or ninety (90) days for any other matter, after written notice by Owner to Lessee specifying the nature of such default, Owner may exercise its remedies set forth below, provided that this Lease shall remain in full force and effect and shall not be in default if within thirty (30) days in the event of undisputed royalty sums due hereunder, or ninety (90) days for any other matter, after written notice of default has been received, Lessee has paid the undisputed royalty sums or commenced the necessary action to cure such other default and is proceeding to remedy such default with reasonable diligence. Moreover, if the alleged default is for failure to pay money due Owner, which monies are in dispute by Lessee, Owner may not exercise any remedies set forth below until thirty (30) days after a decision by arbitrators, as provided in paragraph 15, has been issued determining the sums, if any, due Owner and failure by Lessee to remit such sums within thirty (30) days of receipt of such decision. Otherwise, upon notice of default and failure to cure or undertake activities to cure within the applicable periods as set for the above, Owner may at Owner's option terminate this Lease and seek damages as provided by law. In any action for payment of royalty or other sums of money due Owner from Lessee pursuant to the terms hereof, if Owner prevails in such action Owner shall be entitled to recover its reasonable

attorneys fees and costs of the action. Nothing herein shall be construed as requiring Lessee to mine or to be liable for not mining the Coal.

7. TITLE

Owner represents and warrants to Lessee that Owner has clear fee simple and merchantable title to the Land, and the unconditional right to grant to Lessee the rights specified above to the extent Owner owns the Coal, minerals or other material removed from the Land or Lessee otherwise acquires title to or rights therein, all of which ownership of Owner is free of all liens and encumbrances which would interfere with the purposes of this Lease, except as set forth in Exhibit D attached hereto. Owner makes no representation or warranty concerning Owner's title to the Coal, minerals or other material removed from the Land. Owner releases and waives all dower rights, and rights under all homestead exemption laws, respecting the Coal.

At Lessee's request, Owner shall provide to Lessee a title insurance commitment brought to a current date, showing merchantable title to the Land in Owner's name. Lessee may obtain such evidence and deduct the cost from advance royalty and/or earned royalty amounts which Lessee may owe to Owner. Lessee reserves the right to hold all payments due Owner until evidence of merchantable title to the Land has been confirmed by Lessee.

In the event the Coal is under mortgage, Owner shall secure the consent of the Mortgagee. If Owner fails or is unable to secure such consent, Lessee shall have the right to satisfy the requirements of the Mortgagee and deduct any payment required to be made to the Mortgagee from Lessee's obligation to Owner and the costs of securing such consents. Owner agrees to keep all mortgages, liens, taxes and assessments and all other obligations on the Coal free of default. Lessee shall have the right at any time to redeem for Owner by payment, any mortgage, taxes, or other liens on the Coal, in the event of default of payment by Owner, and be subrogated to the rights of the holder thereof. Any such payments made by the Lessee for Owner shall be deducted from sums which may become due Owners under this Lease.

If there shall appear any defect in the title to Owner or a lien or encumbrance on the Land not disclosed herein, Lessee may elect, in the name of Owner, to cure, discharge or redeem same, in which case Lessee may deduct the cost thereof from any amounts Lessee may owe to Owner. If the title to any part of the Land is not susceptible to quieting to the Lessee's satisfaction, then Lessee may elect to mine that part of the Land, which is acceptable to Lessee, in which case, this Lease shall remain in effect and the advance royalty shall be reduced proportionately. If Owner owns a lesser interest, in all or part of the Land, than a fee simple interest, the royalties shall be proportioned accordingly.

OR COAL, SEC.

Lessee shall indemnify, protect and save harmless the Lessor from and against laborer's and material men's and mechanic's liens that may attach to the Real Estate by reason of the Lessee's mining operations hereunder, and Lessee shall not permit any such lien, if uncontested, to remain undischarged for more than sixty (60) days provided, however, that Lessee may in good faith contest any such lien at Lessee's expense.

mine or to be liable for not mining the Coal.

7. TITLE

Owner represents and warrants to Lessee that Owner has clear fee simple and merchantable title to the Land, and the unconditional right to grant to Lessee the rights specified above to the extent Owner owns the Coal, minerals or other material removed from the Land or Lessee otherwise acquires title to or rights therein, all of which ownership of Owner is free of all liens and encumbrances which would interfere with the purposes of this Lease, except as set forth in Exhibit D attached hereto. Owner makes no representation or warranty concerning Owner's title to the Coal, minerals or other material removed from the Land. Owner releases and waives all dower rights, and rights under all homestead exemption laws, respecting the Coal.

At Lessee's request, Owner shall provide to Lessee a title insurance commitment brought to a current date, showing merchantable title to the Land in Owner's name. Lessee may obtain such evidence and deduct the cost from advance royalty and/or earned royalty amounts which Lessee may owe to Owner. Lessee reserves the right to hold all payments due Owner until evidence of merchantable title to the Land has been confirmed by Lessee.

In the event the Coal is under mortgage, Owner shall secure the consent of the Mortgagee. If Owner fails or is unable to secure such consent, Lessee shall have the right to satisfy the requirements of the Mortgagee and deduct any payment required to be made to the Mortgagee from Lessee's obligation to Owner and the costs of securing such consents. Owner agrees to keep all mortgages, liens, taxes and assessments and all other obligations on the Coal free of default. Lessee shall have the right at any time to redeem for Owner by payment, any mortgage, taxes, or other liens on the Coal, in the event of default of payment by Owner, and be subrogated to the rights of the holder thereof. Any such payments made by the Lessee for Owner shall be deducted from sums which may become due Owners under this Lease.

If there shall appear any defect in the title to Owner or a lien or encumbrance on the Land not disclosed herein, Lessee may elect, in the name of Owner, to cure, discharge or redeem same, in which case Lessee may deduct the cost thereof from any amounts Lessee may owe to Owner. If the title to any part of the Land is not susceptible to quieting to the Lessee's satisfaction, then Lessee may elect to mine that part of the Land, which is acceptable to Lessee, in which case, this Lease shall remain in effect and the advance royalty shall be reduced proportionately. If Owner owns a lesser interest, in all or part of the Land, than a fee simple interest, the royalties shall be proportioned accordingly.

*7/12/11 ON COAL, SEC.*

Lessee shall indemnify, protect and save harmless the Lessor from and against laborer's and material men's and mechanic's liens that may attach to the Real Estate by reason of the Lessee's mining operations hereunder, and Lessee shall not permit any such lien, if uncontested, to remain undischarged for more than sixty (60) days provided, however, that Lessee may in good faith contest any such lien at Lessee's expense.

8. **NOTICES**

All royalty payments shall be made to Owner at such place and manner as he shall designate. Any notices, including notice of change of address, or payments, required hereunder, shall be deemed to have been given and delivered:

- A. When sent by Owner to Lessee in person or by depositing in the United States Mail, duly stamped and addressed to Lessee at the address of 250 Cross Pointe Boulevard, Evansville, Indiana 47715, Attn: Land Department.
- B. When sent by Lessee to Owner in person or by depositing in the United States Mail, duly stamped and addressed to Owner at the address shown above.

If any royalty payment is returned by Owner, Lessee is entitled to hold same, free of interest and without affecting the validity of this Lease, until Owner shall contact Lessee in writing with specific instructions. If ownership of Owner is transferred and/or divided and, if Lessee is unable to satisfy itself as to whom and in what amounts the royalty shall be paid, Lessee may withhold royalty payment under this Lease, until Lessee shall have reasonably satisfied itself that payment different from the Lease is authorized.

9. **FORCE MAJEURE**

Lessee shall not be deemed in default for failure to perform any of its obligations during periods which performance is prevented by any cause reasonably beyond Lessee's control (any such cause being herein called "force majeure") such as, for example and not by way of limitation, fires, cave-ins, floods, windstorms, other damage from the elements, strikes, riots, unavailability of transportation or necessary equipment, quality of coal, action of governmental authority, acts of God and acts of the public enemy. The Lessee agrees to give notice to the Owners of the occurrence and continuance of a force majeure event within 30 days of the commencement of such force majeure event and shall notify the Owner within 30 days of the cessation of such force majeure event. The term of this Lease shall be extended, unless sooner terminated by Lessee by release as hereinabove provided, for a period equal to the period for which performance is suspended due to force majeure. All periods of force majeure shall be deemed to begin at the time Lessee stops performance hereunder by reason of force majeure.

10. **ASSIGNMENT AND BINDING EFFECT**

This Lease shall be binding upon the parties herein, their heirs, successors, personal representatives and assigns. Any transfer, conveyance, sublet or assignment of this Lease shall contain a clause specifically stating that such transfer, conveyance, sublet or assignment is subject to all the terms, conditions, covenants and restrictions set forth in this coal mining lease.



11. **PARTITION**

In the event Owner is the owner of an interest in the Coal less than the entire fee interest therein, Owner agrees that it will, upon written demand by Lessee and to the extent possible under Indiana law, commence appropriate action in a court of competent jurisdiction against the owners of the undivided interest in the Coal to compel partition of said Coal. Owner will cooperate with Lessee in such action as to selection of counsel and will be available at reasonable times for consultations, appearance for depositions, appearance in court and other as may be necessary or convenient for the furtherance of said action. Lessee agrees to pay the costs of said action, including attorney fees, court costs, abstracting and other expenses associated therewith.

12. **DAMAGE TO STRUCTURES AND IMPROVEMENTS**

Notwithstanding the terms of paragraph 1 (A) above, and unless the Lessee purchases the "Improvements" as described in Section 15, Lessee shall be liable for all damages to any structures or improvements located on the land clearly identifiable as caused by blasting or subsidence caused by Lessee's mining activity on the Land with Lessee liable for the cost of repairing any damage to structures and improvements but Lessee's liability for any such damage shall in no event exceed, and shall be limited to, the reduction in the fair market value of said structures and improvements clearly caused by Lessee's said mining activity. In the event Owner and Lessee cannot agree on the amount of any damage to structures and improvements for which Lessee is liable to Owner, each party shall choose an appraiser with the two appraisers to choose a third appraiser who shall jointly determine said damages. In the event either party fails to designate an appraiser after five (5) days from the date of a written demand, the party requesting the appointment of an appraiser may apply to the Clay Circuit Court for the appointment of the appraiser. The procedure for determining damages shall be exclusive of any other rights or remedies of Owner whether in contract, tort or otherwise. Under no circumstances shall Lessee be liable for any consequential or punitive damages. The provisions of this Section shall not apply in the event Lessee purchases the "Improvements" as described in Section 15.

13. **GENERAL; INDEMNITY**

This Lease states the entire Lease between the Parties, and replaces all oral and written representations, correspondence and Leases. There are no implied duties, warranties or covenants of any type given by or assumed by Lessee. No amendment or modification of this Lease shall be binding unless made by written instrument of equal formality. This Lease may be executed in counterparts.

Lessee agrees to and does here indemnify, defend and hold harmless Owner from any claim, demand or damages for bodily injury to or death of persons or damage to property of whatsoever kind, nature, or description which may be made or asserted by any person, firm or corporation, including, but without limitation, members of the public generally and Lessee's agents, servants, employees, licenses, and invitees arising out of or in connection with Lessee's use or occupancy and mining of coal beneath the Land. Lessee shall carry general liability

insurance with limits exceeding Five Million Dollars (\$5,000,000) and not less than One Million Dollars (\$1,000,000) property damage coverage. The Lessee shall defend Owner if sued or threatened to be sued and pay any and all reasonable attorney fees and other expenses that Owner may incur in protecting themselves from any claims or lawsuits arising directly or indirectly from the coal mining operations by the Lessee upon the Land.

14. **OWNER'S DEVELOPMENT OF OTHER RESOURCES.**

Neither Owner (after the effective date of this Lease) nor any third party mineral lessee or other third party claiming rights through Owner pursuant to a grant entered into after the date of this Lease, shall develop or produce any sands, stones, water, oil, gas, hydrocarbons, ore or other minerals not leased to Lessee hereby without the written consent of Lessee first obtained, which may be withheld in Lessee's sole, reasonable discretion. In the event Lessee should grant such consent, any operations by Lessor, its successors, assigns or lessees shall be subordinate to, and shall not adversely affect in any way, Lessee's mining operations or rights to conduct mining operations. Upon receipt of notice from Lessee that the production of any other mineral or material conflicts with Lessee's operations or rights hereunder, any conflicting operations shall immediately cease, all applicable equipment shall be removed and Lessor shall plug all well casings below the applicable coal seams, at no expense to Lessee and in accordance with all applicable laws.

Owner will include a clause in any lease or other Lease for the development or production of any other mineral or material providing that the lessee or grantee of rights to the other mineral or material may not access that mineral or material in a manner that Lessee reasonably concludes may conflict with any mine plan of the Lessee applicable to mining operations permitted by this Lease, as such mine plans may be updated from time to time, or will otherwise in any material way adversely affect Lessee's operations hereunder or in the coal field.

15. **OPTION REGARDING PURCHASE OF IMPROVEMENTS**

Owner hereby grants to Lessee the exclusive option to purchase the buildings and related improvements located on the Land (herein the "Improvements"), which option may be exercised on any date on or prior to the termination of this Lease. The option shall expire on the date of termination of the Lease if unexercised as of such date. The option may be exercised by written notice to Owner pursuant to the terms of Section 8 hereof. If the option is exercised, the purchase and sale of the Improvements shall be on the terms and conditions set forth in subsections A through D below.

A. **Purchase Price and Appraisal(s).** The purchase price for the Improvements in the event of the option shall be equal to One Hundred Twenty percent (120%) of the appraised value thereof as of the date of exercise of the applicable option, determined in accordance with the appraisal procedures described in Subsection B, as established by a mutually acceptable MAI certified appraiser proposed by Lessee and reasonably acceptable to Owner.

B. Appraisals. In the event any appraisal is required under this Section 15, Lessee shall identify a proposed appraiser to Owner by written notice, and said appraiser shall be deemed acceptable as the sole appraiser unless Owner provides written notice of objection within twenty (20) days of identification of the proposed appraiser by Lessee. In the event Owner objects as provided above, then within thirty (30) days of the identification of the first appraiser by Lessee Owner shall designate a second MAI certified appraiser, and the appraised value shall be the average of the two appraisals, one conducted by Lessee's proposed appraiser and the other by Owner's designated appraiser. Such appraisal(s) shall be completed within ninety (90) days of appointment of the applicable appraiser. If the parties mutually agree on one appraiser, the cost of such appraiser shall be borne by Lessee. If each of Lessee and Owner designate an appraiser, the cost of each such appraiser shall be borne by the party appointing such appraiser.

C. Closing of Initial Sale of Improvements. Closing for the purchase of the Improvements shall occur as promptly as possible following completion of the applicable appraisal(s). At the closing, Lessee shall deliver to Owner the purchase price for the Improvements, less applicable property taxes per the pro-ration set forth below, and Owner shall deliver to Lessee the following items:

- (i) a general warranty bill of sale for the Improvements in recordable form;
- (ii) a vendor's affidavit containing such statements as Lessee may require to confirm Owner's title to the Improvements, free of any liens, claims or encumbrances, and to confirm Owner is not a foreign person subject to back-up withholding;
- (iii) a sales disclosure form as required by applicable law;
- (iv) such mining and blasting waivers as Lessee may request applicable to Owner's period of post-closing possession as contemplated in Subsection 15 D. below; and
- (v) such other certificates, instruments, papers and documents as Lessee may reasonably require to consummate the transaction.

D. Possession. Following the closing for the purchase and sale of the Improvements, Owner shall be entitled to retain possession of the Improvements as applicable for sixty (60) days. Any such post-closing possession shall be free of rent but solely at the risk and expense of Owner, who shall be required to maintain any and all insurance applicable to the Improvements, as Lessee may reasonably require, as well as all insurance desired by Owner on the contents of the Improvements during such period. Lessee shall have no duty to make the Improvements habitable or provide any repairs or maintenance during such period, or provide utilities. Prior to vacating the Improvements, Owner shall remove all personal property thereof from the Land. Upon vacation of the Improvements, Owner shall terminate all utility service to the Improvements, and hereby appoint Lessee as their attorney-in-fact for such purpose. During the period of any post-closing possession, Owner or any tenant thereof shall execute any and all

mining and blasting waivers requested by Lessee, including without limitation, waivers applicable to the conduct of surface coal mining operations within three hundred (300) feet of an occupied dwelling and limits related to ground vibration and air blast limits and monitoring requirements pertaining to blasting activity.

16. **DISPUTE RESOLUTION**

If a dispute arises between the Owner and the Lessee concerning such matters as the amount of earned royalty or advanced royalty due Owner herein, the amount of damages suffered by the Owner from Lessee's coal operations upon the Real Estate, the amount of coal tonnage mined or the correct price thereof, or any other right or duty of the parties under the provisions of this Lease, and the parties cannot amicably settle such dispute, then such dispute shall be settled between the parties by the following arbitration method.

Either party may give the other party written notice as to the disputed matter by registered mail, return receipt requested. Within ten (10) days after such written notice has been received, the Owner and the Lessee shall select a person to act as arbitrators. Within five (5) days after they are selected, the two arbitrators shall select a third person to act as arbitrator. Within twenty (20) days after the three arbitrators are selected, they shall, by unanimous vote or by a vote of the majority, make a decision settling the dispute and such decision shall be binding upon the Owner and the Lessee. The decision of the arbitrators shall be satisfied by the parties within thirty (30) days after written notice of such decision by the arbitrators has been given the parties by registered mail, return receipt requested. If either Owner or Lessee fails to timely select an arbitrator, then the other party may invoke the jurisdiction of the Clay Superior Court in order for the Judge thereof to select such person to serve as arbitrator. The persons selected as arbitrators shall be entitled to a reasonable fee for their services to be performed hereunder. The Owner and the Lessee shall each bear and pay one-half the costs of arbitration.

*{Signatures on Following Page}*

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**RLF CHINOOK PROPERTIES, LLC**

By: James W Geisz

Name: James W Geisz

Title: Auth. Rep

“Owner”

**WHITE STALLION COAL, LLC**

By: Steven E Chancellor

Name: STEVEN E. CHANCELLOR

Title: PRESIDENT

“Lessee”

EXHIBIT A

CLAY COUNTY, INDIANA

Description of Dividing Line

Commencing at the Southwest corner of the following described tract: (Part of TRACT C-LXXV) Part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 11 North, Range 7 West, described as follows, to-wit: Commencing on the south line of said quarter quarter section 5 rods west of the southeast corner thereof, thence running west 30 rods, thence north 80 rods, thence east 30 rods, thence south 80 rods to the place of beginning, containing 15 acres, more or less (end of description of commencement point); thence east approximately 2,900 feet to a point on the south line of Section 5, Township 11 North, Range 7 West at the centerline of County Road 200 North; thence northeasterly on a straight line approximately 1,875 feet to a point on the east line of the Southwest Quarter of the Southeast Quarter of Section 5, Township 11 North, Range 7 West, described point being approximately 1,010 feet north of the southeast corner of said quarter quarter section.

End of Description of Dividing Line

All real estate as described below north of the Dividing Line:

TRACT C-XXXVIII

The Northeast Quarter of the Northeast Quarter of Section 8, Township 11 North, Range 7 West, containing 40 acres, more or less.

(formerly Hendrich Tract 8225-39)

TRACT C-XXXIX

The Northwest Quarter of the Northeast Quarter, **excepting** therefrom the graveyard thereon described as follows: Commencing 40 rods north and 12 rods east of the southwest corner of said quarter quarter section; running thence east 5 rods; thence north 5 rods; thence west 5 rods; thence south 5 rods to the place of beginning; **and** the East Half of the Northeast quarter of the Northwest Quarter, all in Section 8, Township 11 North, Range 7 West, containing 60 acres, more or less.

(formerly Hendrich Tract 8225-40)

TRACT C-XL

The Southeast Quarter of the Northeast Quarter of Section 8, Township 11 North, Range 7 West, **excepting** therefrom the following described real estate:

All the real estate in said Quarter Quarter Section lying in a triangle northeast of the center of the road commonly referred to as "The Lower Bloomington Road", which said road crosses the northeast corner of said Quarter Quarter section in a northwesterly to southeasterly direction, containing 1.55 acres.

Also, beginning at a point on the east line of said Quarter Quarter Section, said point being in the center of the intersection of said Lower Bloomington Road and the county road running north and south along the east line of said Quarter Quarter section; thence running northwesterly along the center of said Lower Bloomington Road a distance of 204 feet to a point; thence running south a distance of 282 feet to a point which is 167 feet west of the east line of said Quarter Quarter section; thence running east to the east line of said Quarter Quarter section, being also the center of said county road; thence running north along the east line of said Quarter Quarter section, being also the center of said county road, to the place of beginning, containing 0.78 acres, more or less.

Containing after said exceptions, 37.67 acres, more or less.

(formerly Hendrich Tract 8225-41)

TRACT C-XLI

All in Section 8, Township 11 North, Range 7 West:

The Northwest Quarter of the Northwest Quarter, containing 40 acres, more or less;

The South Half of the Northwest Quarter, containing 80 acres, more or less;

The Southwest Quarter of the Northeast Quarter, containing 40 acres, more or less;

The Northeast Quarter of the Southwest Quarter, containing 40 acres, more or less, **EXCEPT** (1) a conveyance to Gus Lowry and Harry C. Lowry by Mineral Deed of **an undivided 1/4 interest in the oil and gas** in and under said real estate, which deed was recorded in Clay County Deed Record 145 at page 291, and (2) a conveyance to Robert G. Lowry by Mineral Deed of an undivided 1/2 interest in the oil and gas in and under said real estate, which deed was recorded in Clay County Deed Record 145 at page 292.

(formerly Hendrich Tract 8225-42)

TRACT C-XLII

The **surface only** of the West Half of the Northeast Quarter of the Northwest Quarter of Section 8, Township 11 North, Range 7 West, containing 20 acres, more or less.

(formerly Hendrich Tract 8225-43)

TRACT C-XLIII

A part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West, described as follows: Commencing at a point 782 feet north and 245.5 feet east of the southwest corner of the Southeast Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West; thence due east parallel with the south line of said quarter-quarter section 192 feet; thence due north parallel with the west line of said quarter-quarter section 190 feet; thence due west parallel with the south line of said quarter-quarter section 192 feet, thence due south parallel with the west line of said quarter-quarter section 190 feet to the place of beginning, containing .84 of an acre, more or less.

(formerly Hendrich Tract 8225-44)



TRACT C-XLIV

A part of the Southwest Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West, described as follows: Commencing at a point 425 feet north of the southeast corner of the Southwest Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West; thence west parallel with the south line of said quarter quarter section 244 feet; thence north parallel with the east line of said quarter quarter section 317 feet; thence east parallel with the south line of said quarter quarter section 244 feet to the east line thereof; thence south along the east line 317 feet to the place of beginning, containing 1.78 acres, more or less.

(formerly Hendrich Tract 8225-45)

TRACT C-XLV

The Southeast Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West **excepting the two following described tracts**, to-wit:

Commencing at the northwest corner of the above described quarter quarter section; thence south 313.5 feet; thence east 694.7 feet; thence north 313.5 feet; thence west 694.7 feet to the place of beginning, containing in said exception 5 acres, more or less; **also excepting**: Commencing 782 feet north and 245.5 feet east of the southwest corner of the above described quarter quarter section; thence due east parallel with the south line of said quarter quarter section 192 feet; thence due north parallel with the west line of said quarter quarter section 190 feet; thence due west parallel with the south line of said quarter quarter section 192 feet; thence due south parallel with the west line of said quarter quarter section 190 feet to the place of beginning, containing .84 of an acre, more or less, in said exception.

Subject to a perpetual easement for ingress and egress to the last described tract over a roadway 20 feet in width, located and described as follows: Running in an east-west direction a distance of 245.5 feet from the roadway to the west line of the above real estate, the south line of which roadway is 55 feet, more or less, north to the southwest corner of last described exception. Containing after said exceptions 34.16 acres, more or less.

Also, the North Half of the Southwest Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West, containing 20 acres, more or less.

Also, a part of the Southeast Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West, more particularly described as follows, to-wit: Commencing 49.5 rods north of the southeast corner of said quarter quarter section; thence north 11.5 rods; thence west 80 rods; thence south 11.5 rods; thence east 80 rods to the place of beginning, containing 5.75 acres, more or less.

Containing in all 59.91 acres, more or less.

(formerly Hendrich Tract 8225-46)

TRACT C-XLVI

The Northwest Quarter of the Northwest Quarter of Section 17, Township 11 North, Range 7 West, containing 40 acres, more or less.

Also, the Southwest Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West **excepting the following two tracts:** (1) Commencing at a point 425 feet north of the southeast corner of the Southwest Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West; thence west parallel with the south line of said quarter quarter section 244 feet; thence north parallel with the east line of said quarter quarter section 317 feet; thence east parallel with the south line of said quarter quarter section 244 feet to the east line thereof; thence south along the east line 317 feet to the place of beginning, containing 1.78 acres, more or less; **and** (2) Commencing at the northeast corner of said quarter quarter; thence west along the north line 208.7 feet; thence south parallel with the east line 212 feet; thence east parallel with the north line 208.7 feet; thence north 212 feet to the point of beginning, containing 1.01 acres, more or less.

Containing after said two exceptions 37.21 acres, more or less.

(formerly Hendrich Tract 8225-47)

TRACT C-XLVII

Parcel A

The Northwest Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West, containing 40 acres.

Parcel B

Also, the North Half of the Northeast Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West, containing 20 acres, more or less.

(formerly Hendrich Tract 8225-48)

TRACT C-XLVIII

The South Half of the Northeast Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West, containing 20 acres.

Also, 9½ acres off the north end of the Southeast Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West.

(formerly Hendrich Tract 8225-49)

TRACT C-L

The Northwest Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West, containing 40 acres more or less.

Also, part of the Southwest Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West, described as follows: Commencing at the northeast corner of the said quarter quarter; thence west along the north line 208.7 feet; thence south parallel with the east line 212 feet; thence east parallel with the north line 208.7 feet; thence north 212 feet to the point of beginning, containing 1.01 acres, more or less.

Also, the East Half of the Southeast Quarter of Section 7, Township 11 North, Range 7 West, **EXCEPT** the following described tract, to-wit: Commencing at the southwest corner of the Southeast Quarter of the Southeast Quarter; thence running east 51 feet to a point; thence running north parallel with the west line 850 feet to a point; thence running west 51 feet to a point; thence running south 850 feet to the place of beginning, containing after said exception, 79 acres, more or less.

(formerly Hendrich Tract 8225-51)

TRACT C-LIII

The Southeast Quarter of the Northeast Quarter of Section 7, Township 11 North, Range 7 West, containing 40 acres, more or less.

(formerly Hendrich Tract 8225-54)

TRACT C-LVI

The West Half of the Southeast Quarter of Section 5, Township 11 North, Range 7 West, containing 80 acres, more or less.

(formerly Hendrich Tract 8225-60)

TRACT C-LVII

All that part of the Southwest Quarter of the Southwest Quarter of Section 5, Township 11 North, Range 7 West of the Second Principal Meridian, situated and lying south of the Bloomington Road; **EXCEPT** a strip 36 rods wide of equal width off the west side thereof; also **EXCEPT** 1 acre out of the southeast corner thereof, conveyed to Perry Township for School purposes; and containing in all 20 acres, more or less.

(formerly Hendrich Tract 8225-61)

TRACT C-LVIII

Beginning at the southeast corner of the Southeast Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West, and running thence north with the east line thereof 1378 feet; thence west, parallel with the south line of said quarter quarter section 438.06 feet; thence south parallel with the east line of said tract 1378 feet to the south line of said quarter quarter section; thence east along said south line 434.06 feet to the place of beginning, containing 13.75 acres, more or less. **EXCEPT:** Commencing at the southeast corner of the Southeast Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West, and running thence north with the east line thereof 858 feet to the point of beginning; running thence north with the east line thereof 513 feet; thence west, parallel with the south line of said quarter quarter section 438.06 feet; thence south parallel with the east line of said tract 934 feet; thence northeast on a straight line 612 feet to the point of beginning, and containing 7.30 acres, more or less, and containing after said exception 6.45 acres, more or less.

Also, beginning at a point on the south line of the Southeast Quarter of the Northeast Quarter of said Section 6, at a point 434.06 feet west of the southeast corner of said quarter quarter section; thence running north 15 feet; thence west parallel with the south line of said quarter quarter section, to the public highway known as the "Bloomington Road", thence southeastward along said "Bloomington Road", to the south line of said quarter quarter section; thence east along the south line 436 feet to the place of beginning, containing .15 of an acre, more or less.

(formerly Hendrich Tract 8225-72)

TRACT C-LIX

Commencing at a point in the center of the Bloomington Road on the west line of the Southeast Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West, thence running north 1080 feet to a point on the west line of the Northeast Quarter of the Northeast Quarter of said Section 6; thence running east 830 feet to a point; thence running south 51 feet to a point; thence running east 61 feet to a point; thence running south 1363 feet to the north line of a 15 foot lane on the south side of said tract; thence running west 446 feet to the center of the Bloomington Road; thence running in a northwesterly direction along the center of said Bloomington Road 775 feet to a point in the center of said road in the Southwest Quarter of the Northwest Quarter of said Section 6; thence running due east 190 feet to a point on the west line of the Southeast Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West, containing 27.33 acres, more or less. **EXCEPT:** Commencing at a point in the center of the Bloomington Road on the west line of the Southeast Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West, thence running north 1080 feet to a point on the west line of the Northeast Quarter of the Northeast Quarter of said Section 6; thence running east 830 feet to a point; thence running south 51 feet to a point; thence running east 61 feet to a point; thence running south 883 feet; thence southwest on a line 215 feet to a point 282 feet north of a 15 foot lane on the south side of said tract; thence south 282 feet to the north line of a 15 foot land on the south side of said tract; thence running west 300 feet to the center of the Bloomington Road; thence running in a northwesterly direction along the center of said Bloomington Road 775 feet to a point in the center of said road in the Southwest Quarter of the Northwest Quarter of said Section 6; thence running due east 190 feet to a point on the west line of the Southeast Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West, containing 26.08 acres, more or less, and containing after said exception 1.25 acres, more or less.

(formerly Hendrich Tract 8225-73)

TRACT C-LXII  
TRACT C-LXXV

The east 577.50 feet of the following two described tracts in the Northeast Quarter of the Southeast Quarter of Section 6, Township 11 North, Range 7 West, containing 17.50 acres, more or less:

A strip 50 rods wide off the east side of the Northeast Quarter of the Southeast Quarter, **excepting** a strip in the northwest corner thereof, described as follows: Commencing 30 rods east and 2 rods south of the northwest corner of the Northeast Quarter of the Southeast Quarter of Section 6, Township 11 North, Range 7 West, thence south 31 rods to a stake, thence east 40 rods to the center of the Bloomington Road, thence along the center of said road 53 rods to the place of beginning, containing 4 acres, more or less, so excepted, and containing herein described 21 acres, more or less, in Section 6, Township 11 North, Range 7 West.

Also, part of the Northeast Quarter of the Southeast Quarter of Section 6, Township 11 North, Range 7 West, described as follows: Commencing 30 rods east and 2 rods south of the northwest corner of said tract; thence running south 31 rods; thence east 41 rods to the center of the Bloomington Road; thence northwesterly along the center of the said road 53 rods to the place of beginning, containing 4 acres, more or less.

(formerly Hendrich Tract 8225-69)  
(formerly Hendrich Tract 8225-76)

TRACT C-LXV

The North Half of the East Half of the Northeast Quarter of Section 5, Township 11 North, Range 7 West.

**Excepting** therefrom the following described real estate, to-wit:

A part of the East Half of the Northeast Quarter of Section 5, Township 11 North, Range 7 West, Perry Township, more particularly described as follows: Commencing at an iron pin found at the northeast corner of said Section 5; thence south along the east line of Section 5 a distance of 235.77 feet to a railroad spike at the true point of beginning; thence north 89 degrees 22 minutes 37 seconds west 720.04 feet to a 5/8-inch iron pin; thence south 1210.0 feet to a railroad spike in the root of a 10-inch twin sassafras tree in an existing fence line; thence south 89 degrees 22 minutes 37 seconds east 720.04 feet to a railroad spike on the east line of Section 5; thence north along the east line of Section 5 a distance of 1210.0 feet to the point of beginning, and containing 20.00 acres, more or less.

Containing after said exception 22.90 acres, more or less.

(formerly Hendrich Tract 8225-57)



TRACT C-LXVII

The South Half of the East Half of the Northeast Quarter of Section 5, Township 11 North, Range 7 West, **excepting** therefrom a strip of equal width 16 1/2 feet wide off the south end thereof.

Excepting therefrom the following described real estate, to-wit:

A part of the East Half of the Northeast Quarter of Section 5, Township 11 North, Range 7 West, Perry Township, Clay County, Indiana, more particularly described as follows: Commencing at an iron pin found at the northeast corner of said Section 5; thence south along the east line of Section 5 a distance of 1445.77 feet to a railroad spike at the true point of beginning; thence north 89 degrees 22 minutes 37 seconds west 720.04 feet to a railroad spike in the root of a 10-inch sassafras tree in an existing fence line; thence south 302.5 feet to a 5/8-inch iron pin; thence south 89 degrees 22 minutes 37 seconds east 720.04 feet to a boat spike on the east line of Section 5; thence north along the east line of Section 5 a distance of 302.5 feet to the true point of beginning, containing 5 acres.

Containing after said exceptions, 34.49 acres, more or less.

(formerly Hendrich Tract 8225-59)

TRACT C-LXVIII

All that part of 50 acres off the east side of the Southwest Quarter of Section 5, Township 11 North, Range 7 West lying and being south of the Bloomington Road, containing in all 10 acres, more or less.

(formerly Hendrich Tract 8225-62)

TRACT C-LXIX

Fifty acres off the east side of the Southwest Quarter of Section 5, Township 11 North, Range 7 West, **except** that part lying and being south of the Bloomington Road, containing herein 40 acres more or less.

(formerly Hendrich Tract 8225-63)

TRACT C-LXX

A part of the Southwest Quarter of the Southwest Quarter of Section 5, Township 11 North, Range 7 West, described as follows: Commencing at the southeast corner of said quarter quarter section, running thence north  $10 \frac{2}{3}$  rods; thence west 15 rods; thence south  $10 \frac{2}{3}$  rods; thence east 15 rods to the place of beginning, and containing 1.00 acre, more or less.

(formerly Hendrich Tract 8225-64)

TRACT C-LXXI

The Southwest Quarter of the Northeast Quarter, and a strip  $16 \frac{1}{2}$  feet wide off the south end of the East Half of the Northeast Quarter of Section 5, Township 11 North, Range 7 West, containing in all 43.67 acres, more or less.

(formerly Hendrich Tract 8225-65)

TRACT C-LXXIII

A part of the Northwest Quarter of Section 5, Township 11 North, Range 7 West, described as follows: Commencing in the center of said Section 5, thence west along the south line of said Northwest Quarter of said Section 5, 100 rods; thence north 6 degrees west 100 rods 22 links; thence east 100 rods, more or less, to the east line of said Northwest Quarter of said Section 5; thence south 100 rods 22 links to the place of beginning, containing 63 acres, more or less.

(formerly Hendrich Tract 8225-67)

TRACT C-LXXV  
(Reference TRACTS C-LXXII and C-LXXIV)

The Northwest Quarter of the Southwest Quarter, containing 40 acres, more or less.

Also, a strip 30 rods wide off the entire west side of the East Half of the Southwest Quarter, containing 30 acres, more or less.

Also, a three cornered strip in the northeast corner of the Southwest Quarter of the Southwest Quarter, being all that part of said quarter quarter section lying north of the Bowling Green (now called Bloomington) Road, containing 1 acre, more or less.

Part of the Southwest Quarter of the Southwest Quarter of Section 5, Township 11 North, Range 7 West, described as follows, to-wit: Commencing at the southwest corner of said quarter quarter section, thence running east 36 rods, thence north 80 rods, thence west 36 rods, thence south 80 rods to the place of beginning, containing 18 acres, more or less.

All of the above in Section 5, Township 11 North, Range 7 West.

Also, part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 11 North, Range 7 West, described as follows, to-wit: Commencing on the south line of said quarter quarter section 5 rods west of the southeast corner thereof, thence running west 30 rods, thence north 80 rods, thence east 30 rods, thence south 80 rods to the place of beginning, containing 15 acres, more or less.

Part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 11 North, Range 7 West and particularly described as follows, to-wit: Commencing at the southeast corner of said Southeast Quarter of the Southeast Quarter of said Section, Township, and Range, thence running west along the south line thereof 5 rods to the southeast corner of a tract of land in said quarter quarter section, township, and range set off to Nancy Riddle in the partition of the estate of Herrod Peyton Estate in Case No. 6677, George W. Peyton, etal vs. Benajmine (*sic.*) F. Peyton, etal, thence running north along and with the east line of said Riddle tract of land 80 rods to the north line of said quarter quarter, thence running east 5 rods to the east line thereof, thence running south along said east line 80 rods to the place of beginning, containing 2½ acres, more or less.

(formerly Hendrich Tract 8225-69)  
(Reference Tracts 8225-66 and 8225-68)

TRACT C-LXXIX

The Northwest Quarter of Section 5, Township 11 North, Range 7 West, **except** the following described tract: Commencing in the center of said Section 5, thence west along the south line of said Northwest Quarter of said Section 5, 100 rods, thence north 6 degrees west 100 rods 22 links, thence east 100 rods, more or less, to the east line of said Northwest Quarter of said Section 5, thence south 100 rods and 22 links to the place of beginning, containing 63 acres, more or less, in said exception; leaving in said quarter section 105 acres, more or less. **Also except:** Commencing 768 feet west of the northeast corner of said quarter section; thence west to the northwest corner of said quarter section; thence south 1,935 feet; thence northeasterly on a straight line 2,692 feet to the point of beginning, containing 42.40 acres, more or less, and containing after said exception 62.60 acres, more or less.

Also, the Northwest Quarter of the Northeast Quarter of Section 5, Township 11 North, Range 7 West, containing 42 acres, more or less.

(formerly Hendrich Tract 8225-70)

TRACT C-LXXXIII

Commencing at the southeast corner of the Southeast Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West; thence running north 49½ rods; thence west 80 rods; thence south 49½ rods; thence east 80 rods to the place of beginning, containing 24.75 acres, more or less.

The South Half of the Southwest Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West, containing 20 acres, more or less.

(formerly Hendrich Tract 8225-85)

TRACT C-LXXXVII

The East Half of the Southeast Quarter of Section 32, Township 12 North, Range 7 West. **Except:** Beginning at a point 815 feet north of the southeast corner of said half quarter section; thence north to the northeast corner of said half quarter section; thence west to the northwest corner of said half quarter section; thence south 1,825 feet; thence east to the point of beginning, and containing 55.30 acres, more or less, and containing after said exception 24.70 acres, more or less.

(formerly Hendrich Tract 8225-89)

TRACT C-LXXXVIII

The West Half of the Southeast Quarter of Section 32, Township 12 North, Range 7 West, containing 80 acres, more or less. **Except:** Beginning at a point 815 feet north of the southeast corner of said half quarter section; thence north to the northeast corner of said half quarter section; thence west to the northwest corner of said half quarter section; thence south 1,825 feet; thence east to the point of beginning, and containing 55.30 acres, more or less, and containing after said exception 24.70 acres, more or less.

(formerly Hendrich Tract 8225-90)

TRACT C-XCI

The East Half of the Southwest Quarter of Section 32, Township 12 North, Range 7 West. **Except:** Beginning at a point 793 feet north of the southeast corner of said half quarter section; thence north to the northeast corner of said half quarter section; thence west to the northwest corner of said half quarter section; thence south to the southwest corner of said quarter section; thence east 630 feet; thence northeast on a straight line to the point of beginning, and containing 75.94 acres, more or less, and containing after said exception 4.06 acres, more or less..

(formerly Hendrich Tract 8225-93)

TRACT C-CXVII

A part of the Southeast Quarter of the Northeast Quarter of Section 8, Township 11 North, Range 7 West, more particularly described as follows:

All of the real estate in said Southeast Quarter of the Northeast Quarter lying in a triangle northeast of the center of the road commonly referred to as "The Lower Bloomington Road", which said road crosses the northeast corner of said Southeast Quarter of the Northeast Quarter in a northwesterly to southeasterly direction, and containing 1.55 acres, more or less.

(formerly Hendrich Tract 8225-119)

TRACT C-CXVIII

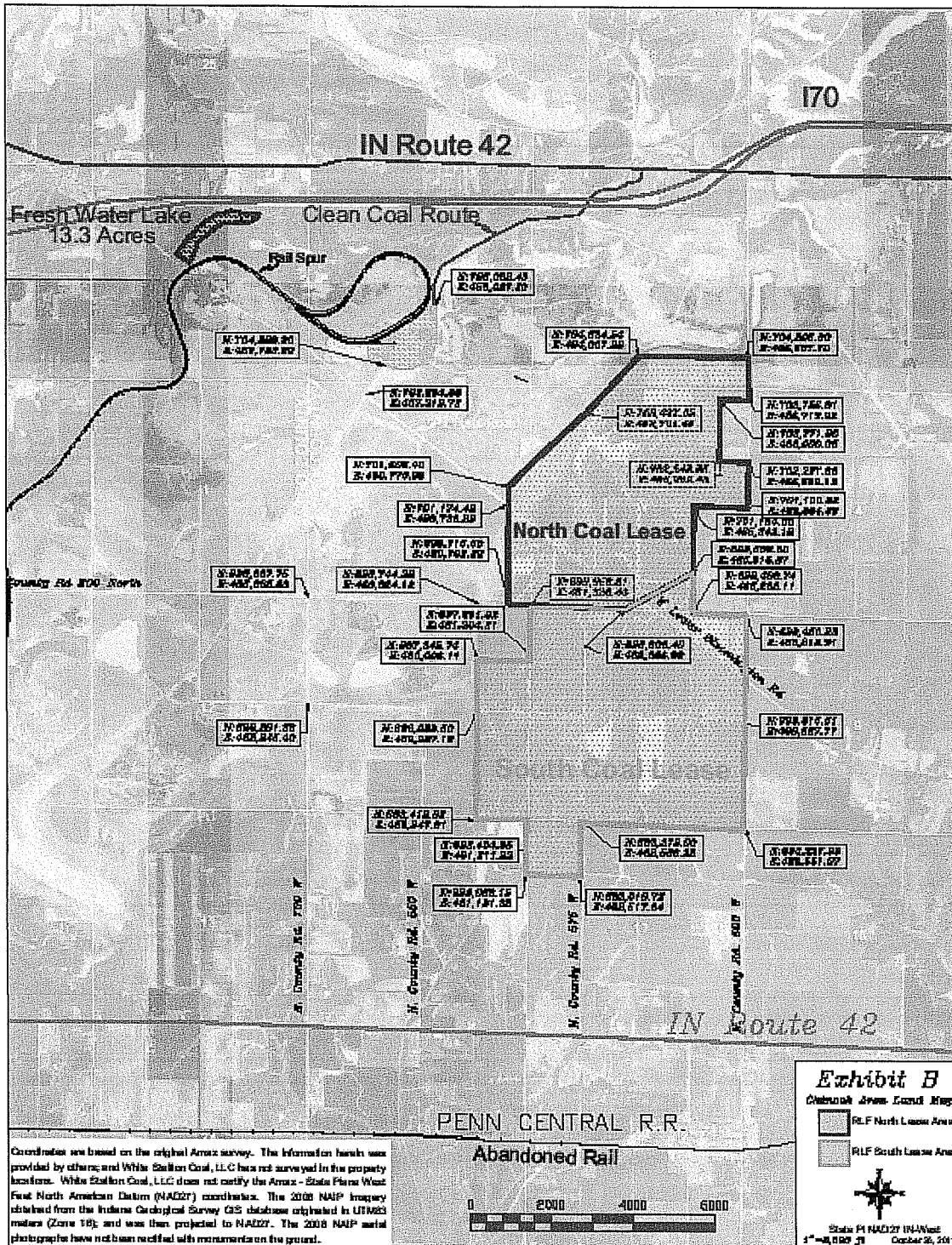
A part of the Southeast Quarter of the Northeast Quarter of Section 8, Township 11 North, Range 7 West, described as follows: Beginning at a point on the east line of said Quarter Quarter Section, said point being in the center of the intersection of the road commonly referred to as "The Lower Bloomington Road" and the county road running north and south along the east line of said Quarter Quarter Section; thence running northwesterly along the center of The Lower Bloomington Road a distance of 204 feet to a point; thence running south a distance of 282 feet to a point which is 167 feet west of the east line of said Quarter Quarter Section; thence running east to the east line of said Quarter Quarter Section; being also the center of said county road; thence running north along the east line of said Quarter Quarter Section, being also the center of said county road, to the place of beginning, and containing 0.78 of an acre, more or less.

(formerly Hendrich Tract 8225-120)

TRACT C-CXIX

A part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West, described as follows: Commencing at the northwest corner of the Southeast Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West, thence south 313.5 feet; thence east 694.7 feet; thence north 313.5 feet; thence west 694.7 feet to the place of beginning, containing 5 acres, more or less.

(formerly Hendrich Tract 8225-121)



**EXHIBIT C**  
Land Use Change Waiver

**LANDOWNER'S REQUEST for PERMANENT WATER LAND USE**

**LANDOWNER:**      **RLF CHINOOK PROPERTIES, LLC**  
Mine: \_\_\_\_\_

We request that up to 2 permanent water structures be constructed on our property during the mining and/or reclamation operation. We also request that the post-mining land use for the structures of up to 20 acres each be classified as water. We also realize that the actual construction of the impoundments are contingent upon the following:

- 1) Lessee's mining and reclamation plans
- 2) Economic feasibility
- 3) Potential adverse affect on mining and reclamation operations
- 4) Approval for construction from all appropriate regulatory authorities
- 5) Compliance with all local, state and federal regulations concerning water quality, quantity and structure construction.

We also agree to assume responsibility for the maintenance and operation of the structures located on our land following final bond release. We also acknowledge that a portion of such structures may be located on lands owned by others.

In order to facilitate having the permanent water land use on the property in Clay County, Indiana, we are now requesting that up to 40 acres of prime farm land be relocated onto other portions of the same permit or other WHITE STALLION COAL, LLC or affiliated company permits. We understand that this relocation should not affect the reclamation plan for other areas of our property but is only intended to allow for the permanent water structures.

Landowner's Signature:

**RLF CHINOOK PROPERTIES, LLC**

By: James W Geisz

Name: James W Geisz

Title: Auth. Rep.

Date: December 8, 2011



## EXHIBIT D

1. All prior conveyances and/or reservations of the coal and/or other minerals in and underlying the real estate, together with the right to mine and remove the same and all other rights appurtenant thereto. (Matters and instruments set forth herein as to coal, oil, gas, and other minerals are provided as a courtesy and do not constitute a representation or certification that such matters or instruments are all of the matters or instruments affecting title to the coal, oil, gas, or other minerals. As stated above, coal, oil, gas, and other minerals, along with surface rights for the development thereof, are excepted from coverage.)
2. Covenants, conditions, easements, leases, sewer service agreements, sewer construction agreements, restrictions with or without a homeowner's association, party wall agreements, riparian rights, if any appearing in the public records and any legal drains and any rights-of-way or rights of the public in and to any right-of-way or roadway adjacent to or crossing the subject property.
3. Proceedings of any Federal Court, including but not limited to bankruptcy proceedings, that are not transcribed to the county in which the insured premises are situated.
4. The rights of the public and the State of Indiana in and to any part of the insured premises lying within the bounds of a legal highway or right of way.
5. Any enforcement of any local, county, state, or federal environmental or other land use rules, regulations, or statutes.
6. Loss arising out of the enforcement of rights of Clay County, Indiana, to public roads located in, along and through the Insured Premises, including but not limited to the enforcement of the duties to construct roads as set out in:
  - A. A decree of the Board of County Commissioners of Vigo County, Indiana, entered pursuant to a Petition for Extension of Temporary Road Closure dated July 9, 1984, as to County Road 53 South (Vigo-Clay County Line Road) filed by Amax Coal Company, which decree is dated July 9, 1984, and appears in Commissioners' Record 76, page 83;
  - B. Petition for Extension of Temporary Road Closure dated July 9, 1984, as to County Line Road filed by Amax Coal Company, which decree is dated July 9, 1984, and appears in Commissioners' Record 76, page 83;
  - C. A decree of the Board of County Commissioners of Vigo County, Indiana, entered pursuant to a Petition for Extension of Temporary Road Closure dated July 28, 1986, as to County Road 53 South (Vigo-Clay County Line Road) filed by Amax Coal Company, which decree is dated July 28, 1986, and appears in Commissioners' Record 80, page 136;

- D. A decree of the Board of County Commissioners of Vigo County, Indiana, entered pursuant to a Petition for Extension of Temporary Road Closure dated December 2, 1988, as to County Line Road filed by Amax Coal Company, which decree is dated January 5, 1989, and appears in Commissioners' Record 84, page 78.
7. As to all tracts, loss arising out of the existence of county highways that may have been closed temporarily during mining, and any re-building requirements related thereto.
  8. As to all tracts, loss arising out of proceedings to vacate county highways.
  9. As to all tracts, loss arising out of the permanent extinguishment of all rights and easements of ingress and egress to, from, and across any portion of the Insured Premises to any other portion of the Insured Premises due to the construction, location, or use of I-70.
  10. As to all tracts, loss arising out of the imposition of any ways of necessity to any of the Insured Premises or real estate adjacent thereto.
  11. As to all tracts, loss arising out of a Coal Seam Gas Lease between Meadowlark, Inc. and Addington Exploration, LLC dated March 10, 1999, and recorded March 22, 1999, as Instrument #9900001428 in Official Record 3, pages 2682-2692 in the office of the Recorder of Clay County, Indiana, which was assigned by Addington Exploration, LLC to Nytis Exploration Company, LLC by an Assignment, Conveyance, and Bill of Sale dated May 6, 2005, effective February 1, 2005, and recorded July 6, 2005, as Instrument #200500003104 in Official Record 69, pages 241-247, in the office of the Recorder of Clay County, Indiana.  
(An Affidavit and Request for Cancellation of Oil and Gas Lease on behalf of Meadowlark, Inc., by LCC Indiana, LLC, was recorded on May 20, 2005, as Instrument #200500002271 in Official Record 67, pages 1576-1577 in the office of the Recorder of Clay County, Indiana. Thereafter, an Affidavit of Compliance and Request to Void Cancellation of Record of Oil and Gas Lease on behalf of Nytis Exploration Company, LLC, which is dated July 8, 2005, was recorded July 11, 2005, as Instrument #200500003194 in Official Record 69, pages 640-642 in the office of the Recorder of Clay County, Indiana, and an Affidavit of Compliance and Request to Void Cancellation of Record of Oil and Gas Lease on behalf of Nytis Exploration Company, LLC, which is dated July 8, 2005, was recorded July 11, 2005, as Instrument #200500003195 in Official Record 69, pages 643-645 in the office of the Recorder of Clay County, Indiana. Thereafter, a Notice of Defective Affidavit of Compliance on behalf of LCC Indiana, LLC, which is dated September 1, 2005, was recorded September 12, 2005, as Instrument #200500004230 in Official Record 70, pages 2671-2672 in the office of the Recorder of Clay County, Indiana, and a Notice of Defective Affidavit of Compliance on behalf of LLC Indiana, LLC, which is dated September 1, 2005, was recorded September 12, 2005, as Instrument #200500004231 in Official Record 70, pages 2673-2674 in the office of the Recorder of Clay County, Indiana.)

12. As to all tracts, loss arising out of a Coal Seam Gas Lease between Meadowlark, Inc. and Addington Exploration, LLC dated March 10, 1999, and recorded May 20, 2005, as Instrument 200500002272 in Official Record 67, pages 1578-1589 in the office of the Recorder of Clay County, Indiana
13. As to all tracts, loss arising out of any right of entry in favor of any governmental entity, including but not limited to the State of Indiana, for the performance of reclamation activities.
14. As to all tracts, loss arising out of the enforcement of the covenants appearing in a certain Special Corporate Warranty Deed from Meadowlark, Inc. *et al.*, to LLC Indiana, LLC dated September 30, 2004, and recorded June 23, 2005, as Instrument #200500002924 in Official Record 68, pages 2005-2106 in the office of the Recorder of Clay County, Indiana.
15. Obligations imposed by the royalty requirements to RAG Royalty Company set forth in a Special Corporate Warranty Deed from Meadowlark, Inc., Ayrshire Land Company, and Midwest Coal Company, f.k.a. Amax Coal Company to LCC Indiana, LLC dated September 30, 2004, and recorded June 23, 2005, as Instrument #200500002924 in Official Record 68, pages 2005-2106 in the office of the Recorder of Clay County, Indiana.
16. As to all Clay County tracts, loss arising out of the enforcement of rights of Texas Gas Transmission Corporation and its successors, including but not necessarily limited to Indiana Gas Company, Inc., as set forth in a Conveyance, Bill of Sale and Assignment between Texas Gas Transmission Corporation and Indiana Gas Company, Inc. dated November 5, 1992, and recorded October 18, 1993, in Miscellaneous Record 100, page 603 in the office of the Recorder of Clay County, Indiana, and as such rights may appear in all documents referred to therein.
17. As to all Clay County tracts, loss arising out of the enforcement of the terms of a Right-of-Way Agreement between Meadowlark Farms, Inc. and Texas Gas Transmission Corporation dated June 30, 1967, and recorded July 31, 1967, in Miscellaneous Record 53, page 230 and assigned by Texas Gas Transmission Corporation to Indiana Gas Company, Inc. by Conveyance, Bill of Sale and Assigned dated November 5, 1992, and recorded October 18, 1993, in Miscellaneous Record 100, page 603, both in the office of the Recorder of Clay County, Indiana.  
(Among other things, the location of the interest is referred to as being designated in the color red, which does not appear in the copies of documents examined and the instrument refers to a Letter Agreement between the parties, but the Letter Agreement is not attached so its terms are unknown.)
18. As to all Clay County tracts, loss arising out of the enforcement of the terms of a Right-of-Way Agreement between Meadowlark Farms, Inc. and Texas Gas Transmission Corporation dated September 1, 1967, and recorded October 8, 1968, in Miscellaneous

Record 54, page 486, and assigned by Texas Gas Transmission Corporation to Indiana Gas Company, Inc. by Conveyance, Bill of Sale and Assigned dated November 5, 1992, and recorded October 18, 1993, in Miscellaneous Record 100, page 603, both in the office of the Recorder of Clay County, Indiana.

(Among other things, the location of the interest is referred to as being designated in the color red, which does not appear in the           copies of documents examined and the instrument refers to a Letter Agreement between the parties, but the Letter Agreement is not attached so its terms are unknown.)

19. As to Tract C-LXXXVII, any loss arising from the exercise of rights under a Right-of-Way from Hamlet Brosius and Emma R. Brosius, his wife, to Sinclair Refining Company, dated April 9, 1944, and recorded July 12, 1944, in Deed Record 129, page 84, which Right-of-Way was assigned by Sinclair Refining Company to Sinclair Pipe Line Company by an Assignment dated December 14, 1950, and recorded January 15, 1951, in Deed Record 137, page 121, which right-of-way appears to have been assigned by ARCO Transportation Alaska, Inc. to ARCO Pipe Line Company by an Assignment of Right of Way Easements dated March 1, 1991, and recorded February 23, 1994, in Miscellaneous Record 101, page 50, which right-of-way was assigned further by ARCO Pipe Line Company to Four Corners Pipe Line Company by a Conveyance of Agreements dated January 1, 1995, and recorded February 13, 1995, in Miscellaneous Record 102, page 625, which right-of-way appears to have been released by a Release of Right of Way and Easement by ARCO Pipe Line Company dated April 4, 2000, and recorded June 30, 2000, in Official Record 13, page 330, all in the office of the Recorder of Clay County, Indiana. (This exception will be removed if the Insurer is provided proof of the interest in the right-of-way of ARCO Transportation Alaska, Inc.)
20. As to Tracts C-XLI and C-XLII, loss arising out of the failure to determine the owners of the mineral interests underlying the surface and to acquire the mineral interests from the owners thereof. (An undivided one-fourth interest in the minerals underlying Tract C-XLI was conveyed to Gus Lowry and Harry C. Lowry by a Mineral Deed recorded in Deed Record 145, page 291 and an undivided one-half interest in the minerals underlying Tract C-XLI was conveyed to Robert G. Lowry by a Mineral Deed recorded in Deed Record 145, page 292, Assignment of royalty interest to Charles S. Galbraith 1/64 interest dated June 10, 1958 and recorded June 13, 1958 in Deed Record 145, Page 298, and assignment of royalty interest to E. Gordon Christie 1/64 interest dated June 10, 1958 and recorded June 13, 1958 in Deed Record 145, page 299, both in the office of the Recorder of Clay County, Indiana. By a Deed of Conveyance dated September 18, 1997, and recorded September 25, 1997, in Deed Record 222, page 646, Ruby K. Waldron conveyed to Meadowlark, Inc. the surface only of Tract C-XLII.)
21. As to Tract C-XLII, loss arising out of a failure to correct the description that appears in a Deed of Conveyance from Ruby K. Waldron to Meadowlark, Inc. dated September 18, 1997, and recorded September 25, 1997, in Deed Record 222, page 646 in the office of the Recorder of Clay County, Indiana.

22. As to Tract C-LXXXVIII, any loss arising from the exercise of rights under a Right-of-Way from Henry N. Modesitt and Rosetta Modesitt, his wife, to Sinclair Refining Company, dated March 24, 1944, and recorded July 12, 1944, in Deed Record 129, page 85, and Right-of-Way from Noah L. Landers, a widower, to Sinclair Refining Company, dated July 11, 1944, and recorded July 17, 1944, in Deed Record 129, page 96, which Rights-of-Way were assigned by Sinclair Refining Company to Sinclair Pipe Line Company by an Assignment dated December 14, 1950, and recorded January 15, 1951, in Deed Record 137, page 121, which rights-of-way appear to have been assigned by ARCO Transportation Alaska, Inc. to ARCO Pipe Line Company by an Assignment of Right of Way Easements dated March 1, 1991, and recorded February 23, 1994, in Miscellaneous Record 101, page 50, which rights-of-way were assigned further by ARCO Pipe Line Company to Four Corners Pipe Line Company by a Conveyance of Agreements dated January 1, 1995, and recorded February 13, 1995, in Miscellaneous Record 102, page 625, which rights-of-way appear to have been released by Releases of Right of Way and Easement by ARCO Pipe Line Company dated April 4, 2000, and recorded June 30, 2000, in Official Record 13, page 330 and page 334, all in the office of the Recorder of Clay County, Indiana. (This exception will be removed if the Insurer is provided proof of the interest in the right-of-way of ARCO Transportation Alaska, Inc.)
23. Any loss arising from the failure of the deed from Ayrshire Collieries Corp. to Fairview Collieries Corp. of all of Ayrshire's interest in the Clay County real estate, which is dated and was recorded June 28, 1965, in Deed Record 151, page 13 to contain a specific description of the real estate conveyed.
24. Terms and conditions of Assignment and Assumption of Real Property Agreements (Clay County) between Lexington Coal Company, LLC., a Delaware Limited Liability Company, LCC Indiana, LLC, a Delaware Limited Liability Company and Wholly owned subsidiary of LCC and RLF Chinook Properties, LLC., a Colorado Limited Liability Company, dated August 30, 2006 and recorded September 1, 2006, in Official Record Book 81, Pages 318-325, in records of the Recorder's Office of Clay County, Indiana.
25. Mortgage from RLF Chinook Properties, LLC, a Colorado Limited Liability Company to Farm Credit Services of Mid-America, FLCA, securing the principal sum of \$1,600,000.00, dated July 15, 2009 and recorded July 21, 2009, at Official Record Book 107, Page 1479.
26. Loss arising from any gaps, gores or overlaps.
27. Loss arising from any ambiguity in the legal descriptions provided.

**COAL MINING LEASE**  
**Chinook Project South**

**COAL MINING LEASE**  
**(Chinook Project-South)**

THIS COAL MINING LEASE ("Lease"), dated this 8<sup>th</sup> day of December, 2011, is made between **RLF CHINOOK PROPERTIES, LLC**, whose address is 619 N. Cascade Avenue, Colorado Springs, CO 80903, (hereinafter referred to as "**Owner**") and **WHITE STALLION COAL, LLC**, a Delaware limited liability company (hereinafter referred to as "**Lessee**"). Owner grants Lessee the following exclusive rights with respect to the real property of the Owner (hereinafter called the "**Land**") including coal mineral deposits (collectively "**Coal**") located in, on or under the following described real estate, to-wit:

See Exhibit "A"

Refer to attached Exhibit "B" for coordinates of perimeter of Exhibit A descriptions.

in Clay County, State of Indiana, containing approximately 808 acres, more or less, together with all of the rights to conduct mining activities thereon which are described below:

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**WITNESSETH:**

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which the Owner hereby acknowledges, and the mutual promises herein contained, Owner does hereby lease, demise and grant to Lessee, its successors and assigns the Land, including the Coal, for a term of ten (10) years and so long thereafter as Lessee may conduct mining operations on the Land or on or within lands in the same Coal Field. The term "Coal Field" as used in this Lease, means the land leased under this Lease and leased under the leases of even date between Lessee and (i) GLG Leasing Corp, (ii) Charles K. Butts and Kimberly L. Butts, (iii) Kenneth M. Butts and Janet Jo Butts and (iv) RLF Chinook Properties, LLC (Chinook Project-North), plus an area within two (2) miles of any such leased premises. The terms of this Lease shall be as follows:

1. **GRANT OF RIGHTS TO LESSEE**

Lessee shall have the following exclusive rights:

- A. To develop the Coal by entering the Land from time to time, to drill, take core samples, and otherwise evaluate the Coal in accordance with standard mining practices, without liability except for payment for damages for the destruction of growing crops and damages resulting from persons, vehicles, equipment or machinery entering onto the Land in connection with exploratory drilling, both as set forth in Section 2; and,

- B. To mine, extract, remove, process, own, market, or otherwise use the economically recoverable Coal, including without limitation mining by strip, auger, or other mining methods, and the right in the mining operations to conduct surface mining operations up to one hundred (100) feet from any presently existing permanent structure (or less, if consented to in writing by Owner or if Lessee shall purchase such structure from Owner) and the right to use blasting techniques in connection therewith; and,
- C. To have free access to, in, from, across and under the Land and the Coal, at any time, with any persons, tools, machinery, and appliances, and also install, maintain, construct and use on the Land roadways, railroads, buildings, tipples, preparation and processing facilities, pumping stations, pipelines, powerlines, ditches, storage facilities, underground waters and any other facility or use necessary or convenient for exercising the rights with respect to the mining and processing of the Coal and with respect to the mining, processing, marketing and delivery of other Coal within the Coal Field regardless of whether or not the Coal is then being, has been, or is to be mined from the Land; and, provided, however, without limiting the rights set forth in this Section 1, although Owner acknowledges that Lessee has the right to construct or create haul roads, stockpiles, drainage facilities, including sediment basins, and other facilities mentioned above on the Land, in the event Lessee constructs such haul roads, stockpiles and/or facilities on the Land prior to or without mining any Coal from the Land, then following such creation or construction Lessee shall owe additional rent and rental to Owner for the portions of the Land on which such haul roads, stockpiles and/or facilities are constructed (in addition to other royalties specified herein). The rental shall be paid at the rate of One Hundred Dollars (\$100.00) per acre per year, adjusted as indicated below, and shall apply and be payable from the time of Lessee's construction and occupancy of the affected portion of the Land until (a) such haul roads, stockpiles and/or facilities have been reclaimed as required by law and Phase 1 bond release obtained, or (b) Lessee commences mining of Coal from the Land and payment of earned royalties in a cumulative amount exceeding the sum of the next annual payments of rent specified above and advance royalty specified below, whichever is earlier. Further, in the event that Lessee constructs or uses any haul roads, stockpiles and/or facilities on the Land after cessation of payment of earned royalties from the Land, Lessee shall commence or recommence, as applicable, payment of annual rental at the rate of One Hundred Dollars (\$100.00) per acre per year, adjusted as indicated below, for the portion of the Land containing such haul roads, stockpiles and/or facilities until the same have been reclaimed as required by law and Phase 1 bond release obtained with respect thereto. Without limiting the foregoing, if Lessee gives Owner a Mining Notice as to acre(s) of the Land specified in the Mining Notice (as defined in Section 2) on which it intends to commence mining, and if such acre(s) covered by such Mining Notice have not been mined and had a Phase 1 bond release obtained relative to such acre(s) within five (5) years of such Mining Notice, the Lessee will, unless and for so long as earned royalties are being paid



in connection with the area covered by such Mining Notice, pay rental at the rate of One Hundred Dollars (\$100.00) per acre per year, adjusted as indicated below, commencing immediately upon the end of such five (5) years until Phase 1 bond release is obtained relative to such acres. On the fifth anniversary date of this Lease and each anniversary date thereafter, the rental rate specified above shall be adjusted upward or downward from the initial rental rate in proportion to changes in the Consumer Price Index from the first anniversary date of this Lease; and,

- D. To permanently dispose of gob, slurry and coal refuse separated from the Coal (excluding coal combustion waste or by-product) on and under the Land; provided, however, any impoundment(s) for such disposal shall be permanently reclaimed by covering such material in compliance with applicable law and regulations, shall be constructed so that no dam is required; and,
- E. The right to drill from the surface for coal exploration purposes or to survey the Land, and the right to construct, maintain and remove such facilities and services including but not limited to those required to provide access, power, drainage control, communications, transportation, ventilation and/or escape shafts, supply drops, slurry injection and dewatering. Pipe lines may be along the surface during mining operations and removed following mining operations, but pipelines which existed prior to mining will be reburied at the same depth if disturbed in the mining process. Other permanent pipelines installed by Lessee will be buried five (5) feet below the surface and where ever practical boreholes and other facilities shall be located near fence and property lines; and,
- F. To mine the Coal without being required to leave or provide subjacent or lateral support for the overlying strata or surface of anything therein, thereon, or thereunder, including structures now or hereafter erected thereon, and in connection with or related to the mining of Coal, the right to mine, remove, dispose of or sell any shale, fireclay, or other mineral substance or material in strata adjacent to or overlying any Coal removed via surface mining; and,
- G. To remove all property and fixtures placed by Lessee on such Land at any time during the term of this Lease and within twelve (12) months thereafter, any such property or fixtures not so removed from the Land at the conclusion of such twelve (12) month period and after written notice from Lessor and thirty (30) day opportunity to remove same to become the property of Owner or, in the alternative, to be removed and disposed of by Owner, with Owner entitled to recover from Lessee all costs of removal, demolition or disposal net of sale, salvage or disposal proceeds received; and,
- H. To terminate this Lease as to all or any part of the Land or Coal without further obligation by giving written notice of termination to Owner; provided, however, that such termination shall not be effective as to any portion of the Land disturbed

in the mining process until such portion has been reclaimed so that Phase 1 bond release has been obtained with respect thereto, and Lessee shall permanently reclaim any part of the Land disturbed in the mining process as required by law so that final bond release is obtained with respect thereto, notwithstanding any termination of this Lease. Lessee shall pay to Owner all royalties and rentals due and owing to Owner to the date of termination. In the event of partial termination of a portion of the leased premises all future advance royalties shall be reduced proportionately on a per acre basis; and,

- I. To have the right to have the mining conducted by others who shall be afforded the same rights as the Lessee herein; provided Lessee shall not be relieved of any obligations under this Lease unless released in writing by Owner; and,
- J. To commingle coal mined from the Land with coal mined from other real estate.

To the extent applicable zoning codes or regulations apply to the premises subject to this Lease, Owner shall cooperate with Lessee and execute such petitions, consents, waivers or approvals related to zoning as Lessee may request in order to enable Lessee to exercise the full extent of its rights granted hereunder.

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## 2. RIGHTS OF OWNER

Owner shall be entitled to the possession of all the Land not necessary or convenient to Lessee's mining operations, including the right to farm the property and cultivate and cut the timber thereon, subject to regulatory and mine permit limitations. Lessee shall give Owner notice, not later than July 1 for any fall plant or double crop planting, or January 1 for any Spring plant planting, of Lessee's intention to use the Land for mining purposes within twelve (12) months after such notice, which notice shall remain in effect for future crop seasons unless rescinded by Lessee (each, a "Mining Notice"). Owner shall be paid for all damages to annual crops, i.e. corn, soybeans, milo, etc.; provided that Lessee shall not be responsible for damages to annual crops planted after the giving of such notice if physical mining activities on the Land are commenced within twelve (12) months after such notice is given. Lessee shall also not be responsible for damages to perennial crops, i.e. clover, alfalfa, etc., and shall not be obligated to compensate Owner for timber removed from and after the date that is one hundred eighty (180) days from the giving of notice of intent to occupy the Land for mining purposes if physical mining activities on the Land are commenced within twelve (12) months after such notice is given. Lessee also agrees that, in the event any vehicles, equipment or machinery are brought onto the Land in connection with exploratory drilling or other evaluations of the Land prior to the commencement of mining operations on the land to repair any ruts within the Land resulting from such activity.

Owner shall have the right to terminate this Lease by giving written notice to Lessee if Lessee shall not have commenced actively mining Coal within the Land and paying earned royalties to Owner as provided below within ten (10) years of the date of this Lease.

Lessee promises and agrees to indemnify Owner and to save Owner free, clear and harmless of, from and against any and all claims, liabilities and damages that may accrue in favor of any third party on account of any negligence causing damage or injury to person or property that may occur or result by reason of Lessee's use of or operations upon the Land, and this indemnification and save harmless clause shall apply and govern both during the lease term and thereafter for any and all claims, liabilities and damages in favor of any third party by reason of what Lessee negligently either did or failed to do in its use of or operations upon the Land under this Lease. Lessee shall at all times during the term of the Lease carry general liability insurance with limits of no less than \$5,000,000 with the Owner named as an additional insured thereon. Lessee shall provide certificates of insurance to Owners evidencing the required coverages.

Lessee promises and agrees to indemnify and save Owner harmless from and against laborers, materialmen's and mechanic's liens that may attach to the Land by reason of any of the operations of Lessee hereunder, and Lessee will not permit any such lien, if uncontested, to remain undischarged for more than sixty (60) days, provided however, that Lessee may in good faith contest any such lien at Lessee's expense.

### 3. DUTIES OF LESSEE

Lessee shall conduct its mining operations in a workmanlike manner and shall comply with all applicable laws and regulations. At the termination or cancellation of this Lease for whatever reason, Lessee shall continue to have the right to come upon the Land and do such work as may be required to satisfy the requirements of State and Federal Laws and Regulations and applicable mining permits. Lessee shall keep accurate records of its coal production and sale from the Land which shall be open to inspection by Owner during normal business hours.

For purposes of this Lease mining operations shall be deemed to have begun when mining permits have been granted for all or any part of the Land and Lessee starts physical mining operations in the Coal Field by the building of roads or ponds or the movement of overburden. Mining operations shall not be deemed to have ceased if mining is resumed on the Land or on lands within the same Coal Field within twelve (12) months of the date of suspension.

Upon Lessee's commencement of actual mining of coal beneath the Land, Lessee shall remove said coal, which in Lessee's sole discretion, Lessee deems to be profitable of being removed; however, Lessee agrees to and shall, subject to the other terms of this Lease, with reasonable diligence, mine from the Land all the merchantable commercially available and economically recoverable coal.

Lessee agrees to and shall conduct its mining operations upon the Land with diligent efforts toward compliance with all applicable County, State and Federal statutes, rules, orders and regulations. Further, Lessee shall, at its own cost, use diligent efforts to comply with all statutes and governmental rules, orders and regulations applicable to the mining of coal, reclamation of land, safety of employees and persons, and any other subject matter that may cover Lessee's coal operations upon Owner's Land.

Irrespective of any termination or cancellation of this Lease, Lessee or its assigns shall have the right to retain possession of all acres disturbed in the mining process for purposes of reclamation with the right to plant and harvest crops thereon until final reclamation bond release at no additional rent. During the reclamation process, but after phase one bond release, the Lessee shall give the Owner the right to plant and harvest crops on the land during the remainder of the reclamation process and until full bond release; provided the Lessee and Owner enter into an agreement pursuant to which the Owner agrees to farm the land in compliance with the directives of the Lessee which are necessary for compliance with the regulations of the Indiana Department of Natural Resources in connection with reclamation of the property. Such right shall be granted year to year by the Lessee to the Owner during the reclamation process, provided the Owner is capable of performing the farming operations, has adequate equipment to undertake the farming operations and agrees to perform the farming operations in a timely manner to maintain compliance with applicable regulations governing the reclamation process.

Owner shall permit pre-blast and pre-mining inspections.

#### 4. **OWNER'S COOPERATION**

Owner agrees to cooperate with Lessee and not withhold its consent in designating changes to the post mining land use of the Land and to execute any necessary consents or other instruments requested by Lessee for filing with the Indiana Department of Natural Resources where such change is reasonably required to prudently and economically reclaim the Land in accordance with applicable legal requirements; provided, however, the Lessee shall not, except to the extent affected by water impoundments as described below, seek a different post mining land use for any portion of the Land used prior to mining for row crops or as pasture land.

In addition, and without limiting the scope of the preceding paragraph, Owner shall execute upon Lessee's request:

A Land Use Change Waiver, in the form of the Landowner's Request for Permanent Water Land Use attached hereto as Exhibit "C", allowing Lessee, at Lessee's option, to construct, according to all applicable mining regulations, permanent water impoundments within the Land which, without permission otherwise granted by the Owner, which permission shall not be unreasonably withheld, shall be limited to no more than two permanent water impoundments on the Land, each not in excess of 20 acres, and shall be constructed so that no dam is required which would trigger regulation by the Mine Safety and Health Administration over such impoundment. Owner acknowledges that the water impoundments may extend onto properties of adjacent landowners. Owner acknowledges that the actual construction of impoundments is contingent upon the following:

- (1) Lessee's mining and reclamation plans.
- (2) Economic feasibility.
- (3) Potential adverse affect on mining and reclamation operations.
- (4) Approval for construction from all appropriate regulatory authorities.

- (5) Compliance with all local, state and federal regulations concerning water quality, quantity and structure construction.

Owner acknowledges that Lessee shall not be responsible for maintenance and operation of water impoundment structures following final bond release, and Owner agrees to assume responsibility for the maintenance and operation of the water impoundment structures located on the Land following final bond release.

Also, Owner agrees to provide reasonable assistance to Lessee in Lessee's efforts to obtain rights to close and cross county roads that adjoin or are adjacent to the Land, which assistance shall include the obligation to consent to road closing and comply with other reasonable requests of Lessee, provided that in each instance Lessee shall provide reasonable alternate access to Owner's property where access to said property has been affected by the closing of county road. Owner further agrees to execute all applications, consents, approvals or other instruments necessary or appropriate, as requested by Lessee, to cause the Land to be properly zoned or otherwise comply with local zoning laws for coal mining as contemplated or permitted by the applicable lease.

During the term of this Lease, Owner shall not construct or locate any additional structures on the Land.

## 5. **ROYALTY**

Lessee shall pay to Owner, in full payment for all of the benefits secured by Lessee under, or in connection with, this Lease the following royalties when and to the extent stated:

### A. **Advance Royalty**

An advance royalty in an amount equal to Ten Dollars (\$10.00) per acre of the Land will be paid for the first six (6) month term of this Lease. An advance royalty in an amount equal to Fifty Dollars (\$50.00) per acre of the Land will be paid on or before the end of the first six (6) month term of this Lease. An advance royalty in an amount equal to One Hundred Dollars (\$100.00) per year per acre (the "Advance Royalty Rate") will be paid on or before the anniversary date of this Lease during each year of the term of this Lease, subject to commencement of earned royalties as provided below, and further subject to reduction pursuant to the provisions of paragraph 1(H) above. Unless Lessee has commenced actively mining within the Land and paid earned royalties as provided below, on the fifth anniversary date of this Lease and on each anniversary date thereafter, the Advance Royalty Rate rate specified above shall be adjusted upward or downward from the initial Advance Royalty Rate stated above in proportion to changes in the Consumer Price Index from the first anniversary date of this Lease. All of the advance royalty payments shall be made on or before the anniversary date of this Lease, but except as provided below no advance royalty shall be due after the date on which earned royalties are paid hereunder in a cumulative amount exceeding the next annual payment of advance royalty. Notwithstanding the above, in the event earned royalties have

previously commenced hereunder and the advance royalty has ceased, and thereafter Lessee ceases to pay earned royalties hereunder, Lessee shall recommence payment of advance royalties on the Land then included in the Lease on the second anniversary date of the Lease following the cessation of earned royalty payments and shall continue to pay advance royalties until such time as earned royalties are resumed hereunder or this Lease is terminated. Such cessation in advance royalties resulting from the commencement of earned royalties, however, shall not reduce, diminish or terminate the rights of Lessee in and to all of the Land and Coal leased hereby. Nothing in the preceding sentence shall reduce or limit the rental payments required under Section 1C of this Lease.

B. Earned Royalty

An earned royalty in the amount of Two and 25/100 Dollars (\$2.25) per ton (2,000 lbs) or Eight percent (8%) of the F.O.B. Mine Price, whichever is greater, shall be paid on all Coal mined and sold from the Land, less royalty due to others under the terms of ~~agreements~~ including, but not limited to, royalty agreements, royalty deeds, or overriding royalty agreements on Coal mined and sold from the Land. As of the date of this agreement, and notwithstanding the findings of further due diligence and title examination per the terms of this agreement, Owner and Lessee mutually acknowledge the existence of the following Royalty Deed:

existing  
agreements  
binding on  
title to the  
Coal,

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Royalty Deed dated June 1, 1998 between Meadowlark Inc., an Indiana corporation and Cyrus Amax Royalty Company, a Delaware corporation, recorded June 12, 1998 as instrument number 98-3064 in Deed Record 224 Page 458 in the Office of the Recorder of Clay County, Indiana.

Lessee shall pay any royalty due under the Royalty Deed directly to the payee under such Royalty Deed and deduct the amounts so paid from the earned royalty otherwise payable to the Owner. Royalty on refuse coal or coal fines shall be on above percent of F.O.B. Mine Price only. In the event Lessee should mine and sell any shale, fireclay or other mineral substance or material in strata adjacent to or overlying any Coal removed via surface mining, Lessee shall pay an earned royalty in an amount based on the above percent of F.O.B. Mine Price only.

The minimum amount of earned royalty shall be paid on or before the 25<sup>th</sup> day of the month for all Coal mined and sold from the Land during the preceding calendar month. The percentage of F.O.B. Mine Price shall be computed monthly on average F.O.B. Mine Price for the total tonnage sold from the mine during that period to the extent that it exceeds the minimum earned royalty. All advance royalties paid pursuant to this Lease shall be recoupable and credited against earned royalties including any advance royalties paid pursuant to a portion of the premises which has been partially terminated and returned to Owner.

"F.O.B. Mine Price" shall mean, with respect to Coal or other minerals or materials, as applicable, the invoice sales price, as adjusted by quality allowances of Coal or other minerals or materials, as applicable, mined and sold from the Land, F.O.B. mine, exclusive of any and all

freight and/or transportation charges, state, federal, and local taxes, surtaxes or severance taxes, which may be imposed on a per ton basis or computed by reference to the sale of the Coal, or other minerals or materials, as applicable, including (by way of example only and not limited to) sales and use taxes, severance taxes, the Reclamation Fee imposed by the Surface Mining Control and Reclamation Act of 1977, and any amendments thereto, and the tax imposed by the Black Lung Amendments of 1978, and any amendments thereto.

Lessee shall keep true and correct bookkeeping records of all coal mined, removed and sold from the Real Estate. On or before the 25<sup>th</sup> day of each calendar month after the month in which Lessee commences actual mining operations on the Real Estate, Lessee shall furnish Lessor a true and correct statement showing the number of tons of coal mined and removed from the Real Estate and sold by the Lessee during the preceding calendar month. Unless the Owner shall give the Lessee written notice of a dispute or question with respect to such statements within one (1) year from the date same is delivered to the Owner, such statement shall be final and binding on the parties.

In the event Lessee commingles coal mined from the land with coal mined from other real estate, Lessee may determine the amount of coal mined from the Land by standard industry practice using the surveyed quantity or other similar method. Any determined coal tonnage shall be reduced by loss by reason of dilution, wash plant processing and production of coal. Lessee shall pay or cause to be paid all taxes levied on the Coal mined and sold from the Land.

## 6. DEFAULT

In the event of default of Lessee of any of its obligations hereunder and if such default continues for more than thirty (30) days in the event of undisputed royalty sums due hereunder, or ninety (90) days for any other matter, after written notice by Owner to Lessee specifying the nature of such default, Owner may exercise its remedies set forth below, provided that this Lease shall remain in full force and effect and shall not be in default if within thirty (30) days in the event of undisputed royalty sums due hereunder, or ninety (90) days for any other matter, after written notice of default has been received, Lessee has paid the undisputed royalty sums or commenced the necessary action to cure such other default and is proceeding to remedy such default with reasonable diligence. Moreover, if the alleged default is for failure to pay money due Owner, which monies are in dispute by Lessee, Owner may not exercise any remedies set forth below until thirty (30) days after a decision by arbitrators, as provided in paragraph 15, has been issued determining the sums, if any, due Owner and failure by Lessee to remit such sums within thirty (30) days of receipt of such decision. Otherwise, upon notice of default and failure to cure or undertake activities to cure within the applicable periods as set for the above, Owner may at Owner's option terminate this Lease and seek damages as provided by law. In any action for payment of royalty or other sums of money due Owner from Lessee pursuant to the terms hereof, if Owner prevails in such action Owner shall be entitled to recover its reasonable attorneys fees and costs of the action. Nothing herein shall be construed as requiring Lessee to mine or to be liable for not mining the Coal.

7. TITLE

Owner represents and warrants to Lessee that Owner has clear fee simple and merchantable title to the Land, and the unconditional right to grant to Lessee the rights specified above to the extent Owner owns the Coal, minerals or other material removed from the Land or Lessee otherwise acquires title to or rights therein, all of which ownership of Owner is free of all liens and encumbrances which would interfere with the purposes of this Lease, except as set forth in Exhibit D attached hereto. Owner makes no representation or warranty concerning Owner's title to the Coal, minerals or other material removed from the Land. Owner releases and waives all dower rights, and rights under all homestead exemption laws, respecting the Coal.

At Lessee's request, Owner shall provide to Lessee a title insurance commitment brought to a current date, showing merchantable title to the Land in Owner's name. Lessee may obtain such evidence and deduct the cost from advance royalty and/or earned royalty amounts which Lessee may owe to Owner. Lessee reserves the right to hold all payments due Owner until evidence of merchantable title to the Land has been confirmed by Lessee.

In the event the Coal is under mortgage, Owner shall secure the consent of the Mortgagee. If Owner fails or is unable to secure such consent, Lessee shall have the right to satisfy the requirements of the Mortgagee and deduct any payment required to be made to the Mortgagee from Lessee's obligation to Owner and the costs of securing such consents. Owner agrees to keep all mortgages, liens, taxes and assessments and all other obligations on the Coal free of default. Lessee shall have the right at any time to redeem for Owner by payment, any mortgage, taxes, or other liens on the Coal, in the event of default of payment by Owner, and be subrogated to the rights of the holder thereof. Any such payments made by the Lessee for Owner shall be deducted from sums which may become due Owners under this Lease.

If there shall appear any defect in the title to Owner or a lien or encumbrance on the Land not disclosed herein, Lessee may elect, in the name of Owner, to cure, discharge or redeem same, in which case Lessee may deduct the cost thereof from any amounts Lessee may owe to Owner. If the title to any part of the Land is not susceptible to quieting to the Lessee's satisfaction, then Lessee may elect to mine that part of the Land, which is acceptable to Lessee, in which case, this Lease shall remain in effect and the advance royalty shall be reduced proportionately. If Owner owns a lesser interest, in all or part of the Land, than a fee simple interest, the royalties shall be proportioned accordingly.

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Lessee shall indemnify, protect and save harmless the Lessor from and against laborer's and material men's and mechanic's liens that may attach to the Real Estate by reason of the Lessee's mining operations hereunder, and Lessee shall not permit any such lien, if uncontested, to remain undischarged for more than sixty (60) days provided, however, that Lessee may in good faith contest any such lien at Lessee's expense.



7. TITLE

Owner represents and warrants to Lessee that Owner has clear fee simple and merchantable title to the Land, and the unconditional right to grant to Lessee the rights specified above to the extent Owner owns the Coal, minerals or other material removed from the Land or Lessee otherwise acquires title to or rights therein, all of which ownership of Owner is free of all liens and encumbrances which would interfere with the purposes of this Lease, except as set forth in Exhibit D attached hereto. Owner makes no representation or warranty concerning Owner's title to the Coal, minerals or other material removed from the Land. Owner releases and waives all dower rights, and rights under all homestead exemption laws, respecting the Coal.

At Lessee's request, Owner shall provide to Lessee a title insurance commitment brought to a current date, showing merchantable title to the Land in Owner's name. Lessee may obtain such evidence and deduct the cost from advance royalty and/or earned royalty amounts which Lessee may owe to Owner. Lessee reserves the right to hold all payments due Owner until evidence of merchantable title to the Land has been confirmed by Lessee.

In the event the Coal is under mortgage, Owner shall secure the consent of the Mortgagee. If Owner fails or is unable to secure such consent, Lessee shall have the right to satisfy the requirements of the Mortgagee and deduct any payment required to be made to the Mortgagee from Lessee's obligation to Owner and the costs of securing such consents. Owner agrees to keep all mortgages, liens, taxes and assessments and all other obligations on the Coal free of default. Lessee shall have the right at any time to redeem for Owner by payment, any mortgage, taxes, or other liens on the Coal, in the event of default of payment by Owner, and be subrogated to the rights of the holder thereof. Any such payments made by the Lessee for Owner shall be deducted from sums which may become due Owners under this Lease.

If there shall appear any defect in the title to Owner or a lien or encumbrance on the Land not disclosed herein, Lessee may elect, in the name of Owner, to cure, discharge or redeem same, in which case Lessee may deduct the cost thereof from any amounts Lessee may owe to Owner. If the title to any part of the Land is not susceptible to quieting to the Lessee's satisfaction, then Lessee may elect to mine that part of the Land, which is acceptable to Lessee, in which case, this Lease shall remain in effect and the advance royalty shall be reduced proportionately. If Owner owns a lesser interest, in all or part of the Land, than a fee simple interest, the royalties shall be proportioned accordingly.

*OR COAL, S.E.C.*

Lessee shall indemnify, protect and save harmless the Lessor from and against laborer's and material men's and mechanic's liens that may attach to the Real Estate by reason of the Lessee's mining operations hereunder, and Lessee shall not permit any such lien, if uncontested, to remain undischarged for more than sixty (60) days provided, however, that Lessee may in good faith contest any such lien at Lessee's expense.

8. **NOTICES**

All royalty payments shall be made to Owner at such place and manner as he shall designate. Any notices, including notice of change of address, or payments, required hereunder, shall be deemed to have been given and delivered:

- A. When sent by Owner to Lessee in person or by depositing in the United States Mail, duly stamped and addressed to Lessee at the address of 250 Cross Pointe Boulevard, Evansville, Indiana 47715, Attn: Land Department.
- B. When sent by Lessee to Owner in person or by depositing in the United States Mail, duly stamped and addressed to Owner at the address shown above.

If any royalty payment is returned by Owner, Lessee is entitled to hold same, free of interest and without affecting the validity of this Lease, until Owner shall contact Lessee in writing with specific instructions. If ownership of Owner is transferred and/or divided and, if Lessee is unable to satisfy itself as to whom and in what amounts the royalty shall be paid, Lessee may withhold royalty payment under this Lease, until Lessee shall have reasonably satisfied itself that payment different from the Lease is authorized.

9. **FORCE MAJEURE**

Lessee shall not be deemed in default for failure to perform any of its obligations during periods which performance is prevented by any cause reasonably beyond Lessee's control (any such cause being herein called "force majeure") such as, for example and not by way of limitation, fires, cave-ins, floods, windstorms, other damage from the elements, strikes, riots, unavailability of transportation or necessary equipment, quality of coal, action of governmental authority, acts of God and acts of the public enemy. The Lessee agrees to give notice to the Owners of the occurrence and continuance of a force majeure event within 30 days of the commencement of such force majeure event and shall notify the Owner within 30 days of the cessation of such force majeure event. The term of this Lease shall be extended, unless sooner terminated by Lessee by release as hereinabove provided, for a period equal to the period for which performance is suspended due to force majeure. All periods of force majeure shall be deemed to begin at the time Lessee stops performance hereunder by reason of force majeure.

10. **ASSIGNMENT AND BINDING EFFECT**

This Lease shall be binding upon the parties herein, their heirs, successors, personal representatives and assigns. Any transfer, conveyance, sublet or assignment of this Lease shall contain a clause specifically stating that such transfer, conveyance, sublet or assignment is subject to all the terms, conditions, covenants and restrictions set forth in this coal mining lease.

11. **PARTITION**

In the event Owner is the owner of an interest in the Coal less than the entire fee interest

therein, Owner agrees that it will, upon written demand by Lessee and to the extent possible under Indiana law, commence appropriate action in a court of competent jurisdiction against the owners of the undivided interest in the Coal to compel partition of said Coal. Owner will cooperate with Lessee in such action as to selection of counsel and will be available at reasonable times for consultations, appearance for depositions, appearance in court and other as may be necessary or convenient for the furtherance of said action. Lessee agrees to pay the costs of said action, including attorney fees, court costs, abstracting and other expenses associated therewith.

## 12. DAMAGE TO STRUCTURES AND IMPROVEMENTS

Notwithstanding the terms of paragraph 1 (A) above, and unless the Lessee purchases the "Improvements" as described in Section 15, Lessee shall be liable for all damages to any structures or improvements located on the land clearly identifiable as caused by blasting or subsidence caused by Lessee's mining activity on the Land with Lessee liable for the cost of repairing any damage to structures and improvements but Lessee's liability for any such damage shall in no event exceed, and shall be limited to, the reduction in the fair market value of said structures and improvements clearly caused by Lessee's said mining activity. In the event Owner and Lessee cannot agree on the amount of any damage to structures and improvements for which Lessee is liable to Owner, each party shall choose an appraiser with the two appraisers to choose a third appraiser who shall jointly determine said damages. In the event either party fails to designate an appraiser after five (5) days from the date of a written demand, the party requesting the appointment of an appraiser may apply to the Clay Circuit Court for the appointment of the appraiser. The procedure for determining damages shall be exclusive of any other rights or remedies of Owner whether in contract, tort or otherwise. Under no circumstances shall Lessee be liable for any consequential or punitive damages. The provisions of this Section shall not apply in the event Lessee purchases the "Improvements" as described in Section 15.

## 13. GENERAL; INDEMNITY

This Lease states the entire Lease between the Parties, and replaces all oral and written representations, correspondence and Leases. There are no implied duties, warranties or covenants of any type given by or assumed by Lessee. No amendment or modification of this Lease shall be binding unless made by written instrument of equal formality. This Lease may be executed in counterparts.

Lessee agrees to and does here indemnify, defend and hold harmless Owner from any claim, demand or damages for bodily injury to or death of persons or damage to property of whatsoever kind, nature, or description which may be made or asserted by any person, firm or corporation, including, but without limitation, members of the public generally and Lessee's agents, servants, employees, licenses, and invitees arising out of or in connection with Lessee's use or occupancy and mining of coal beneath the Land. Lessee shall carry general liability insurance with limits exceeding Five Million Dollars (\$5,000,000) and not less than One Million Dollars (\$1,000,000) property damage coverage. The Lessee shall defend Owner if sued or threatened to be sued and pay any and all reasonable attorney fees and other expenses that Owner

may incur in protecting themselves from any claims or lawsuits arising directly or indirectly from the coal mining operations by the Lessee upon the Land.

14. **OWNER'S DEVELOPMENT OF OTHER RESOURCES**

Neither Owner (after the effective date of this Lease) nor any third party mineral lessee or other third party claiming rights through Owner pursuant to a grant entered into after the date of this Lease, shall develop or produce any sands, stones, water, oil, gas, hydrocarbons, ore or other minerals not leased to Lessee hereby without the written consent of Lessee first obtained, which may be withheld in Lessee's sole, reasonable discretion. In the event Lessee should grant such consent, any operations by Lessor, its successors, assigns or lessees shall be subordinate to, and shall not adversely affect in any way, Lessee's mining operations or rights to conduct mining operations. Upon receipt of notice from Lessee that the production of any other mineral or material conflicts with Lessee's operations or rights hereunder, any conflicting operations shall immediately cease, all applicable equipment shall be removed and Lessor shall plug all well casings below the applicable coal seams, at no expense to Lessee and in accordance with all applicable laws.

Owner will include a clause in any lease or other Lease for the development or production of any other mineral or material providing that the lessee or grantee of rights to the other mineral or material may not access that mineral or material in a manner that Lessee reasonably concludes may conflict with any mine plan of the Lessee applicable to mining operations permitted by this Lease, as such mine plans may be updated from time to time, or will otherwise in any material way adversely affect Lessee's operations hereunder or in the coal field.

15. **OPTION REGARDING PURCHASE OF IMPROVEMENTS**

Owner hereby grants to Lessee the exclusive option to purchase the buildings and related improvements located on the Land (herein the "Improvements"), which option may be exercised on any date on or prior to the termination of this Lease. The option shall expire on the date of termination of the Lease if unexercised as of such date. The option may be exercised by written notice to Owner pursuant to the terms of Section 8 hereof. If the option is exercised, the purchase and sale of the Improvements shall be on the terms and conditions set forth in subsections A through D below.

A. Purchase Price and Appraisal(s). The purchase price for the Improvements in the event of the option shall be equal to One Hundred Twenty percent (120%) of the appraised value thereof as of the date of exercise of the applicable option, determined in accordance with the appraisal procedures described in Subsection B, as established by a mutually acceptable MAI certified appraiser proposed by Lessee and reasonably acceptable to Owner.

B. Appraisals. In the event any appraisal is required under this Section 15, Lessee shall identify a proposed appraiser to Owner by written notice, and said appraiser shall be deemed acceptable as the sole appraiser unless Owner provides written notice of objection within twenty (20) days of identification of the proposed appraiser by Lessee. In the event Owner objects as provided above, then within thirty (30) days of the identification of the first appraiser

by Lessee Owner shall designate a second MAI certified appraiser, and the appraised value shall be the average of the two appraisals, one conducted by Lessee's proposed appraiser and the other by Owner's designated appraiser. Such appraisal(s) shall be completed within ninety (90) days of appointment of the applicable appraiser. If the parties mutually agree on one appraiser, the cost of such appraiser shall be borne by Lessee. If each of Lessee and Owner designate an appraiser, the cost of each such appraiser shall be borne by the party appointing such appraiser.

C. Closing of Initial Sale of Improvements. Closing for the purchase of the Improvements shall occur as promptly as possible following completion of the applicable appraisal(s). At the closing, Lessee shall deliver to Owner the purchase price for the Improvements, less applicable property taxes per the pro-ration set forth below, and Owner shall deliver to Lessee the following items:

- (i) a general warranty bill of sale for the Improvements in recordable form;
- (ii) a vendor's affidavit containing such statements as Lessee may require to confirm Owner's title to the Improvements, free of any liens, claims or encumbrances, and to confirm Owner is not a foreign person subject to back-up withholding;
- (iii) a sales disclosure form as required by applicable law;
- (iv) such mining and blasting waivers as Lessee may request applicable to Owner's period of post-closing possession as contemplated in Subsection 15 D. below; and
- (v) such other certificates, instruments, papers and documents as Lessee may reasonably require to consummate the transaction.

D. Possession. Following the closing for the purchase and sale of the Improvements, Owner shall be entitled to retain possession of the Improvements as applicable for sixty (60) days. Any such post-closing possession shall be free of rent but solely at the risk and expense of Owner, who shall be required to maintain any and all insurance applicable to the Improvements, as Lessee may reasonably require, as well as all insurance desired by Owner on the contents of the Improvements during such period. Lessee shall have no duty to make the Improvements habitable or provide any repairs or maintenance during such period, or provide utilities. Prior to vacating the Improvements, Owner shall remove all personal property thereof from the Land. Upon vacation of the Improvements, Owner shall terminate all utility service to the Improvements, and hereby appoint Lessee as their attorney-in-fact for such purpose. During the period of any post-closing possession, Owner or any tenant thereof shall execute any and all mining and blasting waivers requested by Lessee, including without limitation, waivers applicable to the conduct of surface coal mining operations within three hundred (300) feet of an occupied dwelling and limits related to ground vibration and air blast limits and monitoring requirements pertaining to blasting activity.

16. **DISPUTE RESOLUTION**

If a dispute arises between the Owner and the Lessee concerning such matters as the amount of earned royalty or advanced royalty due Owner herein, the amount of damages suffered by the Owner from Lessee's coal operations upon the Real Estate, the amount of coal tonnage mined or the correct price thereof, or any other right or duty of the parties under the provisions of this Lease, and the parties cannot amicably settle such dispute, then such dispute shall be settled between the parties by the following arbitration method.

Either party may give the other party written notice as to the disputed matter by registered mail, return receipt requested. Within ten (10) days after such written notice has been received, the Owner and the Lessee shall select a person to act as arbitrators. Within five (5) days after they are selected, the two arbitrators shall select a third person to act as arbitrator. Within twenty (20) days after the three arbitrators are selected, they shall, by unanimous vote or by a vote of the majority, make a decision settling the dispute and such decision shall be binding upon the Owner and the Lessee. The decision of the arbitrators shall be satisfied by the parties within thirty (30) days after written notice of such decision by the arbitrators has been given the parties by registered mail, return receipt requested. If either Owner or Lessee fails to timely select an arbitrator, then the other party may invoke the jurisdiction of the Clay Superior Court in order for the Judge thereof to select such person to serve as arbitrator. The persons selected as arbitrators shall be entitled to a reasonable fee for their services to be performed hereunder. The Owner and the Lessee shall each bear and pay one-half the costs of arbitration.

*{Signatures on Following Page}*

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

RLF CHINOOK PROPERTIES, LLC

By: James W Geisz

Name: James W Geisz

Title: Auth. Rep.

"Owner"

WHITE STALLION COAL, LLC

By: Steven E. Chancellor

Name: STEVEN E. CHANCELLOR

Title: PRESIDENT

"Lessee"

**EXHIBIT A**

CLAY COUNTY, INDIANA

Description of Dividing Line

Commencing at the Southwest corner of the following described tract: (Part of TRACT C-LXXV) Part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 11 North, Range 7 West, described as follows, to-wit: Commencing on the south line of said quarter quarter section 5 rods west of the southeast corner thereof, thence running west 30 rods, thence north 80 rods, thence east 30 rods, thence south 80 rods to the place of beginning, containing 15 acres, more or less (end of description of commencement point); thence east approximately 2,900 feet to a point on the south line of Section 5, Township 11 North, Range 7 West at the centerline of County Road 200 North; thence northeasterly on a straight line approximately 1,875 feet to a point on the east line of the Southwest Quarter of the Southeast Quarter of Section 5, Township 11 North, Range 7 West, described point being approximately 1,010 feet north of the southeast corner of said quarter quarter section.

End of Description of Dividing Line

All real estate as described below south of the Dividing Line:

**TRACT C-XXXVIII**

The Northeast Quarter of the Northeast Quarter of Section 8, Township 11 North, Range 7 West, containing 40 acres, more or less.

(formerly Hendrich Tract 8225-39)

**TRACT C-XXXIX**

The Northwest Quarter of the Northeast Quarter, **excepting** therefrom the graveyard thereon described as follows: Commencing 40 rods north and 12 rods east of the southwest corner of said quarter quarter section; running thence east 5 rods; thence north 5 rods; thence west 5 rods; thence south 5 rods to the place of beginning; **and** the East Half of the Northeast quarter of the Northwest Quarter, all in Section 8, Township 11 North, Range 7 West, containing 60 acres, more or less.

(formerly Hendrich Tract 8225-40)



TRACT C-XL

The Southeast Quarter of the Northeast Quarter of Section 8, Township 11 North, Range 7 West, **excepting** therefrom the following described real estate:

All the real estate in said Quarter Quarter Section lying in a triangle northeast of the center of the road commonly referred to as "The Lower Bloomington Road", which said road crosses the northeast corner of said Quarter Quarter section in a northwesterly to southeasterly direction, containing 1.55 acres.

Also, beginning at a point on the east line of said Quarter Quarter Section, said point being in the center of the intersection of said Lower Bloomington Road and the county road running north and south along the east line of said Quarter Quarter section; thence running northwesterly along the center of said Lower Bloomington Road a distance of 204 feet to a point; thence running south a distance of 282 feet to a point which is 167 feet west of the east line of said Quarter Quarter section; thence running east to the east line of said Quarter Quarter section, being also the center of said county road; thence running north along the east line of said Quarter Quarter section, being also the center of said county road, to the place of beginning, containing 0.78 acres, more or less.

Containing after said exceptions, 37.67 acres, more or less.

(formerly Hendrich Tract 8225-41)

TRACT C-XLI

All in Section 8, Township 11 North, Range 7 West:

The Northwest Quarter of the Northwest Quarter, containing 40 acres, more or less;

The South Half of the Northwest Quarter, containing 80 acres, more or less;

The Southwest Quarter of the Northeast Quarter, containing 40 acres, more or less;

The Northeast Quarter of the Southwest Quarter, containing 40 acres, more or less, **EXCEPT** (1) a conveyance to Gus Lowry and Harry C. Lowry by Mineral Deed of **an undivided 1/4 interest in the oil and gas** in and under said real estate, which deed was recorded in Clay County Deed Record 145 at page 291, and (2) a conveyance to Robert G. Lowry by Mineral Deed of an undivided 1/2 interest in the oil and gas in and under said real estate, which deed was recorded in Clay County Deed Record 145 at page 292.

(formerly Hendrich Tract 8225-42)

TRACT C-XLII

The **surface only** of the West Half of the Northeast Quarter of the Northwest Quarter of Section 8, Township 11 North, Range 7 West, containing 20 acres, more or less.

(formerly Hendrich Tract 8225-43)

TRACT C-XLIII

A part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West, described as follows: Commencing at a point 782 feet north and 245.5 feet east of the southwest corner of the Southeast Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West; thence due east parallel with the south line of said quarter-quarter section 192 feet; thence due north parallel with the west line of said quarter-quarter section 190 feet; thence due west parallel with the south line of said quarter-quarter section 192 feet, thence due south parallel with the west line of said quarter-quarter section 190 feet to the place of beginning, containing .84 of an acre, more or less.

(formerly Hendrich Tract 8225-44)

TRACT C-XLIV

A part of the Southwest Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West, described as follows: Commencing at a point 425 feet north of the southeast corner of the Southwest Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West; thence west parallel with the south line of said quarter quarter section 244 feet; thence north parallel with the east line of said quarter quarter section 317 feet; thence east parallel with the south line of said quarter quarter section 244 feet to the east line thereof; thence south along the east line 317 feet to the place of beginning, containing 1.78 acres, more or less.

(formerly Hendrich Tract 8225-45)

TRACT C-XLV

The Southeast Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West **excepting the two following described tracts**, to-wit:

Commencing at the northwest corner of the above described quarter quarter section; thence south 313.5 feet; thence east 694.7 feet; thence north 313.5 feet; thence west 694.7 feet to the place of beginning, containing in said exception 5 acres, more or less; **also excepting:** Commencing 782 feet north and 245.5 feet east of the southwest corner of the above described quarter quarter section; thence due east parallel with the south line of said quarter quarter section 192 feet; thence due north parallel with the west line of said quarter quarter section 190 feet; thence due west parallel with the south line of said quarter quarter section 192 feet; thence due south parallel with the west line of said quarter quarter section 190 feet to the place of beginning, containing .84 of an acre, more or less, in said exception.

Subject to a perpetual easement for ingress and egress to the last described tract over a roadway 20 feet in width, located and described as follows: Running in an east-west direction a distance of 245.5 feet from the roadway to the west line of the above real estate, the south line of which roadway is 55 feet, more or less, north to the southwest corner of last described exception. Containing after said exceptions 34.16 acres, more or less.

Also, the North Half of the Southwest Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West, containing 20 acres, more or less.

Also, a part of the Southeast Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West, more particularly described as follows, to-wit: Commencing 49.5 rods north of the southeast corner of said quarter quarter section; thence north 11.5 rods; thence west 80 rods; thence south 11.5 rods; thence east 80 rods to the place of beginning, containing 5.75 acres, more or less.

Containing in all 59.91 acres, more or less.

(formerly Hendrich Tract 8225-46)

TRACT C-XLVI

The Northwest Quarter of the Northwest Quarter of Section 17, Township 11 North, Range 7 West, containing 40 acres, more or less.

Also, the Southwest Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West **excepting the following two tracts:** (1) Commencing at a point 425 feet north of the southeast corner of the Southwest Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West; thence west parallel with the south line of said quarter quarter section 244 feet; thence north parallel with the east line of said quarter quarter section 317 feet; thence east parallel with the south line of said quarter quarter section 244 feet to the east line thereof; thence south along the east line 317 feet to the place of beginning, containing 1.78 acres, more or less; **and** (2) Commencing at the northeast corner of said quarter quarter; thence west along the north line 208.7 feet; thence south parallel with the east line 212 feet; thence east parallel with the north line 208.7 feet; thence north 212 feet to the point of beginning, containing 1.01 acres, more or less.

Containing after said two exceptions 37.21 acres, more or less.

(formerly Hendrich Tract 8225-47)

TRACT C-XLVII

Parcel A

The Northwest Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West, containing 40 acres.

Parcel B

Also, the North Half of the Northeast Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West, containing 20 acres, more or less.

(formerly Hendrich Tract 8225-48)

TRACT C-XLVIII

The South Half of the Northeast Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West, containing 20 acres.

Also, 9½ acres off the north end of the Southeast Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West.

(formerly Hendrich Tract 8225-49)

TRACT C-L

The Northwest Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West, containing 40 acres more or less.

Also, part of the Southwest Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West, described as follows: Commencing at the northeast corner of the said quarter quarter; thence west along the north line 208.7 feet; thence south parallel with the east line 212 feet; thence east parallel with the north line 208.7 feet; thence north 212 feet to the point of beginning, containing 1.01 acres, more or less.

Also, the East Half of the Southeast Quarter of Section 7, Township 11 North, Range 7 West, **EXCEPT** the following described tract, to-wit: Commencing at the southwest corner of the Southeast Quarter of the Southeast Quarter; thence running east 51 feet to a point; thence running north parallel with the west line 850 feet to a point; thence running west 51 feet to a point; thence running south 850 feet to the place of beginning, containing after said exception, 79 acres, more or less.

(formerly Hendrich Tract 8225-51)

TRACT C-LIII

The Southeast Quarter of the Northeast Quarter of Section 7, Township 11 North, Range 7 West, containing 40 acres, more or less.

(formerly Hendrich Tract 8225-54)

TRACT C-LVI

The West Half of the Southeast Quarter of Section 5, Township 11 North, Range 7 West, containing 80 acres, more or less.

(formerly Hendrich Tract 8225-60)

TRACT C-LVII

All that part of the Southwest Quarter of the Southwest Quarter of Section 5, Township 11 North, Range 7 West of the Second Principal Meridian, situated and lying south of the Bloomington Road; **EXCEPT** a strip 36 rods wide of equal width off the west side thereof; also **EXCEPT** 1 acre out of the southeast corner thereof, conveyed to Perry Township for School purposes; and containing in all 20 acres, more or less.

(formerly Hendrich Tract 8225-61)

TRACT C-LVIII

Beginning at the southeast corner of the Southeast Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West, and running thence north with the east line thereof 1378 feet; thence west, parallel with the south line of said quarter quarter section 438.06 feet; thence south parallel with the east line of said tract 1378 feet to the south line of said quarter quarter section; thence east along said south line 434.06 feet to the place of beginning, containing 13.75 acres, more or less. **EXCEPT:** Commencing at the southeast corner of the Southeast Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West, and running thence north with the east line thereof 858 feet to the point of beginning; running thence north with the east line thereof 513 feet; thence west, parallel with the south line of said quarter quarter section 438.06 feet; thence south parallel with the east line of said tract 934 feet; thence northeast on a straight line 612 feet to the point of beginning, and containing 7.30 acres, more or less, and containing after said exception 6.45 acres, more or less.

Also, beginning at a point on the south line of the Southeast Quarter of the Northeast Quarter of said Section 6, at a point 434.06 feet west of the southeast corner of said quarter quarter section; thence running north 15 feet; thence west parallel with the south line of said quarter quarter section, to the public highway known as the "Bloomington Road", thence southeastward along said "Bloomington Road", to the south line of said quarter quarter section; thence east along the south line 436 feet to the place of beginning, containing .15 of an acre, more or less.

(formerly Hendrich Tract 8225-72)

TRACT C-LIX

Commencing at a point in the center of the Bloomington Road on the west line of the Southeast Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West, thence running north 1080 feet to a point on the west line of the Northeast Quarter of the Northeast Quarter of said Section 6; thence running east 830 feet to a point; thence running south 51 feet to a point; thence running east 61 feet to a point; thence running south 1363 feet to the north line of a 15 foot lane on the south side of said tract; thence running west 446 feet to the center of the Bloomington Road; thence running in a northwesterly direction along the center of said Bloomington Road 775 feet to a point in the center of said road in the Southwest Quarter of the Northwest Quarter of said Section 6; thence running due east 190 feet to a point on the west line of the Southeast Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West, containing 27.33 acres, more or less. **EXCEPT:** Commencing at a point in the center of the Bloomington Road on the west line of the Southeast Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West, thence running north 1080 feet to a point on the west line of the Northeast Quarter of the Northeast Quarter of said Section 6; thence running east 830 feet to a point; thence running south 51 feet to a point; thence running east 61 feet to a point; thence running south 883 feet; thence southwest on a line 215 feet to a point 282 feet north of a 15 foot lane on the south side of said tract; thence south 282 feet to the north line of a 15 foot land on the south side of said tract; thence running west 300 feet to the center of the Bloomington Road; thence running in a northwesterly direction along the center of said Bloomington Road 775 feet to a point in the center of said road in the Southwest Quarter of the Northwest Quarter of said Section 6; thence running due east 190 feet to a point on the west line of the Southeast Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West, containing 26.08 acres, more or less, and containing after said exception 1.25 acres, more or less.

(formerly Hendrich Tract 8225-73)



TRACT C-LXII  
TRACT C-LXXV

The east 577.50 feet of the following two described tracts in the Northeast Quarter of the Southeast Quarter of Section 6, Township 11 North, Range 7 West, containing 17.50 acres, more or less:

A strip 50 rods wide off the east side of the Northeast Quarter of the Southeast Quarter, **excepting** a strip in the northwest corner thereof, described as follows: Commencing 30 rods east and 2 rods south of the northwest corner of the Northeast Quarter of the Southeast Quarter of Section 6, Township 11 North, Range 7 West, thence south 31 rods to a stake, thence east 40 rods to the center of the Bloomington Road, thence along the center of said road 53 rods to the place of beginning, containing 4 acres, more or less, so excepted, and containing herein described 21 acres, more or less, in Section 6, Township 11 North, Range 7 West.

Also, part of the Northeast Quarter of the Southeast Quarter of Section 6, Township 11 North, Range 7 West, described as follows: Commencing 30 rods east and 2 rods south of the northwest corner of said tract; thence running south 31 rods; thence east 41 rods to the center of the Bloomington Road; thence northwesterly along the center of the said road 53 rods to the place of beginning, containing 4 acres, more or less.

(formerly Hendrich Tract 8225-69)

(formerly Hendrich Tract 8225-76)

TRACT C-LXV

The North Half of the East Half of the Northeast Quarter of Section 5, Township 11 North, Range 7 West.

**Excepting** therefrom the following described real estate, to-wit:

A part of the East Half of the Northeast Quarter of Section 5, Township 11 North, Range 7 West, Perry Township, more particularly described as follows: Commencing at an iron pin found at the northeast corner of said Section 5; thence south along the east line of Section 5 a distance of 235.77 feet to a railroad spike at the true point of beginning; thence north 89 degrees 22 minutes 37 seconds west 720.04 feet to a 5/8-inch iron pin; thence south 1210.0 feet to a railroad spike in the root of a 10-inch twin sassafras tree in an existing fence line; thence south 89 degrees 22 minutes 37 seconds east 720.04 feet to a railroad spike on the east line of Section 5; thence north along the east line of Section 5 a distance of 1210.0 feet to the point of beginning, and containing 20.00 acres, more or less.

Containing after said exception 22.90 acres, more or less.

(formerly Hendrich Tract 8225-57)

TRACT C-LXVII

The South Half of the East Half of the Northeast Quarter of Section 5, Township 11 North, Range 7 West, **excepting** therefrom a strip of equal width 16 1/2 feet wide off the south end thereof.

Excepting therefrom the following described real estate, to-wit:

A part of the East Half of the Northeast Quarter of Section 5, Township 11 North, Range 7 West, Perry Township, Clay County, Indiana, more particularly described as follows: Commencing at an iron pin found at the northeast corner of said Section 5; thence south along the east line of Section 5 a distance of 1445.77 feet to a railroad spike at the true point of beginning; thence north 89 degrees 22 minutes 37 seconds west 720.04 feet to a railroad spike in the root of a 10-inch sassafras tree in an existing fence line; thence south 302.5 feet to a 5/8-inch iron pin; thence south 89 degrees 22 minutes 37 seconds east 720.04 feet to a boat spike on the east line of Section 5; thence north along the east line of Section 5 a distance of 302.5 feet to the true point of beginning, containing 5 acres.

Containing after said exceptions, 34.49 acres, more or less.

(formerly Hendrich Tract 8225-59)

TRACT C-LXVIII

All that part of 50 acres off the east side of the Southwest Quarter of Section 5, Township 11 North, Range 7 West lying and being south of the Bloomington Road, containing in all 10 acres, more or less.

(formerly Hendrich Tract 8225-62)

TRACT C-LXIX

Fifty acres off the east side of the Southwest Quarter of Section 5, Township 11 North, Range 7 West, **except** that part lying and being south of the Bloomington Road, containing herein 40 acres more or less.

(formerly Hendrich Tract 8225-63)

TRACT C-LXX

A part of the Southwest Quarter of the Southwest Quarter of Section 5, Township 11 North, Range 7 West, described as follows: Commencing at the southeast corner of said quarter quarter section, running thence north  $10 \frac{2}{3}$  rods; thence west 15 rods; thence south  $10 \frac{2}{3}$  rods; thence east 15 rods to the place of beginning, and containing 1.00 acre, more or less.

(formerly Hendrich Tract 8225-64)

TRACT C-LXXI

The Southwest Quarter of the Northeast Quarter, and a strip  $16 \frac{1}{2}$  feet wide off the south end of the East Half of the Northeast Quarter of Section 5, Township 11 North, Range 7 West, containing in all 43.67 acres, more or less.

(formerly Hendrich Tract 8225-65)

TRACT C-LXXIII

A part of the Northwest Quarter of Section 5, Township 11 North, Range 7 West, described as follows: Commencing in the center of said Section 5, thence west along the south line of said Northwest Quarter of said Section 5, 100 rods; thence north 6 degrees west 100 rods 22 links; thence east 100 rods, more or less, to the east line of said Northwest Quarter of said Section 5; thence south 100 rods 22 links to the place of beginning, containing 63 acres, more or less.

(formerly Hendrich Tract 8225-67)

TRACT C-LXXV  
(Reference TRACTS C-LXXII and C-LXXIV)

The Northwest Quarter of the Southwest Quarter, containing 40 acres, more or less.

Also, a strip 30 rods wide off the entire west side of the East Half of the Southwest Quarter, containing 30 acres, more or less.

Also, a three cornered strip in the northeast corner of the Southwest Quarter of the Southwest Quarter, being all that part of said quarter quarter section lying north of the Bowling Green (now called Bloomington) Road, containing 1 acre, more or less.

Part of the Southwest Quarter of the Southwest Quarter of Section 5, Township 11 North, Range 7 West, described as follows, to-wit: Commencing at the southwest corner of said quarter quarter section, thence running east 36 rods, thence north 80 rods, thence west 36 rods, thence south 80 rods to the place of beginning, containing 18 acres, more or less.

All of the above in Section 5, Township 11 North, Range 7 West.

Also, part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 11 North, Range 7 West, described as follows, to-wit: Commencing on the south line of said quarter quarter section 5 rods west of the southeast corner thereof, thence running west 30 rods, thence north 80 rods, thence east 30 rods, thence south 80 rods to the place of beginning, containing 15 acres, more or less.

Part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 11 North, Range 7 West and particularly described as follows, to-wit: Commencing at the southeast corner of said Southeast Quarter of the Southeast Quarter of said Section, Township, and Range, thence running west along the south line thereof 5 rods to the southeast corner of a tract of land in said quarter quarter section, township, and range set off to Nancy Riddle in the partition of the estate of Herrod Peyton Estate in Case No. 6677, George W. Peyton, etal vs. Benajmine (*sic.*) F. Peyton, etal, thence running north along and with the east line of said Riddle tract of land 80 rods to the north line of said quarter quarter, thence running east 5 rods to the east line thereof, thence running south along said east line 80 rods to the place of beginning, containing 2½ acres, more or less.

(formerly Hendrich Tract 8225-69)  
(Reference Tracts 8225-66 and 8225-68)

TRACT C-LXXIX

The Northwest Quarter of Section 5, Township 11 North, Range 7 West, **except** the following described tract: Commencing in the center of said Section 5, thence west along the south line of said Northwest Quarter of said Section 5, 100 rods, thence north 6 degrees west 100 rods 22 links, thence east 100 rods, more or less, to the east line of said Northwest Quarter of said Section 5, thence south 100 rods and 22 links to the place of beginning, containing 63 acres, more or less, in said exception; leaving in said quarter section 105 acres, more or less. **Also except:** Commencing 768 feet west of the northeast corner of said quarter section; thence west to the northwest corner of said quarter section; thence south 1,935 feet; thence northeasterly on a straight line 2,692 feet to the point of beginning, containing 42.40 acres, more or less, and containing after said exception 62.60 acres, more or less.

Also, the Northwest Quarter of the Northeast Quarter of Section 5, Township 11 North, Range 7 West, containing 42 acres, more or less.

(formerly Hendrich Tract 8225-70)

TRACT C-LXXXIII

Commencing at the southeast corner of the Southeast Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West; thence running north 49½ rods; thence west 80 rods; thence south 49½ rods; thence east 80 rods to the place of beginning, containing 24.75 acres, more or less.

The South Half of the Southwest Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West, containing 20 acres, more or less.

(formerly Hendrich Tract 8225-85)

TRACT C-LXXXVII

The East Half of the Southeast Quarter of Section 32, Township 12 North, Range 7 West. **Except:** Beginning at a point 815 feet north of the southeast corner of said half quarter section; thence north to the northeast corner of said half quarter section; thence west to the northwest corner of said half quarter section; thence south 1,825 feet; thence east to the point of beginning, and containing 55.30 acres, more or less, and containing after said exception 24.70 acres, more or less.

(formerly Hendrich Tract 8225-89)

TRACT C-LXXXVIII

The West Half of the Southeast Quarter of Section 32, Township 12 North, Range 7 West, containing 80 acres, more or less. **Except:** Beginning at a point 815 feet north of the southeast corner of said half quarter section; thence north to the northeast corner of said half quarter section; thence west to the northwest corner of said half quarter section; thence south 1,825 feet; thence east to the point of beginning, and containing 55.30 acres, more or less, and containing after said exception 24.70 acres, more or less.

(formerly Hendrich Tract 8225-90)

TRACT C-XCI

The East Half of the Southwest Quarter of Section 32, Township 12 North, Range 7 West. **Except:** Beginning at a point 793 feet north of the southeast corner of said half quarter section; thence north to the northeast corner of said half quarter section; thence west to the northwest corner of said half quarter section; thence south to the southwest corner of said quarter section; thence east 630 feet; thence northeast on a straight line to the point of beginning, and containing 75.94 acres, more or less, and containing after said exception 4.06 acres, more or less..

(formerly Hendrich Tract 8225-93)

TRACT C-CXVII

A part of the Southeast Quarter of the Northeast Quarter of Section 8, Township 11 North, Range 7 West, more particularly described as follows:

All of the real estate in said Southeast Quarter of the Northeast Quarter lying in a triangle northeast of the center of the road commonly referred to as "The Lower Bloomington Road", which said road crosses the northeast corner of said Southeast Quarter of the Northeast Quarter in a northwesterly to southeasterly direction, and containing 1.55 acres, more or less.

(formerly Hendrich Tract 8225-119)

TRACT C-CXVIII

A part of the Southeast Quarter of the Northeast Quarter of Section 8, Township 11 North, Range 7 West, described as follows: Beginning at a point on the east line of said Quarter Quarter Section, said point being in the center of the intersection of the road commonly referred to as "The Lower Bloomington Road" and the county road running north and south along the east line of said Quarter Quarter Section; thence running northwesterly along the center of The Lower Bloomington Road a distance of 204 feet to a point; thence running south a distance of 282 feet to a point which is 167 feet west of the east line of said Quarter Quarter Section; thence running east to the east line of said Quarter Quarter Section; being also the center of said county road; thence running north along the east line of said Quarter Quarter Section, being also the center of said county road, to the place of beginning, and containing 0.78 of an acre, more or less.

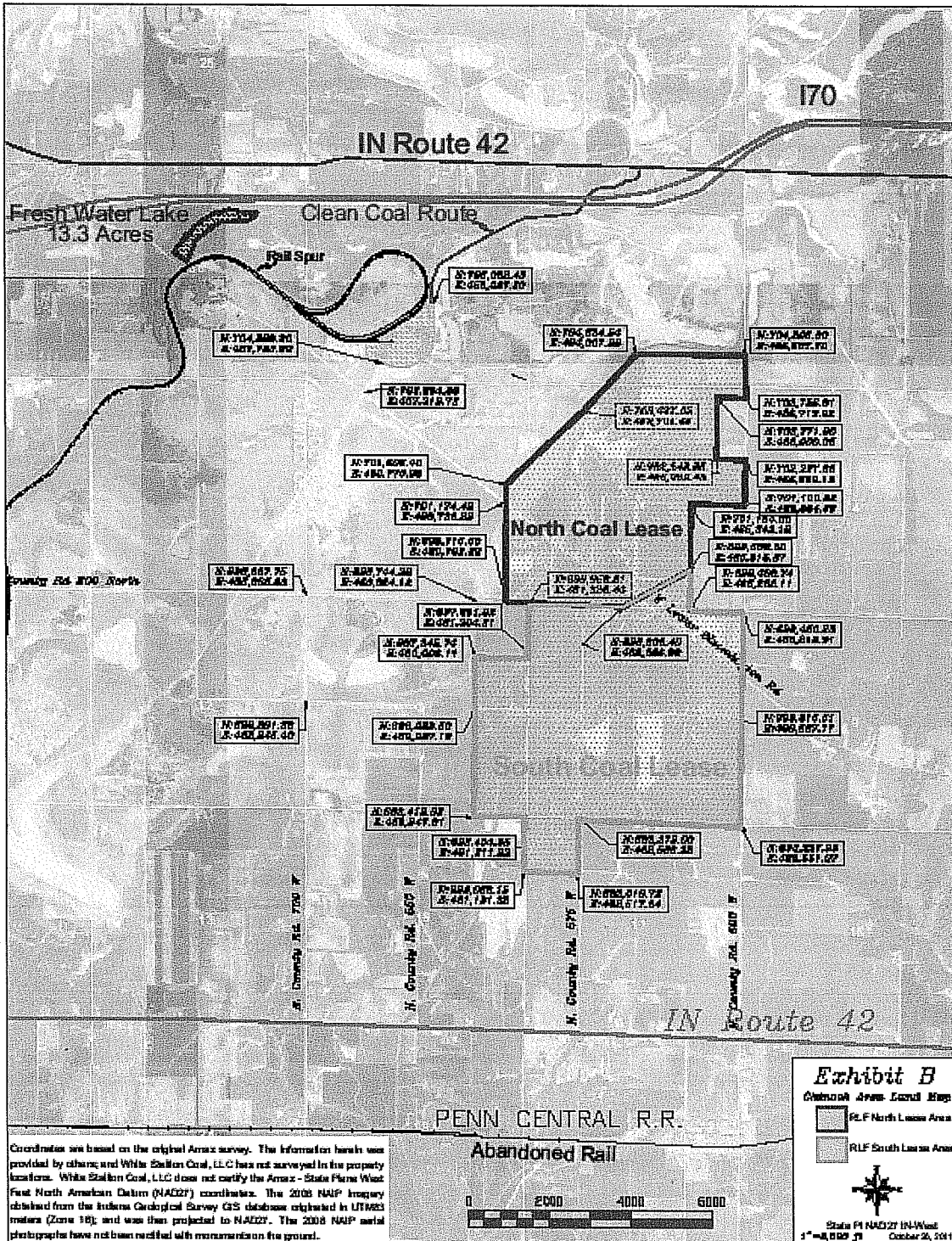
(formerly Hendrich Tract 8225-120)

TRACT C-CXIX

A part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West, described as follows: Commencing at the northwest corner of the Southeast Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West, thence south 313.5 feet; thence east 694.7 feet; thence north 313.5 feet; thence west 694.7 feet to the place of beginning, containing 5 acres, more or less.

(formerly Hendrich Tract 8225-121)





Coordinates are based on the original Armax survey. The information herein was provided by others and White Station Coal, LLC has not surveyed in the property locations. White Station Coal, LLC does not certify the Armax - State Plane West Foot North American Datum (NAD27) coordinates. The 2008 NAIP imagery obtained from the Indiana Geological Survey GIS database originated in UTM83 meters (Zone 18), and was then projected to NAD27. The 2008 NAIP aerial photographs have not been rectified with monuments on the ground.

**Exhibit B**  
 Outline Area Lease Map

- RLF North Lease Area
- RLF South Lease Area

  
 Scale: 1" = 4,000' (NAD27)  
 October 26, 2011

**EXHIBIT C**  
Land Use Change Waiver

**LANDOWNER'S REQUEST for PERMANENT WATER LAND USE**

**LANDOWNER:**      **RLF CHINOOK PROPERTIES, LLC**

Mine: \_\_\_\_\_

We request that up to 2 permanent water structures be constructed on our property during the mining and/or reclamation operation. We also request that the post-mining land use for the structures of up to 20 acres each be classified as water. We also realize that the actual construction of the impoundments are contingent upon the following:

- 1) Lessee's mining and reclamation plans
- 2) Economic feasibility
- 3) Potential adverse affect on mining and reclamation operations
- 4) Approval for construction from all appropriate regulatory authorities
- 5) Compliance with all local, state and federal regulations concerning water quality, quantity and structure construction.

We also agree to assume responsibility for the maintenance and operation of the structures located on our land following final bond release. We also acknowledge that a portion of such structures may be located on lands owned by others.

In order to facilitate having the permanent water land use on the property in Clay County, Indiana, we are now requesting that up to 40 acres of prime farm land be relocated onto other portions of the same permit or other WHITE STALLION COAL, LLC or affiliated company permits. We understand that this relocation should not affect the reclamation plan for other areas of our property but is only intended to allow for the permanent water structures.

Landowner's Signature:

**RLF CHINOOK PROPERTIES, LLC**

By: James W Geisz

Name: James W Geisz

Title: Auth. Rep.

Date: December 8, 2011

## EXHIBIT D

1. All prior conveyances and/or reservations of the coal and/or other minerals in and underlying the real estate, together with the right to mine and remove the same and all other rights appurtenant thereto. (Matters and instruments set forth herein as to coal, oil, gas, and other minerals are provided as a courtesy and do not constitute a representation or certification that such matters or instruments are all of the matters or instruments affecting title to the coal, oil, gas, or other minerals. As stated above, coal, oil, gas, and other minerals, along with surface rights for the development thereof, are excepted from coverage.)
2. Covenants, conditions, easements, leases, sewer service agreements, sewer construction agreements, restrictions with or without a homeowner's association, party wall agreements, riparian rights, if any appearing in the public records and any legal drains and any rights-of-way or rights of the public in and to any right-of-way or roadway adjacent to or crossing the subject property.
3. Proceedings of any Federal Court, including but not limited to bankruptcy proceedings, that are not transcribed to the county in which the insured premises are situated.
4. The rights of the public and the State of Indiana in and to any part of the insured premises lying within the bounds of a legal highway or right of way.
5. Any enforcement of any local, county, state, or federal environmental or other land use rules, regulations, or statutes.
6. Loss arising out of the enforcement of rights of Clay County, Indiana, to public roads located in, along and through the Insured Premises, including but not limited to the enforcement of the duties to construct roads as set out in:
  - A. A decree of the Board of County Commissioners of Vigo County, Indiana, entered pursuant to a Petition for Extension of Temporary Road Closure dated July 9, 1984, as to County Road 53 South (Vigo-Clay County Line Road) filed by Amax Coal Company, which decree is dated July 9, 1984, and appears in Commissioners' Record 76, page 83;
  - B. Petition for Extension of Temporary Road Closure dated July 9, 1984, as to County Line Road filed by Amax Coal Company, which decree is dated July 9, 1984, and appears in Commissioners' Record 76, page 83;
  - C. A decree of the Board of County Commissioners of Vigo County, Indiana, entered pursuant to a Petition for Extension of Temporary Road Closure dated July 28, 1986, as to County Road 53 South (Vigo-Clay County Line Road) filed by Amax Coal Company, which decree is dated July 28, 1986, and appears in Commissioners' Record 80, page 136;

- D. A decree of the Board of County Commissioners of Vigo County, Indiana, entered pursuant to a Petition for Extension of Temporary Road Closure dated December 2, 1988, as to County Line Road filed by Amax Coal Company, which decree is dated January 5, 1989, and appears in Commissioners' Record 84, page 78.
7. As to all tracts, loss arising out of the existence of county highways that may have been closed temporarily during mining, and any re-building requirements related thereto.
  8. As to all tracts, loss arising out of proceedings to vacate county highways.
  9. As to all tracts, loss arising out of the permanent extinguishment of all rights and easements of ingress and egress to, from, and across any portion of the Insured Premises to any other portion of the Insured Premises due to the construction, location, or use of I-70.
  10. As to all tracts, loss arising out of the imposition of any ways of necessity to any of the Insured Premises or real estate adjacent thereto.
  11. As to all tracts, loss arising out of a Coal Seam Gas Lease between Meadowlark, Inc. and Addington Exploration, LLC dated March 10, 1999, and recorded March 22, 1999, as Instrument #9900001428 in Official Record 3, pages 2682-2692 in the office of the Recorder of Clay County, Indiana, which was assigned by Addington Exploration, LLC to Nytis Exploration Company, LLC by an Assignment, Conveyance, and Bill of Sale dated May 6, 2005, effective February 1, 2005, and recorded July 6, 2005, as Instrument #200500003104 in Official Record 69, pages 241-247, in the office of the Recorder of Clay County, Indiana.  
(An Affidavit and Request for Cancellation of Oil and Gas Lease on behalf of Meadowlark, Inc., by LCC Indiana, LLC, was recorded on May 20, 2005, as Instrument #200500002271 in Official Record 67, pages 1576-1577 in the office of the Recorder of Clay County, Indiana. Thereafter, an Affidavit of Compliance and Request to Void Cancellation of Record of Oil and Gas Lease on behalf of Nytis Exploration Company, LLC, which is dated July 8, 2005, was recorded July 11, 2005, as Instrument #200500003194 in Official Record 69, pages 640-642 in the office of the Recorder of Clay County, Indiana, and an Affidavit of Compliance and Request to Void Cancellation of Record of Oil and Gas Lease on behalf of Nytis Exploration Company, LLC, which is dated July 8, 2005, was recorded July 11, 2005, as Instrument #200500003195 in Official Record 69, pages 643-645 in the office of the Recorder of Clay County, Indiana. Thereafter, a Notice of Defective Affidavit of Compliance on behalf of LCC Indiana, LLC, which is dated September 1, 2005, was recorded September 12, 2005, as Instrument #200500004230 in Official Record 70, pages 2671-2672 in the office of the Recorder of Clay County, Indiana, and a Notice of Defective Affidavit of Compliance on behalf of LLC Indiana, LLC, which is dated September 1, 2005, was recorded September 12, 2005, as Instrument #200500004231 in Official Record 70, pages 2673-2674 in the office of the Recorder of Clay County, Indiana.)

12. As to all tracts, loss arising out of a Coal Seam Gas Lease between Meadowlark, Inc. and Addington Exploration, LLC dated March 10, 1999, and recorded May 20, 2005, as Instrument 200500002272 in Official Record 67, pages 1578-1589 in the office of the Recorder of Clay County, Indiana
13. As to all tracts, loss arising out of any right of entry in favor of any governmental entity, including but not limited to the State of Indiana, for the performance of reclamation activities.
14. As to all tracts, loss arising out of the enforcement of the covenants appearing in a certain Special Corporate Warranty Deed from Meadowlark, Inc. *et al.*, to LLC Indiana, LLC dated September 30, 2004, and recorded June 23, 2005, as Instrument #200500002924 in Official Record 68, pages 2005-2106 in the office of the Recorder of Clay County, Indiana.
15. Obligations imposed by the royalty requirements to RAG Royalty Company set forth in a Special Corporate Warranty Deed from Meadowlark, Inc., Ayrshire Land Company, and Midwest Coal Company, f.k.a. Amax Coal Company to LCC Indiana, LLC dated September 30, 2004, and recorded June 23, 2005, as Instrument #200500002924 in Official Record 68, pages 2005-2106 in the office of the Recorder of Clay County, Indiana.
16. As to all Clay County tracts, loss arising out of the enforcement of rights of Texas Gas Transmission Corporation and its successors, including but not necessarily limited to Indiana Gas Company, Inc., as set forth in a Conveyance, Bill of Sale and Assignment between Texas Gas Transmission Corporation and Indiana Gas Company, Inc. dated November 5, 1992, and recorded October 18, 1993, in Miscellaneous Record 100, page 603 in the office of the Recorder of Clay County, Indiana, and as such rights may appear in all documents referred to therein.
17. As to all Clay County tracts, loss arising out of the enforcement of the terms of a Right-of-Way Agreement between Meadowlark Farms, Inc. and Texas Gas Transmission Corporation dated June 30, 1967, and recorded July 31, 1967, in Miscellaneous Record 53, page 230 and assigned by Texas Gas Transmission Corporation to Indiana Gas Company, Inc. by Conveyance, Bill of Sale and Assigned dated November 5, 1992, and recorded October 18, 1993, in Miscellaneous Record 100, page 603, both in the office of the Recorder of Clay County, Indiana.  
(Among other things, the location of the interest is referred to as being designated in the color red, which does not appear in the copies of documents examined and the instrument refers to a Letter Agreement between the parties, but the Letter Agreement is not attached so its terms are unknown.)
18. As to all Clay County tracts, loss arising out of the enforcement of the terms of a Right-of-Way Agreement between Meadowlark Farms, Inc. and Texas Gas Transmission Corporation dated September 1, 1967, and recorded October 8, 1968, in Miscellaneous

Record 54, page 486, and assigned by Texas Gas Transmission Corporation to Indiana Gas Company, Inc. by Conveyance, Bill of Sale and Assigned dated November 5, 1992, and recorded October 18, 1993, in Miscellaneous Record 100, page 603, both in the office of the Recorder of Clay County, Indiana.

(Among other things, the location of the interest is referred to as being designated in the color red, which does not appear in the copies of documents examined and the instrument refers to a Letter Agreement between the parties, but the Letter Agreement is not attached so its terms are unknown.)

19. As to Tract C-LXXXVII, any loss arising from the exercise of rights under a Right-of-Way from Hamlet Brosius and Emma R. Brosius, his wife, to Sinclair Refining Company, dated April 9, 1944, and recorded July 12, 1944, in Deed Record 129, page 84, which Right-of-Way was assigned by Sinclair Refining Company to Sinclair Pipe Line Company by an Assignment dated December 14, 1950, and recorded January 15, 1951, in Deed Record 137, page 121, which right-of-way appears to have been assigned by ARCO Transportation Alaska, Inc. to ARCO Pipe Line Company by an Assignment of Right of Way Easements dated March 1, 1991, and recorded February 23, 1994, in Miscellaneous Record 101, page 50, which right-of-way was assigned further by ARCO Pipe Line Company to Four Corners Pipe Line Company by a Conveyance of Agreements dated January 1, 1995, and recorded February 13, 1995, in Miscellaneous Record 102, page 625, which right-of-way appears to have been released by a Release of Right of Way and Easement by ARCO Pipe Line Company dated April 4, 2000, and recorded June 30, 2000, in Official Record 13, page 330, all in the office of the Recorder of Clay County, Indiana. (This exception will be removed if the Insurer is provided proof of the interest in the right-of-way of ARCO Transportation Alaska, Inc.)
20. As to Tracts C-XLI and C-XLII, loss arising out of the failure to determine the owners of the mineral interests underlying the surface and to acquire the mineral interests from the owners thereof. (An undivided one-fourth interest in the minerals underlying Tract C-XLI was conveyed to Gus Lowry and Harry C. Lowry by a Mineral Deed recorded in Deed Record 145, page 291 and an undivided one-half interest in the minerals underlying Tract C-XLI was conveyed to Robert G. Lowry by a Mineral Deed recorded in Deed Record 145, page 292, Assignment of royalty interest to Charles S. Galbraith 1/64 interest dated June 10, 1958 and recorded June 13, 1958 in Deed Record 145, Page 298, and assignment of royalty interest to E. Gordon Christie 1/64 interest dated June 10, 1958 and recorded June 13, 1958 in Deed Record 145, page 299, both in the office of the Recorder of Clay County, Indiana. By a Deed of Conveyance dated September 18, 1997, and recorded September 25, 1997, in Deed Record 222, page 646, Ruby K. Waldron conveyed to Meadowlark, Inc. the surface only of Tract C-XLII.)
21. As to Tract C-XLII, loss arising out of a failure to correct the description that appears in a Deed of Conveyance from Ruby K. Waldron to Meadowlark, Inc. dated September 18, 1997, and recorded September 25, 1997, in Deed Record 222, page 646 in the office of the Recorder of Clay County, Indiana.

22. As to Tract C-LXXXVIII, any loss arising from the exercise of rights under a Right-of-Way from Henry N. Modesitt and Rosetta Modesitt, his wife, to Sinclair Refining Company, dated March 24, 1944, and recorded July 12, 1944, in Deed Record 129, page 85, and Right-of-Way from Noah L. Landers, a widower, to Sinclair Refining Company, dated July 11, 1944, and recorded July 17, 1944, in Deed Record 129, page 96, which Rights-of-Way were assigned by Sinclair Refining Company to Sinclair Pipe Line Company by an Assignment dated December 14, 1950, and recorded January 15, 1951, in Deed Record 137, page 121, which rights-of-way appear to have been assigned by ARCO Transportation Alaska, Inc. to ARCO Pipe Line Company by an Assignment of Right of Way Easements dated March 1, 1991, and recorded February 23, 1994, in Miscellaneous Record 101, page 50, which rights-of-way were assigned further by ARCO Pipe Line Company to Four Corners Pipe Line Company by a Conveyance of Agreements dated January 1, 1995, and recorded February 13, 1995, in Miscellaneous Record 102, page 625, which rights-of-way appear to have been released by Releases of Right of Way and Easement by ARCO Pipe Line Company dated April 4, 2000, and recorded June 30, 2000, in Official Record 13, page 330 and page 334, all in the office of the Recorder of Clay County, Indiana. (This exception will be removed if the Insurer is provided proof of the interest in the right-of-way of ARCO Transportation Alaska, Inc.)
23. Any loss arising from the failure of the deed from Ayrshire Collieries Corp. to Fairview Collieries Corp. of all of Ayrshire's interest in the Clay County real estate, which is dated and was recorded June 28, 1965, in Deed Record 151, page 13 to contain a specific description of the real estate conveyed.
24. Terms and conditions of Assignment and Assumption of Real Property Agreements (Clay County) between Lexington Coal Company, LLC., a Delaware Limited Liability Company, LCC Indiana, LLC, a Delaware Limited Liability Company and Wholly owned subsidiary of LCC and RLF Chinook Properties, LLC., a Colorado Limited Liability Company, dated August 30, 2006 and recorded September 1, 2006, in Official Record Book 81, Pages 318-325, in records of the Recorder's Office of Clay County, Indiana.
25. Mortgage from RLF Chinook Properties, LLC, a Colorado Limited Liability Company to Farm Credit Services of Mid-America, FLCA, securing the principal sum of \$1,600,000.00, dated July 15, 2009 and recorded July 21, 2009, at Official Record Book 107, Page 1479.
26. Loss arising from any gaps, gores or overlaps.
27. Loss arising from any ambiguity in the legal descriptions provided.

# OIL & GAS LEASE



**OIL AND GAS LEASE  
(Paid Up)**

**THIS OIL and GAS LEASE** (the "Lease"), made and entered into effective as of the 31<sup>st</sup> day of, May, 2012, between **RLF CHINOOK PROPERTIES, LLC and CHINOOK PROJECT, LLC**, 619 N. Cascade Ave., Ste. 200, Colorado Springs, CO 80903, collectively referred to as "**Lessor,**" and **COUNTRYMARK ENERGY RESOURCES, LLC**, an Indiana limited liability company whose mailing address is 7116 Eagle Crest Blvd., Suite C, Evansville, IN 47715, hereinafter called "**Lessee,**"

WITNESSETH:

1. **Lease Rights Granted.** Lessor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases, and lets the lands described below, including all interest therein which Lessor may acquire by operation of law, reversion, prescription or otherwise (herein called the "Lands"), the exclusive right to enter upon the Lands for the purpose of conducting geological, geophysical and seismic surveys, exploring and otherwise prospecting for, drilling, operating and producing oil and gas and their respective constituent products produced from the following lands located in Clay and Vigo Counties, State of Indiana, to-wit :

**See Exhibit "A" attached hereto**

Containing 6,835 acres, more or less (the "Lands. Lessee's rights under this Lease shall be exclusive in the sense that Lessor agrees that during the term of this Lease that it will not undertake to exercise, nor will it grant to third parties, the rights granted to Lessee under this Lease. For the purpose of making any payment based on acreage, said Lands and their constituent parcels shall be deemed to contain the acreage above stated whether they actually contain more or less. This Lease shall cover all the interest in said Lands now owned by or hereafter vested in Lessor. The term "oil" when used in this Lease shall mean crude oil and other hydrocarbons, regardless of gravity, produced at the well in liquid form by ordinary production methods, including condensate separated from gas at the well. The term "gas" when used in this lease shall mean hydrocarbons produced in a gaseous state at the well (not including condensate separated from gas at the well). **Specifically EXCLUDED from the term "gas" is coal bed methane ("CBM") gas and coal mine methane ("CMM") gas which Lessor is free to lease to other persons or produce itself.**

2. **Term of Lease.** Subject to the other provisions herein contained, expressly including but not limited to the provisions of paragraph 12 of the Addendum attached hereto, this Lease shall remain in force for a term of Three (3) years from this date (called "Primary Term"), and as long thereafter as operations are conducted on said Lands or land with which all or any portion of said Lands are pooled ( as provided under section 5 hereof) with no cessation for more than ninety (90) consecutive days. Whenever used in this Lease, the word "operations" shall refer to

any of the following activities: preparing a location for drilling; drilling; testing; equipment reworking, recompleting; deepening; plugging back or repairing of a well in search of or in an endeavor to obtain production of oil and gas and production of oil and gas in paying quantities.

3. **Royalty Payments.** The royalties to be paid to Lessor are: (a) on oil, Lessee may sell the oil produced and saved from said Lands and pay Lessor three-sixteenths of the amount realized by Lessee, computed at the wellhead, whether the point of sale is on or off said Lands, or at the option of Lessor, Lessee will deliver to Lessor's credit free of costs at the wellhead three-sixteenths of the oil produced and saved from said Lands; (b) on gas produced from said Lands and sold or used off the premises or in the manufacture of gasoline or other products therefrom, three-sixteenths of the market value at the wellhead of the gas so sold or used, provided that on gas sold at the wells the royalty shall be three-sixteenths of the amount realized by Lessee computed at the wellhead, from such sale. For purposes of this paragraph, the terms "amount realized by Lessee at the wellhead" and "market value at the wellhead" shall not include any amounts attributable to severance taxes or similar taxes and fees which are required to be withheld and remitted directly by the purchaser of production.

4. **Shut-in Gas.** If Lessee has extended the Primary Term from three (3) years to five (5) years pursuant to the provisions of Section 12 hereof, and after expiration of the Primary Term (as so extended), there is a gas well on the Lands or lands pooled or unitized therewith (as consented to by Lessor pursuant to Section 5 of this Lease) capable of producing gas in paying quantities, but the well is Shut-In (as hereinafter defined) and this Lease is not being otherwise maintained in effect by some other provision, that well shall be considered for all purposes of this Lease to be a well producing in paying quantities and this Lease shall remain in force as though gas from that well was actually being sold or used for a period of not to exceed three (3) years, provided that Lessee pays Lessor, as a Shut-In gas royalty, the sum of \$25 per acre, per annum, for each acre covered by this Lease, for the period commencing on the date the well is actually Shut-In, or on the date this Lease ceases to be maintained in full force and effect by other lease provisions, as the case may be. The first payment shall be due and payable on or before ninety (90) days after the date the well is shut-in, or ninety (90) days from the date this Lease ceases to be maintained in force and effect by some other lease provision. The second and consecutive subsequent payments, if required, shall be payable on or before the anniversary date of the first payment of Shut-In gas royalty. For purposes of this Paragraph 4, a well shall be deemed to be "Shut-In" if this Lease is not being otherwise maintained in effect by some other provision and the Lessee is prevented for a period from complying with any express or implied covenant of this Lease, from conducting drilling or reworking operations thereon, or from producing oil or gas therefrom by reason of scarcity of, or inability to obtain or to use pipelines, equipment or material, explosions, breakage of or accident to machinery, equipment, or lines of pipe, the inability to acquire, or the delays in acquiring, at reasonable cost and after the exercise a reasonable diligence, such servitudes, rights-of-way, permits, licenses, approvals and authorizations by regulatory bodies as may be necessary in order that obligations assumed hereunder may be lawfully performed in the manner contemplated, or by market conditions which render the sale of oil or gas unprofitable or imprudent, or by operation of force majeure, or because of any federal or state law or any order, rule or regulation of a governmental authority.

5. **Pooling.** Lessee shall not have the right to pool or combine the acreage covered by this Lease with adjacent real estate without the prior written consent of Lessor.

6. **Surface Use.** Lessee shall have the right at any time during or after the expiration of this Lease to remove all property and fixtures placed by Lessee on said Land, including the right to draw and remove all casing; provided, however, Lessee shall be obligated to repair and restore the Lands following such removal. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth. Lessee shall pay for damages caused by its operations to growing crops on said Land. No well shall be drilled within two hundred (200) feet of any residence or barn now on said Land without Lessor's consent.

7. **Ownership Changes.** The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their respective heirs, executors, administrators, successors, and assigns, but no change or division in ownership of the Lands or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee or Lessor or require the installation of separate measuring tanks. No such change or division in the ownership of the Lands or royalties shall be binding upon Lessee for any purpose until 30 days after Lessee has received written notice of such change and has been furnished with originals or certified copies of instruments satisfactory to Lessee to establish the validity of such change of ownership or division of interest. An assignment and assumption of this Lease, in whole or in part, shall, to the extent of such assignment and assumption, relieve and discharge Lessee of any obligations hereunder, and, if assignee of part or parts hereof shall fail to comply with any provision of the lease, such default shall not affect this Lease insofar as it covers the part of said Lands retained by Lessee or another assignee. No such assignment of this Lease shall be binding on Lessor for any purpose until thirty (30) days after Lessor has received written notice of such assignment which notice shall include a true and correct copy of such assignment or any other instrument to establish the validity of such assignment to the satisfaction of Lessor. If the Lands shall hereafter be conveyed in severalty or in separate tracts, the Lands shall, nevertheless, be developed and operated as one lease, except that royalties as to any producing well(s) shall be payable to the owner or owners of only those tracts located within the drilling unit designated by the state regulatory agency for such well and apportioned among said tracts on a surface acreage basis; provided, however, if a portion of the Lands is pooled or unitized with other lands for the purpose of operating the pooled unit as one lease (as consented to by Lessor as set forth in paragraph 5 of this Lease), this paragraph shall be inoperative as to the portion so pooled or unitized.

8. **Force Majeure.** When drilling or other operations are prevented, delayed or interrupted as a result of any force majeure, this Lease shall not terminate and Lessor shall not be held liable for damages because of the prevention, delay or interruption, and shall be maintained in force and effect for so long as the prevention, delay or interruption continues, and for ninety (90) days thereafter, or so long as this Lease is maintained in force by some other provisions, whichever is the later date. The term "force majeure" as used hereinabove shall mean any cause beyond the control of Lessee, such as acts of God, strike, lock out, labor dispute, labor shortage, fire, flood, war, riot, terrorism, explosion, accident, inability to secure supplies or fuel or electric

power, regulation or rule of law of any governmental authority or any other cause, whether similar or dissimilar to the aforesaid causes and whether or not foreseen or foreseeable.

9. **Liens; Lesser Interest.** Lessor hereby agrees that Lessee, at its option, may discharge any valid tax, mortgage, or other lien upon said Lands, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Lessor agrees that, if Lessor owns an interest in the oil or gas underlying said Lands less than the entire fee simple estate, then the royalties to be paid Lessor shall be reduced proportionately.

10. **Breach or Default.** In the event Lessor considers that Lessee has failed to comply with any obligation hereunder, express or implied, Lessor shall notify Lessee in writing specifying in what respects Lessor claims Lessee has breached this Lease. The service of such notice and the lapse of ten days for any payment breaches without Lessee curing the alleged breaches and sixty days for other breaches without Lessee's curing or commencing to diligently and in good faith cure the alleged breaches shall be a condition precedent to any action by Lessor for any cause. If within ten days after receipt of such notice of a payment breach, Lessee shall cure such breach, or within sixty days after receipt of such notice of a nonpayment breach, Lessee shall cure or commence to cure with due diligence and in good faith the nonpayment breaches alleged by Lessor, Lessee shall not be deemed in breach or default hereunder, provided that Lessee completes curing in a reasonable time any nonpayment breach that Lessee commences diligently to cure within that period of sixty days. Neither the service of said notice nor the doing of any acts by Lessee intended to satisfy any of the alleged obligations shall be deemed an admission or proof that Lessee has failed to perform all its obligations hereunder. Upon the breach by Lessee of any obligation hereunder, Lessor shall have all rights and remedies available at law or in equity, including the right of forfeiture or termination, in whole or in part, of this Lease. In no event shall this Lease terminate or be forfeited with respect to any portion of the Lands included in a production unit which is then producing (or which would be producing but for the fact that a well in such production unit is temporarily shut down for repairs, maintenance or reworking operations) oil and/or gas in commercial quantities and with respect to which Lessee has not been judicially determined to be in breach or default of the terms of this Lease, and Lessee shall continue to have the privileges, easements and rights of way for roads, pipelines and other facilities on, over and across all the Lands originally covered by this Lease as may be reasonably required for access to and from the Lands included in such production unit still subject to this Lease and for the gathering and transportation of oil and/or gas produced from such retained Lands.

11. **Releases.** Lessee, at any time, and from time to time, may surrender this Lease as to all or any part or parts of the Lands by tendering an appropriate instrument of surrender to the Lessor or by filing for record a release or releases of this Lease as to any part or all of the Lands, and then this Lease and the rights and obligations of the parties shall terminate as to the part or parts so surrendered.

12. **Extension.** Lessor hereby grants to Lessee the right and option to extend the Primary Term of this lease from three (3) years to five (5) years by paying or tendering to Lessor or to the credit of Lessor on or before the expiration of the third year of this Lease the sum of Fifty Dollars (\$50.00) per acre for all or that part of the Land which Lessee elects to continue to

hold hereunder. The provisions of this Paragraph 12 shall be binding upon Lessor and Lessee and their heirs, successors, representatives, sublessees and assigns. In the event Lessee elects to exercise the option referred to above on less than all of the Lands, the Lessee shall include with its payment tender, a plat indicating which acreage the tender or payment is designed to cover along with a written description thereof.

13. **Addendum.** This Lease is subject to the terms and provisions of the Addendum attached hereto.

IN WITNESS WHEREOF, Lessor has signed this Lease effective as of the date first above written.

**RLF CHINOOK PROPRTIES, LLC**

By: James W. Geisny

Its: Auth. Rep.

**CHINOOK PROJECT, LLC**

By: James W. Geisny

Its: Auth. Rep.

**COUNTRYMARK ENERGY RESOURCES, LLC**

By: [Signature]

Its: VP Exploration

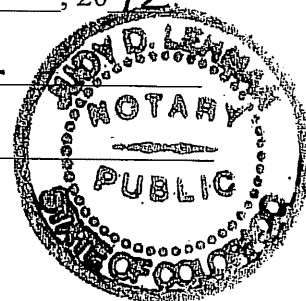
STATE OF COLORADO )  
 ) SS:  
COUNTY OF EL PASO )

I, JUDY D. LEHMAN, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that JAMES W. GEISE to me personally known as the AUTH. REP of RLF CHINOOK PROPRTIES, LLC, and also known to me to be the same person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said entity, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the governing board of said entity.

Given under my hand and Seal, this 31<sup>st</sup> day of MAY, 20 12

My Commission Expires:  
11-15-2012

Judy D. Lehman  
Notary Public  
County of Residence EL PASO



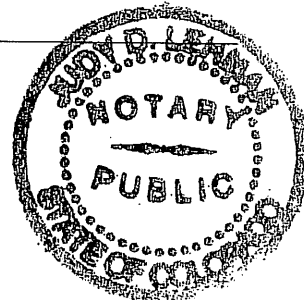
STATE OF COLORADO )  
 ) SS:  
COUNTY OF EL PASO )

I, JUDY D. LEHMAN, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that JAMES W. GEISE to me personally known as the AUTH. REP of CHINOOK PROJECT, LLC, and also known to me to be the same person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said entity, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the governing board of said entity.

Given under my hand and Seal, this 31<sup>st</sup> day of MAY, 20 12.

My Commission Expires:  
11-15-2012

Judy D. Lehman  
Notary Public  
County of Residence EL PASO



STATE OF Indiana )  
 ) SS:  
COUNTY OF Marion )

I, NINA J ZIKE, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Richard Sumner to me personally known as the UP EXPLORATION of COUNTRYMARK ENERGY RESOURCES, LLC, and also known to me to be the same person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said entity, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the governing board of said entity.

Given under my hand and Seal, this 1st day of June, 2012.

My Commission Expires:

02/09/17

Nina J Zike  
Notary Public

County of Residence Marion



This instrument was prepared by: \_\_\_\_\_ 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

**Exhibit "A"**

**LEGAL DESCRIPTIONS**

**THE FOLLOWING DESCRIBED REAL ESTATE IN  
CLAY COUNTY, INDIANA, TO-WIT:**

**TRACT C-I**

Beginning at a point 20 feet east of the southwest corner of the West Half of the Southwest Quarter of Section 19, Township 12 North, Range 7 West, and running thence north 165 feet; thence east 188 ½ feet; thence south 165 feet; thence west 188 ½ feet to the point of beginning.

(formerly Hendrich Tract 8225C)

**TRACT C-II**

The East One-Half of the Southwest Quarter of Section 19, Township 12 North, Range 7 West, containing 87.54 acres, more or less.

(formerly Hendrich Tract 8225D)

**TRACT C-III**

The West Half of the Southwest Quarter of Section 19, Township 12 North, Range 7 West, Clay County, Indiana. EXCEPT the following described tract, to-wit: Beginning at a point 20 feet east of the southwest corner of the West Half of the Southwest Quarter of Section 19, Township 12 North, Range 7 West, and running thence north 165 feet; thence east 188.5 feet; thence south 165 feet; thence west 188.5 feet to the point of beginning, containing .75 of an acre, more or less, and containing 86.25 acres, more or less, in said tract.

(formerly Hendrich Tract 8225G)

**TRACT C-IV**

The West Half of the Southeast Quarter of Section 20, Township 12 North, Range 7 West, containing 80 acres, more or less.

Also, the East Half of the Southwest Quarter of Section 20, Township 12 North, Range 7 West, except 5 acres out of the northeast corner thereof, which excepted tract is more particularly described as follows: Commencing at the northeast corner of said Southwest Quarter; thence running south with the One-Half Section line 525 feet to a point; thence running west with the north line of said Quarter

Section 413.2 feet; thence north 527 feet; thence east 413.2 feet to the place of beginning, containing in said tract, less exception, 75 acres, more or less.

(formerly Hendrich Tract 8225B)



**TRACT C-V**

The Northeast Quarter of the Northeast Quarter of Section 29, Township 12 North, Range 7 West, containing 40 acres, more or less.

(formerly Hendrich Tract 8225E)

**TRACT C-VI**

The East Half of the Northwest Quarter of the Northeast Quarter of Section 29, Township 12 North, Range 7 West, containing 20 acres, more or less.

(formerly Hendrich Tract 8225F)

**TRACT C-VII**

The Northwest Quarter of the Northwest Quarter of Section 29, Township 12 North, Range 7 West, Clay County, Indiana, containing 40 acres, more or less.

(formerly Hendrich Tract 8225H)

**TRACT C-VIII**

The West Half of the Northwest Quarter of the Northeast Quarter of Section 29, Township 12 North, Range 7 West, Clay County, Indiana, except the following tract, viz: Beginning at the northeast corner of said West Half of said quarter quarter section; thence south 225 feet; thence west 225 feet; thence north 225 feet; thence east 225 feet to the place of beginning, containing after said exception 19 acres, more or less.

(formerly Hendrich Tract 8225I)

**TRACT C-IX**

Beginning at the northeast corner of the West Half of the Northwest Quarter of the Northeast Quarter of Section 29, Township 12 North, Range 7 West, Clay County, Indiana; thence south 225 feet; thence west 225 feet; thence north 225 feet; thence east 225 feet to the place of beginning, containing 1 acre, more or less.

(formerly Hendrich Tract 8225J)

**TRACT C-X**

The Northeast Quarter of the Northwest Quarter of Section 29, Township 12 North, Range 7 West, Clay County, Indiana, containing 40 acres, more or less.

(formerly Hendrich Tract 8225K)

**TRACT C-XI**

A part of the Southwest Quarter of the Northwest Quarter of Section 29, Township 12 North, Range 7 West, Clay County, Indiana, described as follows: Beginning at the northeast corner of said tract; running south along the east line thereof 8 rods; thence

west parallel with the north line of said tract 40 rods; thence north parallel with the east line of said tract 8 rods to the north line of said tract, thence east 40 rods to the place of beginning, containing 2 acres, more or less.

(formerly Hendrich Tract 8225L)

**TRACT C-XII**

Part of the Southwest quarter of the Northwest Quarter of Section 29, Township 12 North, Range 7 West, Clay County, Indiana, described as follows: Commencing 20 rods south of the northeast corner of said quarter quarter section; running thence south along the east line of said quarter quarter section 6 rods; thence west parallel with the north line of said quarter quarter section 40 rods; thence north 6 rods; thence east 40 rods parallel with the north line of said quarter quarter section to the place of beginning, containing 1½ acres, more or less.

(formerly Hendrich Tract 8225M)

**TRACT C-XIII**

Part of the Southwest Quarter of the Northwest Quarter of Section 29, Township 12 North, Range 7 West, described as follows: Beginning 26 rods south of the northeast corner of said tract; running thence south along the east line of said tract 14 rods; thence due west 40 rods; thence due north 14 rods; thence due east 40 rods to the place of beginning. EXCEPTING therefrom the following described tract, to-wit: Beginning 37 rods south of the northeast corner of said quarter quarter section; thence running south 3 rods; thence west 40 rods; thence north 3 rods; thence east 40 rods to the place of beginning, containing ¾ acre, more or less. Containing after said exception 2.75 acres, more or less.

(formerly Hendrich Tract 8225N)

**TRACT C-XIV**

The Southwest Quarter of the Northwest Quarter of Section 29, Township 12 North, Range 7 West, EXCEPTING a tract of land in the northeast corner of said quarter quarter section, said exception more particularly described as follows: Beginning at the northeast corner of said quarter quarter section; thence west 660 feet; thence south 676.5 feet; thence east 660 feet; thence north 676.5 feet to the point of beginning.

Also, 3 acres in the Southwest Quarter of the Northwest Quarter of Section 29, Township 12 North, Range 7 West, Clay County, Indiana, beginning 132 feet south of the northeast corner of said quarter quarter section; thence west 660 feet; thence south 198 feet; thence east 660 feet; thence north 198 feet to the point of beginning.

Containing in all 32.5 acres, more or less.

(formerly Hendrich Tract 8225O)

**TRACT C-XV**

Part of the Southwest Quarter of the Northwest Quarter of Section 29, Township 12

Case No. 222380-X

North, Range 7 West, more particularly described as follows, to-wit: Beginning 40 rods south of the northeast corner of said quarter quarter section; thence south 1 rod; thence west 40 rods; thence north 1 rod; thence east 40 rods to the point of beginning, containing 1/4 acre, more or less. Also, part of the Southwest Quarter of the Northwest Quarter of Section 29, Township 12 North, Range 7 West, more particularly described as follows, to-wit: Beginning 37 rods south of the northeast corner of said quarter quarter section; thence running south 3 rods; thence west 40 rods; thence north 3 rods; thence east 40 rods to the point of beginning, containing 3/4 acre, more or less.

(formerly Hendrich Tract 8225P)

**TRACT C-XVI**

Beginning at the southeast corner of the Northeast Quarter of Section 29, Township 12 North, Range 7 West, thence north 27 rods 8 feet and 9 inches; thence west 160 rods; thence south 35 rods 7 feet and 4 inches; thence east 140 rods 50 feet and 6 inches; thence north 7 rods 15 feet and 1 inch; thence east 19 rods 10 feet and 2 inches to the place of beginning, containing 34.58 acres, more or less.

(formerly Hendrich Tract 8225Q)

**TRACT C-XVII**

The South Half of the Northeast Quarter, excepting therefrom 28 rods off the south side of said described tract, in Section 29, Township 12 North, Range 7 West, Clay County, Indiana, and containing in this described tract 52 acres, more or less.

(formerly Hendrich Tract 8225R)

**TRACT C-XVIII**

The Southeast Quarter of the Northwest Quarter of Section 29, Township 12 North, Range 7 West, Clay County, Indiana, containing 40 acres, more or less.

(formerly Hendrich Tract 8225S)

**TRACT C-XIX**

Beginning at the northeast corner of the Southeast Quarter of Section 29, Township 12 North, Range 7 West; thence west 19 rods, 10 feet and 2 inches; thence south 7 rods, 15 feet and 1 inch; thence west 140 rods, 5 feet and 6 inches; thence south 33 rods, 7 feet and 4 inches; thence east 160 rods; thence north 41 rods, 8 feet and 8 inches to the place of beginning, and containing 34.41 acres, more or less.

(formerly Hendrich Tract 8225T)

**TRACT C-XX**

**Parcel 1**

The Southeast Quarter of Section 29, Township 12 North, Range 7 West, Posey Township, Clay County, State of Indiana, except 40 acres of equal width off of the north side thereof.

**Parcel 2**

The East Half of the Southwest Quarter of Section 29, Township 12 North, Range 7 West, Posey Township, Clay County, State of Indiana, except 1 acre in the southwest corner thereof.

Excepting from the above Parcels 1 and 2, the following described real estate, to-wit:

**Exception I**

A part of the Southeast Quarter of Section 29, Township 12 North, Range 7 West, Clay County, Indiana, described as follows: Beginning at the intersection of the north boundary of S. R. 42 and the west boundary of County Road 19 South, which point of beginning is north 88 degrees 18 minutes 30 seconds west 18.36 feet (along the south line of said quarter section) and north 1 degree 41 minutes 30 seconds east 18.00 feet from the southeast corner of said quarter section; thence north 88 degrees 18 minutes 30 seconds west 1,627.48 feet along the north boundary of S. R. 42; thence north 79 degrees 17 minutes 03 seconds east 102.39 feet; thence north 40 degrees 07 minutes 44 seconds east 160.86 feet; thence south 88 degrees 18 minutes 41 seconds east 424.75 feet; thence northeasterly 81.92 feet along an arc to the left and having a radius of 155.00 feet and subtended by a long chord having a bearing of north 76 degrees 33 minutes 01 second east and a length of 80.97 feet; thence north 61 degrees 24 minutes 33 seconds east 325.74 feet; thence north 57 degrees 35 minutes 42 seconds east 150.33 feet; thence north 61 degrees 24 minutes 33 seconds east 250.00 feet; thence north 64 degrees 51 minutes 24 seconds east 93.73 feet; thence northeasterly 420.23 feet along an arc to the left and having a radius of 455.00 feet and subtended by a long chord having a bearing of north 27 degrees 00 minutes 32 seconds east and a length of 405.46 feet; thence north 0 degrees 33 minutes 00 seconds east 138.20 feet; thence north 15 degrees 30 minutes 30 seconds east 103.51 feet to the west boundary of County Road 19 South; thence south 0 degrees 32 minutes 30 seconds west 1,191.53 feet along said boundary to the point of beginning and containing 11.778 acres, more or less.

Together with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as I-70 and as Project I-70-1(34)17) to and from the owner's abutting lands along the lines described as follows: LINE 1: Beginning on the north boundary of S. R. 42 north 88 degrees 18 minutes 30 seconds west 1,075.54 feet (along the south line of said quarter section) and north 1 degree 41 minutes 30 seconds east 18.00 feet from the southeast corner of said quarter section; thence northeasterly 268.54 feet along an arc to the left and having a radius of 5,584.58 feet and subtended by a long chord having a bearing of north 60 degrees 52 minutes 39 seconds east and a length of 268.52 feet; thence north 59 degrees 30 minutes 00 seconds east 152.36 feet; thence north 62 degrees 56 minutes 01 second east 250.45 feet; thence north

59 degrees 30 minutes 00 seconds east 570.93 feet and terminating in the east line of said quarter section. LINE 2: Beginning on the north boundary of S. R. 42 north 88 degrees 18 minutes 30 seconds west 277.12 feet (along the south line of said quarter section) and north 1 degree 41 minutes 30 seconds east 18.00 feet from the southeast corner of said quarter section; thence north 45 degrees 14 minutes 19 seconds east 173.99 feet; thence north 53 degrees 30 minutes 00 seconds east 193.35 feet and terminating in the east line of said quarter section. The above described access control line restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

as described in a certain Warranty Deed from Valentine Company, Inc. to the State of Indiana, which deed is dated January 27, 1967, and was recorded April 6, 1967, in Deed Record 154, page 98 in the office of the Recorder of Clay County, Indiana.

#### **Exception II**

A part of the South Half of the Southeast Quarter of Section 29, Township 12 North, Range 7 West, described as follows:

Beginning at a point at the north boundary of State Road 42 and the west boundary of relocated County Road 19 South, which point of beginning is north 88 degrees 18 minutes 30 seconds west 1,645.84 feet and north 1 degree 41 minutes 30 seconds west 18.00 feet from the southeast corner of said quarter section; thence north 88 degrees 18 minutes 30 seconds west 224.16 feet; thence north 1 degree 41 minutes 30 seconds east 432.00 feet to a point; thence south 88 degrees 18 minutes 30 seconds east 450.00 feet to a point; thence south 1 degree 41 minutes 30 seconds west 266.00 feet to the north boundary line of relocated County Road 19 South; thence westerly along said boundary line north 88 degrees 41 minutes 30 seconds west 25.84 feet; thence along said boundary line south 40 degrees 07 minutes 44 seconds west 160.86 feet; thence along said boundary line south 79 degrees 17 minutes 03 seconds west 102.39 feet to the place of beginning and containing 4.15 acres, more or less.

as shown in a certain Special Corporate Warranty Deed from Meadowlark Inc. to Vernon E. Knight and Dianna M. Knight, husband and wife, which deed is dated June 10, 1994, and was recorded July 14, 1994, at Deed Record 215, page 1078 in the Recorder's Office of Clay County, Indiana.

(formerly Hendrich Tract 8225U)

#### **TRACT C-XXI**

Thirty rods of equal width off the west side of the Northeast Quarter of the Northeast Quarter of Section 30, Township 12 North, Range 7 West, containing 15 acres, more or less.

(formerly Hendrich Tract 8225V)

**TRACT C-XXII**

The Southeast Quarter of the Northeast Quarter, containing 40 acres, more or less.

Also, a strip 6 rods of equal width off the east side of the Southwest Quarter of the Northeast Quarter, containing 3 acres, more or less.

Also, a strip 50 rods of equal width off the east side of the Northeast Quarter of the Northeast Quarter, containing 25 acres, more or less.

All in Section 30, Township 12 North, Range 7 West.

(formerly Hendrich Tract 8225W)

**TRACT C-XXIII**

The Southwest Quarter of the Northeast Quarter, excepting a strip of land 6 rods wide off the east side of said Quarter Quarter section, containing in said exception 3 acres, more or less, in Section 30, Township 12 North, Range 7 West.

(formerly Hendrich Tract 8225X)

**TRACT C-XXIV**

Thirty-four rods off the south side of 58 rods off the north side of the Northwest Quarter of the Northwest Quarter of Section 30, Township 12 North, Range 7 West, containing 17 acres, more or less.

(formerly Hendrich Tract 8225Y)

**TRACT C-XXV**

The Northeast Quarter of the Northwest Quarter of Section 30, Township 12 North, Range 7 West, containing 42.64 acres, more or less.

Excepting therefrom the following described tract, to-wit: Beginning at the northeast corner of the Northwest Quarter of Section 30, thence west along the quarter line for a distance of 256 feet, thence south for a distance of 680 feet, thence east for a distance of 256 feet to the quarter line, thence north along the quarter line for a distance of 680 feet to the point of beginning, containing 4 acres, more or less, and located in Section 30, Township 12 North, Range 7 West, in Clay County, Indiana, as shown in a certain Special Corporate Warranty Deed from Meadowlark, Inc. to Max H. Harrison and Dortha J. Harrison, his wife, which deed is dated August 28, 2003, and was recorded September 23, 2003, in Official Record 50, page 760 in the office of the Recorder of Clay County, Indiana.

(formerly Hendrich Tract 8225-27)

**TRACT C-XXVI**

A part of the Northwest Quarter of the Northwest Quarter of Section 30, Township 12 North, Range 7 West, described as follows: Beginning on the north line of said tract 20 rods east of the northwest corner thereof; thence running east 60 rods to the northeast corner of said quarter, quarter section; thence south 24 rods; thence west parallel with the

north line 60 rods or to the southeast corner of a 3 acre tract once owned by Frank J. Drussell; thence north with the east line of said Drussell tract 24 rods to the place of beginning, containing 9 acres, more or less.

(formerly Hendrich Tract 8225-29)

**TRACT C-XXVII**

The Southeast Quarter of the Northwest Quarter, containing 43.98 acres, more or less; the Northeast Quarter of the Southwest Quarter, containing 43.61 acres, more or less; a strip of equal width, containing 11 acres, more or less, off the south side of the Northwest Quarter of the Southwest Quarter, all in Section 30, Township 12 North, Range 7 West, EXCEPT a part of the Northwest Quarter of the Southwest Quarter of Section 30, Township 12 North, Range 7 West, more particularly described as follows: Beginning 332.7 feet north of the southwest corner of said quarter, quarter; thence east parallel with the south line of said quarter, quarter section 749 feet; thence south parallel with the west line of said quarter, quarter section 200 feet; thence west parallel with the south line of said quarter, quarter section 749 feet to the west line thereof; thence north along the west line 200 feet to the place of beginning; containing in all, less said exception, 95.14 acres, more or less.

(formerly Hendrich Tract 8225-30)

**TRACT C-XXVIII**

[This tract intentionally is left blank.]

**TRACT C-XXIX**

The Northwest Quarter of the Southeast Quarter; the south 30 acres off the Southwest Quarter of the Northeast Quarter; and the East Half of the Northeast Quarter of the Southwest Quarter; all in Section 31, Township 12 North, Range 7 West, containing 91 acres, more or less.

(formerly Hendrich Tract 8225A)

**TRACT C-XXX**

The Northwest Quarter of the Southwest Quarter of Section 30, Township 12 North, Range 7 West, containing 43.61 acres, excepting therefrom 11 acres off and across the south side therefrom, leaving after said exception 32.61 acres, more or less.

Also, the Southwest Quarter of the Northwest Quarter of Section 30, Township 12 North, Range 7 West, containing 43.97 acre, more or less.

Also, 11 acres off and across the south side of the Northwest Quarter of the Northwest Quarter of Section 30, Township 12 North, Range 7 West, containing in all 87.58 acres, more or less.

Also, the Southeast Quarter of Section 30 and the West Half of the Southwest Quarter of Section 29, all in Township 12 North, Range 7 West, containing 240 acres, more or less. Excepting therefrom that parcel conveyed from Meadowlark, Inc., an Indiana

corporation, to Raymond Gard and Janet Gard, husband and wife, described in Special Corporate Warranty Deed dated January 31, 1990, and recorded in Miscellaneous Record 103, page 574 and conveyed by Corrective Special Corporate Warranty Deed dated September 25, 1995, and recorded October 17, 1995, at Deed Record 218, page 777, both in the office of the Recorder of Clay County, Indiana.

(formerly Hendrich Tract 8225-31)

**TRACT C-XXXI**

The Northwest Quarter of the Southwest Quarter of Section 3, Township 11 North, Range 7 West.

(formerly Hendrich Tract 8225-32)

**TRACT C-XXXII**

**Parcel I**

The Northeast Quarter of the Southeast Quarter of Section 4, Township 11 North, Range 7 West, containing 40 acres, more or less.

Also, the Southeast Quarter of the Southeast Quarter of Section 4, Township 11 North, Range 7 West, excepting therefrom the following described part thereof: Commencing at the southwest corner of said 40 acres tract, thence running north with the west line thereof 3 chains and 25 links; thence east 3 chains and 7 2/3 links; thence south 3 chains and 25 links to the south line of said tract; thence west with said south line 3 chains and 7 2/3 links to the place of beginning, containing in said exception 1 acre, more or less; and containing 39 acres in the tract herein conveyed.

**Parcel II**

A part of the Southeast Quarter of the Southeast Quarter of Section 4, Township 11 North, Range 7 West, more particularly described as follows: Commencing at the southwest corner of the Southeast Quarter of the Southeast Quarter of Section 4, Township 11 North, Range 7 West, thence north 3 chains, 25 links; thence east 3 chains 7 2/3 links; thence south 3 chains, 25 links; thence west 3 chains 7 2/3 links to the place of beginning, containing 1 acre, more or less.

(formerly Hendrich Tract 8225-33)

**TRACT C-XXXIII**

The East Half of the Northeast Quarter of Section 4, Township 11 North, Range 7 West.

(formerly Hendrich Tract 8225-34)

**TRACT C-XXXIV**

The Southwest Quarter of the Northeast Quarter; the Northwest Quarter of the Southeast Quarter; and the East Half of the Northeast Quarter of the Southwest Quarter; all in Section 4, Township 11 North, Range 7 West of the Second Principal Meridian, containing in all 100 acres, more or less.

(formerly Hendrich Tract 8225-35)



**TRACT C-XXXV**

The Southwest Quarter of the Southeast Quarter; and the Southeast Quarter of the Southwest Quarter; all in Section 4, Township 11 North, Range 7 West of the Second Principal Meridian.

(formerly Hendrich Tract 8225-36)

~~**TRACT C-XXXVI**~~

~~The Northwest Quarter of Section 9, Township 11 North, Range 7 West.~~

~~(formerly Hendrich Tract 8225-37)~~

**TRACT C-XXXVII**

Thirty-six acres evenly off the west side of the Southwest Quarter of the Northeast Quarter of Section 9, Township 11 North, Range 7 West.

Also, the South Half of the Northwest Quarter of the Northeast Quarter of Section 9, Township 11 North, Range 7 West.

Also, 16 1/2 feet evenly off of the east end of the North Half of the Northwest Quarter of the Northeast Quarter of Section 9, Township 11 North, Range 7 West.

(formerly Hendrich Tract 8225-38)

**TRACT C-XXXVIII**

The Northeast Quarter of the Northeast Quarter of Section 8, Township 11 North, Range 7 West, containing 40 acres, more or less.

(formerly Hendrich Tract 8225-39)

**TRACT C-XXXIX**

The Northwest Quarter of the Northeast Quarter, **excepting** therefrom the graveyard thereon described as follows: Commencing 40 rods north and 12 rods east of the southwest corner of said quarter quarter section; running thence east 5 rods; thence north 5 rods; thence west 5 rods; thence south 5 rods to the place of beginning; **and** the East Half of the Northeast quarter of the Northwest Quarter, all in Section 8, Township 11 North, Range 7 West, containing 60 acres, more or less.

(formerly Hendrich Tract 8225-40)

**TRACT C-XL**

The Southeast Quarter of the Northeast Quarter of Section 8, Township 11 North, Range 7 West, excepting therefrom the following described real estate:

All the real estate in said Quarter Quarter Section lying in a triangle northeast of the center of the road commonly referred to as "The Lower

Bloomington Road", which said road crosses the northeast corner of said Quarter Quarter section in a northwesterly to southeasterly direction.

Also, beginning at a point on the east line of said Quarter Quarter Section, said point being in the center of the intersection of said Lower Bloomington Road and the county road running north and south along the east line of said Quarter Quarter section; thence running northwesterly along the center of said Lower Bloomington Road a distance of 204 feet to a point; thence running south a distance of 282 feet to a point which is 167 feet west of the east line of said Quarter Quarter section; thence running east to the east line of said Quarter Quarter section, being also the center of said county road; thence running north along the east line of said Quarter Quarter section, being also the center of said county road, to the place of beginning.

(formerly Hendrich Tract 8225-41)

**TRACT C-XLI**

All in Section 8, Township 11 North, Range 7 West:

The Northwest Quarter of the Northwest Quarter, containing 40 acres, more or less;

The South Half of the Northwest Quarter, containing 80 acres, more or less;

The Southwest Quarter of the Northeast Quarter, containing 40 acres, more or less;

The Northeast Quarter of the Southwest Quarter, containing 40 acres, more or less, EXCEPT (1) a conveyance to Gus Lowry and Harry C. Lowry by Mineral Deed of an undivided 1/4 interest in the oil and gas in and under said real estate, which deed was recorded in Clay County Deed Record 145 at page 291, and (2) a conveyance to Robert G. Lowry by Mineral Deed of an undivided 1/2 interest in the oil and gas in and under said real estate, which deed was recorded in Clay County Deed Record 145 at page 292.

(formerly Hendrich Tract 8225-42)

**TRACT C-XLII**

The surface only of the West Half of the Northeast Quarter of the Northwest Quarter of Section 8, Township 11 North, Range 7 West.

(formerly Hendrich Tract 8225-43)

**TRACT C-XLIII**

A part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West, described as follows: Commencing at a point 782 feet north and 245.5 feet east of the southwest corner of the Southeast Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West; thence due east parallel with the south line of said quarter-quarter section 192 feet; thence due north parallel with the west line

of said quarter-quarter section 190 feet; thence due west parallel with the south line of said quarter-quarter section 192 feet, thence due south parallel with the west line of said quarter-quarter section 190 feet to the place of beginning, containing .84 of an acre, more or less.

(formerly Hendrich Tract 8225-44)

**TRACT C-XLIV**

A part of the Southwest Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West, described as follows: Commencing at a point 425 feet north of the southeast corner of the Southwest Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West; thence west parallel with the south line of said quarter quarter section 244 feet; thence north parallel with the east line of said quarter quarter section 317 feet; thence east parallel with the south line of said quarter quarter section 244 feet to the east line thereof; thence south along the east line 317 feet to the place of beginning, containing 1.78 acres, more or less.

(formerly Hendrich Tract 8225-45)

**TRACT C-XLV**

The Southeast Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West **excepting the two following described tracts**, to-wit: Commencing at the northwest corner of the above described quarter quarter section; thence south 313.5 feet; thence east 694.7 feet; thence north 313.5 feet; thence west 694.7 feet to the place of beginning, containing in said exception 5 acres, more or less; **also excepting:** Commencing 782 feet north and 245.5 feet east of the southwest corner of the above described quarter quarter section; thence due east parallel with the south line of said quarter quarter section 192 feet; thence due north parallel with the west line of said quarter quarter section 190 feet; thence due west parallel with the south line of said quarter quarter section 192 feet; thence due south parallel with the west line of said quarter quarter section 190 feet to the place of beginning, containing .84 of an acre, more or less, in said exception.

Subject to a perpetual easement for ingress and egress to the last described tract over a roadway 20 feet in width, located and described as follows: Running in an east-west direction a distance of 245.5 feet from the roadway to the west line of the above real estate, the south line of which roadway is 55 feet, more or less, north to the southwest corner of last described exception. Containing after said exceptions 34.16 acres, more or less.

Also, the North Half of the Southwest Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West, containing 20 acres, more or less.

Also, a part of the Southeast Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West, more particularly described as follows, to-wit: Commencing 49.5 rods north of the southeast

corner of said quarter quarter section; thence north 11.5 rods; thence west 80 rods; thence south 11.5 rods; thence east 80 rods to the place of beginning, containing 5.75 acres, more or less.

Containing in all 59.91 acres, more or less.

(formerly Hendrich Tract 8225-46)

**TRACT C-XLVI**

The Northwest Quarter of the Northwest Quarter of Section 17, Township 11 North, Range 7 West, containing 40 acres, more or less.

Also, the Southwest Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West **excepting the following two tracts:** (1) Commencing at a point 425 feet north of the southeast corner of the Southwest Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West; thence west parallel with the south line of said quarter quarter section 244 feet; thence north parallel with the east line of said quarter quarter section 317 feet; thence east parallel with the south line of said quarter quarter section 244 feet to the east line thereof; thence south along the east line 317 feet to the place of beginning, containing 1.78 acres, more or less; and (2) Commencing at the northeast corner of said quarter quarter; thence west along the north line 208.7 feet; thence south parallel with the east line 212 feet; thence east parallel with the north line 208.7 feet; thence north 212 feet to the point of beginning, containing 1.01 acres, more or less.

Containing after said two exceptions 37.21 acres, more or less.

(formerly Hendrich Tract 8225-47)

**TRACT C-XLVII**

**Parcel A**

The Northwest Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West, containing 40 acres.

**Parcel B**

Also, the North Half of the Northeast Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West, containing 20 acres, more or less.

(formerly Hendrich Tract 8225-48)

**TRACT C-XLVIII**

The South Half of the Northeast Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West, containing 20 acres.

Also, 9½ acres off the north end of the Southeast Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West.

(formerly Hendrich Tract 8225-49)

**TRACT C-XLIX**

The Northwest Quarter of the Southeast Quarter of Section 7, Township 11 North, Range 7 West, containing 84 acres, more or less.

(formerly Hendrich Tract 8225-50)

**TRACT C-L**

The Northwest Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West, containing 40 acres more or less.

Also, part of the Southwest Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West, described as follows: Commencing at the northeast corner of the said quarter quarter; thence west along the north line 208.7 feet; thence south parallel with the east line 212 feet; thence east parallel with the north line 208.7 feet; thence north 212 feet to the point of beginning, containing 1.01 acres, more or less.

Also, the East Half of the Southeast Quarter of Section 7, Township 11 North, Range 7 West, EXCEPT the following described tract, to-wit: Commencing at the southwest corner of the Southeast Quarter of the Southeast Quarter; thence running east 51 feet to a point; thence running north parallel with the west line 850 feet to a point; thence running west 51 feet to a point; thence running south 850 feet to the place of beginning, containing 79 acres, more or less.

(formerly Hendrich Tract 8225-51)

**TRACT C-LI**

The West Half of the East Half of the Southwest Quarter of Section 6, Township 11 North, Range 7 West, containing 43 acres, more or less.

Also, the East half of the Northwest Quarter of Section 7, Township 11 North, Range 7 West, containing 82 acres, more or less.

(formerly Hendrich Tract 8225-52)

**TRACT C-LII**

The East Half of the East Half of the Southwest Quarter of the Southwest Quarter of Section 6, Township 11 North, Range 7 West.

Also, part of the East Half of the Northwest Quarter of the Northwest Quarter of Section 7, Township 11 North, Range 7 West, which part is more particularly described as follows: Beginning at the northeast corner of the Northwest quarter of the Northwest Quarter of said section, township, and range; thence south to the southeast corner of said quarter quarter section; thence west 20 rods; thence north 54.7 rods; thence west 5.3 rods; thence north 25.3 rods; thence east 25.3 rods to the place of beginning, containing in all 20.5 acres, more or less.

(formerly Hendrich Tract 8225-53)

**TRACT C-LIII**

The South Half of the Northeast Quarter of Section 7, Township 11 North, Range 7 West.

(formerly Hendrich Tract 8225-54)

**TRACT C-LIV**

The Northwest Quarter of the Northeast Quarter of Section 7, Township 11 North, Range 7 West, containing 40 acres, more or less.

(formerly Hendrich Tract 8225-55)

**TRACT C-LV**

The West Half of the Northwest Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 7, Township 11 North, Range 7 West.

(formerly Hendrich Tract 8225-56)

**TRACT C-LVI**

The West Half of the Southeast Quarter of Section 5, Township 11 North, Range 7 West, containing 80 acres, more or less.

(formerly Hendrich Tract 8225-60)

**TRACT C-LVII**

All that part of the Southwest Quarter of the Southwest Quarter of Section 5, Township 11 North, Range 7 West of the Second Principal Meridian, situated and lying south of the Bloomington Road; EXCEPT a strip 36 rods wide of equal width off the west side thereof; also EXCEPT 1 acre out of the southeast corner thereof, conveyed to Perry Township for School purposes; and containing in all 20 acres, more or less.

(formerly Hendrich Tract 8225-61)

**TRACT C-LVIII**

Beginning at the southeast corner of the Southeast Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West, and running thence north with the east line thereof 1378 feet; thence west, parallel with the south line of said quarter quarter section 438.06 feet; thence south parallel with the east line of said tract 1378 feet to the south line of said quarter quarter section; thence east along said south line 434.06 feet to the place of beginning, containing 13.75 acres, more or less.

Also, beginning at a point on the south line of the Southeast Quarter of the Northeast Quarter of said Section 6, at a point 434.06 feet west of the southeast corner of said quarter quarter section; thence running north 15 feet; thence west parallel with the south line of said quarter quarter section, to the public highway known as the "Bloomington Road", thence southeastward along said "Bloomington Road", to the south line of said quarter quarter section; thence east along the south line 436 feet to the place of beginning, containing .15 of an acre, more or less.

(formerly Hendrich Tract 8225-72)

**TRACT C-LIX**

Commencing at a point in the center of the Bloomington Road on the west line of the Southeast Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West, thence running north 1080 feet to a point on the west line of the Northeast Quarter of the Northeast Quarter of said Section 6; thence running east 830 feet to a point; thence running south 51 feet to a point; thence running east 61 feet to a point; thence running south 1363 feet to the north line of a 15 foot lane on the south side of said tract; thence running west 446 feet to the center of the Bloomington Road; thence running in a northwesterly direction along the center of said Bloomington Road 775 feet to a point in the center of said road in the Southwest Quarter of the Northwest Quarter of said Section 6; thence running due east 190 feet to a point on the west line of the Southeast Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West, containing 27.33 acres, more or less.

(formerly Hendrich Tract 8225-73)

**TRACT C-LX**

A part of the Southwest Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West, described as follows, to-wit:

Beginning at a point 959.89 feet south and 936.5 feet east of the northwest corner of the Southwest Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West; thence east 279.53 feet to the center of the Bloomington Road; thence southeasterly with the center of said Bloomington Road 26 feet; thence southwesterly 273.46 feet to a point 284.11 feet south and 245 feet east of the point of beginning; thence west 245 feet; thence north 284.11 feet to the point of beginning, containing in all 1.79 acres; more or less.

Also, a part of the Southwest Quarter of the Northeast Quarter and a part of the Northwest Quarter of the Southeast Quarter of Section 6, Township 11 North, Range 7 West, described as follows, to-wit:

Commencing at a point in the west line of the Southwest Quarter of the Northeast Quarter of Section 6, 944 feet south of the northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 6; thence east 1194 feet to the center of the Bloomington Road; thence southeasterly along the center of the Bloomington Road 52 feet; thence southwesterly 1320 feet to a point 959 feet east of the west line of the Northwest Quarter of the Southeast Quarter of said Section 6; thence west 959 feet to a stone in the west line of said Southeast Quarter of Section 6; thence north 1274 feet to a stone, being the point of beginning, EXCEPTING THEREFROM, a part or parcel thereof, described as follows, to-wit:

Beginning at a point 959.89 feet south and 936.5 feet east of the northwest corner of the Southwest Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West, thence east 279.53 feet to the center of the Bloomington Road; thence southeasterly with the center of said Bloomington Road 26 feet; thence southwesterly 273.46 feet to a point 284.11 feet south and 245 feet east of the point of beginning, thence west 245 feet; thence north 284.11 feet to the point of beginning, containing in said exception 1.79 acres, more or less.

(formerly Hendrich Tract 8225-74)

**TRACT C-LXI**

The Southwest Quarter of the Southeast Quarter of Section 6, Township 11 North, Range 7 West, containing 40 acres, more or less.

Also, 15 acres off the south end of the Northwest Quarter of the Southeast Quarter of said Section 6, Township 11 North, Range 7 West, which 15 acres is particularly described as follows: Commencing at the southwest corner of said quarter quarter section; thence east 81 poles and 9 links (or 1342.44 feet); thence north 29 poles and 13 links (or 487.08 feet); thence west 1342.44 feet; thence south 487.08 feet to the place of beginning.

Also, part of the Southeast Quarter of the Southeast Quarter of said Section 6, Township 11 North, Range 7 West, which part is more particularly described as follows: Beginning at the southwest corner of said quarter quarter section; running thence east 45 rods; thence north 43 rods 2 2/3 feet; thence west 45 rods; thence south 43 rods 2 2/3 feet to the place of beginning, containing in all 67 acres, more or less.

(formerly Hendrich Tract 8225-75)

**TRACT C-LXII**

Twenty-five acres off the north side of the Northwest Quarter of the Southeast Quarter of Section 6, Township 11 North, Range 7 West.

Also, 15 acres off the west side of the Northeast Quarter of the Southeast Quarter of said Section 6, Township 11 North, Range 7 West.

Also, all that part of 14.16 acres off the south side of the Southwest Quarter of the Northeast Quarter that lies south of the Bloomington Road in Section 6, Township 11 North, Range 7 West.

Also, commencing at the northwest corner of the Southeast Quarter of the Southeast Quarter of Section 6, Township 11 North, Range 7 West; thence east 45 rods; thence south 36 rods and 13 5/6 feet; thence west 45 rods; thence north 36 rods and 13 5/6 feet to the place of beginning.

Also, all that part of the Southeast Quarter of the Northeast Quarter lying south of the Bloomington Road in Section 6, Township 11 North, Range 7 West.

Also, part of the Northeast Quarter of the Southeast Quarter of Section 6, Township 11 North, Range 7 West, described as follows: Commencing 30 rods east and 2 rods south of the northwest corner of said tract; thence running south 31 rods; thence east 41 rods to the center of the Bloomington Road; thence northwesterly along the center of the said road 53 rods to the place of beginning, containing 4 acres, more or less.

All of the above in Section 6, Township 11 North, Range 7 West, and containing in the described lands 70 acres, more or less.

Except the following:

Commencing at a point in the west line of the Southwest Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West, 944



feet south of the northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 6; thence east 1194 feet to the center of the Bloomington Road; thence southeasterly along the center of the Bloomington Road 52 feet; thence southwesterly 1320 feet to a point 959 feet east of the west line of the Northwest Quarter of the Southeast Quarter of said Section 6; thence west 959 feet to a stone in the west line of said Southeast Quarter of Section 6; thence north 1274 feet to a stone, being the point of beginning, containing 32 acres, more or less.

Containing in all, less said exception, 38 acres, more or less.

(formerly Hendrich Tract 8225-76)

**TRACT C-LXIII**

Ten acres of even width off the south side of the Northwest Quarter of the Southwest Quarter of Section 6, Township 11 North, Range 7 West.

(formerly Hendrich Tract 8225-77)

**TRACT C-LXIV**

The West Half of the East Half of the Southwest Quarter of the Southwest Quarter of Section 6, Township 11 North, Range 7 West, containing 10 acres, more or less.

Also, part of the West Half of the East Half of the Northwest Quarter of the Northwest Quarter of Section 7, Township 11 North, Range 7 West, which part is more particularly described as follows: Beginning at the southwest corner of the said West Half of the East Half of said quarter quarter section; thence east 20 rods, thence north 54.7 rods to the south line of 4 acres of land formerly owned by George Rector; thence west 5.3 rods to the southwest corner of said 4 acre tract; thence north 25.3 rods, thence west 14.7 rods more or less to the northwest corner of said West Half of East Half of said quarter quarter section; thence south 80 rods to the place of beginning, containing 9½ acres more or less.

(formerly Hendrich Tract 8225-78)

**TRACT C-LXV**

The North Half of the East Half of the Northeast Quarter of Section 5, Township 11 North, Range 7 West.

Excepting therefrom the following described real estate, to-wit:

A part of the East Half of the Northeast Quarter of Section 5, Township 11 North, Range 7 West, Perry Township, more particularly described as follows: Commencing at an iron pin found at the northeast corner of said Section 5; thence south along the east line of Section 5 a distance of 235.77 feet to a railroad spike at the true point of beginning; thence north 89 degrees 22 minutes 37 seconds west 720.04 feet to a 5/8-inch iron pin; thence south 1210.0 feet to a railroad spike in the root of a 10-inch twin sassafras tree in an existing fence line; thence south 89

degrees 22 minutes 37 seconds east 720.04 feet to a railroad spike on the east line of Section 5; thence north along the east line of Section 5 a distance of 1210.0 feet to the point of beginning.

(formerly Hendrich Tract 8225-57)

**TRACT C-LXVI**

Part of the Southwest Quarter of the Southeast Quarter of Section 7, Township 11 North, Range 7 West described as follows, to-wit: Commencing at the northwest corner of said Quarter Quarter Section; thence running south along the west line thereof 795 feet to a point; thence running east parallel with the north line of said Quarter Quarter Section 548 feet to a point; thence running north 795 feet to the north line of said Quarter Quarter Section; thence running west to the place of beginning, containing 10 acres, more or less.

(formerly Hendrich Tract 8225-58)

**TRACT C-LXVII**

The South Half of the East Half of the Northeast Quarter of Section 5, Township 11 North, Range 7 West, excepting therefrom a strip of equal width 16 1/2 feet wide off the south end thereof.

Excepting therefrom the following described real estate, to-wit:

A part of the East Half of the Northeast Quarter of Section 5, Township 11 North, Range 7 West, Perry Township, Clay County, Indiana, more particularly described as follows: Commencing at an iron pin found at the northeast corner of said Section 5; thence south along the east line of Section 5 a distance of 1445.77 feet to a railroad spike at the true point of beginning; thence north 89 degrees 22 minutes 37 seconds west 720.04 feet to a railroad spike in the root of a 10-inch sassafras tree in an existing fence line; thence south 302.5 feet to a 5/8-inch iron pin; thence south 89 degrees 22 minutes 37 seconds east 720.04 feet to a boat spike on the east line of Section 5; thence north along the east line of Section 5 a distance of 302.5 feet to the true point of beginning, containing 5 acres.

(formerly Hendrich Tract 8225-59)

**TRACT C-LXVIII**

All that part of 50 acres off the east side of the Southwest Quarter of Section 5, Township 11 North, Range 7 West lying and being south of the Bloomington Road, containing in all 10 acres, more or less.

(formerly Hendrich Tract 8225-62)

**TRACT C-LXIX**

Fifty acres off the east side of the Southwest Quarter of Section 5, Township 11 North, Range 7 West, except that part lying and being south of the Bloomington Road, containing herein 40 acres more or less.

(formerly Hendrich Tract 8225-63)

**TRACT C-LXX**

A part of the Southwest Quarter of the Southwest Quarter of Section 5, Township 11 North, Range 7 West, described as follows: Commencing at the southeast corner of said quarter quarter section, running thence north 10 2/3 rods; thence west 15 rods; thence south 10 2/3 rods; thence east 15 rods to the place of beginning.

(formerly Hendrich Tract 8225-64)

**TRACT C-LXXI**

The Southwest Quarter of the Northeast Quarter, and a strip 16 1/2 feet wide off the south end of the East Half of the Northeast Quarter of Section 5, Township 11 North, Range 7 West, containing in all 43.67 acres, more or less.

(formerly Hendrich Tract 8225-65)

**TRACT C-LXXII**

Commencing at a point 313.41 feet west of the southeast corner of the Northwest Quarter of the Southwest Quarter of Section 5, Township 11 North, Range 7 West on the south line of the aforesaid quarter quarter; thence north 8 degrees 47 minutes east, a distance of 237.13 feet; thence south 6 degrees 46 minutes west, a distance of 130.50 feet; thence south 41 degrees 11 minutes west, a distance of 213.50 feet to the center of the Bloomington Road; thence south 51 degrees 58 minutes east along the center of the Bloomington Road, a distance of 99.9 feet to the south line of the aforesaid quarter quarter; thence east along said south line 156.02 feet to the place of beginning; containing 0.99 acres, more or less.

(formerly Hendrich Tract 8225-66)

**TRACT C-LXXIII**

A part of the Northwest Quarter of Section 5, Township 11 North, Range 7 West, described as follows: Commencing in the center of said Section 5, thence west along the south line of said Northwest Quarter of said Section 5, 100 rods; thence north 6 degrees west 100 rods 22 links; thence east 100 rods, more or less, to the east line of said Northwest Quarter of said Section 5; thence south 100 rods 22 links to the place of beginning, containing 63 acres, more or less.

(formerly Hendrich Tract 8225-67)

**TRACT C-LXXIV**

Commencing at a point in the center of the Bloomington Road 258.75 feet north and 781.86 feet west of the southeast corner of the Northwest Quarter of the Southwest Quarter of Section 5, Township 11 North, Range 7 West; thence north 32 degrees 30 minutes east, a distance of 235.1 feet; thence north 62 degrees 34 minutes west, a distance of 123.6 feet; thence south 32 degrees 40 minutes west, a distance of 212.0 feet to the center of the Bloomington Road; thence south 51 degrees 58 minutes east along the said center of the Bloomington Road a distance of 124.3 feet to the place of beginning, containing 0.63 acres, more or less.

(formerly Hendrich Tract 8225-68)

**TRACT C-LXXV**

The Northwest Quarter of the Southwest Quarter, containing 40 acres, more or less.

Also, a strip 30 rods wide off the entire west side of the East Half of the Southwest Quarter, containing 30 acres, more or less.

Also, a three cornered strip in the northeast corner of the Southwest Quarter of the Southwest Quarter, being all that part of said quarter quarter section lying north of the Bowling Green (now called Bloomington) Road, containing 1 acre, more or less.

All of the above in Section 5, Township 11 North, Range 7 West.

Also a strip 50 rods wide off the east side of the Northeast Quarter of the Southeast Quarter, excepting a strip in the northwest corner thereof, described as follows: Commencing 30 rods east and 2 rods south of the northwest corner of the Northeast Quarter of the Southeast Quarter of Section 6, Township 11 North, Range 7 West, thence south 31 rods to a stake, thence east 40 rods to the center of the Bloomington Road, thence along the center of said road 53 rods to the place of beginning, containing 4 acres, more or less, so excepted, and containing herein described 21 acres, more or less, in Section 6, Township 11 North, Range 7 West.

Part of the Southwest Quarter of the Southwest Quarter of Section 5, Township 11 North, Range 7 West, described as follows, to-wit: Commencing at the southwest corner of said quarter quarter section, thence running east 36 rods, thence north 80 rods, thence west 36 rods, thence south 80 rods to the place of beginning, containing 18 acres, more or less.

Also, part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 11 North, Range 7 West, described as follows, to-wit: Commencing on the south line of said quarter quarter section 5 rods west of the southeast corner thereof, thence running west 30 rods, thence north 80 rods, thence east 30 rods, thence south 80 rods to the place of beginning, containing 15 acres, more or less.

Part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 11 North, Range 7 West and particularly described as follows, to-wit: Commencing at the southeast corner of said Southeast Quarter of the Southeast Quarter of said Section, Township, and Range, thence running west along the south line thereof 5 rods to the southeast corner of a tract of land in said quarter quarter section, township, and range set off to Nancy Riddle in the partition of the estate of Herrod Peyton Estate in Case No. 6677, George W. Peyton, etal vs. Benajmine (*sic.*) F. Peyton, etal, thence running north along and with the east line of said Riddle tract of land 80 rods to the north line of said quarter quarter, thence running east 5 rods to the east line thereof, thence running south along said east line 80 rods to the place of beginning, containing 2½ acres, more or less.

Excepting therefrom the following two tracts, to-wit:

- (1) Commencing at a point 313.41 feet west of the southeast corner of the Northwest Quarter of the Southwest Quarter of Section 5, Township 11 North, Range 7 West on the south line of the aforesaid quarter quarter; thence north 8 degrees 47 minutes east a distance of 237.13 feet; thence south 6 degrees 46 minutes west a distance of 130.50 feet; thence south 41 degrees 11 minutes west, a distance of

213.50 feet, to the center of the Bloomington Road; thence south 51 degrees 58 minutes east, along the center of the Bloomington Road, a distance of 99.9 feet to the south line of the aforesaid quarter quarter; thence east along said south line 156.02 feet to the place of beginning; containing 0.99 acres, more or less.

(2) Commencing at a point in the center of the Bloomington Road 258.75 feet north and 781.86 feet west of the southeast corner of the Northwest Quarter of the Southwest Quarter of Section 5, Township 11 North, Range 7 West; thence north 32 degrees 30 minutes east, a distance of 235.1 feet; thence north 62 degrees 34 minutes west, a distance of 123.6 feet; thence south 32 degrees 40 minutes west, a distance of 212.0 feet to the center of the Bloomington Road; thence south 51 degrees 58 minutes east along the said center of the Bloomington Road a distance of 124.3 feet to the place of beginning, containing 0.63 acres, more or less.

(formerly Hendrich Tract 8225-69)

**TRACT C-LXXVI**

The Northwest Quarter of the Southwest Quarter of Section 6, Township 11 North, Range 7 West, except 10 acres off the South side thereof.

Excepting therefrom the following tract conveyed to Harvey E. Lawson and Norma Jean Lawson:

One-half of an acre of equal width and length out of the northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 6.

(formerly Hendrich Tract 8225-80)

**TRACT C-LXXVII**

One-half of an acre of equal width and length out of the northwest corner of the Northwest Quarter of the Southwest Quarter of Section 6, Township 11 North, Range 7 West.

(formerly Hendrich Tract 8225-81)

**TRACT C-LXXVIII**

Part of the West Half of the Northwest Quarter of Section 6, Township 11 North, Range 7 West, which part is more particularly described as follows: Beginning 80 rods south of the northwest corner of said Quarter Section; thence south 80 rods to the southwest corner of said Quarter Section; thence east 88.72 rods; thence north 160 rods to the north section line; thence west 48.72 rods; thence south 80 rods; thence west 40 rods to the place of beginning, containing 68.5 acres, more or less.

Also, a part of the Southwest Quarter of the Southwest Quarter of Section 31, Township 12 North, Range 7 West, described as follows: Beginning at a point where the south line

of said quarter quarter section is intersected by the center of the Lower Bloomington Road; thence running west with the south line of said quarter quarter section 16 rods; thence north 10 rods to the center of said Lower Bloomington Road; thence southeasterly with the center of said road to the place of beginning. Containing 1/2 acre, more or less.

(formerly Hendrich Tract 8225-82)

**TRACT C-LXXIX**

The Northwest Quarter of Section 5, Township 11 North, Range 7 West, except the following described tract: Commencing in the center of said Section 5, thence west along the south line of said Northwest Quarter of said Section 5, 100 rods, thence north 6 degrees west 100 rods 22 links, thence east 100 rods, more or less, to the east line of said Northwest Quarter of said Section 5, thence south 100 rods and 22 links to the place of beginning, containing 63 acres, more or less, in said exception; leaving in said quarter section 105 acres, more or less.

Also, the Northwest Quarter of the Northeast Quarter of Section 5, Township 11 North, Range 7 West, containing 42 acres, more or less.

Also, a strip of equal width 30 rods wide off of the east side of the Northeast Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West, containing 15 acres, more or less.

Containing in all 162 acres, more or less.

(formerly Hendrich Tract 8225-70)

**TRACT C-LXXX**

A part of the Northeast Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West, described as follows: Commencing at the northwest corner of said quarter quarter section; thence running south 80 rods; thence east 50 rods; thence north 80 rods; thence west 50 rods to the place of beginning, containing 25 acres, more or less.

(formerly Hendrich Tract 8225-71)

**TRACT C-LXXXI**

Beginning at the northwest corner of the Northwest Quarter of Section 6, Township 11 North, Range 7 West; thence running south 80 rods; thence east 40 rods; thence north 80 rods; thence west 40 rods to the place of beginning, containing 20 acres.

(formerly Hendrich Tract 8225-83)

**TRACT C-LXXXII**

Sixty acres off of the West side of the East Half of the Northwest Quarter of Section 6, Township 11 North, Range 7 West.

Also, 43 acres off the East side of the Southwest Quarter of Section 6, Township 11 North, Range 7 West.

(formerly Hendrich Tract 8225-84)

**TRACT C-LXXXIII**

~~The Northwest Quarter of the Northeast Quarter of Section 17, Township 11 North, Range 7 West, containing 40 acres, more or less.~~

~~The Northeast Quarter of the Northwest Quarter of Section 17, Township 11 North, Range 7 West, containing 40 acres, more or less.~~

Commencing at the southeast corner of the Southeast Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West; thence running north  $49\frac{1}{2}$  rods; thence west 80 rods; thence south  $49\frac{1}{2}$  rods; thence east 80 rods to the place of beginning, containing 24.75 acres, more or less.

The South Half of the Southwest Quarter of the Southeast Quarter of Section 8, Township 11 North, Range 7 West, containing 20 acres, more or less.

(formerly Hendrich Tract 8225-85)

**TRACT C-LXXXIV**

~~The Northeast Quarter of the Northeast Quarter of Section 17, Township 11 North, Range 7 West, containing 40 acres, more or less.~~

~~Part of the Northwest Quarter of the Northwest Quarter of Section 16, Township 11 North, Range 7 West, described as follows: Commencing at the northwest corner of said Section; thence running south  $41\frac{7}{20}$  rods; thence east  $19\frac{3}{7}$  rods; thence north  $41\frac{7}{20}$  rods; thence west  $19\frac{3}{7}$  rods to the place of beginning, containing 5 acres, more or less.~~

(formerly Hendrich Tract 8225-86)

**TRACT C-LXXXV**

~~A part of the South Half of the Northeast Quarter of Section 17, Township 11 North, Range 7 West, particularly described as follows: Commencing 35 rods north of the southeast corner thereof; thence running north along the east line thereof 45 rods, more or less, to the north line of said tract; thence running west along the north line 160 rods to the half section line; thence running south along said half section line 45 rods, more or less, to a point directly west of the place of beginning; thence running east parallel with the north line thereof, 160 rods to the place of beginning, containing 45 acres, more or less.~~

(formerly Hendrich Tract 8225-87)

**TRACT C-LXXXVI**

The middle  $\frac{1}{3}$  dividing lines running east and west, of the Southwest Quarter of Section 18, Township 11 North, Range 7 West, containing  $53\frac{1}{3}$  acres, more or less.

(formerly Hendrich Tract 8225-88)

**TRACT C-LXXXVII**

The East Half of the Southeast Quarter of Section 32 and the Southwest Quarter of Section 33, all in Township 12 North, Range 7 West, and containing in all 240 acres, more or less.

(formerly Hendrich Tract 8225-89)

Case No. 222380-X

**TRACT C-LXXXVIII**

The West Half of the Southeast Quarter and the South Half of the Southwest Quarter of the Northeast Quarter of Section 32, Township 12 North, Range 7 West, containing 100 acres, more or less.

(formerly Hendrich Tract 8225-90)

**TRACT C-LXXXIX**

The Southwest Quarter of the Southwest Quarter of Section 32, Township 12 North, Range 7 West, containing 40 acres, more or less.

(formerly Hendrich Tract 8225-91)

**TRACT C-XC**

The Northwest Quarter of the Southwest Quarter of Section 32, Township 12 North, Range 7 West, containing 40 acres, more or less.

(formerly Hendrich Tract 8225-92)

**TRACT C-XCI**

The East Half of the Southwest Quarter of Section 32, Township 12 North, Range 7 West.

(formerly Hendrich Tract 8225-93)

**TRACT C-XCII**

The East Half of the Northeast Quarter of Section 32, Township 12 North, Range 7 West, containing 80 acres, more or less.

(formerly Hendrich Tract 8225-94)

**TRACT C-XCIII**

One acre evenly off the north side of the Southwest Quarter of the Northeast Quarter of Section 32, Township 12 North, Range 7 West.

(formerly Hendrich Tract 8225-95)

**TRACT C-XCIV**

Thirty acres evenly off the south side of the Northwest Quarter of the Northeast Quarter of Section 32, Township 12 North, Range 7 West, excepting two tracts therefrom described as follows:

- (1) Beginning at the northeast corner of said 30 acre tract; thence west 198 feet; thence south 110 feet; thence east 198 feet; thence north 110 feet to the point of beginning.



- (2) Beginning at a point 990 feet north and 450 feet east of the southwest corner of the Northwest Quarter of the Northeast Quarter of Section 32, Township 12 North, Range 7 West; thence south 261.36 feet; thence east 250 feet; thence north 261.36 feet; thence west 250 feet to the point of beginning, containing 28 acres, more or less.

(formerly Hendrich Tract 8225-96)

**TRACT C-XCV**

The North Half of the Southwest Quarter of the Northeast Quarter of Section 32, Township 12 North, Range 7 West, excepting 1 acre off the north side thereof containing 19 acres, more or less.

Also, beginning at the southeast corner of the East Half of the Northwest Quarter of Section 32, Township 12 North, Range 7 West, thence north along the half section line 880 feet; thence west parallel with the section line 1320 feet to the quarter section line; thence south 880 feet to the southwest corner of said tract; thence east on the half section line to the place of beginning, containing 26  $\frac{2}{3}$  acres, more or less.

(formerly Hendrich Tract 8225-97)

**TRACT C-XCVI**

Parts of the Northwest Quarter of Section 32, Township 12 North, Range 7 West, which parts are particularly described as follows: Commencing at the northeast corner of the Southwest Quarter of the Northwest Quarter of said Section, Township, and Range, running thence west on the quarter section line 880 feet; thence south parallel with the section line 1320 feet; thence east on the half section line 880 feet to the southeast corner of said tract; thence north on the quarter section line 1320 feet to the place of beginning, containing 26  $\frac{2}{3}$  acres, more or less.

Also, commencing at the northeast corner of the Southwest Quarter of the Northwest Quarter of said Section, Township, and Range, running thence south 440 feet; thence east 1320 feet to the half section line; thence north along the half section line 880 feet; thence west 660 feet; thence southwesterly to a point 100 feet east of the place of beginning; thence west 100 feet to the place of beginning containing 22.58 acres, more or less.

(formerly Hendrich Tract 8225-98)

**TRACT C-XCVII**

Ten acres of even width off the north side of the Northwest Quarter of the Northeast Quarter of Section 32, Township 12 North, Range 7 West, except the following tracts:

- (1) Beginning at the northeast corner of said quarter quarter section; thence west 198 feet; thence south 330 feet; thence east 198 feet; thence north 330 feet to the place of beginning;

- (2) Commencing at a point where the Texas Gas Transmission Corporation's presently existing Martinsville 6 inch pipeline intersects the section line dividing Sections 32 and 33, Township 12 North, Range 7 West, Clay County, Indiana; running thence north 89 degrees 15 minutes west along said pipeline for a distance of 1664 feet to the point of beginning; running thence south 0 degrees 45 minutes west 19.30 feet to a point; thence north 89 degrees 15 minutes west 30 feet to a point; thence north 0 degrees 45 minutes east 30 feet to a point in the south right-of-way line of Indiana Highway 42; thence with said right-of-way line of the Highway south 89 degrees 15 minutes east 30 feet to a point; thence south 0 degrees 45 minutes west 10.70 feet to the point of beginning;
- (3) A part of the Northwest Quarter of the Northeast Quarter of Section 32, Township 12 North, Range 7 West, described as follows: Commencing at the northeast corner of said quarter quarter section; thence north 88 degrees 18 minutes 30 seconds west 198.00 feet along the north line of said quarter quarter section to an east line of the owners' land; thence south 1 degree 25 minutes 00 seconds west 330.00 feet along said line to a southeast corner of the owners' land; thence north 88 degrees 18 minutes 30 seconds west 417.30 feet along a south line of the owners' land to a corner of the owners' land; thence south 1 degree 25 minutes 00 seconds west 61.95 feet along an east line of the owners' land to the point of beginning of this description; (1) thence south 1 degree 25 minutes 00 seconds west 199.41 feet along an east line of the owners' land to a southeast corner of the owners' land; (2) thence north 88 degrees 18 minutes 30 seconds west 250.00 feet along a south line of the owners' land to a southwest corner of the owners' land; (3) thence north 1 degree 25 minutes 00 seconds east 129.69 feet along a west line of the owners' land; (4) thence north 89 degrees 38 minutes 28 seconds east 46.98 feet; (5) thence northeasterly 213.84 feet along an arc to the left and having a radius of 5599.58 feet and subtended by a long chord having a bearing of north 73 degrees 08 minutes 17 seconds east and a length of 213.83 feet to the point of beginning and containing 0.908 acres, more or less.

Also, a part of the Northwest Quarter of the Northeast Quarter of Section 32, Township 12 North, Range 7 West, described as follows: Beginning on an east line of the owners' land north 88 degrees 18 minutes 30 seconds west 198.00 feet (along the north line of said quarter quarter section) and south 1 degree 25 minutes 00 seconds west 221.78 feet (along an east line of the owners' land) from the northeast corner of said quarter quarter section; (1) thence south 1 degree 25 minutes 00 seconds west 108.22 feet along said east line to a southeast corner of the owners' land; (2) thence north 88 degrees 18

minutes 30 seconds west 251.76 feet along a south line of the owners' land; (3) thence northeasterly 244.93 feet along an arc to the left and having a radius of 5599.58 feet and subtended by a long chord having a bearing of north 68 degrees 59 minutes 06 seconds east and a length of 244.91 feet; (4) thence north 63 degrees 18 minutes 00 seconds east 28.77 feet to the point of beginning and containing 0.300 acres, more or less.

Also, a part of the Northwest Quarter of the Northeast Quarter of Section 32, Township 12 North, Range 7 West, described as follows: Beginning at the intersection of the south boundary of S.R. 42 and an east line of the owners' land, which point of beginning is north 88 degrees 18 minutes 30 seconds west 198.00 feet (along the north line of said quarter quarter section) and south 1 degree 25 minutes 00 seconds west 18.00 feet (along an east line of the owners' land) from the northeast corner of said quarter quarter section; thence south 1 degree 25 minutes 00 seconds west 22.00 feet along said east line; thence north 88 degrees 18 minutes 30 seconds west 24.10 feet; thence north 75 degrees 54 minutes 03 seconds west 102.39 feet to the south boundary of S.R. 42; thence south 88 degrees 18 minutes 30 seconds east 124.00 feet to the point of beginning and containing 0.037 acres, more or less.

(formerly Hendrich Tract 8225-99)

#### TRACT C-XCVIII

Commencing at a point 1750 feet north of the southeast corner of the East Half of the Northwest Quarter of Section 32, Township 12 North, Range 7 West; thence north on the half section line 880 feet to the northeast corner of said tract; thence west on the section line 1320 feet; thence south on the quarter section line 880 feet; thence east parallel with the section line 1320 feet to the place of beginning, containing 26 2/3 acres, more or less.

(formerly Hendrich Tract 8225-100)

#### TRACT C-XCIX

A part of the Northwest Quarter of the Northwest Quarter of Section 32, and a part of the East Half of the Northeast Quarter of the Northeast Quarter of Section 31, all in Township 12 North, Range 7 West, Posey Township, more particularly described as follows:

Beginning at the southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 32; thence running north on the east line of said quarter quarter section 650 feet; thence southwesterly to a point 700 feet west and 250 feet north of the southeast corner of said Northwest Quarter of the Northwest Quarter of said Section 32; thence west to the west line of the East Half of the Northeast Quarter of the Northeast Quarter of said Section 31; thence south 250 feet to the southwest corner of the aforesaid East Half of the Northeast Quarter of the Northeast Quarter of said Section 31; thence east on the south line of the Northeast Quarter of the Northeast Quarter of said Section 31, and the south line of the Northwest Quarter of the Northwest Quarter of Section 32, 1980 feet to the point of beginning, and containing 14.57 acres, more or less.

(formerly Hendrich Tract 8225-101)

Case No. 222380-X

**TRACT C-C**

Thirteen and one-third acres evenly off the west end of the Southwest Quarter of the Northwest Quarter of Section 32, Township 12 North, Range 7 West and also  $13\frac{1}{3}$  acres evenly off the east end of the Southeast Quarter of the Northeast Quarter of Section 31, Township 12 North, Range 7 West.

(formerly Hendrich Tract 8225-102)

**TRACT C-CI**

One square acre in the southeast corner of the Southeast Quarter of the Southeast Quarter of Section 31, Township 12 North, Range 7 West.

Also, the Northeast Quarter of the Southeast Quarter and 25 acres off the east side of the Southeast Quarter of the Southeast Quarter except 1 square acre in the southeast corner of said quarter quarter, all in Section 31, Township 12 North, Range 7 West, containing 64 acres, more or less.

(formerly Hendrich Tract 8225-103)

**TRACT C-CII**

A part of the Northeast Quarter of the Northwest Quarter of Section 32, Township 12 North, Range 7 West, described as follows, to-wit:

Beginning at the southwest corner of said quarter quarter section; thence north 440 feet; thence east 660 feet; thence southwesterly to a point 100 feet east of the place of beginning; thence west 100 feet to the place of beginning, containing 3.75 acres, more or less.

(formerly Hendrich Tract 8225-104)

**TRACT C-CIII**

A part of the Southwest Quarter of the Southeast Quarter of Section 31, Township 12 North, Range 7 West, described as follows, to-wit:

Beginning 7  $\frac{1}{2}$  rods east of the southwest corner of said quarter quarter section; thence east 22  $\frac{1}{2}$  rods; thence north 10  $\frac{2}{3}$  rods; thence west 22  $\frac{1}{2}$  rods; thence south 10  $\frac{2}{3}$  rods to the point of beginning, containing 1.50 acres, more or less.

(formerly Hendrich Tract 8225-105)

**TRACT C-CIV**

A part of the Southwest Quarter of the Southeast Quarter of Section 31, Township 12 North, Range 7 West, described as follows, to-wit:

Commencing at the southwest corner of said quarter quarter section; thence north along the west line of said quarter quarter section 10  $\frac{2}{3}$  rods; thence east parallel with the south line of said quarter quarter section 7  $\frac{1}{2}$  rods; thence south 10  $\frac{2}{3}$  rods to the south line of said quarter quarter section, thence west 7  $\frac{1}{2}$  rods to the place of beginning, containing 0.50 of an acre, more or less.

(formerly Hendrich Tract 8225-106)

Case No. 222380-X

**TRACT C-CV**

Twenty-five acres off the east side of the Southwest Quarter of the Southeast Quarter of Section 31, Township 12 North, Range 7 West and also 15 acres off of the west side of the Southeast Quarter of the Southeast Quarter of Section 31, Township 12 North, Range 7 West.

(formerly Hendrich Tract 8225-107)

**TRACT C-CVI**

The Southeast Quarter of the Southwest Quarter of Section 31, Township 12 North, Range 7 West.

Also, all that part of the Northeast Quarter of the Southwest Quarter of Section 31, Township 12 North, Range 7 West, except 20 acres of equal width off the north end thereof, heretofore conveyed to Elmer O. Furrow, by deed bearing date of June 27, 1945, and recorded in Deed Record 130, at page 104, Recorder's Office, Clay County, Indiana, said tract being described as follows: The West Half of the East Half of the Southwest Quarter and also a strip 3 3/4 rods wide off the west side of the East Half of the East Half of the Northeast Quarter of the Southwest Quarter, all in Section 31, Township 12 North, Range 7 West.

Also, 15 acres off the west side of the Southwest Quarter of the Southeast Quarter of Section 31, Township 12 North, Range 7 West, excepting therefrom 2 acres of equal width off the south end of said tract, containing 13 acres, more or less.

(formerly Hendrich Tract 8225-108)

**TRACT C-CVII**

Twenty acres of equal width off the entire north end of the following described tracts, to-wit:

The West Half of the East Half of the Southwest Quarter and a strip 3<sup>3</sup>/<sub>4</sub> rods wide off the west side of the East Half of the East Half of the Southwest Quarter all in Section 31, Township 12 North, Range 7 West.

(formerly Hendrich Tract 8225-109)

**TRACT C-CVIII**

The Southeast Quarter of the Northwest Quarter of Section 31, Township 12 North, Range 7 West, containing 40 acres, more or less.

(formerly Hendrich Tract 8225-110)

**TRACT C-CIX**

All that portion of the Northeast Quarter of the Northwest Quarter of Section 31, Township 12 North, Range 7 West, lying south of Interstate I-70, containing 9 acres more

or less, EXCEPT Commencing at a point 15 feet north of the southwest corner of the Northeast Quarter of the Northwest Quarter of said Section; running thence south 15 feet; thence east 12 feet; thence in a northwesterly direction to the place of beginning.

(formerly Hendrich Tract 8225-111)

**TRACT C-CX**

15 rods evenly off the south side of the West Half of the Northeast Quarter of the Northeast Quarter of Section 31, Township 12 North, Range 7 West, containing 3.75 acres, more or less.

(formerly Hendrich Tract 8225-112)

**TRACT C-CXI**

A strip of land 330 feet wide off the north end of the Southwest Quarter of the Northeast Quarter of Section 31, Township 12 North, Range 7 West.

(formerly Hendrich Tract 8225-113)

**TRACT C-CXII**

Part of the Southeast Quarter of the Northeast Quarter of Section 31, Township 12 North, Range 7 West, described as follows, to-wit: Commencing at a point 440 feet west of the northeast corner thereof, thence west on the quarter section line 880 feet to the northwest corner of said tract; thence south on the quarter section line 1320 feet to the southwest corner of said tract; thence east on the half section line 880 feet; north parallel with the section line 1320 feet to the place of beginning, containing 26 2/3 acres, more or less.

(formerly Hendrich Tract 8225-114)

**TRACT C-CXIII**

All of the Northwest Quarter of the Northeast Quarter of Section 31, Township 12 North, Range 7 West, lying south of the south right of way of Interstate Highway I-70, containing 7.295 acres, more or less.

(formerly Hendrich Tract 8225-115)

**TRACT C-CXIV**

Commencing at a point 805.3 feet north of the southwest corner of Section 31, Township 12 North, Range 7 West, and in the middle of the intersection of the North-South County line road and the County Road commonly known as the Old Bloomington Road; thence north 809.8 feet in the center of the North-South County line road; thence east 330 feet; thence south 1,000.0 feet to the middle of the Old Bloomington Road; thence in a west northwesterly direction in the middle of the Old Bloomington Road 380.6 feet to the place of beginning. Containing in 6.86 acres, more or less.

(formerly Hendrich Tract 8225-116)

**TRACT C-CXV**

A part of the Northwest Quarter of the Southwest Quarter of Section 31, Township 12 North, Range 7 West, and particularly described as follows, to-wit:

Commencing at a point on the west line of said tract 74 rods south of the northwest corner thereof; thence east 86 rods to the east line of said tract; thence north along the said east line 45 rods; thence northwest along a branch of Honey Creek and along the north side thereof 86 rods or to the west line of said quarter quarter section; thence south 52 rods to the place of beginning, containing 26 acres, more or less.

Also, 6 rods in width, more or less, off the south side of the Northwest Quarter of the Southwest Quarter of Section 31, Township 12 North, Range 7 West, being all that part of said quarter quarter section excepting that part heretofore sold by Peter Collins to John Collins by deed dated December 31, 1846, and containing 4 acres, more or less.

Also, beginning at the southwest corner of the Southeast Quarter of the Southwest Quarter of Section 31, Township 12 North, Range 7 West; thence running north 80 rods; thence east 2 rods; thence south 80 rods; thence west 2 rods to the place of beginning, containing 1 acre, more or less.

Excepting the following described tracts, to-wit:

Commencing at a point 805.3 feet north of the southwest corner of Section 31, Township 12 North, Range 7 West, and in the middle of the intersection of the North-South County line road and the County Road commonly known as the Old Bloomington Road; thence north 809.8 feet in the center of the North-South County line road; thence east 330 feet; thence south 1,000.0 feet to the middle of the Old Bloomington Road; thence in a west northwesterly direction in the middle of the Old Bloomington Road 380.6 feet to the place of beginning, containing in all 6.86 acres, more or less, all in Section 31, Township 12 North, Range 7 West, Second Principal Meridian.

Excepting, also, from said Southwest Quarter of the Southwest Quarter of Section 31, Township 12 North, Range 7 West, a tract described as follows, to-wit: Beginning at a point where the south line of said quarter quarter section is intersected by the center of the lower Bloomington Road; thence running west with the south line of said quarter quarter section 16 rods; thence north 10 rods or the center of said lower Bloomington Road; thence southeasterly with the center of said Road to the place of beginning, containing ½ acre, more or less.

(formerly Hendrich Tract 8225-117)

**TRACT C-CXVI**

The Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter, excepting 30.67 acres off the south side of the last described quarter quarter section, containing 57.79 acres, more or less, all in Section 31, Township 12 North, Range 7 West.

(formerly Hendrich Tract 8225-118)

**TRACT C-CXVII**

A part of the Southeast Quarter of the Northeast Quarter of Section 8, Township 11 North, Range 7 West, more particularly described as follows:

All of the real estate in said Southeast Quarter of the Northeast Quarter lying in a triangle northeast of the center of the road commonly referred to as "The Lower Bloomington Road", which said road crosses the northeast corner of said Southeast Quarter of the Northeast Quarter in a northwesterly to southeasterly direction, and containing 1.55 acres, more or less.

(formerly Hendrich Tract 8225-119)

**TRACT C-CXVIII**

A part of the Southeast Quarter of the Northeast Quarter of Section 8, Township 11 North, Range 7 West, described as follows: Beginning at a point on the east line of said Quarter Quarter Section, said point being in the center of the intersection of the road commonly referred to as "The Lower Bloomington Road" and the county road running north and south along the east line of said Quarter Quarter Section; thence running northwesterly along the center of The Lower Bloomington Road a distance of 204 feet to a point; thence running south a distance of 282 feet to a point which is 167 feet west of the east line of said Quarter Quarter Section; thence running east to the east line of said Quarter Quarter Section; being also the center of said county road; thence running north along the east line of said Quarter Quarter Section, being also the center of said county road, to the place of beginning, and containing 0.78 of an acre, more or less.

(formerly Hendrich Tract 8225-120)

**TRACT C-CXIX**

A part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West, described as follows: Commencing at the northwest corner of the Southeast Quarter of the Southwest Quarter of Section 8, Township 11 North, Range 7 West, thence south 313.5 feet; thence east 694.7 feet; thence north 313.5 feet; thence west 694.7 feet to the place of beginning, containing 5 acres, more or less.

(formerly Hendrich Tract 8225-121)

**TRACT C-CXX**

Beginning at a point 421 feet east of the southwest corner of the Southeast Quarter of the Southeast Quarter of Section 19, Township 12 North, Range 7 West; thence east along the section line for a distance of 130 feet, thence north 167.50 feet, thence west 130 feet, thence south to the place of beginning, containing 0.5 acre, more or less.

(formerly Hendrich Tract 8225-122)



**TRACT C-CXXI**

The Northwest Quarter of the Southwest Quarter in Section 17, Township 12 North of Range 7 West containing 40 acres, more or less.

(formerly Hendrich Tract 8225-123)

**TRACT C-CXXII**

Twelve rods square out of the southwest corner of the following described land, to-wit:

Beginning at the southeast corner of the Southeast Quarter of the Southwest Quarter of Section 29, Township 12 North, Range 7 West, running thence west 80 poles, thence north 60 poles, thence east 80 poles, thence south 60 poles to the place of beginning, containing one acre, more or less.

(formerly Hendrich Tract 8225-124)

**TRACT C-CXXIII**

A part of the Northwest Quarter of the Northwest Quarter of Section 30, Township 12 North, Range 7 West described as follows: Beginning at the northwest corner of said quarter, quarter section, thence running east 20 rods; thence south 24 rods; thence west 20 rods; thence north 24 rods to the place of beginning, containing three acres, more or less.

(formerly Hendrich Tract 8225-125)

**TRACT C-CXXIV**

All that part of the West Half of the Northwest Quarter of Section 28, Township 12 North, Range 7 West lying west of the Cory-Staunton Road.

(formerly Hendrich Tract 8225-IDNR)

**TRACT C-CXXV**

28 acres off the east side of the East Half of the Northwest Quarter of Section 6, Township 11 North, Range 7 West.

Also, the Northwest Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West, containing 41.16 acres, more or less.

Also, 27 acres evenly off the north end of the Southwest Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 7 West.

(formerly Hendrich Tract 8225-126)

**AND, THE FOLLOWING DESCRIBED REAL ESTATE IN  
VIGO COUNTY, INDIANA, TO-WIT:**

**TRACT V-I-A**

The Southeast Quarter of the Northwest Quarter of Section 12, Township 11 North,  
Range 8 West.

The Northeast Quarter of the Northwest Quarter of Section 12, Township 11 North,  
Range 8 West, containing 40 acres, more or less.

A plot of land 60 rods north and south by 40 rods east and west off of the south end of the  
West Half of the Northwest Quarter of the Northwest Quarter of Section 12, Township 11  
North, Range 8 West, containing 15 acres, more or less.

A plot of land 40 rods east and west by 20 rods north and south off of the north end of the  
West Half of the Northwest Quarter of the Northwest Quarter of Section 12, Township 11  
North, Range 8 West, containing 5 acres, more or less.

**TRACT V-I-B**

The West Half of the Southeast Quarter and the East Half of the Southwest Quarter, all in  
Section 12, Township 11 North, Range 8 West, containing 160 acres, more or less.

**TRACT V-I-C**

The East Half of the Northeast Quarter of the Southeast Quarter of Section 12, Township  
11 North, Range 8 West, containing 20 acres, more or less.

Also, the West Half of the East Half of the Southeast Quarter of Section 12, Township 11  
North, Range 8 West, containing 40 acres, more or less.

Also, the East Half of the Southeast Quarter of the Southeast Quarter of Section 12,  
Township 11 North, Range 8 West, containing 20 acres, more or less.

(formerly Hendrich Legacy Nos. 28203600 (pt), 28207800, 28209200, 28209201, 28210200, and  
28208900)

**TRACT V-II**

Sixty acres off the south end of the East Half of the Northeast Quarter and the Southwest  
Quarter of the Northeast Quarter of Section 11, Township 11 North, Range 8 West.

Also, the North Half of the Northeast Quarter of the Northeast Quarter of Section 11,  
Township 11 North, Range 8 West, containing 20 acres, more or less.

Also, commencing at a point 28 rods west of the northeast corner of the Northwest  
Quarter of the Northeast Quarter of Section 11, Township 11 North, Range 8 West,

~~running thence due west 25 rods; thence due south 80 rods; thence due east 25 rods,  
thence due north 80 rods to the place of beginning, containing 12 1/2 acres, more or less.~~

~~Also, 14 acres off of the east side of the Northwest Quarter of the Northeast Quarter of  
Section 11, Township 11 North, Range 8 West.~~

~~(formerly Hendrich Legacy Nos. 28201700 and 28203600 (pt))~~

**TRACT V-III**

[Intentionally left blank.]

**TRACT V-IV-A**

~~Forty-seven rods off of the north end of the Northwest Quarter of the Southwest Quarter  
of Section 2, Township 11 North, Range 8 West.~~

**TRACT V-IV-B**

Commencing at the southwest corner of the Northeast Quarter of the Southwest Quarter  
of Section 2, Township 11 North, Range 8 West, running thence east 80 rods; thence  
north 33 rods; thence west 80 rods; thence south 33 rods to the place of beginning,  
containing 16.5 acres, more or less.

(formerly Hendrich Legacy Nos. 28203100 (pt.) and 28203300 (pt.))

**TRACT V-V**

~~The Southeast Quarter of Section 11, Township 11 North, Range 8 West, containing 160  
acres, more or less.~~

~~(formerly Hendrich Legacy No. 28210300)~~

**TRACT V-VI**

**Section I**

47 rods off of the north end of the Northwest Quarter of the Southeast Quarter of Section  
2, Township 11 North, Range 8 West.

Also, commencing at a point 2 rods north of the southwest corner of the Northwest  
Quarter of the Southeast Quarter of said Section 2, Township 11 North, Range 8 West,  
running thence east 41 rods, 13 feet and 9 inches; thence south 2 rods; thence east 38  
rods, 2 feet and 9 inches; thence north 33 rods; thence west 80 rods; thence south 31 rods  
to the place of beginning, containing 15.977 acres, more or less.

Also, commencing at the southwest corner of the Southwest Quarter of the Southeast  
Quarter of Section 2, Township 11 North, Range 8 West, and running thence north 80  
rods; thence east 41 rods, 13 feet and 3 inches; thence south 80 rods; thence west 41 rods,  
13 feet and 3 inches to the place of beginning.

Also, commencing at the southwest corner of the Northwest Quarter of the Southeast  
Quarter of Section 2, Township 11 North, Range 8 West, and running thence north 2

rods; thence east 41 rods, 13 feet and 3 inches; thence south 2 rods; thence west 41 rods, 13 feet and 3 inches to the place of beginning.

Also, the Northeast Quarter of the Southeast Quarter of Section 2, Township 11 North, Range 8 West, containing 40 acres, more or less.

The Southeast Quarter of the Southeast Quarter of Section 2, Township 11 North, Range 8 West, containing 40 acres, more or less.

Also, a strip of equal width 38 rods, 2 feet and 9 inches off the East Side of the Southwest Quarter of the Southeast Quarter of Section 2, Township 11 North, Range 8 West, containing 19 acres, more or less.

## **Section II**

Beginning at the center of Section 2, Township 11 North, Range 8 West, thence east 80 rods; thence north 38 rods and 11 feet; thence southwesterly along the center line of a county road, as formerly located, to a point on the line dividing said section equally north and south, and 20 rods and 11 feet north of the place of beginning; thence south to the place of beginning.

Also, 35 acres off the south end of 50 acres off the east side of the Northeast Quarter of Section 2, Township 11 North, Range 8 West, containing 35 acres, more or less.

Also, commencing at a point 50 rods west of the southeast corner of the East Half of the Northeast Quarter of Section 2, Township 11 North, Range 8 West; thence north 38 rods and 11 feet; thence west 30 rods; thence south 38 rods and 11 feet; thence east 30 rods to the place of beginning, containing 7.25 acres, more or less.

(formerly Hendrich Legacy Nos. 28203400, 28201700, 28203200)

## **TRACT V-VII**

[Intentionally left blank.]

## **TRACT V-VIII**

[Intentionally left blank.]

## **TRACT V-IX-A**

Commencing at the southeast corner of the Southwest Quarter of the Southwest Quarter of Section 13, Township 12 North, Range 8 West, and running thence north 28 1/4 rods; thence east 28 1/4 rods; thence south 28 1/4 rods; thence west 28 1/4 rods to the place of beginning, containing 5 acres, more or less.

## **TRACT V-IX-B**

Beginning at a point 50 rods west of the southeast corner of the Southeast Quarter of the Southwest Quarter of Section 13, Township 12 North, Range 8 West, running thence north 13 rods; thence east 4 rods; thence south 13 rods; thence west 4 rods to the place of beginning.

Commencing at a point 46 rods west of the southeast corner of the Southeast Quarter of the Southwest Quarter of Section 13, Township 12 North, Range 8 West, running thence north 12.66 rods; thence east 12.66 rods; thence south 12.66 rods; thence west 12.66 rods to the place of beginning.

The two above described parcels of real estate contain 1.33 acres, more or less.

**TRACT V-IX-C**

Part of the east 50 rods of the Southeast Quarter of the Southwest Quarter of Section 13, Township 12 North, Range 8 West, and more particularly described as follows, to-wit: Commencing at a point 265 feet west and 565 feet south of the northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 13; thence south 171.3 feet; thence west 171.3 feet; thence north 171.3 feet; thence east 171.3 feet to the place of beginning, and containing 0.673 acres, more or less.

**TRACT V-IX-D**

Fifty rods off the east side of the Southeast Quarter of the Southwest Quarter of Section 13, Township 12 North, Range 8 West.

EXCEPT beginning at a point 50 rods west of the southeast corner of the Southeast Quarter of the Southwest Quarter of Section 13, Township 12 North, Range 8 West, and running thence north 13 rods; thence east 4 rods; thence south 13 rods; thence west 4 rods to the place of beginning.

Also except commencing at a point 46 rods west of the southeast corner of the Southeast Quarter of the Southwest Quarter of Section 13, Township 12 North, Range 8 West, and running thence north 12.66 rods; thence east 12.66 rods; thence south 12.66 rods; thence west 12.66 rods to the place of beginning.

Also except commencing at a point 265 feet west and 565 feet south of the northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 13; thence south 171.3 feet; thence west 171.3 feet; thence north 171.3 feet; thence east 171.3 feet to the place of beginning, containing 0.673 acres, more or less.

Containing in all 23.0 acres, more or less.

(formerly Hendrich Legacy Nos. 28413800, 28414400, 28414800, and 28414900)

**TRACT V-X-A**

~~Nine acres off the east end of the North Half of the Northeast Quarter of Section 14, Township 11 North, Range 8 West.~~

**TRACT V-X-B**

~~A part of the North Half of the Northeast Quarter of Section 14, Township 11 North, Range 8 West, described as follows: The West Half of 53 acres lying between the 18 acres set off to George D. Armstrong and the 9 acres set off to Almaretta Donham in the Vigo Common Pleas Court, Case Number 3040, being an action in partition wherein George D. Armstrong was plaintiff and Chesaphy Armstrong, et al, were defendants.~~

**TRACT V-X-C**

Eighteen acres off the west end of the North Half of the Northeast Quarter of Section 14, Township 11 North of Range 8 West. Except that part conveyed to Lee McDonald and Mary L. McDonald, as shown by deed recorded in Deed Record 247, page 306, records of Recorder's Office of Vigo County, Indiana.

**TRACT V-X-D**

Part of the Northeast Quarter of Section 14, Township 11 North, Range 8 West, described as follows, to-wit: Beginning at a point 18 rods and 14 feet west of the northeast corner of said Section 14, thence south 175 feet, thence west 275 feet, thence north 175 feet, thence east 275 feet to the place of beginning.

**TRACT V-X-E**

Commencing at the northwest corner of the Northeast Quarter of Section 14, Township 11 North, Range 8 West, and running thence east 208' 8 1/4"; thence south 417' 5"; thence west 208' 8 1/2"; thence north 417' 5" to the place of beginning, containing 2 acres, more or less.

**TRACT V-X-F**

The Southwest Quarter of the Northeast Quarter of Section 14, Township 11 North, Range 8 West.

**TRACT V-X-G**

The Southeast Quarter of the Northeast Quarter of Section 14, Township 11 North, Range 8 West.

**TRACT V-X-H**

Part of the North Half of the Northeast Quarter of Section 14, Township 11 North, Range 8 West, commencing 18 rods west of the northeast corner of said section; running thence south 80 rods; thence west 53 rods; thence north 80 rods; thence east 53 rods to the place of beginning, containing 26.5 acres, more or less. Except a 1.10 acre tract of land commencing at a point 18 rods and 14 feet west of the northeast corner of said Section 14; thence south 175 feet; thence west 275 feet; thence north 175 feet; thence east 275 feet to the place of beginning.

**TRACT V-X-I**

The Northwest Quarter of the Southeast Quarter of Section 14; also the East Half of the Southeast Quarter of Section 14, containing 80 acres, except a triangular tract in the southwest corner thereof donated by H. D. Lee for a cemetery; also the Southwest Quarter of the Southeast Quarter of Section 14; all of the above tracts located in Township 11 North, Range 8 West.

(formerly Hendrich Legacy Nos. 28209600, 28207500, 28210400, 28211100 (pt.), 28211100 (pt.), and 28210100)

Case No. 222380-X

**TRACT V-XI**

[Intentionally left blank.]

**TRACT V-XII-A**

The surface only of a tract of land 200 feet wide lying in the East Half of the Northwest Quarter and in the East Half of the West Half of the Northwest Quarter of Section 23, Township 11 North, Range 8 West, more particularly described as follows: Commencing at a point 660 feet west of the northeast corner of the aforesated Northwest Quarter of Section 23, Township 11 North, Range 8 West, and on the north line of said Northwest Quarter; thence west along the north line a distance of 200 feet; thence south 1542.60 feet; thence with a curve to the right having a radius of curvature of 955.02 feet a distance of 1539.56 feet; thence north 85° 20' west a distance of 9 feet to the west line of the East Half of the West Half of the Northwest Quarter of said Section 23; thence south along the aforesated west line a distance of 47 feet to the north right of way of the Penn Central Railroad; thence south 85° 20' east along said north right of way line a distance of 545.31 feet; thence with a curve to the left whose tangent line bearing at the point of intersection with the said north right of way line is north 64° 44' east and whose radius is 1155.02 feet a distance of 1304.92 feet; thence north a distance of 1542.60 feet to the place of beginning, containing 13.97 acres, more or less.

**TRACT V-XII-B**

The East Half of the Northwest Quarter of Section 23, Township 11 North, Range 8 West, except the following tracts: (1) a strip off the north end thereof conveyed to the State of Indiana as shown by Deed Record 222, page 549; (2) tracts of land conveyed to Charlotte A. Jones, etvir. by deeds recorded in Vigo County Deed Record 302 at page 80 and Vigo County Deed Record 319 at page 436, described as follows: Commencing 2009.13 feet east of the northwest corner of said Section 23; thence east 458 feet; thence south 353.22 feet; thence west 458 feet; thence north 353.22 feet to the place of beginning, containing in this exception 3.72 acres; (3) the right of way of the Chicago and Eastern Illinois Railroad Company; (4) that land conveyed to Meadowlark Farms, Inc. by deed recorded on May 22, 1973, in Vigo County Deed Record 359 at page 4032; and (5) that tract of land conveyed to Charlotte A. Jones and described as follows: An undivided one-half interest in: Part of the Northwest Quarter of Section 23, Township 11 North, Range 8 West, which part is described as follows: Beginning at a point 2238.13 feet east and 353.22 feet south of the northwest corner of said quarter section; thence east 229 feet; thence south 125 feet; thence west 229 feet; thence north 125 feet to the place of beginning, containing .66 of an acre, more or less.

The East Half of the West Half of the Northwest Quarter of said Section 23, Township 11 North, Range 8 West, except: (1) a strip off the north end thereof conveyed to the State of Indiana as shown by Deed Record 222, page 549; (2) the right of way of the Chicago and Eastern Illinois Railroad Company; and (3) that land conveyed to Meadowlark Farms, Inc. by deed recorded on May 22, 1973, in Vigo County Deed Record 359 at page 403-2.

(formerly Hendrich Legacy Nos. 28206500 and 28210000)

**TRACT V-XIII-A**

Commencing at the southeast corner of Section 24, Township 12 North, Range 8 West, and extending thence west 60 rods; thence north 26 rods and 11 feet; thence east 60 rods; thence south 26 rods and 11 feet to the place of beginning, except that part conveyed to Joseph Shumaker and Margaret Shumaker, his wife, by deed dated October 14, 1937, and recorded in Deed Record 210, page 424 of the records in the Recorder's Office of Vigo County, Indiana, and containing in all 3.50 acres, more or less.

**TRACT V-XIII-B**

Beginning at the southwest corner of the Southeast Quarter of the Southeast Quarter of Section 24, Township 12 North, Range 8 West, thence east 20 rods; thence north 40 rods; thence west 20 rods; thence south 40 rods to the place of beginning, containing 5 acres.

(formerly Hendrich Legacy Nos. 28402900 and 28401800)

**TRACT V-XIV**

[Intentionally left blank.]

**TRACT V-XV-A**

Fifteen acres evenly off of the south end of 20 acres evenly off of the west side of the West Half of the Northeast Quarter of Section 36, Township 12 North, Range 8 West, and containing 15 acres, more or less.

**TRACT V-XV-B**

Fourteen acres evenly off of the south end of 22 rods evenly off of the east side of the West Half of the Northeast Quarter of Section 36, Township 12 North, Range 8 West of the Second Principal Meridian EXCEPT 2.245 acres, more or less, conveyed to the State of Indiana off of the north end thereof known as Parcel 38 - Project I-70 - 1(32) 12 by order of Judgment Cause #49883, Superior Court of Vigo County, Indiana, dated February 15, 1968, containing 11.755 acres, more or less.

**TRACT V-XV-C**

Beginning 41 rods west and 55.26358 rods south of the northeast corner of the West Half of the Northeast Quarter of Section 36, Township 12 North, Range 8 West; thence south 104.73642 rods to the south line of said Half Quarter Section; thence west on said line 19 rods; thence north to a point 19 rods west of the point of beginning; thence east 19 rods to the point of beginning, and containing 13 acres, more or less.

**TRACT V-XV-D**

Commencing at a point 22 rods west of the northeast corner of the West Half of the Northeast Quarter of Section 36, Township 12 North, Range 8 West, and running thence



south 160 rods; thence west 19 rods; thence north 160 rods; thence east 19 rods to the place of beginning, containing 19 acres, more or less.

Also except that part of the above described tract that lies north of the south right-of-way line of Interstate 70.

**TRACT V-XV-E**

The south 49 acres of the East Half of the Northeast Quarter of Section 36, Township 12 North, Range 8 West, except the following described tract, to-wit: Beginning at the southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 36; thence west 348.48 feet; thence north 125 feet; thence east 348.48 feet; thence south 125 feet along the east boundary line of said Section 36 to the place of beginning.

**TRACT V-XV-F**

Beginning at the southeast corner of the Northeast Quarter of the Northeast Quarter of Section 36, Township 12 North, Range 8 West, thence running 348.48 feet west; thence north 125 feet; thence east 348.48 feet; thence south 125 feet along the east boundary line of said Section 36 to the place of beginning, containing 1 acre, more or less.

**TRACT V-XV-G**

That part of the following described real estate lying north of the center of the Old Bloomington Road: 30 acres evenly off of the west side of the East Half of the Southeast Quarter of Section 36, Township 12 North, Range 8 West, and 40 acres evenly off of the east side of the West Half of the Southeast Quarter of Section 36, Township 12 North, Range 8 West, except the following described tract: Beginning 40 rods east of the center of Section 36, Township 12 North, Range 8 West, thence east 3 rods; thence south 40 rods; thence west 3 rods; thence north 40 rods to the point of beginning.

**TRACT V-XV-H**

All that part of 50 acres off the east side of the East Half of the Southeast Quarter of Section 36, Township 12 North, Range 8 West, lying and being situated north of the center of the road running through said premises, known as the Bloomington Road, containing 30 acres, more or less.

Excepting 7 acres evenly off of the north side thereof, heretofore conveyed to Ferman Latta and Ruth Latta, husband and wife, by Deed dated April \_\_\_\_, 1927, recorded April 29, 1927, in Deed Record 185, page 83 in the Recorder's Office of Vigo County, Indiana.

**TRACT V-XV-I**

Seven acres evenly off of the north side of 50 acres evenly off of the east side of the Southeast Quarter of Section 36, Township 12 North, Range 8 West.

**TRACT V-XV-J**

All that part of 25 acres off of the east side of the Southeast Quarter of the Southeast Quarter of Section 36, Township 12 North, Range 8 West, being situated south of the center of the road running through said premises known as the Bloomington Road, containing 20 acres, more or less, subject to the rights and privileges heretofore, on August 22, 1905, deeded to the Vandalia Coal Company, which deed is recorded in Deed Record 115, page 523 in the Recorder's Office of Vigo County, Indiana.

**TRACT V-XV-K**

Beginning at the northwest corner of the Northwest Quarter of the Southeast Quarter of Section 36, Township 12 North, Range 8 West; thence north 89 degrees 37 minutes 23.4 seconds east along the north line of the said Northwest Quarter of the Southeast Quarter a distance of 627.00 feet; thence south 25 degrees 00 minutes 44.8 seconds west a distance of 192.45 feet; thence north 70 degrees 29 minutes 37.4 seconds west a distance of 318.47 feet; thence south 79 degrees 22 minutes 15.6 seconds west 248.98 feet to the west line of said quarter quarter section, thence north 00 degrees 22 minutes 05.9 seconds west along the said west line a distance of 109.87 feet to the place of beginning. Containing 1.481 acres.

**TRACT V-XV-L**

Beginning at a point 627.00 feet east of the northwest corner of the Northwest Quarter of the Southeast Quarter of Section 36, Township 12 North, Range 8 West and on the north line of the said Northwest Quarter of the Southeast Quarter; thence north 89 degrees 37 minutes 23.4 seconds east along the said north line a distance of 90.39 feet; thence south 00 degrees 46 minutes 24.9 seconds east a distance of 237.00 feet; thence north 70 degrees 29 minutes 37.4 seconds west a distance of 185.61 feet; thence north 25 degrees 00 minutes 44.8 seconds east a distance of 192.45 feet to the place of beginning. Containing 0.654 acre.

(formerly Hendrich Legacy Nos. 28101100, 28104000, 28101200, 28101700, 28102100, 28102300, 28101000, 28101300, 28101900, 28209800, 28104900)

**TRACT V-XVI-A**

Beginning at a point 1,650 feet south of the northwest corner of Section 13, Township 11 North, Range 8 West, and on the west line thereof, and running thence east 346 feet; thence south 132 feet; thence west 346 feet to the west line of said Section 13; thence north along said west line 132 feet to the point of beginning, containing 1.050 acres, more or less.

**TRACT V-XVI-B**

Beginning at a point 1,320 feet south of the northwest corner of Section 13, Township 11 North, Range 8 West, and on the west line thereof, and running thence east 346 feet; thence south 330 feet; thence west 346 feet to the west line of said Section 13; thence north along said west line 330 feet to the point of beginning, containing 2.621 acres, more or less.

**TRACT V-XVI-C**

The North Half of the Southwest Quarter of the Northwest Quarter of Section 13, Township 11 North, Range 8 West, except 15 acres off of the east end thereof; also, except therefrom the following described tract: Beginning at a point 1,320 feet south of the northwest corner of said Section 13 and on the west line thereof, and running thence east 346 feet; thence south 330 feet; thence west 346 feet to the west line of said Section 13; thence north along said west line to the point of beginning, containing 2.621 acres, more or less.

Also, except therefrom the following described tract: Beginning at a point 1,650 feet south of the northwest corner of said Section 13 and on the west line thereof, and running thence east 346 feet; thence south 132 feet; thence west 346 feet to the west line of said Section 13; thence north along said west line to the point of beginning, containing 1.048 acres, more or less.

**TRACT V-XVI-D**

Six acres off the west end of 66 acres off the north side of the Northeast Quarter of Section 13; also, 33 acres off the north side of the Northeast Quarter of the Northwest Quarter of Section 13; also 21 acres off the north side of the Northwest Quarter of the Northwest Quarter of Section 13, containing 60 acres, more or less.

Also, the Northwest Quarter of the Southwest Quarter of Section 13.

Also, the Southwest Quarter of the Southwest Quarter of Section 13, except 1 acre in the southwest corner thereof, being rectangular in form and 16 rods north and south and 10 rods east and west.

Also, the South Half of the Southwest Quarter of the Northwest Quarter; also 15 acres off the east end of the North Half of the Southwest Quarter of the Northwest Quarter and 19 acres off the south side of the Northwest Quarter of the Northwest Quarter, all in Section 13, containing 34 acres.

All of the above described tracts located in Township 11 North, Range 8 West, Vigo County, Indiana.

(formerly Hendrich Legacy Nos. 28210700, 28210800, 28210600, and 28211100)

**TRACT V-XVII-A**

A part of the South Half of the Northwest Quarter of the Southwest Quarter, more particularly described as follows: Commencing at a point 10 rods south of the northwest corner of the South Half of the Northwest Quarter of the Southwest Quarter; thence south along the section line a distance of 10 rods; thence east parallel with the south line of said quarter quarter section 8 rods; thence north parallel with the west section line 10 rods; thence west parallel with the south line of said quarter quarter section 8 rods to the place of beginning, containing ½ acre, more or less. All of the above situated in Section 36 in Township 12 North of Range 8 West of the Second Principal Meridian.

**TRACT V-XVII-B**

A part of the South Half of the Northwest Quarter of the Southwest Quarter, more particularly described as follows: Commencing at a point 20 rods south of the Northwest Quarter of the South Half of the Northwest Quarter of the Southwest Quarter; thence south 20 rods to the southwest corner of said quarter quarter section; thence east along the south line of said quarter quarter section 80 rods to the southeast corner thereof; thence north along the east line of said quarter quarter section 40 rods to the northeast corner of the South Half of the Northwest Quarter of the Southwest Quarter; thence west on the line parallel to the south line of said quarter quarter section, 80 rods to the northwest corner of said South Half of the Northwest Quarter of the Southwest Quarter; thence south along the west line 10 rods; thence east on a line parallel with the south line of said quarter quarter section 8 rods; thence south on a line parallel with the west section line 10 rods; thence west 8 rods to the place of beginning. Containing in all herein conveyed  $19\frac{1}{2}$  acres, more or less.

Also,  $26\frac{2}{3}$  rods off the west side of the South Half of the Northeast Quarter of the Southwest Quarter.

Also, 6 acres off the north side of the Southwest Quarter of the Southwest Quarter.

All of the above situated in Section 36 in Township 12 North of Range 8 West of the Second Principal Meridian, containing  $31\frac{1}{2}$  acres, more or less.

**TRACT V-XVII-C**

A part of Section 36, Township 12 North, Range 8 West, to-wit: All lying south of the Bloomington Road of the following: Commencing at the southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 36; running thence north to the center of said Section 36, thence east 38 rods; thence southwesterly in a straight line to the place of beginning.

Also, beginning  $26\frac{2}{3}$  rods east of the southwest corner of the Northeast Quarter of the Southwest Quarter of said Section 36, running thence north 80 rods to the north line of the Southwest Quarter of said Section; thence west  $6\frac{2}{3}$  rods; thence north to the center of the Bloomington Road; thence southeasterly along the center of said road to the east line of the Southwest Quarter of said Section 36; thence south to the southeast corner of said Northeast Quarter of the Southwest Quarter of said Section 36; thence west to the place of beginning.

Except one-half acre as follows:

Commencing on the northeast corner of the Southwest Quarter of Section 36, Township 12 North of Range 8 West; thence running 5 rods west; thence  $6\frac{1}{2}$  rods south to the place of beginning; thence  $12\frac{1}{2}$  rods south; thence  $6\frac{1}{2}$  rods northwest; thence  $12\frac{1}{2}$  rods north; then  $6\frac{1}{2}$  rods east to the place of beginning, being one-half acre, more or less for the use of a graveyard.

Containing 33.84 acres, more or less.

Except also the following tract, to-wit:

Beginning at a point 234.18 feet south of the northwest corner of the Northwest Quarter of the Southeast Quarter of said Section 36 and on the west line of said Northwest Quarter of the Southeast Quarter; thence south 00 degrees 22 minutes 05.9 seconds east a distance of 1,011.26 feet; thence south 49 degrees 59 minutes 59.8 seconds east a distance of 33.76 feet to the centerline of the Light Road; thence north 25 degrees 00 minutes 44.8 seconds east along the said centerline of the Light Road a distance of 823.05 feet to the intersection of the centerlines of the Light Road and the Bloomington Road; thence north 52 degrees 52 minutes 03.1 seconds west along the centerline of the said Bloomington Road a distance of 207.80 feet; thence continuing along the said centerline of the Bloomington Road north 51 degrees 41 minutes 14.4 seconds west a distance of 100.00 feet; thence continuing along the said centerline of the Bloomington Road north 49 degrees 59 seconds 59.8 seconds west a distance of 171.41 feet; thence south 25 degrees 00 minutes 44.8 seconds west a distance of 11.63 feet to the place of beginning, containing 4.733 acres.

Except also the following tract, to-wit:

Beginning at a point 234.18 feet south of the northeast corner of the Northeast Quarter of the Southwest Quarter of said Section 36, and on the east line of said Northeast Quarter of the Southwest Quarter; thence south 00 degrees 22 minutes 05.9 seconds east a distance of 1,011.26 feet; thence north 49 degrees 59 minutes 59.8 seconds west a distance of 567.70 feet; thence north 25 degrees 00 minutes 44.8 seconds east a distance of 587.82 feet; thence south 49 degrees 59 minutes 59.8 seconds east a distance of 118.98 feet; thence north 25 degrees 00 minutes 44.8 seconds east a distance of 209.79 feet to the place of beginning, containing 5.519 acres.

Also, 20 acres off the east side of the Southeast Quarter of the Southwest Quarter of Section 36, Township 12 North, Range 8 West, of the 2<sup>nd</sup> P.M., containing 20 acres, more or less.

#### **TRACT V-XVII-D**

Beginning at the northeast corner of the Northeast Quarter of the Southwest Quarter of Section 36, Township 12 North, Range 8 West; thence south 89 degrees 16 minutes 26.2 seconds west along the north line of the said Northeast Quarter of the Southwest Quarter a distance of 256.27 feet to the centerline of the Bloomington Road; thence south 49 degrees 59 minutes 59.8 seconds east along the said centerline of the Bloomington Road a distance of 196.86 feet; thence north 79 degrees 22 minutes 15.6 seconds east a distance of 108.01 feet to the east line of said quarter quarter section; thence north 00 degrees 22 minutes 05.9 seconds west along the said east line a distance of 109.87 feet to the place of beginning. Containing 0.512 acre.

#### **TRACT V-XVII-E**

Beginning at the southwest corner of the Southeast Quarter of the Northwest Quarter of Section 36, Township 12 North, Range 8 West, and extending thence east  $26\frac{2}{3}$  rods;

thence north to the center of the Bloomington Road; thence northwesterly along and upon the center line of said road to a point due north of the place of beginning; thence south to the place of beginning.

#### TRACT V-XVII-F

Part of the West Half of the Northwest Quarter, and a part of the North Half of the North Half of the Southwest Quarter, all in Section 36, Township 12 North, Range 8 West, which parts are described as follows: Beginning at the point on the west line of the Northwest Quarter of said Section 36 where said west line intersects the south line of the Bloomington Road as the same is located in this year of 1976; thence easterly along the south line of said road to the point of intersection of the south line of said road with the east line of the West Half of said Northwest Quarter; thence south to the southeast corner of the West Half of the said Northwest Quarter; thence east 440 feet; thence south 660 feet; thence west 1760 feet, more or less, to a point on the west line of said section, 660 feet south of the northwest corner of the Southwest Quarter; thence north 1800 feet, more or less to the place of beginning, containing before the following exception 61.32 acres, more or less.

Except, beginning at a point 660 feet south of the northwest corner of the Southwest Quarter of said Section 36, thence east 250 feet; thence north parallel with the west line of said Section, 1800 feet, more or less, to the south line of the Bloomington Road; thence westerly along the south line of said road to the west line of the Northwest Quarter of said section; thence south along the west line of said section 1800 feet, more or less, to the place of beginning, containing in said exception 10 acres, more or less, and said exception being the land retained by grantors.

Except also all that part thereof appropriated by the State of Indiana in Cause No. 49884 in the Vigo Superior Court pursuant to order entered in Order Book 139, page 97 described as follows, to-wit:

A part of the West Half of the Northwest Quarter of said Section 36 described as beginning 20.00 feet easterly along the north line of said Section 36 and south 0 degrees 13 minutes 30 seconds west 834.35 feet (along the east boundary of Hyde Road) from the northwest corner of said Section 36; thence north 62 degrees 40 minutes 22 seconds east 84.32 feet; thence north 81 degrees 33 minutes 17 seconds east 31.55 feet to the southwest boundary of Root Road (also known as Bloomington Road); thence south 55 degrees 11 minutes 42 seconds east 354.96 feet along said southwest boundary; thence south 49 degrees 56 minutes 30 seconds east 377.02 feet along said southwest boundary; thence south 79 degrees 00 minutes 30 seconds west 273.00 feet; thence south 71 degrees 24 minutes 49 seconds west 302.65 feet; thence south 86 degrees 26 minutes 23 seconds west 133.73 feet to the east boundary of Hyde Road; thence north 0 degrees 13 minutes 30 seconds east 558.72 feet along said east boundary to the point of beginning and containing 5.441 acres, more or less.

Also, a part of the West Half of the Northwest Quarter of said Section 36 described as beginning 20.00 feet easterly (along the north line of said Section 36) and south 0 degrees 13 minutes 30 seconds west

1,393.07 feet (along the east boundary of Hyde Road) from the northwest corner of said Section 36; thence north 86 degrees 26 minutes 23 seconds east 133.73 feet; thence north 71 degrees 24 minutes 49 seconds east 302.65 feet; thence north 79 degrees 00 minutes 30 seconds east 273.00 feet to the southwest boundary of Root Road (also known as Bloomington Road); thence south 49 degrees 56 minutes 30 seconds east 263.80 feet along said southwest boundary; thence north 67 degrees 56 minutes 08 seconds west 89.36 feet; thence north 69 degrees 07 minutes 14 seconds west 121.76 feet; thence north 89 degrees 40 minutes 31 seconds west 61.74 feet; thence south 73 degrees 17 minutes 52 seconds west 602.99 feet; thence south 16 degrees 47 minutes 28 seconds west 51.92 feet; thence south 0 degrees 13 minutes 30 seconds west 225.00 feet; thence north 89 degrees 46 minutes 30 seconds west 40.00 feet to the east boundary of Hyde Road; thence north 0 degrees 13 minutes 30 seconds east 383.48 feet along said east boundary to the point of beginning and containing 2.007 acres, more or less.

Also, a part of the Northwest Quarter of the Northwest Quarter of said Section 36 described as beginning 20.00 feet easterly along the north line of said Section 36 and south 0 degrees 13 minutes 30 seconds west 717.56 feet (along the east boundary of Hyde Road) from the northwest corner of said Section 36, which point of beginning is the intersection of said east boundary with the southwest boundary of Root Road (also known as Bloomington Road); thence south 55 degrees 11 minutes 42 seconds east 128.68 feet along said southwest boundary; thence south 81 degrees 33 minutes 17 seconds west 31.55 feet; thence south 62 degrees 40 minutes 22 seconds west 84.32 feet to said east boundary; thence north 0 degrees 13 minutes 30 seconds east 116.79 feet along said boundary to the point of beginning and containing 0.132 acres, more or less.

Except also all that part thereof appropriated by the State of Indiana in Cause No. 49880 in the Vigo Superior Court pursuant to order entered in Order Book 139, page 156 described as follows, to-wit:

A part of the West Half of the Northwest Quarter of said Section 36 described as beginning south 0 degrees 15 minutes 16 seconds west 712.62 feet (along the east line of said half-quarter section) from the northeast corner of said half-quarter section; thence south 0 degrees 15 minutes 16 seconds west 405.36 feet along said east line; thence south 80 degrees 13 minutes 44 seconds west 10.96 feet; thence south 74 degrees 45 minutes 14 seconds west 236.49 feet; thence south 79 degrees 00 minutes 30 seconds west 241.44 feet; thence north 82 degrees 33 minutes 24 seconds west 94.87 feet; thence south 79 degrees 00 minutes 30 seconds west 4.00 feet to the northeast boundary of Root Road (also known as Bloomington Road); thence northwesterly 717.52 feet along said northeast boundary; thence north 81 degrees 33 minutes 06 seconds east 18.57 feet; thence south 83 degrees 47 minutes 33 seconds east 208.78 feet; thence north 83 degrees 21 minutes 06 seconds east 202.27 feet; thence north 78 degrees 42 minutes 35 seconds east 203.43 feet; thence south 89 degrees 00 minutes 21

seconds east 203.43 feet; thence northeasterly 306.81 feet along an arc to the right and having a radius of 11,589.16 feet and subtended by a long chord having a bearing of north 86 degrees 36 minutes 36 seconds east and a length of 306.80 feet to the point of beginning and containing 8.775 acres, more or less.

Also, a part of the West Half of the Northwest Quarter of said Section 36 described as commencing at the northeast corner of said Half-Quarter Section; thence south 0 degrees 15 minutes 16 seconds west 1,117.98 feet along the east line of said Half-Quarter Section; thence south 80 degrees 13 minutes 44 seconds west 10.96 feet; thence south 74 degrees 45 minutes 14 seconds west 236.49 feet; thence south 79 degrees 00 minutes 30 seconds west 241.44 feet to the point of beginning of this description: thence south 29 degrees 49 minutes 17 seconds east 157.69 feet to the northeast boundary of Root Road (also known as Bloomington Road); thence northwesterly 230.49 feet along said northeast boundary; thence north 79 degrees 00 minutes 30 seconds east 4.00 feet; thence south 82 degrees 33 minutes 24 seconds east 94.87 feet to the point of beginning and containing 0.145 acres, more or less.

#### TRACT V-XVII-G

That part of the Southeast Quarter of the Northwest Quarter of Section 36, Township 12 North, Range 8 West, lying north of the old Bloomington Road, containing 30 acres, more or less.

Also, all that part of the Northeast Quarter of the Northwest Quarter of Section 36, Township 12 North, Range 8 West, containing 10 acres, more or less, lying south of the real estate conveyed to the State of Indiana by deed dated July 14, 1966, and recorded in Deed Record 340 at page 118 in the office of the Vigo County Recorder.

(formerly Hendrich Legacy Nos. 28204600, 28204200, 28209900, 28204700, 28103301, and 28104700)

#### TRACT V-XVIII-A

~~Beginning at a point 450 feet south of the northeast corner of the Southeast Quarter of the Northwest Quarter of Section 11, Township 11 North, Range 8 West, thence with an angle to the right of 53 degrees 12 minutes for 1400 feet; thence south parallel to east boundary of said quarter quarter for 50 feet; thence with an angle to the right of 53 degrees 12 minutes continuing on said bearing to a point on a line 300 feet west and parallel to the east line of the Northwest Quarter of the Southwest Quarter of said Section 11; thence south to a point on the quarter section line 300 feet west of the southeast corner of the Northwest Quarter of the Southwest Quarter of the said Section 11; thence east 300 feet to the southeast corner of said quarter quarter section; thence north along the quarter section line to a point at the southwest corner of the North Half of the Northeast Quarter of the Southwest Quarter of said Section; thence east to the southeast corner of this North Half of the Northeast Quarter of the Southwest Quarter; thence north along the half section line to the point of beginning, containing 45.29 acres, more or less.~~



**TRACT V-XVIII-B**

Four acres off the east end of the South Half of the Southwest Quarter of the Southwest Quarter of Section 11, Township 11 North, Range 8 West, being the same land as set off to Bertha Tobey as shown by decree in partition in Cause No. 19848, Superior Court of Vigo County, as the same appears in Order Book 62, page 442, records of Office of Clerk of Vigo Circuit Court.

The East Half of the Southwest Fourth of Section 11, Township 11 North, Range 8 West, except 20 acres off the North end thereof.

(formerly Hendrich Legacy Nos. 28205700, 28210900, and 28211000)

**TRACT V-XIX-A**

The South Half of the Northeast Quarter of Section 12, Township 11 North, Range 8 West.

**TRACT V-XIX-B**

The North Half of the Northeast Quarter of Section 12, Township 11 North, Range 8 West, except 5 acres off of the north side of the West Half of the Northeast Quarter of the Northeast Quarter of said Section 12, Township and Range as conveyed to William S. Kyle, etux., by deed recorded March 17, 1949, in Vigo County Record 255, page 253.

**TRACT V-XIX-C**

Five acres off of the north side of the West Half of the Northeast Quarter of the Northeast Quarter of Section 12, Township 11 North, Range 8 West.

(formerly Hendrich Legacy Nos. 28206900, 28202400, and 28203600)

**TRACT V-XX-A**

The East Half of the Southwest Quarter of Section 14, Township 11 North, Range 8 West.

Subject to right of way for road as reserved and shown by deed recorded in Deed Record 199, page 462.

Except that part conveyed to State of Indiana as shown by Deed Record 222, page 524, records of Recorder's office of Vigo County, Indiana.

Also, except a tract of land described as follows: Beginning at the southeast corner of the East Half of the Southwest Quarter of said Section 14, thence running west 325 feet, thence north 250 feet, thence east 325 feet, thence south 250 feet to the place of beginning.

Also, except that part thereof as conveyed to James Ronald Hutchcraft by Special Warranty Deed dated November 27, 2005, and recorded December 19, 2005, at

Instrument Number 2005023500, Records of the Recorder's Office of Vigo County, Indiana.

Also, except the following described parcel, to-wit:

All that part of the East Half of the Southwest Quarter of Section 14, Township 11 North, Range 8 West, described as follows: Commencing at a point 660 feet west of the southeast corner and on the south line of the aforesated East Half of the Southwest Quarter; thence north 993.94 feet; thence with a curve to the left whose radius is 1,442.42 feet, a distance of 930.47 feet; thence north 37 degrees 00 minutes west a distance of 218.34 feet; thence with a curve to the right whose radius is 1,134.27 feet, a distance of 677.61 feet to the north line of the said East Half of the Southwest Quarter; thence east to the northeast corner of the said East Half of the Southwest Quarter; thence south along the quarter section line to a point 250 feet north of the southeast corner of said East Half of the Southwest Quarter; thence west 325 feet; thence south 250 feet to the south line of the said East Half of the Southwest Quarter; thence west to the point of beginning, containing 49.13 acres, more or less, that was conveyed by LCC Indiana, LLC to James Ronald Hutchcraft by Special Warranty Deed dated November 27, 2005, and recorded December 19, 2005, as Instrument No. 2005023500 in the office of the Recorder of Vigo County, Indiana.

**TRACT V-XX-B**

Beginning at the northeast corner of the West Half of the Southwest Quarter of Section 14, Township 11 North, Range 8 West, thence south along the quarter quarter section line for a distance of 500 feet; thence west 100 feet; thence north parallel to the quarter quarter section line for a distance of 500 feet to the quarter quarter section line; thence east 100 feet to the place of beginning, containing 1.15 acres, more or less.

(formerly Hendrich Legacy Nos. 28205500, 28210000, and 28206100)

**TRACT V-XXI-A**

A part of the Southwest Quarter of the Southeast Quarter of Section 1, Township 11 North, Range 8 West, more particularly described as follows: Commencing at the southeast corner of the said Southwest Quarter of the Southeast Quarter of said Section 1, Township 11 North, Range 8 West and running thence north 649 feet; thence west 200 feet; thence north 220 feet; thence east 200 feet; thence south 220 feet to a point 649 feet north of the southeast corner of said quarter quarter section.

**TRACT V-XXI-B**

The East Half of the Southeast Quarter of Section 1, Township 11 North, Range 8 West, except the following tract: Beginning at the northeast corner of the said quarter quarter section, thence west 16 rods; thence south 40 rods; thence east 16 rods; thence north 40 rods, containing in said exception 4 acres, and containing in the real estate herein conveyed 76 acres, more or less.

Case No. 222380-X

**TRACT V-XXI-C**

The Northwest Quarter of the Southeast Quarter of Section 1, Township 11 North, Range 8 West, containing 40 acres, more or less.

**TRACT V-XXI-D**

The Southwest Quarter of the Southeast Quarter of Section 1, Township 11 North, Range 8 West, except the following tract: Commencing 649 feet north of the southeast corner of said quarter quarter section; thence west 200 feet; thence north 220 feet; thence east 200 feet; thence south 220 feet to the place of beginning, containing in said exception 1 acre, more or less.

Subject also to roadway rights as granted in that deed of these grantors to Joel L. Miller and Ernestine M. Nasser (now Ernestine M. Nasser Miller), which deed was recorded in Vigo County Deed Record 321 at page 102.

**TRACT V-XXI-E**

Four acres described as follows, to-wit: Beginning at the northeast corner of the Southeast Quarter of Section 1, Township 11 North, Range 8 West, thence running west 16 rods; thence south 40 rods; thence east 16 rods; thence north to the place of beginning.

(formerly Hendrich Legacy Nos. 28203002, 28201500, 28201900, 28202500, 28207000, and 28202400)

**TRACT V-XXII-A**

The Southeast Quarter of the Northeast Quarter of Section 1, Township 11 North, Range 8 West, containing 40 acres, more or less.

**TRACT V-XXII-B**

The Northeast Quarter of the Northeast Quarter of Section 1, Township 11 North, Range 8 West, containing 40 acres, more or less.

**TRACT V-XXII-C**

The West Half of the Northeast Quarter of Section 1, Township 11 North of Range 8 West, except the South Half of the South Half of the South Half of the said West Half of the Northeast Quarter of Section 1, Township 11 North, of Range 8 West.

(formerly Hendrich Legacy Nos. 28202700, 28200700, and 28200900)

**TRACT V-XXIII-A**

Thirty-two and eleven sixteenths acres off the south end of  $88\frac{14}{100}$  acres off the west side

of the Northwest Quarter of Section 1, Township 11 North, Range 8 West, containing 32.6875 acres, more or less.

Also, the Northwest Quarter of the Southwest Quarter of Section 1, Township 11 North, Range 8 West, containing 40 acres, more or less.

Also, commencing at the northwest corner of the Northeast Quarter of the Southwest Quarter of Section 1, Township 11 North, Range 8 West; running thence south 37 rods; thence east 10 rods; thence north 37 rods; thence west 10 rods to the place of beginning, containing 2.3125 acres, more or less.

**TRACT V-XXIII-B**

The Southwest Quarter of the Southwest Quarter of Section 1, Township 11 North, Range 8 West, containing 40 acres, more or less.

**TRACT V-XXIII-C**

Part of the East Half of the Southwest Quarter of Section 1, Township 11 North, Range 8 West, which part is more particularly described as follows, to-wit: Beginning at the southeast corner of the Southwest Quarter of said Section, Township, and Range; thence west 80 rods; thence north 123 rods; thence east 10 rods; thence north 37 rods; thence east 70 rods to the northeast corner of said quarter section; thence south 160 rods to the place of beginning, containing 77.69 acres, more or less.

Also, part of the Southeast Quarter of the Northwest Quarter of Section 1, Township 11 North, Range 8 West, which part is more particularly described as follows, to-wit: Beginning 10 rods east of the southwest corner of said quarter quarter section; thence north 19 rods; thence in a southeasterly direction to a point 12 rods west of the southeast corner of the said quarter quarter section; thence west 58 rods to the place of beginning, containing 3.44 acres, more or less.

**TRACT V-XXIII-D**

Sixty-eight and fourteen hundredths acres off the east side of the Northwest Quarter of Section 1, Township 11 North, Range 8 West, of the 2<sup>nd</sup> P. M., excepting therefrom two tracts as follows: Two acres and 136 square rods sold by James Mewhinney to Thomas Collins, deed recorded in Deed Record 23, page 200. The other tract conveyed by Cinderella Mewhinney to the Trustees of the Mewhinney Burying Grounds, deed recorded in Deed Record 67, page 104, Vigo County Recorder's Office.

**TRACT V-XXIII-E**

Eighty-eight and fourteen hundredths acres off the west side of the Northwest Quarter of Section 1, Township 11 North, Range 8 West, except  $32\frac{11}{16}$  acres off the south end of said 88.14 acres.

(formerly Hendrich Legacy Nos. 28203001, 28203400, 28201700, 28202200, and 28203003)

**Note: No certification is made of the accuracy or precision of the acreage, measurements, or calculations set forth in the description of any of the Insured Premises.**

Case No. 222380-X

**Tract C-XXXVI (Partial)**

All of the Northwest Quarter of Section 9, Township 11 North, Range 7 West EXCEPT:

Beginning at a Mag nail marking the Southwest corner of the Northwest Quarter of said section, thence along the west line of said quarter section, North 00 degrees 50 minutes 08 seconds East, 2637.30 feet to a Mag nail marking the Northwest corner of said quarter section; thence along the North line of said quarter section, South 88 degrees 00 minutes 09 seconds East, 1870.57 feet to a 5/8 inch rebar with cap inscribed "L.S. 29600015 K.W. ROWLAND" (and herein after referred to as an "iron monument"); thence South 00 degrees 21 minutes 48 seconds East, 1331.11 feet to an "iron monument"; thence North 87 degrees 39 minutes 09 seconds West, 254.05 feet to an "iron monument"; thence South 00 degrees 14 minutes 09 seconds West, 1279.13 feet to an "iron monument"; thence North 87 degrees 18 minutes 15 seconds West, 342.48 feet to a Mag Nail in the centerline of Lower Bloomington Road; thence along said centerline, South 52 degrees 17 minutes 33 seconds East, 87.15 feet to a Mag Nail on the South line of said quarter section; thence along said South line, North 87 degrees 18 minutes 15 seconds West, 1385.60 feet to the point of beginning, and containing 107.10 acres, more or less.

PARCEL REPORTS FOR CLAY COUNTY, INDIANA  
FOR RLF CHINOOK PROPERTIES, LLC

PARCEL #1

Fr. West Part SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  Section 15-12-7, .90 acre.

PARCEL #2

Fr. East Part NW  $\frac{1}{4}$  SW  $\frac{1}{4}$  Section 15-12-7, .90 acre

PARCEL #3

Fr. East Part SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  Section 15-12-7, .90 acre

Parcels #1, #2, and #3 made up a spur railroad line that went to Globe Mining Company. These 3 parcels were then sold by Tax Deed to Clay County by Deed Record 134, Page 551, dated August 18, 1948, recorded November 22, 1948. Clay County then deeded the 3 parcels to Ayrshire Collieries Corporation by 3 deeds dated October 3, 1950, recorded October 21, 1950, in Deed Record 136, Page 478, Deed Record 136, Page 479, and Deed Record 136, Page 485.

These parcels eventually were transferred to Meadowlark Farms, Inc. by either deed or mergers.

PARCEL #4

Fr. NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  17-12-7, 1.722 acres

This parcel was deeded to Meadowlark Farms, Inc. by 5 deeds recorded on November 12, 1975 and recorded in Deed Records 174, Page 332 (dated May 1, 1975), Deed Record 174, Page 333 (dated April 24, 1975), Deed Record 174, Page 334 (dated April 21, 1975), Deed Record 174, Page 335 (dated April 12, 1975), and Deed Record 174, Page 337 (April 29, 1975). The legal description was for all of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 17-12-7, 40 acres.

Meadowlark Farms, Inc. then deeded 38.278 acres out of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  Section 17-12-7 to William Lee and Pauline McCullough on November 24, 1975 in Deed Record 174, Page 389. (Corrective Deed recorded December 4, 1975 in Deed Record 174, Page 426.) This deed had an exception of 1.722 acres which makes up the legal for Parcel #4.

PARCEL #5

Fr. W  $\frac{1}{2}$  E  $\frac{1}{2}$  NE  $\frac{1}{4}$  Section 19-12-7, 8 acres

PARCEL #7

Fr. W  $\frac{1}{2}$  SW  $\frac{1}{4}$  Section 20-12-7, 22.50 acres

Parcels #5 and #7 were deeded to Meadowlark Farms, Inc. by Warranty Deed dated January 22, 1973, recorded January 23, 1973 in Deed Record 167, Page 47. The legal description for these 2 parcels comes from this deed.

(Continued)

PARCEL #6

Fr. E $\frac{1}{2}$  NE $\frac{1}{4}$  Section 20-12-7, 19.32 acres

PARCEL #8

Fr. W $\frac{1}{2}$  NW $\frac{1}{4}$  Section 21-12-7, 13.864 acres

Parcels #6 and #8 were deeded to Meadowlark Farms, Inc. by Warranty Deed dated April 31, 1966, recorded October 5, 1966 in Deed Record 153, Page 105.

Parcel #6 comes out of a legal of 70 acres out of the E $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 20-12-7. Parcel #8 comes out of a legal of the W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  Section 21-12-7, 20 acres.

Meadowlark Inc. deeded to the State of Indiana, Department of Natural Resources 50.68 acres out of Parcel #6 and 6.136 acres out of Parcel #8, by Corporate Warranty Deed, dated November 6, 1977, and recorded July 13, 1998 in Deed Record 224, Page 724. The 2 tracts deeded to the State of Indiana, Department of Natural Resources were a part of one legal description for 619.494 acres in Clay County. Therefore, there is no specific legal for the 50.68 acres and the 6.136 acres that were sold out of these 2 parcels.

**QUIET TITLE ACTION  
and  
LETTER OF  
UNDERSTANDING**



## **QUIET TITLE ACTION**

The seller's processor in interest disputed the validity of a Coal Seam Gas Lease dated March 10, 1999, applicable to all of the Tracts. A brief history of that dispute is disclosed in the attached Letter of Understanding dated August 26, 2007, that the Seller negotiated with the current assignee of the Lease, Nytis Exploration Co., LLC. This Letter bound Nytis to ameliorate the terms of the lease at the outset of a renegotiation of the Lease that later broke down.

At the initiation of one of its neighbors in July 2011, the Seller joined with several of its neighbors in filing a Quiet Title action in Indiana state court to obtain a declaratory judgment that the Lease is void. Nytis contested the action, and in March 2013 stipulated with the plaintiffs the facts of the case and submitted them for judgment by the court. The Seller expects to receive the judgment of the court within the next twelve months, after which the losing party may exercise a right of appeal. Consequently, no assurance can be given at this time when the matter will be decided or that the Lease will be declared void.

## LETTER OF UNDERSTANDING

Between RLF Chinook Properties, LLC and Nytis Exploration Co., LLC  
Regarding certain lands in Vigo and Clay Cos., IN  
August 26, 2007

1. Meadowlark, Inc., as lessor, and Addington Exploration, LLC, as lessee, entered into a certain Oil and Gas Lease, dated March 31, 2000 applicable to several acres of land in Clay and Vigo Counties, Indiana (the "2000 Oil and Gas Lease"), and a certain Coal Seam Gas Lease, dated March 10, 1999 applicable to several acres of land in Clay and Vigo Counties, Indiana (the "1999 Coal Seam Gas Lease"). The 2000 Oil and Gas Lease was recorded in Clay County as Instrument No. 200000001902 and in Vigo County as Instrument No. 2005009749. The 1999 Coal Seam Gas Lease was recorded in Clay County as Instrument No. 9900001428, and is unrecorded in Vigo County. Nytis Exploration Company, LLC ("Nytis") is the assignee of Addington Exploration, LLC. LCC Indiana, LLC acquired all of the right, title and interest of Meadowlark, Inc. in the properties subject to the 2000 Oil and Gas Lease and the 1999 Coal Seam Gas Lease, together with such rights as Meadowlark, Inc had in and to any leases of such property. A dispute subsequently arose between LCC Indiana, LLC and Nytis as to the validity of the 2000 Oil and Gas Lease and the 1999 Coal Seam Gas Lease. Prior to resolution of such dispute, RLF Chinook Properties, LLC ("RLF") acquired all of the rights and title of LCC Indiana, LLC applicable thereto. Nytis and RLF have commenced good faith discussions and negotiations to resolve such dispute and corresponding uncertainties by amending or replacing the 2000 Oil and Gas Lease and terminating the 1999 Coal Seam Gas Lease, although such discussions and negotiations, due to the limitations of time, have not been finalized. Nonetheless, Nytis hereby agrees to confirm to RLF, for the benefit of RLF and any grantee of or success to RLF as the owner of any of the surface properties within the premises of the 2000 Oil and Gas Lease or the 1999 Coal Seam Lease, certain commitments and agreements as to any operations that Nytis or its successor may undertake on such premises, whether or not ultimately undertaken pursuant to the 2000 Oil and Gas Lease or the 1999 Coal Seam Lease, or pursuant to any replacement lease executed in lieu thereof. Nytis agrees and confirms that the terms of this instrument are given for One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, and may be relied upon by RLF and its successors and assigns as surface owners of properties within the premises of the 2000 Oil and Gas Lease and the 1999 Coal Seam Gas Lease.
2. Nytis will coordinate and consult with the surface owner prior to conducting any surface operations, including gathering lines and wells. All pipelines will be approved beforehand with the surface owner and will be buried 3 feet or greater. When applicable, Nytis will use all pipelines and conduits existing on the land.
3. Each well site will be mutually agreed upon between the surface owner and Nytis. The total area to be disturbed (including wells and roads) will be agreed upon and settled between the surface owner and Nytis prior to any surface disturbance.
4. Once drilling and completions operations have been finalized and the site has been fully reclaimed and approved by the state of Indiana, it is understood that all wells, drilling facilities, roads, pipelines, equipment, storage areas will be maintained in good condition. In the event that the lease is terminated, all materials and equipment be removed to surface owners satisfaction and Nytis will return the surface to the same condition as it was prior to development.

5. All operations of Nytis will comply to all federal, state and local laws, statues, ordinances, regulations, including environmental and pollution control requirements. The operations conducted by Nytis will be conducted with the highest standard practices in the industry.
6. Nytis will abstain from committing any waste, unnecessary damage, or the deposit of any materials, supplies, or litter on the land.
7. Nytis will promptly pay the surface owner for anticipated damage to the surface, timber, growing crops, fences, livestock and other property. Upon completion of each such separate activity, Nytis will promptly pay the surface owner for any and all damages suffered by them from Nytis' activities not paid for prior.
8. Upon written request, Nytis, at its sole expense, shall enclose with an adequate fence all equipment and excavations, and either immediately repair any fence cut by Nytis or immediately install cattle guards or steel gates upon cutting a fence.
9. Nytis will abstain from drilling, without prior written consent of the surface owner, any well within 200 feet of any pond or other source of water, or any building or improvement in existence at the time of the proposed drilling.
10. Nytis will not use, without prior written consent from the surface owner, any surface water from the land.
11. Nytis will separate and stockpile all topsoil from the excavation work, and upon completion of such work, will fill and level all excavations, replace with top soil and seed or sod excavating areas to surface owners satisfaction.

Respectfully,



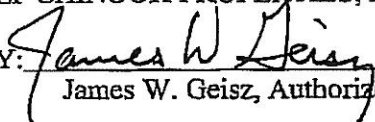
Cathy Raygoza

Land Mgr.

Nytis Exploration Co., LLC

ACCEPTED:

RLF CHINOOK PROPERTIES, LLC

BY:   
James W. Geisz, Authorized Representative





950 North Liberty Drive, Columbia City, IN 46725  
800.451.2709 / 260.244.7606  
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