

Clay & Vigo
Counties

LAND AUCTION

Terre Haute, Indiana

Just 1 Hour West of Indianapolis - Off I-70

419[±]
Acres

Offered in 6 Tracts



INFORMATION BOOKLET

 **SCHRADER**
Real Estate and Auction Company, Inc.

800.451.2709 • SchraderAuction.com

Monday, November 4 • 6pm

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.



SCHRADER REAL ESTATE & AUCTION CO., INC.

950 N. Liberty Dr., Columbia City, IN 46725

260-244-7606 or 800-451-2709

SchraderAuction.com

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BIDDER PRE-REGISTRATION FORM

**TERRE HAUTE, INDIANA
RLF CHINOOK PROPERTIES LLC
MONDAY, NOVEMBER 4, 2013**

This form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Fax # 260-244-4431, no later than Monday, October 28, 2013

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Bidder # _____

Name _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Property or Properties # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

- Brochure Newspaper Signs Internet Radio TV Friend
 Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

- Regular Mail E-Mail E-Mail address: _____
 Tillable Pasture Ranch Timber Recreational Building Sites

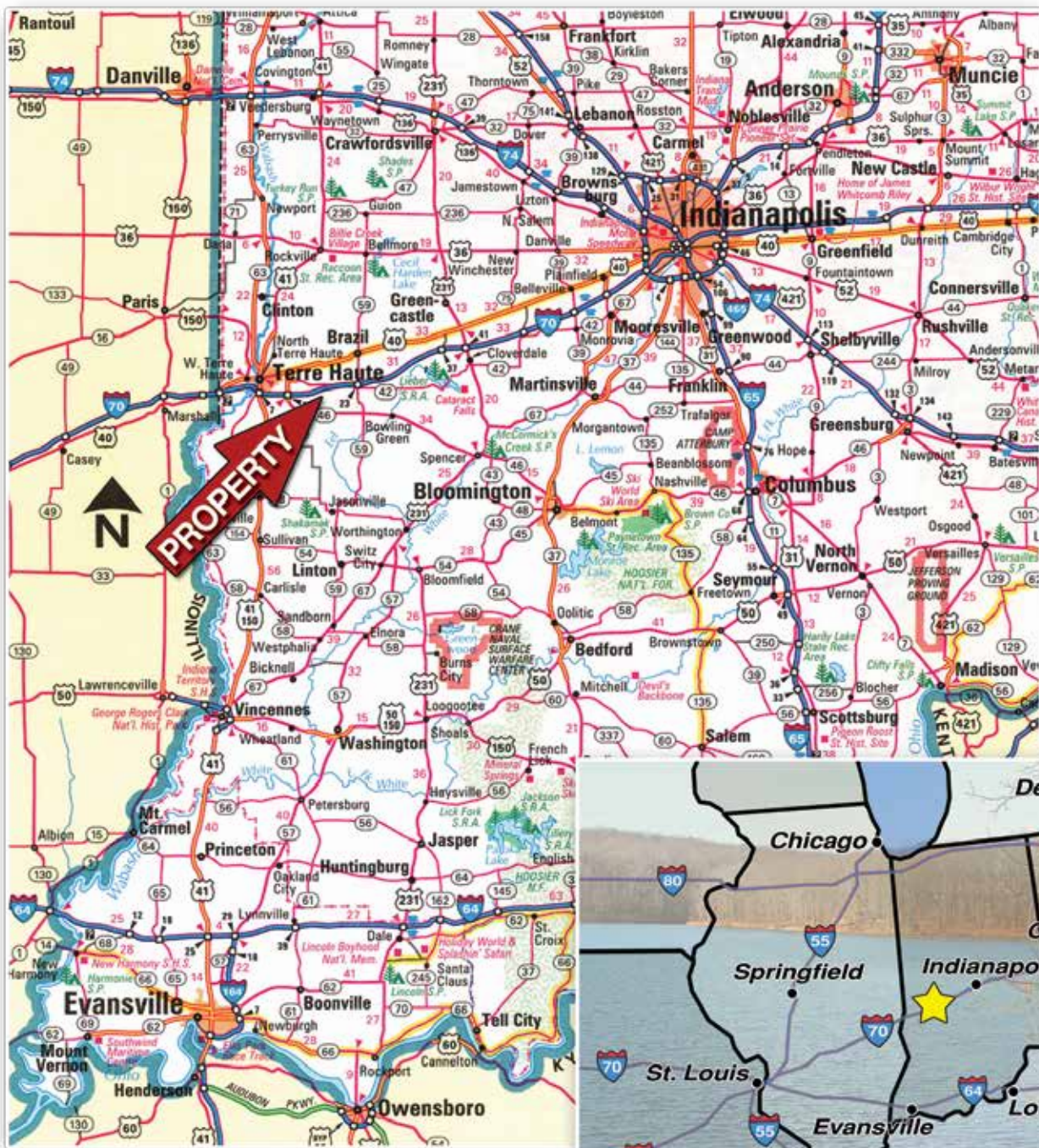
What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

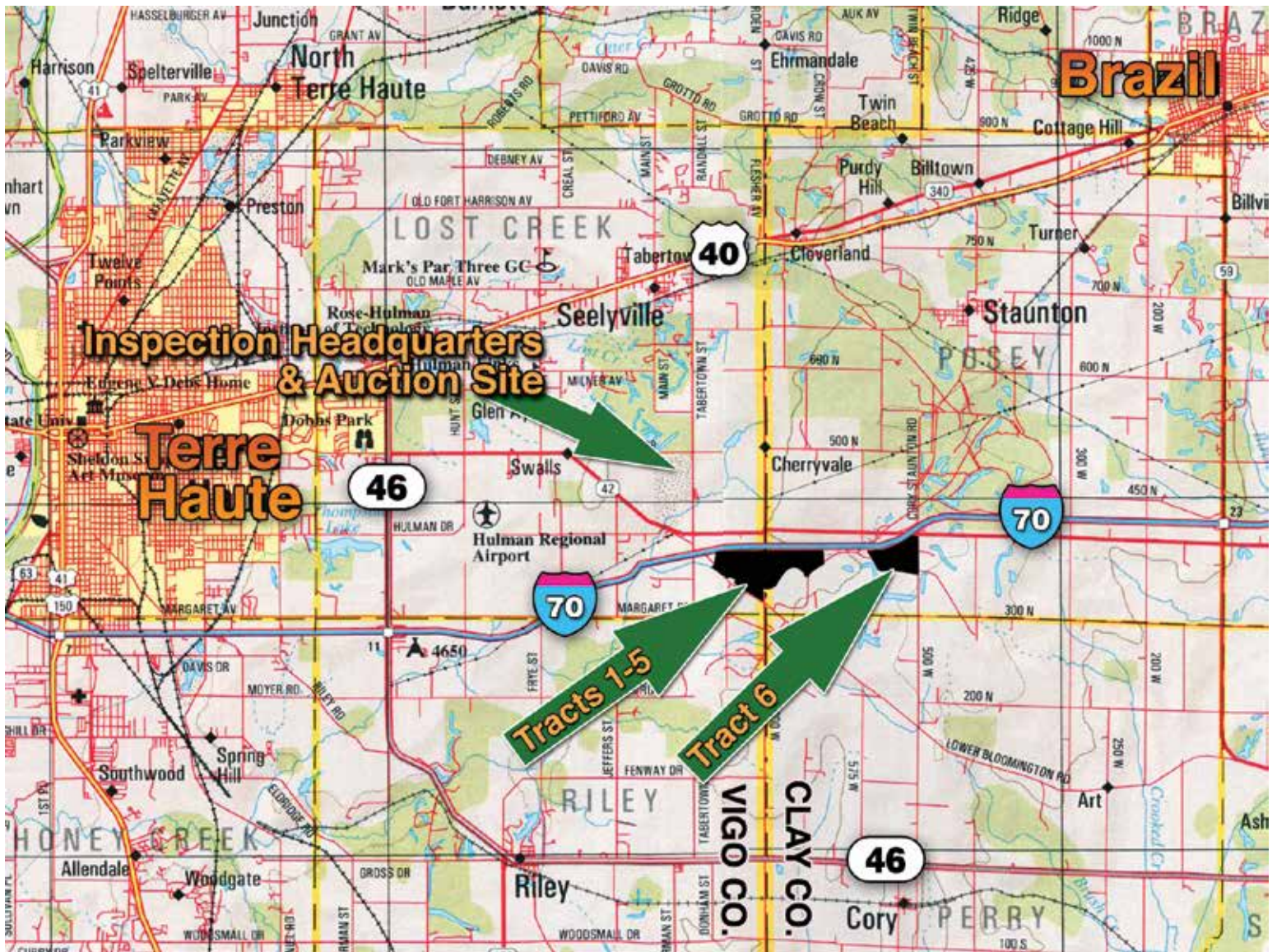
I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

LOCATION MAPS



AREA & GAZETEER MAP



PROPERTY DIRECTIONS:

FROM INDIANAPOLIS: Take I-70 west to Exit 23 (St. Rt. 59) go south .3 miles to St. Hwy 42 go west: **For Tracts 1-5** travel 7 miles to Tabortown Rd. turn south .3 miles to Lower Bloomington Rd. turn east .5 miles. **For Tract 6 from Hwy. 42** travel 4 miles to Co. Rd. 500W Turn south and travel 1 mile.

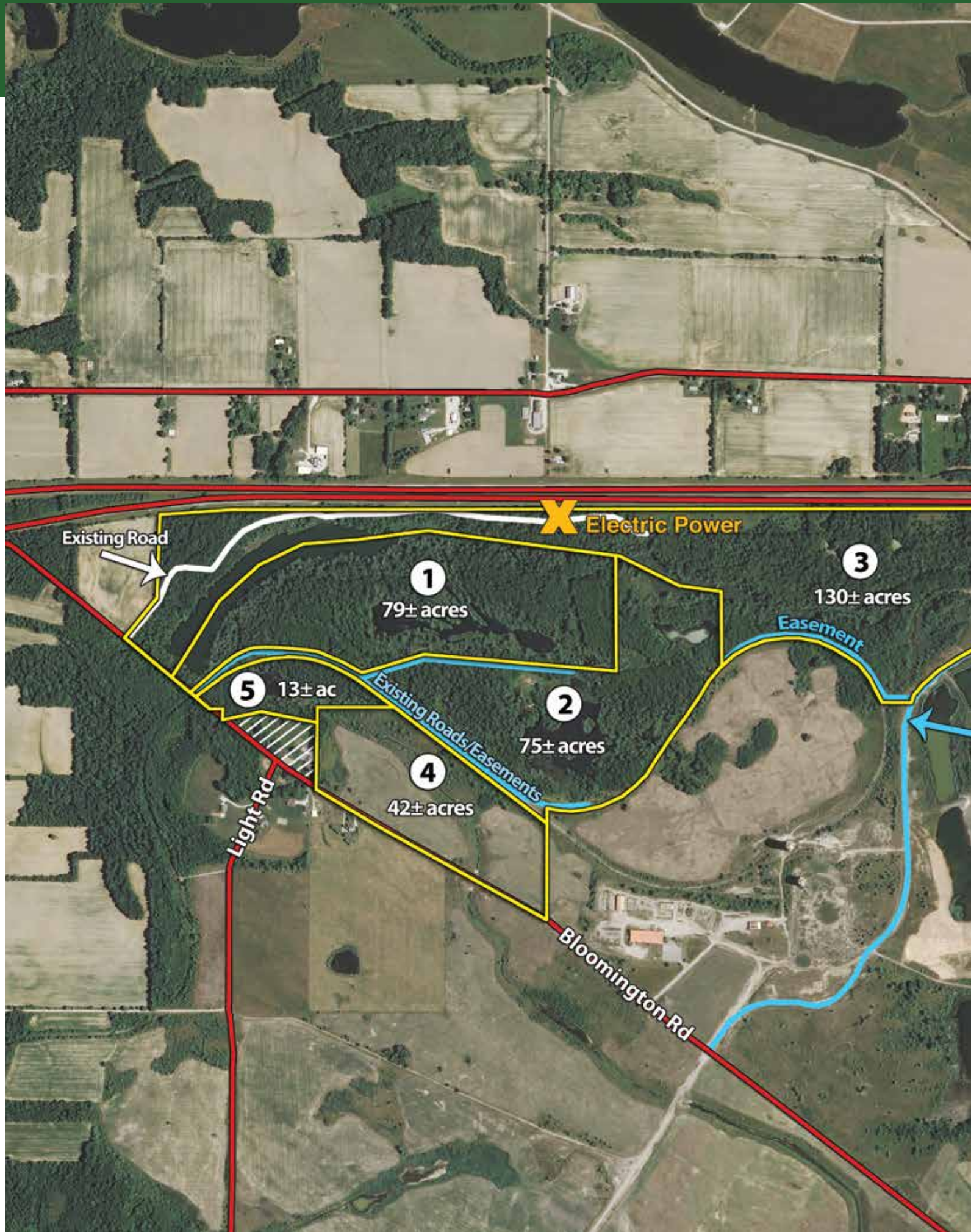
FROM TERRE HAUTE: (Due to SR 42 being closed by Terre Haute International Airport) Take I-70 east to Exit 11 (Hwy. 46) and go north .3 miles to E. Margaret Dr. Turn east 2 miles to S 79th St. (S. Frye St.) turn north .3 mile to Crossland Rd. Go east 1 mile to Palmer St. turn north 1 mile to Hwy. 42. Turn east 1.2 miles to Tabortown Rd. turn south .3 miles to Lower Bloomington Rd. turn east .5 mile to Tracts 1-5.

DIRECTIONS TO AUCTION SITE:

THE WABASH VALLEY FAMILY SPORTS CENTER. Address: 599 South Tabortown Road, Terre Haute, IN.

FROM TERRE HAUTE: (Due to SR 42 being closed by Terre Haute International Airport) Take I-70 east to Exit 11 (Hwy. 46) and go north .3 miles to E. Margaret Dr. Turn east 2 miles to S 79th St. (S. Frye St.) turn north .3 mile to Crossland Rd. Go east 1 mile to Palmer St. turn north 1 mile to Hwy. 42. Turn east 1.2 miles to Tabortown Rd. Turn north .6 miles to the Auction Site.

FROM INDIANAPOLIS: Take I-70 west to Exit 23 (St. Hwy 59) and go south .3 mile to St. Hwy 42. At St. Hwy 42 go west (right) 7 miles to Tabortown Road. At Tabortown Road go north (right) .6 miles to the facility.





42

70

6

80± acres

CR 500 W

Roads/Easements

MINING LEASEHOLD PERMIT

A portion of Tracts 1-3, depicted in the map below, is included in the mining permit area and leasehold created under the Amended and Restated Coal Refuse Recovery Agreement dated as of October 10, 2007, between the Seller and Covol Fuels No. 2, LLC, as amended. Covol has the right to enter those tracts to monitor water quality and perform any reclamation required in connection with the mining permit under the oversight of the Indiana Department of Natural Resources. Covol also has the right, which has never been exercised, to draw water from the large lake between Tracts 1 and 3, utilizing an underground pipeline that traverses Tracts 1-3. The landowner is obligated to refrain from materially interfering with Covol's exercise of its rights under the Agreement. The purchaser(s) of Tracts 1-3 will be required to execute an assignment and assumption of the Agreement in regard to the portion of those Tracts included in the leasehold and traversed by the water pipeline.

Pertinent provisions of the Agreement are set forth below:

3.4 No Material Interference. All of the rights granted above are subject to the other terms and provisions of this Agreement and to the provision that neither party (including any of its affiliates, contactors, lessees or other third parties with whom it has entered into contractual obligations) shall unreasonably interfere with the operations of the other party, which agreement shall include without limitation Covol's agreement not to unreasonably interfere with activities occurring on lands owned by RLF or its grantees, successors or assigns in the vicinity of the Chinook Site.

7.2 Water. RLF further grants Covol the right to access and use all amounts of water available at the Chinook Site to meet its processing and potable water requirements, including water contained in any impoundment ponds within the Chinook Site. If sufficient quantities of suitable process or potable water are not available at the Chinook Site, in Covol's sole discretion, RLF grants Covol the right to utilize water from the water impoundment depicted on Exhibit "C" as well as that portion of the existing 18" main connected to that impoundment to the extent lying West of the boundary line of the Chinook Site and secondarily other bodies of water on adjoining RLF parcels. Covol and RLF shall agree on a mutually acceptable route to install connecting main from the existing 18" main to the Facility and from such other bodies of water to the Facility. Covol agrees to (1) assume any costs to bring any water to the Facility, including making improvements to or maintaining infrastructure, installing interconnection points or above-ground tanks, and (2) pay for any water obtained from non-RLF sources.

19.1 Covol's Reclamation Responsibilities. Promptly following Covol's completion of processing the Refuse Coal from a particular cell, or in the event of any termination of this Agreement, Covol shall commence, and diligently perform to completion, reclamation of those portions of the Chinook Site disturbed by Covol per a reclamation plan (the "Reclamation Plan") which has been approved by the DOR and meets the reclamation requirements of RLF's permit. Covol shall furnish RLF with a copy of its Reclamation Plan. Upon completion of any reclamation which is subsequently approved by the DOR, Covol shall have no further responsibility for the reclamation of such area and such area shall thereafter no longer comprise a portion of the Chinook Site. The provisions of this Section shall survive termination of this Agreement.

MINING LEASEHOLD MAP

EXHIBIT "A"

(Attach drawing of revised Chinook Site depiction, with section boundaries noted and scale depicted in legend)

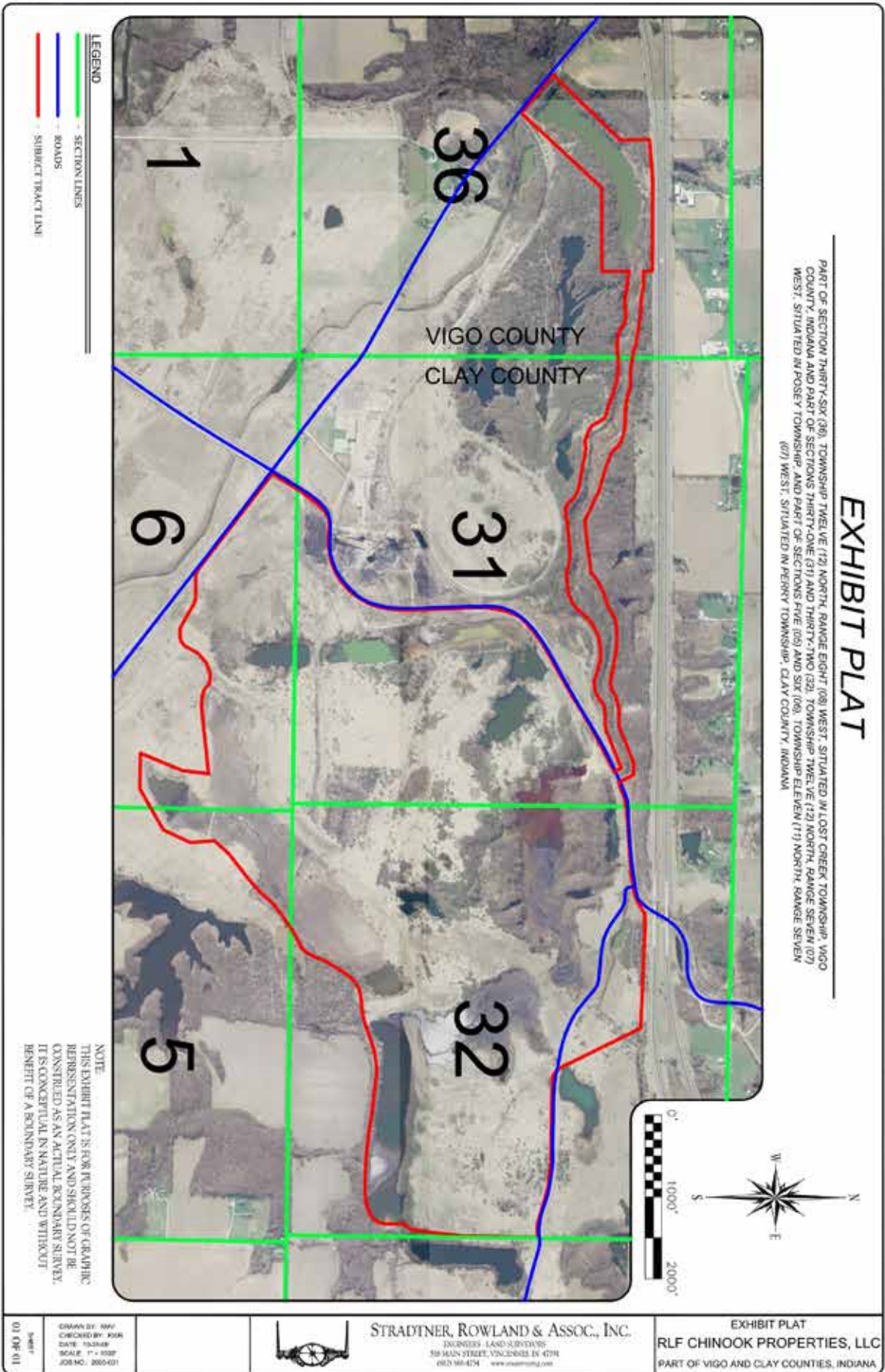
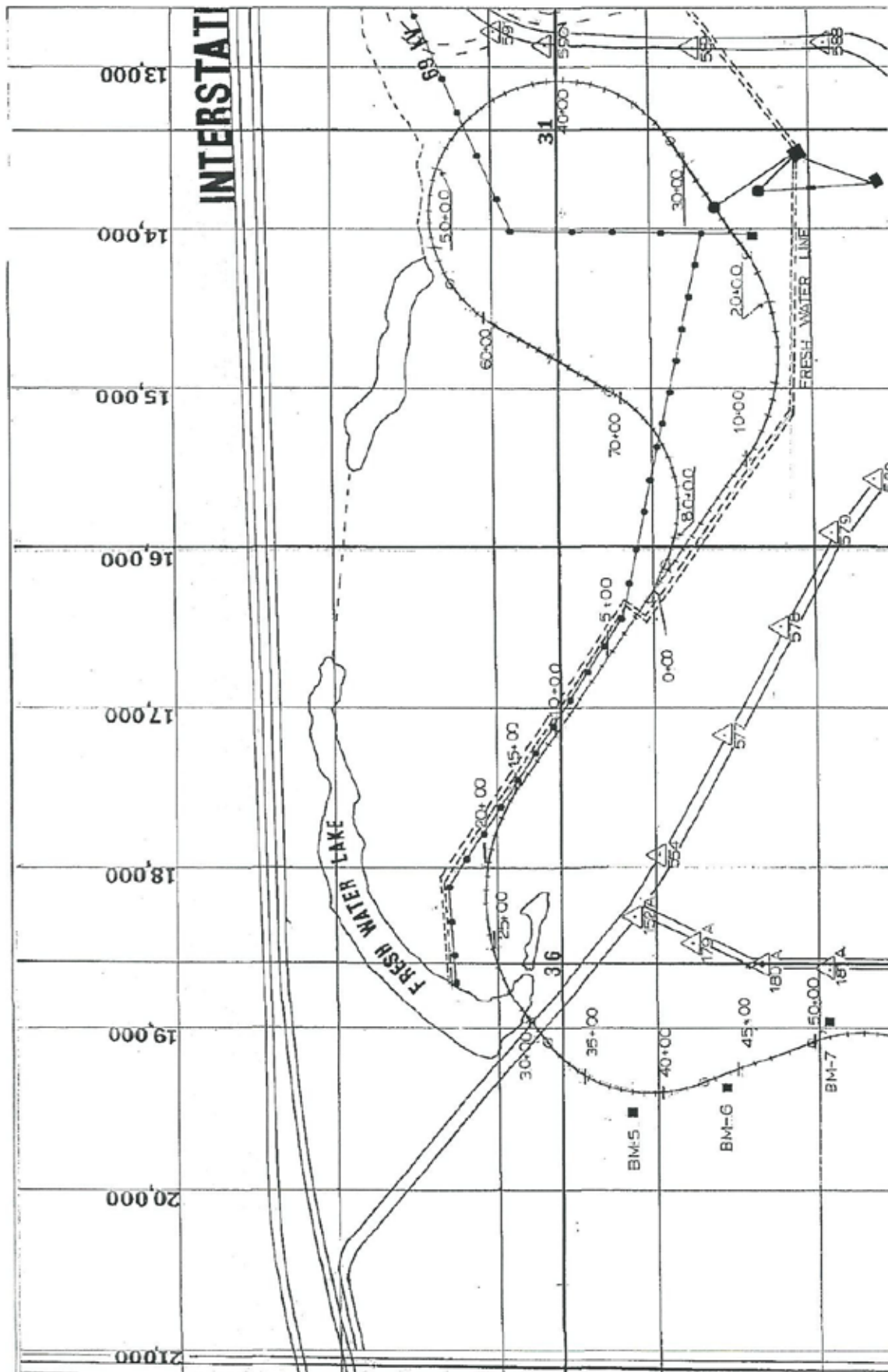


EXHIBIT C

Water Impoundment



RAIL EASEMENT

A rail line on Tract 2 and adjacent to Tracts 1, 3, 4 and 5 is part of six miles of track, connecting the Seller's adjacent property to the East with a rail line of the Indiana Rail Road southwest of these Tracts. Seller owns the six miles of track, together with easements across neighboring properties, and may need to repair, rebuild and maintain the track in order to use it for rail transportation. Consequently, the Seller is reserving from the sale of Tracts 1-5 an easement, like its easements across other neighboring properties, that will be 200 feet in width, 100 feet on either side of the center line of the existing rail line, for purposes of the operation, use, repair and replacement of the rail line.

QUIET TITLE ACTION

The Seller's predecessor 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.

In July 2011, the Seller joined with several neighboring landowners in filing a Quiet Title action in Indiana state court to obtain a judgment declaring the Lease 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. It is anticipated that the Court will render a verdict within the next twelve months, with an applicable appeal period. Consequently, no assurance can be given at this time as to the date for resolution or the ultimate outcome of the case.

LETTER OF UNDERSTANDING

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.

LETTER OF UNDERSTANDING

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.

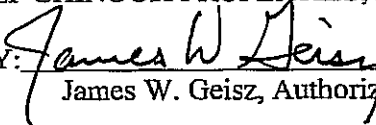
Respectfully,



Cathy Raygoza
Land Mgr.
Nytis Exploration Co., LLC

ACCEPTED:

RLF CHINOOK PROPERTIES, LLC

BY: 
James W. Geisz, Authorized Representative

ACCESS EASEMENTS

Tracts 1 and 2 will be conveyed with a primary access easement for ingress, egress and utilities that is 50 feet wide, running along the existing road situated between the two Tracts and ending at Lower Bloomington Road. This easement will include covenants for road maintenance, as shown in the Road Maintenance Agreement in this booklet.

Tracts 2 and 3 will be conveyed with a secondary access easement for ingress and egress that is 20 feet wide, running along the existing road situated on adjoining property of the Seller that connects the southeastern end of Tract 3 with Lower Bloomington Road (subject to relocation of the road and easement at the expense of the Seller). In addition Tract 2 will be conveyed with a secondary access easement for ingress and egress that is 20 feet wide, running along the existing road situated on Tract 3 that connects the eastern boundary of Tract 2 with the road situated on the Seller's property.

ADDENDUM FOR PRE-CLOSING POSSESSION

ADDENDUM FOR PRE-CLOSING POSSESSION

(This Addendum applies only if Buyer elects to have possession prior to closing.)

Effective as of the _____ day of _____, 20__ (the "Effective Date"), this Addendum is entered into by and between the undersigned _____ ("Seller") and the undersigned Buyer(s) (collectively, "Buyer") as part of an Agreement to Purchase Real Estate, together with Addendum A and all other related exhibits and/or addenda (collectively, the "Purchase Agreement"), pursuant to which Buyer has agreed to purchase approximately ____ acres located in Section __ of _____ Township, _____ County, _____ (the "Real Estate").

1. **Authorized Activities; Right of Entry.** As used in this Addendum, the term "Authorized Activities" refers to hunting, fishing and hiking. Immediately as of the Effective Date, and prior to the delivery of the deed and transfer of title to the Real Estate to Buyer pursuant to the Purchase Agreement (the "Closing"), Buyer shall have the right to enter upon the Real Estate for the sole purpose of conducting Authorized Activities in accordance with and subject to the terms and conditions of this Addendum. Authorized Activities shall be conducted in compliance with all applicable laws and in accordance with reasonable farming practices, taking all reasonable measures to prevent injury to person or damage to property. Until the Closing, Buyer shall not conduct any activities on the Real Estate other than the Authorized Activities. Buyer assumes all responsibility in connection with the Authorized Activities, including but not limited to all energy costs and the cost of maintaining and repairing any irrigation equipment.

2. **Risk of Loss; Indemnification.** For purposes of this Addendum, "Loss" means any injury to or death of any person and/or any damage to or loss of property (whether sustained by Buyer, Seller, or any other person or entity, and whether due to the fault of Buyer or others) directly or indirectly arising out of or resulting from or in any way connected with: (a) the Authorized Activities; (b) the entry upon the Real Estate by Buyer and/or any other person entering upon the Real Estate in connection with the Authorized Activities and/or with the express or implied permission of Buyer and/or (c) any breach of or default with respect to any obligation of Buyer under this Addendum. As a material part of the consideration for Seller's execution of the Purchase Agreement and this Addendum, Buyer assumes all risk of Loss and agrees to defend, protect, indemnify and hold harmless Seller from and against (and to the extent paid by Seller, Buyer agrees to reimburse Seller for): (i) any Loss; and (ii) any and all liabilities, suits, actions, judgments, costs and expenses (including attorneys' fees and expenses) incurred by Seller in connection with any Loss. Buyer's obligation under this paragraph shall survive notwithstanding: (A) Buyer's acquisition of the Real Estate at a Closing; (B) the failure of Buyer to acquire the Real Estate for any reason; and/or (C) the termination of the Purchase Agreement and/or this Addendum for any reason. If Buyer consists of more than one individual and/or entity, Buyer's obligations under this paragraph shall be joint and several as between each such individual and/or entity.

3. **Insurance.** Buyer shall not conduct any Authorized Activities unless Buyer has general liability insurance coverage, in the amount of at least \$1,000,000 combined single limit, insuring against claims for bodily injury, death and/or property damage occurring in connection with Buyer's operations, including the Authorized Activities. Buyer shall provide proof of such insurance prior to conducting any Authorized Activities.

4. **Buyer's Failure to Acquire Real Estate.** If for any reason Buyer fails to acquire the Real Estate pursuant to the Purchase Agreement: (a) the rights of Buyer under this Addendum shall terminate immediately and automatically as of the earliest time that Seller is no longer obligated to sell the Real Estate pursuant to the terms of the Purchase Agreement; and (b) Buyer shall not be entitled to any reimbursement for Buyer's time, expenses and/or inputs in connection with any Authorized Activities.

IN WITNESS WHEREOF, this Addendum is executed effective as of the date first above written.

BUYER(S):

SELLER:

Sign: _____

Print: _____

Sign: _____

Print: _____

ROAD MAINTENANCE AGREEMENT

PRIVATE ROAD EASEMENT AND MAINTENANCE COVENANTS

The undersigned, RLF Chinook Properties, LLC, a Colorado limited liability company (the “Grantor”) is the owner of the land described on Exhibit “1-A” and Exhibit “1-B” attached hereto (the “Tracts”) which are real property located in Vigo County, Indiana. The Grantor does hereby establish the following easement and roadway maintenance covenants for the purpose of providing ingress and egress to the Tracts, for the upkeep and maintenance of the Private Road (as defined below), and for the other purposes set forth herein.

1. Exhibit “2” attached hereto sets forth a description the easement area (“Easement Area”) containing the private road that is the subject of this instrument (the “Private Road”).

2. The Easement Area shall be identified in any subsequent conveyance of the Tracts as an easement for the benefit of all owners of the Tracts or subdivided portion thereof (each, an “Owner” and collectively the “Owners”) and for Grantor, its successors and assigns, and shall be so specified in any other deeds of conveyance that Grantor may execute and deliver to other persons or entities covering Tracts burdened with and/or benefiting from the Easement Area.

3. Each Owner shall have an unobstructed right of ingress and egress over the Private Road within the Easement Areas. Grantor, its successors and assigns, shall also have such an unobstructed right of ingress and egress over the Private Road within the Easement Area as is necessary and convenient to perform reclamation operations and obtain bond release on lands in the vicinity thereof that are subject to a mining permit and reclamation bond. The Easement Areas shall also be available for buried utility lines including, without limitation, underground electric lines, water lines, sewer lines and underground communication lines of every nature and kind, including cable television for the benefit of each Tract or subdivided portion thereof.

4. The Private Road shall be maintained in good and passable condition and all Owners shall share in the cost of maintaining the Private Road to keep it in a good and passable state of repair that is, at minimum, as good as its current condition. The cost of repair, replacement and maintenance of the Private Road shall be assessed to the Owners so that one equal share of such costs is assessed per each Tract. If a Tract is subsequently subdivided into multiple lots, each lot shall be assessed one equal share, subject to the terms of Exhibit 1-B. In the event such an assessment is instituted and unpaid by an Owner, the bill therefore shall become a lien against the applicable Tract or subdivided portion thereof and any dwelling thereon. Said lien may be filed and foreclosed upon by the Road Administrator (as defined below) on behalf of the non-defaulting Owners and is enforceable as any other liens against real estate are enforceable in the State of Indiana, together with reasonable interest thereon and reasonable attorney fees for foreclosure.

5. The cost for maintenance and repair of the Private Road shall be assessed as needed by a road maintenance administrator (the “Road Administrator”). The Road Administrator shall be elected by and may be removed by a majority vote of the Owners, with voting weighted in the same manner shares of road maintenance costs are assessed. The Road Administrator shall be a representative of the Owners, and shall establish an account for road maintenance and receive and disburse road maintenance funds as reasonably necessary. It shall be left to the Road Administrator’s discretion as to when such assessments and road maintenance shall be necessary. The Road Administrator shall not be liable for, and shall be

ROAD MAINTENANCE AGREEMENT

indemnified and held harmless by the Owner against, claims arising from actions undertaken by the Road Administrator in good faith.

6. In the event any Owner, or the Road Administrator on behalf of the Owners, should find it necessary to take legal action to enforce any term of this Agreement, the prevailing party shall be entitled to collect reasonable attorney fees for enforcement of this Agreement.

7. This instrument may be amended by a majority vote of the Owners, with voting weighted in the same manner shares of road maintenance costs are assessed; provided however that numbered paragraphs 1, 2, 3, 7 and 9 may not be amended except with the written approval of all parties having an interest in the Easement Area and the Private Road.

8. Any person or entity acquiring a Tract or portion thereof upon which there is a road maintenance fund delinquency shall be responsible for such delinquency.

9. This Agreement shall be binding on all persons and entities that own or acquire a Tract or portion thereof and their heirs and assigns as well as any future Owner or successor to Grantor who is given rights to use the Easement Areas and Private Roads and shall be deemed a covenant running with the land as to all Tracts.

[Signature page follows]

ROAD MAINTENANCE AGREEMENT

IN WITNESS WHEREOF, said RLF Chinook Properties, LLC, has caused these presence to be duly executed by its authorized officer, duly attested, this ___ day of _____, 2007.

RLF CHINOOK PROPERTIES, LLC

By _____
James W. Geisz, Authorized Representative

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

Before me, a Notary Public, in and for said County and State, personally appeared James W. Geisz, to me known and known to me as an Authorized Representative of RLF Chinook Properties, LLC, a Colorado limited liability company, who acknowledged the execution of the foregoing Private Road Maintenance Covenants for and on behalf of said limited liability company, as his voluntary act and deed and as the voluntary act of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal to this Private Road Maintenance Agreement this ___ day of _____, 2007.

(_____) Notary Public

County of Residence:

My Commission Expires:

THIS INSTRUMENT PREPARED BY: CHARLES A. COMPTON OF THE LAW FIRM OF ZIEMER, STAYMAN, WEITZEL & SHOULDERS, LLP, 20 N.W. FIRST STREET, P. O. BOX 916, EVANSVILLE, INDIANA 47706. TELEPHONE: (812) 424-7575.

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. _____

ROAD MAINTENANCE AGREEMENT

EXHIBIT "1-A"

ROAD MAINTENANCE AGREEMENT

EXHIBIT "1-B"

ROAD MAINTENANCE AGREEMENT

EXHIBIT "2"

Easement Area fifty (50) feet in width, twenty-five (25) feet on each side of the following described centerline:

SHARED LAKE COVENANTS

TRACTS #1 & #3

If Tracts 1 and 3 are sold separately, the following language shall be included in the deed for both Tracts: Grantor's conveyance of the Real Estate is subject to the following, which covenants shall apply to the extent and only to the extent of Grantor's ownership and rights with respect to the lake on the Real Estate and the adjacent tracts: (a) Grantee shall have reasonable, concurrent use with other frontage owners of the entire water surface and shall also have the right to construct a private attached dock of moderate size provided that no such dock may be used for any commercial purpose without the express written consent of all other persons and entities owning water frontage; (b) no alteration or filling of lake fronts or any sort of damming or rerouting of water (including intake and outlet drainage) shall be allowed without the express written consent of all persons and entities owning water frontage.

MINERAL RIGHTS

Sale of the tracts shall include all mineral rights owned by the Seller. All of the tracts are subject to the Oil and Gas Lease (Paid Up) dated as of May 31, 2012, between the Seller and Countrymark Energy Resources, LLC, a copy of which is enclosed. The purchasers of all tracts will be required to execute an assignment and assumption of the Oil and Gas Lease in regard to the tracts that they purchase.

OIL & GAS LEASE

OIL AND GAS LEASE (Paid Up)

THIS OIL and GAS LEASE (the "Lease"), made and entered into effective as of the 31st 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

OIL & GAS LEASE

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.

OIL & GAS LEASE

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

OIL & GAS LEASE

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

OIL & GAS LEASE

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 PROPRIETIES, LLC

By: James W. Leisy

Its: Auth. Rep.

CHINOOK PROJECT, LLC

By: James W. Leisy

Its: Auth. Rep.

COUNTRYMARK ENERGY RESOURCES, LLC

By: [Signature]

Its: VA Exploration

OIL & GAS LEASE

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 PROPRIETIES, 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 31st day of MAY, 2012

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 31st day of MAY, 2012.

My Commission Expires:
11-15-2012

Judy D. Lehman
Notary Public
County of Residence EL PASO



OIL & GAS LEASE

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

OIL & GAS LEASE ADDENDUM

ADDENDUM TO THAT CERTAIN OIL AND GAS LEASE FROM RLF CHINOOK PROPERTIES, LLC, AND CHINOOK PROJECT, LLC, TO COUNTRYMARK ENERGY RESOURCES, LLC.

This Addendum is entered into contemporaneously with, is incorporated into, and comprises an integral part of that certain Oil and Gas Lease from RLF Chinook Properties, LLC and Chinook Project, LLC, collectively referred to as Lessor, to Countrymark Energy Resources, LLC, as Lessee, dated May 31, 2012 (herein the "Lease"). If any conflict exists between the terms of this Addendum and any terms of this Addendum and any term contained in the main body of the Lease, the terms and conditions of this Addendum shall prevail. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Lease.

1. Reserved Rights and Other Minerals. Notwithstanding Lessor's grant of rights herein, Lessor hereby excepts and reserves all coal, and other non-oil and gas rights in and to the Lands, not expressly granted by the provisions of this Lease. Specifically, nothing in this Lease shall prevent or exclude Lessor from leasing the coal underlying the Lands for the production of coal by the underground or the surface or strip mine method or from selling the coal and the Lands to another third party for the purpose of mining and removal of the coal underlying the Lands by such method. Among other things, Lessor excludes and specifically reserves: (i) any right to sell or lease coal in or under the Land; (ii) any right to explore for, mine, operate, produce, remove, or market all hard minerals, rock, and their constituent products including, without limitation, coal, gravel, limestone, and any non-oil and gas minerals or substances. In exercising its reserved rights, Lessor may conduct agricultural, commercial, industrial, residential, recreational, mining, or other non-oil and gas activities or operations on the Lands("Lessor's Operations") and hereby excepts and reserves on behalf of itself its, lessees, successors, assigns, or transferees all rights to conduct such operations.

Notwithstanding the foregoing, in exercising the foregoing reserved rights and/or conducting such Lessor's Operations, Lessor shall not exercise such rights or conduct such operations in any Area of Interest ("AOI" as defined below) in any manner which would prohibit, materially impair or interfere with, or materially increase the costs of Lessee's operations under this Lease unless Lessor has timely objected to Lessee's designation of such AOI as provided below. For purposes hereof, an AOI shall consist of an entire section of approximately 640 acres which has been so designated by Lessee in writing delivered to Lessor at least 15 days prior to Lessee commencing its proposed operations on such AOI (the "Lessee's AOI Notice"). Upon receipt of any Lessee's AOI Notice, Lessor shall have 15 days within which to object to Lessee's designation of the subject AOI. Any objection made by Lessor shall be in writing, shall be made in good faith and not be unreasonable, and shall include an explanation for such objection and state the estimated time period for which such objection may continue or whether such objection is permanent in nature. Upon receipt of such objection from Lessor, Lessee's AOI Notice shall be of no further effect and Lessor's reserved rights shall remain in force and effect with respect to such AOI as provided in the first paragraph of this Section 1. If Lessor fails to object to the designation of an AOI within said 15 day period, Lessor's reserved rights and right to conduct Lessor's Operations thereon shall thereafter be

OIL & GAS LEASE ADDENDUM

subject to and subordinate to Lessee's rights under the Lease if Lessee commences operations with respect to lands included within said AOI within 180 days after Lessor's receipt of Lessee's AOI Notice. For purposes of the foregoing, Lessee's operations with respect to a given AOI shall be deemed to have commenced upon commencement of operations for drilling of the first well within the given AOI. .

The foregoing notwithstanding, the term AOI shall not include the Lands included within the area shown on Exhibit A, attached hereto (the "Industrial Corridor") and the Lands included in Coal Leases (as hereinafter defined) unless Lessor has expressly agreed in writing that Lands included within the Industrial Corridor and/or the Lands covered by the Coal Leases can be included within an AOI. Lessee expressly acknowledges and agrees that its rights under this Lease shall at all times hereafter be subject and subordinate to (a) the rights of White Stallion Coal, LLC and its successors, assigns and sublessees (collectively, "White Stallion") under a Coal Mining Lease (Chinook Project-North) dated December 8, 2011, by and between White Stallion and Lessor, a Short Form Memorandum of which is of record in the Office of the Recorder of Clay County, Indiana, as Instrument No. 201100004218; (b) the rights of White Stallion under a Coal Mining Lease (Chinook Project-South) dated December 8, 2011, by and between White Stallion and Lessor, a Short Form Memorandum of which is of record in the Office of the Recorder of Clay County, Indiana, as Instrument No. 201100004217 and (c) the rights of White Stallion under a Coal Mining Lease dated December 8, 2011, by and between White Stallion and GLG Leasing Corporation, a Short Form Memorandum of which is of record in the Office of the Recorder of Clay County, Indiana, as Instrument No. 201100004219 (collectively, the "Existing Coal Leases"). Lessee shall not, without the prior written consent of Lessor, undertake any activity under this Lease which would adversely impact any operations of Lessor within the Industrial Corridor or White Stallion under the Existing Coal Leases and Lessee will consult, in advance of permitting any such operations, with both Lessor and White Stallion as to its plans and timing. In the event Lessor should grant such consent, any operations by Lessee, its successors or assigns, shall continue to be subordinate to and shall not adversely affect in any way any of Lessor's development or use of the Industrial Corridor or any White Stallion mining operations or rights to conduct mining operations. Upon receipt of notice from Lessor that any such operations of Lessee under this Lease conflict with Lessor's use or development of the Industrial Corridor or with mining operations or rights of White Stallion under the Existing Coal Leases, such oil and gas operations shall immediately cease, all applicable equipment shall be removed and Lessee shall plug all well casings at no expense to Lessor and in accordance with all applicable laws. The terms hereof shall be binding upon and inure to the benefit of the respective successors, assigns, lessees (including White Stallion) or tenants of Lessor and Lessee.

2. Computation of Royalties. Lessor's royalties shall be computed on the basis of the amount that Lessee receives from the sale of any oil, gas or other liquid and gaseous hydrocarbons produced hereunder, or that received by any other entity in which Lessee, its successors or assigns, has any financial interest. If any sale of said oil, gas or other liquid or gaseous hydrocarbons is made to a purchaser, and Lessee should receive any additional amount, either directly or indirectly from the purchaser, whether as a result of a resale thereof by purchaser or otherwise, then in such event, the price of said oil, gas or other liquid or gaseous

OIL & GAS LEASE ADDENDUM

hydrocarbons at the well, or point of sale, shall be increased by this additional amount, and Lessor shall receive its proportionate part thereof.

3. Additional Provisions Relating to "Shut in Gas". Notwithstanding contrary provisions set forth in paragraph 4 of the Lease, this Lease may not be extended solely by reason of the payment of shut-in gas well royalties to the Lessor or its successors for a period in excess of thirty-six (36) consecutive months.

4. Pipeline Depth. The Lessee shall bury all pipelines at least three (3) feet below the surface and the Lessee shall pay for damages to the Land, in addition to damages to growing crops, field tile and improvements, if such damages are caused by or result from Lessee's oil and gas operations upon the Lands.

5. No Warranty of Title. Lessor makes no warranty of title, either express or implied, with respect to the land leased herein and the oil and gas thereunder, all such warranties being expressly disclaimed by Lessor,

6. Lessee's Indemnity Obligations. Lessee hereby agrees to and shall indemnify and hold harmless the Lessor from and against any and all claims for damages resulting from environmental damages arising from the presence of hazardous materials on, about or under the Lands or migrating from the Lands caused by Lessee's operations on the Lands or arising from the violation by Lessee of any federal and state environmental laws or Lessee's violation of any codes, regulations or orders pertaining to the Lands or activities thereon. This indemnification of the Lessor by the Lessee includes any and all reasonable legal costs and fees incurred by the Lessor in connection with any such claims, actions or proceedings and Lessee shall clean up and remedy any environmental damages caused by Lessee's operations. Further, Lessee agrees to and shall hold harmless, defend and indemnify Lessor from and against any liabilities claims, losses, remedies, damages, causes of action, costs and expenses (including attorney's fees) asserted against or incurred by Lessor in any way arising out of or connected with or resulting from (i) a breach of this Lease by Lessee, or (ii) any drilling, exploration, construction, production, operation or any other activity conducted on the Lands covered by this Lease or lands pooled therewith by or on behalf of Lessee, its agents, contractors and employees.

7. Plugging of Wells. Lessee, its successors and assigns, expressly agree to (a) plug or cause to be plugged all non-producing wells for oil or gas drilled by Lessee on the Lands covered by this Lease ("Wells"), without cost, expense or liability to Lessor, its officers, directors, shareholders, employees, lessees, successors or assigns; (b) comply with all laws and other requirements of the State of Indiana applicable to the plugging of each such Well, including, without limitation, all rules and regulations of the Oil and Gas Division of the Indiana Department of Natural Resources; (c) indemnify Lessor and Lessor's officers, directors, shareholders, employees, lessees, successors and assigns, and hold them harmless from all loss, cost, expense or liability of the plugging of such Wells. Notwithstanding the foregoing, Lessee shall not be required to plug any non-producing well unless and until Lessee is required to do so under Indiana law or Lessee, acting as a prudent operator, determines that such well is not reasonably anticipated to be useful or desirable for future operations on the Lands. Such non-producing wells include but are not necessarily limited to: (i) any well used or intended for use

OIL & GAS LEASE ADDENDUM

within twelve (12) months as an injection well for secondary recovery operations benefitting the Land, (ii) any well used or intended for use as a disposal well for salt water produced from the Land or lands pooled or unitized therewith (as permitted by paragraph 5 of the Lease), (iii) any well which Lessee intends to, and within 90 days of such well ceasing production, actually does commence operations to deepen, re-work or re-complete such well in order to establish or re-establish production, and (iv) any well under temporary abandonment status with the Indiana Department of Natural Resources Oil and Gas Division.

8. Pre-drill Consultations. Lessee agrees to consult with Lessor prior to the drilling of any well on the Lands as to the location of wells, lease roads, tank-batteries and other necessary structures required to be erected for producing, saving, selling and transporting oil or gas from the Lands covered by this Lease. The intent of this paragraph is to have such roads and structures located so they will cause the least amount of interference with Lessor's mining plans, use of and farming operations on the Lands covered by the Lease. Lessee shall not use any oil or petroleum-based products on any roadways to Wells on the Lands but may use crushed stone. Upon termination of this Lease and upon Lessor's written request, Lessee shall remove such crushed stone from any such roadway constructed by Lessee on the Lands and Lessee shall use its best efforts to, as reasonably practicable, protect Lessor's top soil in both constructing the roadway and the abandoning of same.

9. Insurance. Prior to the commencement of the drilling of any well on Lands covered by this Lease, Lessee shall deliver to Lessor a certificate of insurance evidencing that the Lessee has general liability insurance of at least \$1,000,000, excess liability insurance or umbrella insurance of at last \$2,000,00 each occurrence, workers' compensation and employer's liability insurance of at least \$1,000,000. Lessor shall be named as an additional insured in such policies of insurance and a certificate evidencing such insurance coverage shall be delivered prior to any drilling activity on the Lands covered by this Lease.

10. Offset Wells. If a well is drilled on land adjoining the Lands and its bottom hole location is within 330 feet from the border of the Lands and such well results in commercial production of oil or gas ("Offset Well") (for the purposes herein, "commercial production" shall be defined as oil and gas production which, after deducting all royalty, overriding royalty, other burdens on the Lease, taxes and all costs and expenses to operate such well ("Expense"), the well will generate more income than Expense), the Lessee shall commence the drilling of a well ("Lease Offset Well") on the Lands offsetting such producing well within ninety (90) days after first sale of production from the Offset Well. Failure to commence drilling such Lease Offset Well within the time constraints described herein shall cause Lessee to forfeit the stratigraphic equivalent of the formation which is producing in the Offset Well, insofar and only insofar as such rights are in a forty (40) acre tract of land directly offsetting the Offset Well if the Offset Well is a gas well producing from any formation; and insofar and only insofar as such rights are in a twenty (20) acre tract of land directly offsetting the Offset Well if the Offset Well is an oil well producing from a limestone formation; and insofar and only insofar as such rights are in a ten (10) acre tract of land directly offsetting the Offset Well if the Offset Well is an oil well producing from a sandstone formation. Upon Lessee's failure to drill a Lease Offset Well, as described herein, Lessee shall file a release of record releasing the aforementioned stratigraphic equivalent of the producing formation in the respective tract of Land. Notwithstanding anything

OIL & GAS LEASE ADDENDUM

to the contrary contained herein or in the Lease to which this Addendum is attached, if Lessee, after diligent effort, is unable to acquire a rig to drill any such Lease Offset Well, the aforementioned time period to commence drilling a Lease Offset Well shall be extended until Lessee acquires any such drilling rig or for an additional period of one year, whichever is the lesser time. Lessee may drill directional or diagonal offsets at its option. Lessee shall not be required to drill more than one (1) Lease Offset Well for each Offset Well drilled.

11. Prohibited Wells. No salt water or other waste material disposal well and no oil or gas underground storage well shall be drilled, operated and maintained upon the Lands without prior written agreement between the Lessor and the Lessee that provides for the conditions and terms upon which such disposal wells or underground storage wells may be drilled and operated upon the Lands. No facilities designed primarily to benefit other leases or lands shall be installed on the Lands until fair compensation in the form of annual rental has been determined and paid to the Lessor. Lessor shall be entitled to fair compensation in the form of annual rentals for all periods during which the Lease is kept in force solely by reason of injection and in such event, this Lease shall remain in force only as to the injected formations.

12. Non-Drilled Land. If the Lease is extended beyond its Primary Term by production of oil and/or gas, this Lease will terminate as of the expiration of the Primary Term as to all portions of the Lands not then included in a production unit established according to the rules and regulations of the State of Indiana ("Non-Drilled Lands"), provided, however, that, if Lessee has exercised its option to extend the Primary Term as set forth in Section 12 of the Lease and Lessee is then engaged in drilling, completing, and/or reworking operations on any such Non-Drilled Lands at the expiration of the Primary Term (as extended pursuant to Section 12 of the Lease) (the "Extended Operations"), Lessee will have the right to complete the Extended Operations within 180 days after the end of the Primary Term before the provisions of this paragraph become effective and if Lessee's Extended Operations result in producing oil and/or gas well(s), this Lease shall continue in effect as to all Lands and in such event, Lessee shall have an additional 90 days following the completion of the prior Extended Operations within which to commence and diligently pursue Extended Operations on other Non-Drilled Lands, and if such operations result in a producing oil and/or gas well within 180 days after the completion of the prior Extended Operations, this Lease shall similarly continue in effect as to all Lands. For each such well on Non-Drilled Lands which Lessee drills and completes as a producing oil or gas well within 180 days after completion of the prior Extended Operations, Lessee shall earn an additional 90 day period within which to commence operations on an additional well and if there results a producing well within 180 days following the completion of the prior Extended Operations, the Lease shall remain in effect as to all Lands. If Lessee fails to commence operations to drill an additional well within 90 days, or fails to complete a producing oil or gas well within 180 days, after completion of the prior Extended Operations, the Lease shall expire as to all Non-drilled Lands at the end of the applicable period. The foregoing notwithstanding, this Lease will terminate as to all Non-Drilled Lands three (3) years after the end of the Primary Term as extended.

Notwithstanding the termination of this Lease as to any Non-Drilled Lands, Lessee shall continue to have the right of ingress and egress to and from the Lands still subject to this Lease for all purposes provided in this Lease, together with such privileges, easements and rights of

OIL & GAS LEASE ADDENDUM

way for roads, pipelines and other facilities on, over and across such portions of the Lands originally covered by this Lease, as may be reasonably required for access to and from the Lands still subject to this Lease and for the gathering and transportation of oil and/or gas produced from the retained Lands.

13. Complete Agreement. The Lease and this Addendum state the entire agreement between Lessor and Lessee and replaces all negotiations, bids, correspondence and other undertakings of any nature by and for Lessor and Lessee with respect to the subject matter. No agreement or modification of this Lease or a waiver of full performance of this Lease shall be binding unless made by written instrument of equal formality signed by Lessee and Lessor. This Lease is binding upon and shall inure to the benefit of the parties together with their successors and assignees.

SEE NEXT PAGE FOR SIGNATURES

OIL & GAS LEASE ADDENDUM

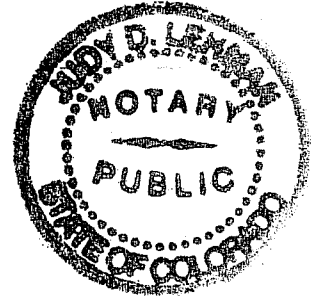
STATE OF ~~INDIANA~~ COLORADO)
) SS:
COUNTY OF ~~VANDEBURGH~~ EL PASO)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared JAMES W. GEISE, known to me to be the Auth. Rep of CHINOOK PROJECTS, LLC, and acknowledged the execution of the foregoing for and on behalf of said limited liability company as his voluntary act and deed.

WITNESS, my hand and Notarial Seal this 31st day of MAY, 2012.

Judy D. Lehman
(JUDY D. LEHMAN) Notary Public

County of Residence: EL PASO My Commission Expires: 11-15-2012



STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, known to me to be the _____ of RLF COUNTRYMARK ENERGY RESOURCES, LLC, and acknowledged the execution of the foregoing for and on behalf of said limited liability company as his voluntary act and deed.

WITNESS, my hand and Notarial Seal this _____ day of _____, 2012.

(_____) Notary Public

County of Residence: _____ My Commission Expires: _____

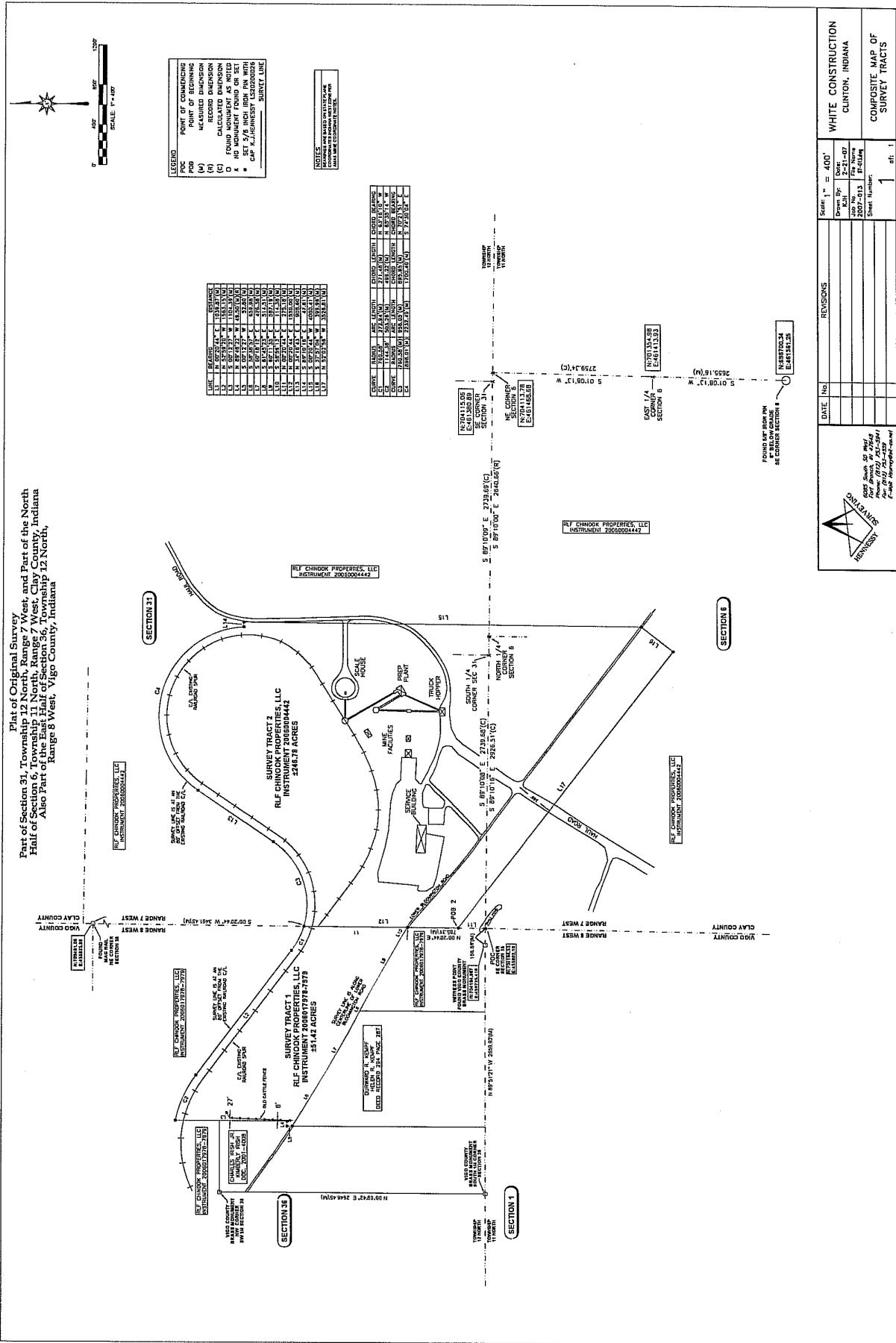
THIS INSTRUMENT PREPARED BY: MARCO L. DELUCIO OF THE LAW FIRM OF ZIEMER, STAYMAN, WEITZEL & SHOULDERS, LLP, 20 N.W. FIRST STREET, P. O. BOX 916, EVANSVILLE, INDIANA 47706. TELEPHONE: (812) 424-7575.

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.

Marco L. DeLucio

EXHIBIT A

SITE PLAN SHOWING INDUSTRIAL CORRIDOR



COMMITMENT

Commitment for Title Insurance – Schedule A

Issued by **Fidelity National Title Insurance Company**



1. Effective Date: September 24, 2013@ 7:00 A.M. Clay County Case No. X1310645

Effective Date: September 3, 2013@ 7:00 A.M. Vigo County

a. Property Address: Multiple Parcels in 31-12-7 and 32-12-7 in Clay County and 36-12-8 in Vigo County, Indiana (FOR INFORMATION ONLY)

2. Policy or Policies to be issued:

a. Owner's Policy (6/17/06): Amount:\$ TBD

Proposed Insured: TBD

b. Loan Policy (6/17/06): Amount:\$ TBD

Proposed Insured: TBD

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

4. Title to the real estate is at the Effective Date vested in: RLF Chinook Properties, LLC, a Colorado Limited Liability Company. Owner acquired title by Special Warranty Deed dated August 30, 2006 and recorded September 1, 2006, in Official Record Book 81, Pages 278-310, in records of the Recorder's Office of Clay County, Indiana, and by Special Warranty Deed dated September 1, 2006 and recorded September 1, 2006, in Instrument Number 2006017978, in records of the Recorder's Office of Vigo County, Indiana and by Quit Claim Deed dated January 27, 2011 and recorded February 9, 2011 at Official Record 19 Page 2195 as Instrument No. 201100000554, records of the Recorder, Clay County, Indiana.

5. The land referred to in this Commitment is described as follows:

Situated in Clay County, State of Indiana, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

Countersigned at Terre Haute
Hendrich Title Company

Authorized Officer or Agent

COMMITMENT

Commitment for Title Insurance – Schedule A

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Issued by **Fidelity National Title Insurance Corporation**

PORTIONS OF THE SURFACE ONLY OF THE FOLLOWING REAL ESTATE:

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-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)

Commitment No. X1310645

COMMITMENT

Commitment for Title Insurance – Schedule A

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Issued by **Fidelity Title Insurance Corporation**

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 ²/₃ acres, more or less.

(formerly Hendrich Tract 8225-97)

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-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 northwesternly direction to the place of beginning.

(formerly Hendrich Tract 8225-111)

Commitment No. X1310645

COMMITMENT

Commitment for Title Insurance – Schedule A

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Issued by **Fidelity National Title Insurance Corporation**

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:

Commitment No. X1310645

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)

Commitment No. X1310645

COMMITMENT

Commitment for Title Insurance – Schedule A

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Issued by **Fidelity Title Insurance Corporation**

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-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-CXIII

All 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. (*sic.*)

(formerly Hendrich Tract 8225-115)

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

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

COMMITMENT

Commitment for Title Insurance – Schedule A

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Issued by **Fidelity National Title Insurance Corporation**

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

COMMITMENT

Commitment for Title Insurance – Schedule A

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Issued by **Fidelity Title Insurance Corporation**

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-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 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

COMMITMENT

Commitment for Title Insurance – Schedule A

Page 8

Issued by **Fidelity National Title Insurance Corporation**

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-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)

Commitment No. X1310645

COMMITMENT

Commitment for Title Insurance – Schedule B – Section 2

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Issued by **Fidelity National Title Insurance Company**

Requirements

The following are the requirements to be complied with:

- Item (a) Payments to or for the account of grantors or mortgagors of the full consideration for the estate or interest to be insured.
- Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
 - 1. Warranty Deed in recordable form from RLF Chinook Properties LLC to TBD conveying fee simple title.
- Item (c) Any judgment prior to closing as a result of Vigo County Superior Court Cause No. 84D02-1107-PL-06587 RLF Chinook Etal vs. Addington Exploration Company LLC.
- Item (d) We must be furnished a copy of (1) the articles of organization, (2) written operating agreement and all amendments thereto, (3) current membership roster, and (4) a certificate of good standing of said limited liability company. Unless the deed is executed by all members, we must also be furnished evidence satisfactory to Lawyers Title Insurance Company that all necessary consents, authorizations, resolutions, notices and actions relating to the sale and the execution and delivery of the deed as required under applicable law and the governing documents have been conducted, given or properly waived.
- Item (e) A completed Disclosure of Sales Information Form executed pursuant to I.C. 6-1.1-5.5 that is accepted by and filed With the County Auditor and accepted by the County Recorder.
- Item (f) Duly executed and appropriate Vendor's and Mortgagor's Affidavits are required so that certain standard Exceptions may be deleted on the Mortgagee's policy. In addition, we will automatically remove the survey Exception on the Mortgagee's policy for 1 to 4 family dwellings; however, we may require a proper ALTA/ACSM Land Title Survey in order to delete the survey exception from mortgagee's policies on other types of property.

Commitment No. X1310645

COMMITMENT

Commitment for Title Insurance – Schedule B – Section 2

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Issued by **Fidelity National Title Insurance Company**

Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment
2. Rights or claims of parties other than insured in actual possession of any or all of the property.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land Survey of the Land. The term “encroachment” includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
4. Unfiled mechanics’ or material men’s liens.
5. The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.
6. Easements, or claims of easements, not shown by the public records.

7. Taxes for 2012 due and payable in 2013:

In Name Of:	RLF Chinook Properties LLC			
Township	Posey			
Description:	Pt NW NW 31-12-7 7 a			
Parcel No.:	008-01900-00	State ID: 11-03-31-200-014.000-011		
Assessed Values	Land:	\$ 6,900.00		
	Improvements	\$ 00.00		
	Exemption	\$ 00.00		
	<u>Spring</u>	<u>Credits</u>	<u>Fall</u>	<u>Credits</u>
Taxes	\$ 49.04	\$ 49.04 pd 5/10/13	\$ 49.04	\$0
Ditch	\$0		\$0	
Cons:	\$0		\$0	
Delinq:	\$0		\$0	
Late/Liens:	\$0		\$0	
PAY AMT:	\$0		\$ 49.04	

Commitment No. X1310645

Continued

COMMITMENT

Commitment for Title Insurance – Schedule B – Section 2

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Issued by **Fidelity National Title Insurance Company**

Taxes for 2012 due and payable in 2013:

In Name Of:	RLF Chinook Properties LLC			
Township	Posey			
Description:	Pt 31-12-7 472.995 a			
Parcel No.:	008-01915-00	State ID: 11-03-31-400-001.000-011		
Assessed Values	Land:	\$ 200,100.00		
	Improvements	\$ 70,100.00		
	Exemption	\$ 00.00		
		<u>Spring</u>	<u>Credits</u>	<u>Fall</u>
Taxes	\$ 1920.18	\$6192.77pd5/10/13	\$ 1920.18	\$0
Ditch	\$0		\$0	
Cons:	\$0		\$0	
Delinq:	\$4272.59		\$0	
Late/Liens:	\$0		\$0	
PAY AMT:	\$0		\$ 1920.18	

Taxes for 2012 due and payable in 2013:

In Name Of:	RLF Chinook Properties LLC			
Township	Posey			
Description:	Pt 32-12-7 565.785 a			
Parcel No.:	008-01930-00	State ID: 11-03-32-200-012.000-011		
Assessed Values	Land:	\$298,200.00		
	Improvements	\$ 00.00		
	Exemption	\$ 00.00		
		<u>Spring</u>	<u>Credits</u>	<u>Fall</u>
Taxes	\$ 2119.16	\$2119.16pd5/10/13	\$ 2119.16	\$2119.16pd7/11/13
Ditch	\$0		\$0	
Cons:	\$0		\$0	
Delinq:	\$0		\$0	
Late/Liens:	\$0		\$0	
PAY AMT:	\$0		\$0	

VIGO

Taxes for 2012 due and payable in 2013:

In Name Of:	RLF Chinook Properties LLC			
Township	Lost Creek			
Description:	Prt N ½ NW SE 36-12-8 2.647 ac			
Parcel No.:	84-07-36-400-009.000-007			
Assessed Values	Land:	\$ 900.00		
	Improvements	\$ 00.00		
	Exemption	\$ 00.00		
		<u>Spring</u>	<u>Credits</u>	<u>Fall</u>
Taxes	\$8.27	\$8.27	\$8.27	\$0
Ditch	\$0		\$0	
Cons:	\$0		\$0	
Delinq:	\$0		\$0	

COMMITMENT

Commitment for Title Insurance – Schedule B – Section 2

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Issued by **Fidelity National Title Insurance Company**

Late/Liens: \$0 \$0

PAY AMT: \$0 \$8.27

Taxes for 2012 due and payable in 2013:

In Name Of: RLF Chinook Properties LLC

Township: Lost Creek

Description: All N of Rd In SE SW 36-12-8 30.000ac

Parcel No.: 84-07-36-100-012.000-007 (New Parcel 84-07-36-100-018.000-007)

Assessed Values Land: \$ 22,300.00

Improvements \$ 00.00

Exemption \$ 00.00

	<u>Spring</u>	<u>Credits</u>	<u>Fall</u>	<u>Credits</u>
Taxes	\$204.96	\$204.96	\$204.96	\$204.96

Ditch \$0 \$0

Cons: \$0 \$0

Delinq: \$0 \$0

Late/Liens: \$0 \$0

PAY AMT: \$0 \$0

Taxes for 2012 due and payable in 2013:

In Name Of: RLF Chinook Properties LLC

Township: Lost Creek

Description: Prt W 1/2 NE 36-12-8 37.660ac

Parcel No.: 84-07-36-200-015.000-007

Assessed Values Land: \$ 8,400.00

Improvements \$ 00.00

Exemption \$ 00.00

	<u>Spring</u>	<u>Credits</u>	<u>Fall</u>	<u>Credits</u>
Taxes	\$77.20	\$77.20	\$77.20	\$0

Ditch \$0 \$0

Cons: \$0 \$0

Delinq: \$0 \$0

Late/Liens: \$0 \$0

PAY AMT: \$0 \$77.20

Taxes for 2012 due and payable in 2013:

In Name Of: RLF Chinook Properties LLC

Township: Lost Creek

Description: NE Prt SE N of Rd 36-12-8 58.50ac

Parcel No.: 84-07-36-400-015.000-007

Assessed Values Land: \$19,100.00

Improvements \$ 00.00

Exemption \$ 00.00

	<u>Spring</u>	<u>Credits</u>	<u>Fall</u>	<u>Credits</u>
Taxes	\$175.55	\$175.55	\$177.55	\$0

Ditch \$0 \$0

Cons: \$0 \$0

Delinq: \$0 \$0

Late/Liens: \$0 \$0

PAY AMT: \$0 \$177.55

COMMITMENT

Commitment for Title Insurance – Schedule B – Section 2

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Issued by **Fidelity National Title Insurance Company**

Commitment No. X1310645

Taxes for 2012 due and payable in 2013:

In Name Of:	RLF Chinook Properties LLC			
Township	Lost Creek			
Description:	Prt NE NW 36-12-8 10.000ac			
Parcel No.:	84-07-36-100-016.000-007 (New Parcel 84-07-36-100-018.000-007)			
Assessed Values	Land:	\$8,600.00		
	Improvements	\$ 00.00		
	Exemption	\$ 00.00		
	<u>Spring</u>	<u>Credits</u>	<u>Fall</u>	<u>Credits</u>
Taxes	\$79.04	\$79.04	\$79.04	\$79.04
Ditch	\$0		\$0	
Cons:	\$0		\$0	
Delinq:	\$0		\$0	
Late/Liens:	\$0		\$0	
PAY AMT:	\$0		\$0	

Taxes for 2012 due and payable in 2013:

In Name Of:	RLF Chinook Properties LLC			
Township	Lost Creek			
Description:	Off E Side W ½ NE S O Hwy 36-12-8 14.000 ac			
Parcel No.:	84-07-36-200-016.000-007			
Assessed Values	Land:	\$3,100.00		
	Improvements	\$ 00.00		
	Exemption	\$ 00.00		
	<u>Spring</u>	<u>Credits</u>	<u>Fall</u>	<u>Credits</u>
Taxes	\$28.49	\$28.49	\$28.49	\$0
Ditch	\$0		\$0	
Cons:	\$0		\$0	
Delinq:	\$0		\$0	
Late/Liens:	\$0		\$0	
PAY AMT:	\$0		\$28.49	

Taxes for 2012 due and payable in 2013:

In Name Of:	RLF Chinook Properties LLC			
Township	Lost Creek			
Description:	S End E ½ NE 36-12-8 50.000 ac			
Parcel No.:	84-07-36-200-017.000-007			
Assessed Values	Land:	\$12,200.00		
	Improvements	\$ 00.00		
	Exemption	\$ 00.00		
	<u>Spring</u>	<u>Credits</u>	<u>Fall</u>	<u>Credits</u>
Taxes	\$112.13	\$112.13	\$112.13	\$0
Ditch	\$0		\$0	
Cons:	\$0		\$0	
Delinq:	\$0		\$0	
Late/Liens:	\$0		\$0	
PAY AMT:	\$0		\$112.13	

COMMITMENT

Commitment for Title Insurance – Schedule B – Section 2

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Issued by **Fidelity National Title Insurance Company**

Commitment No. X1310645

Taxes for 2013 payable in 2014 are a lien, but the duplicates are not yet available in the Treasurer's Office. See Treasurer's Office for amounts due. NOTE: The parcel numbers are provided for information only. The Company neither guarantees nor insures the accuracy or completeness thereof. You are advised that you should not rely upon these numbers and should independently verify the accuracy thereof.

8. All prior conveyances, leases, grants, exceptions and/or reservations of the coal, oil, gas, coalbed methane, coal mine methane, and any and all other hydrocarbons, and all other minerals and mineral substances, whether in solid, liquid, or gaseous state, without regard to whether the same is associated with any other mineral, along with surface rights as the same may appear in public records.
9. 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. 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.
10. Rights of the public in and to any rights-of-way or roadways adjacent to or crossing the subject property. Rights of the Public and others entitled thereto, in and to the use of that portion of the insured premises used for road purposes.
11. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
12. 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.
13. Rights of public utilities to the continued use of all existing facilities, if any, which affect vacated alley tracts.
14. 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
15. Federal Bankruptcy proceedings of the Federal District Court not transcribed to Clay or Vigo County, Indiana, within the past twelve months.
16. Our searches of the Clay and Vigo County Courts are limited to a search of the Judgment Dockets only as provided by the General Assembly of the State of Indiana. (We make no certification as to traffic violations.)
17. Any enforcement of any local, county, state, or federal environmental or other land use rules, regulations, or statutes.
18. Zoning, restrictions, and prohibitions imposed by governmental authority, and any violations thereof.

Commitment No. X1310645

COMMITMENT

Commitment for Title Insurance – Schedule B – Section 2

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19. As to all tracts, loss arising out of the enforcement of rights of Clay and Vigo Counties, 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 78 East (Moyer Road) filed by Amax Coal Company, which decree is dated July 9, 1984, and appears in Commissioners' Record 76, page 83;
 - B. 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 Light 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 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;
 - 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 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;
 - E. 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 2, 1985, as to County Road 92 South (Tabertown Road) filed by Amax Coal Company, which decree is dated July 2, 1985, and appears in Commissioners' Record 78, page 42;
 - F. 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 2, 1985, as to County Road 78 East (Moyer Road) filed by Amax Coal Company, which decree is dated July 2, 1985, and appears in Commissioners' Record 78, page 42;
 - G. 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;
 - H. 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 78 East (Moyer Road) filed by Amax Coal Company, which decree is dated July 28, 1986, and appears in Commissioners' Record 80, page 136;
 - I. 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 Light Road filed by Amax Coal Company, which decree is dated July 28, 1986, and

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appears in Commissioners' Record 80, page 136;

- J. A decree of the Board of County Commissioners of Vigo County, Indiana, entered pursuant to a Petition for Extension of Temporary Road Closure dated September 25, 1987, as to County Road 92 South (Tabertown Road) filed by Amax Coal Company, which decree is dated September 25, 1987, and appears in Commissioners' Record 82, page 182;
 - K. A decree of the Board of County Commissioners of Vigo County, Indiana, entered pursuant to a Petition for Extension of Temporary Road Closure dated September 25, 1987, as to County Road 92 South (Tabertown Road) filed by Amax Coal Company, which decree is dated October 5, 1987, and appears in Commissioners' Record 82, page 182;
 - L. A decree of the Board of County Commissioners of Vigo County, Indiana, entered pursuant to a Petition for Extension of Temporary Road Closure dated September 25, 1987, as to County Road 78 East (Moyer Road) filed by Amax Coal Company, which decree is dated October 5, 1987, and appears in Commissioners' Record 82, page 182; and
 - M. 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.
20. 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, and recorded June 10, 2005, as Instrument #2005009750 in the office of the Recorder of Vigo 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, and recorded June 30, 2005, as Instrument #2005011038 in the office of the Recorder of Vigo 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, and recorded May 20, 2005, as Instrument #2005008414 in the office of the Recorder of Vigo 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 was recorded May 9, 2006, as Instrument #2006010159 in the office of the Recorder of Vigo 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, and was recorded May 9, 2006, as Instrument #2006010159 in the office of the Recorder of Vigo 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

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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.)

21. 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.
22. 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.
23. As to all tracts, loss arising out of the enforcement of the covenants appearing in a certain Corrective Special Corporate Warranty Deed from Meadowlark, Inc. *et al.* to LCC Indiana, LLC dated September 30, 2004, and recorded May 23, 2005, as Instrument No. 2005010626 in the office of the Recorder of Vigo County, Indiana, and a 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.
24. 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, and a Corrective Special Corporate Warranty Deed from Meadowlark, Inc. to LCC Indiana, LLC dated September 30, 2004, and recorded June 23, 2005, as Instrument #2005010626 in the office of the Recorder of Vigo County, Indiana.
25. 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.
26. As to all tracts, loss arising out of proceedings to vacate county highways.
27. 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.
28. 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.

AS TO TRACTS LYING IN CLAY COUNTY

29. 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.

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30. 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.)

31. 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.)

32. As to all Clay County tracts, loss arising out of the conveyance of the following described real estate in Clay County, Indiana, to-wit:

A part of the West Half of the Northeast Quarter of the Northeast Quarter of Section 31, Township 12 North, Range 7 West, Clay County, Indiana, described as follows: Beginning on the west line of said quarter-quarter section north 0 degrees 52 minutes 00 seconds east 247.50 feet from the southwest corner of said quarter-quarter section, which point is the northwest corner of the owner's land; thence south 88 degrees 39 minutes 43 seconds east 467.62 feet along the north line of the owner's land; thence south 84 degrees 05 minutes 22 seconds west 201.37 feet; thence north 89 degrees 13 minutes 00 seconds west 267.64 feet to the west line of said quarter-quarter section; thence north 0 degrees 52 minutes 00 seconds east 28.00 feet along said west line to the point of beginning and containing 0.222 acres, more or less.

A part of the Northwest Quarter of the Northwest Quarter of Section 32, Township 12 North, Range 7 West, Clay County, Indiana, described as follows: Commencing at the northwest corner of said section; thence south 0 degrees 45 minutes 00 seconds west 1078.20 feet along the west line of said section to the north line of the owner's land; thence south 88 degrees 02 minutes 26 seconds east 44.90 feet along said north line to the point of beginning of this description; thence south 88 degrees 02 minutes 26 seconds east 571.15 feet along said north line to the corner of the owner's land; thence north 61 degrees 52 minutes 00 seconds east 775.54 feet along the northwestern line of the owner's land to the west boundary of County Road 49 S; thence south 0 degrees 45 minutes 00 seconds west 438.00 feet along the boundary of said County Road 49 S; thence north 89 degrees 13 minutes 00 seconds west 50.13 feet; thence north 75 degrees 10 minutes 50 seconds west 206.16 feet; thence north 89 degrees 13 minutes 00 seconds west 930.00 feet; thence north 69 degrees 45 minutes 57 seconds west 74.24 feet to the point of beginning and containing 3.525 acres, more or less.

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Also, a part of the Northeast Quarter of the Northwest Quarter, a part of the Northwest Quarter of the Northeast Quarter, a part of the East Half of the Northeast Quarter of Section 32, Township 12 North, Range 7 West, Clay County, Indiana, described as follows: Commencing at the northeast corner of said section 32; thence north 88 degrees 18 minutes 30 seconds west 18.00 feet along the north line of said section of the prolonged west boundary of County Road 45S; thence south 00 degrees 37 minutes 30 seconds west 18.00 feet along the said prolonged west boundary to the point of beginning of this description, which point is the intersection of said west boundary and the south boundary of S.R. 42; **(1)** thence south 00 degrees 37 minutes 30 seconds west 132.02 feet along said west boundary; **(2)** thence north 72 degrees 50 minutes 27 seconds west 187.48 feet; **(3)** thence south 88 degrees 24 minutes 00 seconds west 205.95 feet; **(4)** thence south 53 degrees 30 minutes 00 seconds west 532.88 feet; **(5)** thence southwesterly 1516.05 feet along an arc to the right and having a radius of 3064.79 feet and subtended by a long chord having a bearing of south 67 degrees 40 minutes 16 seconds west and a length of 1500.64 feet; **(6)** thence north 86 degrees 14 minutes 12 seconds west 630.12 feet; **(7)** thence north 89 degrees 13 minutes 00 seconds west 650.00 feet; **(8)** thence south 68 degrees 58 minutes 55 seconds west 269.26 feet; **(9)** thence north 89 degrees 13 minutes 00 seconds west 209.87 feet to the east boundary of County Road 9 S; **(10)** thence north 00 degrees 45 minutes 00 seconds east 505.00 feet along the east boundary of said County Road 49 S; **(11)** thence south 89 degrees 13 minutes 00 seconds east 410.16 feet; **(12)** thence easterly 136.39 feet along an arc to the left and having a radius of 5524.72 feet and subtended by a long chord having a bearing of north 87 degrees 56 minutes 21 seconds east and a length of 136.39 feet; **(13)** thence south 86 degrees 26 minutes 21 seconds east 194.87 feet; **(14)** thence northeasterly 871.73 feet along an arc to the left and having a radius of 5549.58 feet and subtended by a long chord having a bearing of north 80 degrees 43 minutes 55 seconds east and a length of 870.83 feet; **(15)** thence north 89 degrees 38 minutes 28 seconds east 153.91 feet to the east line of the owner's land; **(16)** thence south 01 degrees 25 minutes 00 seconds west 129.69 feet along said east line to the north line of the owner's land; **(17)** thence south 88 degrees 18 minutes 30 seconds east 250.00 feet along said north line to the west line of the owner's land; **(18)** thence north 01 degree 25 minutes 00 seconds east 261.36 feet along said west line to the north line of the owner's land; **(19)** thence south 88 degrees 18 minutes 30 seconds east 417.30 feet along said north line to the east line of the owner's land; **(20)** thence south 01 degrees 25 minutes 00 seconds west 110.00 feet along said east line to the north line of the owner's land; **(21)** thence south 88 degrees 18 minutes 30 seconds east 198.00 feet along said north line to the west line of the owner's land; **(22)** thence north 1 degrees 25 minutes 00 seconds east 324.96 feet along said west line; **(23)** thence north 63 degrees 18 minutes 00 seconds east 39.90 feet; **(24)** thence north 5 degrees 35 minutes 42 seconds west 56.75 feet; **(25)** thence north 88 degrees 18 minutes 30 seconds west 27.90 feet to the west line of the owner's land; **(26)** thence north 01 degrees 25 minutes 00 seconds east 22.00 feet along said west line to the south boundary of S.R. 42; **(27)** thence south 88 degrees 18 minutes 30 seconds east 1306.24 feet along the boundary of said S.R. 42 to the point of beginning and containing 39.106 acres, more or less.

Also, a part of the South Half of Section 27, and a part of the South Half of Section 28, Township 12 North, Range 7 West, Clay County, Indiana, described as follows: Beginning at the southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 27; **(1)** thence north 87 degrees 59 minutes 35 seconds west 1320.08 feet along the

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See Continuation

south line of said quarter-quarter section to the west line of said Southeast Quarter; (2) thence south 0 degrees 25 minutes 00 seconds west 231.09 feet along said west line; (3) thence north 87 degrees 57 minutes 00 seconds west 110.51 feet; (4) thence south 78 degrees 33 minutes 15 seconds west 514.20 feet; (5) thence north 87 degrees 57 minutes 00 seconds west 5276.03 feet; (6) thence southwesterly 654.86 feet along an arc to the left and having a radius of 2614.79 feet and subtended by a long chord having a bearing of south 84 degrees 52 minutes 31 seconds west and a length of 653.15 feet; (7) thence north 81 degrees 32 minutes 38 seconds west 89.13 feet to the west line of the Southeast Quarter of the Southwest Quarter of said Section 28; (8) thence north 0 degrees 32 minutes 30 seconds east 374.85 feet along said west line to the northwest corner of said Southeast quarter of the Southwest Quarter; (9) thence north 88 degrees 18 minutes 30 seconds west 349.39 feet along the south line of the Northwest Quarter of the Southwest Quarter of said Section 28; (10) thence northeasterly 1119.84 feet along an arc to the right and having a radius of 3114.79 feet and subtended by a long chord having a bearing of north 81 degrees 45 minutes 01 seconds east and a length of 1113.82 feet; (11) thence south 87 degrees 57 minutes 00 seconds east 5276.03 feet; (12) thence south 78 degrees 51 minutes 35 seconds east 506.36 feet; (13) thence south 87 degrees 57 minutes 00 seconds east 600.00 feet; (14) thence south 76 degrees 38 minutes 24 seconds east 203.96 feet; (15) thence south 87 degrees 57 minutes 00 seconds east 623.28 feet to the east line of the Northwest Quarter of the Southeast Quarter of said Section 27; (16) thence south 0 degrees 34 minutes 30 seconds west 28.01 feet along said east line to the point of beginning and containing 30.244 acres, more or less, in said Section 27, and containing 46.102 acres, more or less, in said Section 28; and containing in all 76.346 acres, more or less.

Together with the permanent extinguishment (*sic.*) 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)), to and from the owner's abutting lands, along the lines described as follows: the 201.37-foot and the 267.64-foot courses described above in the description of the 0.222-acre parcel. Also, beginning at the east end of the 467.62-foot course described above in the description of the 0.222-acre parcel; thence south 88 degrees 39 minutes 43 seconds east 203.01 feet along the north line of the south 15 rods of the West Half of the Northeast quarter of the Northeast Quarter of said Section 31 to the east line of said half-quarter-quarter section; thence north 0 degrees 47 minutes 00 seconds east 2.50 feet along said east line to the north line of the south 250.00 feet of the East Half of the Northeast Quarter of the Northeast Quarter of said Section 31; thence south 88 degrees 02 minutes 26 seconds east 697.15 feet along the north line of the south 250.00 feet of the East Half of the Northeast quarter of the Northeast quarter of said Section 31 and along the south 250.00 feet of the Northwest Quarter of the Northwest Quarter of said Section 32 and terminating on the west end of the 571.15-foot course described above in the description of the 3.525-acre parcel. Also, the 74.24-foot, the 930.00-foot, and the 50.13-foot courses described above in the description of the 3.525-acre parcel. Also, beginning at the east end of the 50.13-foot course described above in the description of the 3.525-acre parcel; thence south 89 degrees 13 minutes 00 seconds east 20.00 feet and terminating on the east line of the Northwest Quarter of the Northwest Quarter of said Section 32. Also, beginning at the south end of course (10) described above in the description of the 39.106-acre parcel; thence north 89 degrees 13 minutes 00 seconds west 20.00 feet and terminating on the west line of the Northeast Quarter of the Northwest Quarter of said Section 32. Also, beginning at the north end of course (10) described above in the description of the 39.106-acre parcel:

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thence north 89 degrees 13 minutes 00 seconds west 20.00 feet and terminating on the west line of the Northeast Quarter of the Northwest Quarter of said Section 32. Also, course (4), (5), (6), (7), (8), (9), (12), (13), (14), (15), and (23) described above in description of the 39.106-acre parcel. Also, the west 10.16 feet and the east 100.00 feet of course (11) described above in the description of the 39.106-acre parcel. Also, beginning south 1 degree 25 minutes 00 seconds west 61.95 feet from the north end of course (18) described above in the description of the 39.106-acre parcel; thence northeasterly 176.50 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 71 degrees 08 minutes 28 seconds east and a length of 176.49 feet and terminating on the north line of the owner's land. Also, beginning at the northeastern end of course (23) described above in the description of the 39.106-acre parcel; thence northeasterly 146.20 feet along an arc to the left and having a radius of 5584.58 feet and subtended by a long chord having a bearing of north 63 degrees 58 minutes 55 seconds east and a length of 146.20 feet; thence north 63 degrees 07 minutes 17 seconds east 21.56 feet and terminating on the south boundary of S.R. 42. Also, beginning at the northeastern end of course (4) described above in the description of the 39.106-acre parcel; thence north 47 degrees 03 minutes 00 seconds east 133.53 feet and terminating on the south boundary of S.R. 42. Also, courses (3), (4), (5), (6), (7), (10), (11), (12), (13), (14), and (15) described above in the description of the 76.346-acre parcel. This restriction shall be a covenant (*sic.*) running with the land and shall be binding on all successors in title to the said abutting lands.

and the enforcement of any covenants set forth therein, all as appear in a certain Special Corporate Warranty Deed from Meadowlark, Inc. to the State of Indiana dated December 5, 1988, and recorded February 13, 1987, in Deed Record 206, page 318 in the office of the Recorder of Clay County, Indiana.. (It appears that access control lines referred to in such deed may extend into a portion of the Insured Premises.)

33. As to those Clay tracts described in that certain from Consolidation Coal Company to Reserve Coal Properties Company dated February 10, 2000, and recorded March 31, 2000, in Official Record 11 page 931 in the office of the Recorder of Clay County, Indiana, including but not limited to Tract CXV loss arising out of the assertion of ownership of, or interests in and to, the surface and mine by Consolidation Coal Company or Reserve Coal Properties Company, or any person or entity claiming by, through, or under either of them.
34. As to Tract C-CXVI, 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. (The mineral interests appear to have been conveyed by Consolidation Coal Company to Reserve Coal Properties Company by Deed dated February 10, 2000, and recorded March 31, 2000, in Official Record 11 page 931 in the office of the Recorder of Clay County, Indiana, however no conveyance to Consolidation Coal Company appears of record.)
35. (No conveyance from Sinclair Pipe Line Company to ARCO Transportation Alaska, Inc. or ARCO Pipe Line Company nor any connection of Sinclair Pipe Line Company and ARCO Transportation Alaska, Inc. or ARCO Pipe Line Company were found.

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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.)

37. As to Tract C-XCII, any loss arising out of the exercise of rights pursuant to an Easement over the Northeast Quarter of the Northeast Quarter of Section 32, Township 12, North, Range 7 West, granted by Charles F. Butt and Rosa E. Butt, his wife, to Universal Gas Company, its successors and assigns, dated November 12, 1929, and recorded October 1, 1931, in Miscellaneous Record 26, page 57, and assigned by Texas Gas Transmission Corporation to Indiana Gas Company, Inc. by conveyance, Bill of Sale and Assignment 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.
38. As to Tract C-XCII, 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. (A one-half interest in the oil and gas rights in Tract C-XCII was reserved by Charles F. Butt and Rosa E. Butt, husband and wife, Ruth L. Nees and Dale H. Nees, wife and husband, and John B. Butt and Sara F. Butt, husband wife, in a Warranty Deed to Ayrshire Collieries Corporation dated August 17, 1961, and recorded January 6, 1964, in Deed Record 149, page 450 in the office of the Recorder of Clay County, Indiana.)
39. As to Tract C-CIX, any loss arising from the exercise of rights pursuant to an Easement granted by Lewis Baum and Mary Baum to Universal Gas Company for the construction, operation, and maintenance of a pipe line dated October 4, 1929, and recorded October 1, 1921 (*sic.*) in Miscellaneous Record 26, page 55, and assigned by Texas Gas Transmission Corporation to Indiana Gas Company, Inc. by conveyance, Bill of Sale and Assignment 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.
40. As to Tract C-CIX, any loss arising from the exercise of rights pursuant to a Right of Way granted by Ralph Cade to Texas Gas Transmission Corporation for the construction, operation, and maintenance of a pipe line dated August 15, 1967, and recorded September 27, 1967, in Miscellaneous Record 53, Page 321, and assigned by Texas Gas Transmission Corporation to Indiana Gas Company, Inc. by conveyance, Bill of Sale and Assignment 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.

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41. As to Tract C-CXIII, loss arising out of an easement for a pipe line granted to the Universal Gas Company, October 9, 1929, recorded in Miscellaneous Record 26, page 63, and assigned by Texas Gas Transmission Corporation to Indiana Gas Company, Inc. by conveyance, Bill of Sale and Assignment 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.
42. As to Tract C-CXVI, loss arising out of the conveyance of the coal, clay and other minerals and minerals substances lying in or under the surface thereof along with certain mining rights, all as appear in a certain Warranty Deed from Louis Rector and Della Rector, his wife, to Vandalia Coal Company dated August 25, 1905, and recorded August 29, 1905, in Deed Record 87, page 386 in the office of the Recorder of Clay County, Indiana.
43. Ground Lease Agreement from RLF Chinook Properties LLC to Olympus Media/ Indiana LLC dated August 1, 2007 and recorded November 21, 2008 at Official Record 101 Page 254 as Instrument No. 200800004649.
44. Ground Lease Agreement from RLF Chinook Properties LLC to Olympus Media/ Indiana LLC dated August 1, 2007 and recorded November 21, 2008 at Official Record 101 Page 258 as Instrument No. 200800004650.
45. Short Form of Coal Mining Lease (South) from RLF Chinook Properties LLC to White Stallion Coal LLC dated December 8, 2011 and recorded December 22, 2011 at Official Record 125 Page 2670 as Instrument No. 201100004217.
46. Short Form of Coal Mining Lease (North) from RLF Chinook Properties LLC to White Stallion Coal LLC dated December 8, 2011 and recorded December 22, 2011 at Official Record 125 Page 2692 as Instrument No. 201100004218.

AS TO TRACTS LYING IN VIGO COUNTY

47. As to all Vigo County tracts, loss arising out of a Statement of Claim filed by Consolidation Coal Company on August 2, 1982, in Miscellaneous Record 187, page 190 in the office of the Recorder of Vigo County, Indiana.
48. As to all Vigo County tracts, loss arising out of the matters appearing in a Corner Perpetuation Section Plat for Section 1, T. 11 N., R 8 W. prepared by Kevin W. Rowland, registered land surveyor, holding Indiana Registration No. LS29600015, which survey is dated July 9, 2004, and was recorded July 15, 2004, as Instrument #200416682 and a survey dated July 9, 2004, and recorded July 15, 2004, as Instrument #2004016680, both in the office of the Recorder of Vigo County, Indiana.
49. As to all Vigo County tracts, loss arising out of the assignment of any portion thereof or any interest therein as appears in a Bill of Sale and Assignment of Easements from Sullivan County Rural Electric Membership Cooperation to Public Service Company of Indiana, Inc. dated September 28, 1984, and recorded October 30, 1986, in Miscellaneous Record 193, page 46 in the office of the Recorder of Vigo County, Indiana.

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50. As to those Vigo tracts described in that certain from Consolidation Coal Company to Reserve Coal Properties Company dated February 10, 2000, and recorded April 4, 2000, in Deed Record 445, page 2177 in the office of the Recorder of Vigo County, Indiana, including but not limited to Tracts V-XV-A, V-XV-B, V-XV-C, V-XV-D, V-XV-E, V-XV-F, V-XV-G, V-XV-H, V-XV-I, V-XV-K, V-XV-L, V-XVII-G, loss arising out of the assertion of ownership of, or interests in and to, the surface and minerals by Consolidation Coal Company or Reserve Coal Properties Company, or any person or entity claiming by, through, or under either of them.
51. Loss arising out of the failure to acquire the coal and other rights, including but not limited to a production royalty obligation and leases and subleases set forth in a certain Royalty Deed between Meadowlark, Inc. and Cyprus Amax Royalty Company dated as of June 1, 1998, and recorded June 12, 1998, in Deed Record 443, page 2104 in the office of the Recorder of Vigo County, Indiana, as to 4,563.498 acres in Vigo County, Indiana.
52. As to Tracts V-XV-A through V-XV-L, loss arising out of the reservation of the oil and gas as set forth in a Warranty Deed from John William Roberts, Sr. and Josephine Roberts, his wife; John William Roberts, Jr. and Ellen Roberts, his wife; Alice J. Presser and Jack Presser, her husband; Paul E. Roberts and Virginia Roberts, his wife; Bruce A. Roberts and Mary C. Roberts, his wife; Betty Lee Floyd and Paul T. Floyd, her husband; and Grace G. Redman and Herbert E. Redman, Jr., her husband, to Ayrshire Collieries Corporation dated March 7, 1953, and recorded March 31, 1953, in Deed Record 276, page 312 in the office of the Recorder of Vigo County, Indiana.
53. As to Tracts V-XV-A through V-XV-L, loss arising out of the reservation of the oil and gas as set forth in a Warranty Deed from Eunice G. Brill and Ralph E. Brill, her husband, to Ayrshire Collieries Corporation dated March 18, 1953, and recorded March 31, 1953, in Deed Record 276, page 314 in the office of the Recorder of Vigo County, Indiana.
54. As to Tracts V-XV-A through V-XV-L, loss arising out of right granted to Universal Gas Company as set forth in Miscellaneous Record 62, page 360 in the office of the Recorder of Vigo County, Indiana.
55. As to Tracts V-XV-A through V-XV-L, loss arising out of a prior conveyance of coal, clay and other minerals and mineral substances lying in and under the following described real estate in Vigo County, Indiana, to-wit:

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.

Except 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 office of the Recorder of Vigo County, Indiana.. as set forth in a Warranty Deed from Carl R. Baum and Alene Baum, husband and wife, to Ayrshire Collieries Corporation dated September 4, 1953, and recorded November 23, 1955, in Deed Record 293, page 218 in the office of the Recorder of Vigo County, Indiana.

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56. As to Tracts V-XV-A through V-XV-L, loss arising out of an exception of the coal, clays and other minerals and mineral substances and mining rights conveyed by deed dated August 23, 2005, and recorded in Deed Record 114, page 575 in the office of the Recorder of Vigo County, Indiana, regarding the following described real estate in Vigo County, Indiana, to-wit:

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, as set forth in a certain Warranty Deed from John W. Dooley and Violet L. Dooley, husband and wife, to Ayrshire Collieries Corporation dated August 13, 1956, and recorded December 14, 1955, in Deed Record 293, page 415 in the office of the Recorder of Vigo County, Indiana.

57. As to Tracts V-XV-A through V-XV-L, loss arising out of the rights and privileges conveyed to Vandalia Coal Company as to the following described real estate in Vigo County, Indiana, to-wit:

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,

by deed dated August 22, 2005, and recorded in Deed Record 115, page 523 in the office of the Recorder of Vigo County, Indiana, as set forth in a certain Warranty Deed from John Rector to Ayrshire Collieries Corporation dated February 12, 1954, and recorded February 18, 1957, in Deed record 301, page 301 in the office of the Recorder of Vigo County, Indiana.

58. As to Tracts V-XV-A through V-XV-L, loss arising out of rights granted to Vandalia Coal Company by an instrument dated August 11, 2005, and recorded in Deed Record 114, page 589 in the office of the Recorder of Vigo County, Indiana, as to the following described real estate in Vigo County, Indiana, to-wit:

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.

as set forth in a Warranty Deed from Everett P. Fagg and Esther V. Fagg, husband and wife, to Ayrshire Collieries Corporation dated February 1, 1957, and recorded February 2, 1960, in Deed Record 320, page 301 in the office of the Recorder of Vigo County, Indiana.

59. As to Tracts V-XV-A through V-XV-L, loss arising out of an exception of the coal, clay and minerals underlying the following described real estate in Vigo County, Indiana, to-wit:

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.

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as set forth in a certain Warranty Deed from Fred E. Fagg and Sheila L. Fagg, husband and wife, to Ayrshire Collieries Corporation dated April 2, 1957, and recorded February 18, 1960, in Deed Record 320, page 449 in the office of the Recorder of Vigo County, Indiana.

60. As to Tracts V-XV-A through V-XV-L, loss arising out of a Right of Way Agreement from Everett P. Fagg and Esther V. Fagg, his wife, to Texas Gas Transmission Corporation dated August 18, 1967, and recorded September 22, 1967, in Deed Record 343, page 53 and assigned to Indiana Gas Company, Inc. by Conveyance, Bill of Sale and Assignment dated November 5, 1992, and recorded November 5, 1992, in Miscellaneous Record 203, page 340, both in the office of the Recorder of Vigo County, Indiana.
61. As to Tracts V-XV-A through V-XV-L, loss arising out of a Right of Way Agreement from Fred P. Roberts and Opal Roberts, his wife, and Stella G. Louks to Texas Gas Transmission Corporation dated July 27, 1967, and recorded September 22, 1967, in Deed Record 343, page 54 and assigned to Indiana Gas Company, Inc. by Conveyance, Bill of Sale and Assignment dated November 5, 1992, and recorded November 5, 1992, in Miscellaneous Record 203, page 340, both in the office of the Recorder of Vigo County, Indiana.
62. As to Tracts V-XV-A through V-XV-L, loss arising out of a Right of Way Agreement from Eunice Brill and Ralph Brill, her husband, to Texas Gas Transmission Corporation dated August 17, 1967, and recorded September 22, 1967, in Deed Record 343, page 55 and assigned to Indiana Gas Company, Inc. by Conveyance, Bill of Sale and Assignment dated November 5, 1992, and recorded November 5, 1992, in Miscellaneous Record 203, page 340, both in the office of the Recorder of Vigo County, Indiana.
63. As to Tracts V-XV-A through V-XV-L, loss arising out of a Right of Way Agreement from Josephine Roberts and John W. Roberts, her husband, to Texas Gas Transmission Corporation dated July 20, 1967, and recorded September 22, 1967, in Deed Record 343, page 56 in the office of the Recorder of Vigo County, Indiana. (This instrument does not appear to be included in the documents assigned in Miscellaneous Record 203, page 340 in the office of the Recorder of Vigo County, Indiana.)
64. As to Tracts V-XV-A through V-XV-L, loss arising out of a Right of Way Agreement from Meadowlark Farms, Inc. to Texas Gas Transmission Corporation dated September 1, 1967, and recorded October 8, 1968, in Deed Record 346, page 330, and assigned to Indiana Gas Company, Inc. by Conveyance, Bill of Sale and Assignment dated November 5, 1992, and recorded November 5, 1992, in Miscellaneous Record 203, page 340, both in the office of the Recorder of Vigo County, Indiana.
65. As to Tracts V-XV-A through V-XV-L, loss arising out of a Right of Way Agreement from Josephine Roberts and John W. Roberts, her husband, to Texas Gas Transmission Corporation dated July 20, 1967, and recorded September 22, 1967, in Deed Record 346, page 706 and assigned to Indiana Gas Company, Inc. by Conveyance, Bill of Sale and Assignment dated November 5, 1992, and recorded November 5, 1992, in Miscellaneous Record 203, page 340, both in the office of the Recorder of Vigo County, Indiana.

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66. As to Tracts V-XV-A through V-XV-L, loss arising out of a Finding and Judgment entered September 15, 1970, in Cause No. 49881 in the office of the Clerk of the Vigo Superior Court in favor of the State of Indiana appropriating the following described real estate in Vigo County, Indiana, to-wit:

A part of the East Half of the Northeast Quarter of Section 36, Township 12 North, Range 8 West, Vigo County, Indiana, described as follows: Beginning on the west boundary of Clay County Road 720.01 feet southerly (along the east line of said half-quarter section) and 20.00 feet westerly (at right angles to said Section line) from the northeast corner of said section; thence south 0 degrees 18 minutes 30 seconds west 260.01 feet along the west boundary of Clay County Road; thence south 89 degrees 45 minutes 30 seconds west 1,322.50 feet to the west line of said half-quarter section; thence north 0 degrees 18 minutes 30 seconds east 290.01 feet along said west line; thence north 89 degrees 45 minutes 30 seconds east 186.46 feet; thence south 81 degrees 42 minutes 39 seconds east 202.24 feet; thence north 89 degrees 45 minutes 30 seconds east 935.75 feet to the point of beginning, and containing 8.091 acres, more or less.

along with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across I-70.

67. As to Tracts V-XV-A through V-XV-L, loss arising out of a Judgment entered May 1, 1968, in Order Book 138, page 195 in the office of the Clerk of the Vigo Superior Court in Cause No. 49882 in the office of the Clerk of the Vigo Superior Court in favor of the State of Indiana appropriating the following described real estate in Vigo County, Indiana, to-wit:

A part of the West Half of the Northeast Quarter of Section 36, Township 12 North, Range 8 West, Vigo County, Indiana, described as follows: Beginning south 89 degrees 45 minutes 30 seconds west 676.50 feet (along the north line of said half-quarter section) and south 0 degrees 18 minutes 30 seconds west 719.99 feet (along the east line of the owner's land) from the northeast corner of said half-quarter section; thence south 0 degrees 18 minutes 30 seconds west 191.86 feet along said east line to the south line of the owner's land; thence south 89 degrees 45 minutes 30 seconds west 313.50 feet along said south line to the west line of the owner's land; thence north 0 degrees 18 minutes 30 seconds east 191.86 feet along said west line; thence north 89 degrees 45 minutes 30 seconds east 313.50 feet to the point of beginning and containing 1.381 acres, more or less.

along with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across I-70.

68. As to Tracts V-XV-A through V-XV-L, loss arising out of a Judgment entered February 15, 1968, in Order Book 138, page 74 in the office of the Clerk of the Vigo Superior Court in Cause No. 49883 in the office of the Clerk of the Vigo Superior Court in favor of the State of Indiana appropriating the following described real estate in Vigo County, Indiana, to-wit:

A part of the West Half of the Northeast Quarter of Section 36, Township 12 North, Range 8 West, Vigo County, Indiana, described as follows: Beginning south 89 degrees 45 minutes 30 seconds west 363.00 feet (along the north line of said half-

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quarter section) and south 0 degrees 18 minutes 30 seconds west 719.99 feet (along the west line of the owner's land) from the northeast corner of said half-quarter section; thence north 89 degrees 45 minutes 30 seconds east 199.75 feet; thence north 73 degrees 03 minutes 33 seconds east 104.40 feet; thence north 89 degrees 45 minutes 30 seconds east 63.54 feet to the east line of the Owners' Land; thence south 0 degrees 18 minutes 30 seconds west 290.01 feet along said east line; thence south 89 degrees 45 minutes 30 seconds west 363.00 feet to the west line of the Owners' Land; thence north 0 degrees 18 minutes 30 seconds east 260.01 feet along said west line to the point of beginning and containing 2.245 acres, more or less.

along with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across I-70.

69. As to Tracts V-XV-A through V-XV-L, loss arising out of a Judgment entered February 15, 1968, in Order Book 138, page 302 in the office of the Clerk of the Vigo Superior Court in Cause No. 49885 in the office of the Clerk of the Vigo Superior Court in favor of the State of Indiana appropriating the following described real estate in Vigo County, Indiana, to-wit:

A part of the West Half of the Northeast Quarter of Section 36, Township 12 North, Range 8 West, Vigo County, Indiana, described as follows: Beginning south 89 degrees 45 minutes 30 seconds west 363.00 feet along the north line of Section 36 (Distance quoted from Deed Record 281, page 556) and south 0 degrees 18 minutes 30 seconds west 719.99 feet (along an east line of the owner's land) from the northeast corner of said West Half-Quarter Section; thence south 0 degrees 18 minutes 30 seconds west 260.01 feet; along said east line of the owner's land; thence south 89 degrees 45 minutes 30 west 47.75 feet; thence north 84 degrees 31 minutes 52 seconds west 201.00 feet; thence south 89 degrees 45 minutes 30 seconds west 188.56 feet; thence south 83 degrees 46 minutes 10 seconds west 210.17 feet; thence westerly 333.50 feet along an arc to the left and having a radius of 11,329.16 feet and subtended by a long chord having a bearing of south 87 degrees 51 minutes 28 seconds west and a length of 333.49 feet to the west line of said Half-Quarter Section; thence northerly 273.00 feet along said west line; thence south 0 degrees 18 minutes 30 seconds west 191.85 feet along said east line to a north line of the owner's land; thence north 89 degrees 45 minutes 30 seconds east 313.50 feet along said north line to a west line of the owner's land; thence north 0 degrees 18 minutes 30 seconds east 191.85 feet along said west line of the owner's land; thence north 89 degrees 45 minutes 30 seconds east 313.50 feet to the point of beginning and containing 4.336 acres, more or less.

along with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across I-70.

70. As to Tracts V-XV-A through V-XV-L, loss arising out of the exception of the coal and other minerals appearing in a certain Warranty Deed from Opal Roberts to Meadowlark Farms, Inc. dated May 2, 1972, and recorded May 3, 1972, in Deed Record 356, page 159 in the office of the Recorder of Vigo County, Indiana.
71. As to Tracts V-XV-A through V-XV-L, loss arising out of the reservation of the oil and gas as set forth in a Warranty Deed from John William Roberts, Sr. and Josephine Roberts, his wife; John William Roberts, Jr. and Ellen Roberts, his wife; Alice J. Presser and Jack Presser, her husband; Paul E. Roberts and Virginia Roberts, his wife; Bruce A. Roberts and Mary C. Roberts, his wife;

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Betty Lee Floyd and Paul T. Floyd, her husband; and Grace G. Redman and Herbert E. Redman, Jr., her husband, to Ayrshire Collieries Corporation dated March 7, 1953, and recorded March 31, 1953, in Deed Record 276, page 312 in the office of the Recorder of Vigo County, Indiana.

72. As to Tracts V-XV-A through V-XV-L, loss arising out of the reservation of the oil and gas as set forth in a Warranty Deed from Eunice G. Brill and Ralph E. Brill, here husband, to Ayrshire Collieries Corporation dated March 18, 1953, and recorded March 31, 1953, in Deed Record 276, page 314 in the office of the Recorder of Vigo County, Indiana.

73. As to Tracts V-XV-A through V-XV-L, loss arising out of right granted to Universal Gas Company as set forth in Miscellaneous Record 62, page 360 in the office of the Recorder of Vigo County, Indiana.

74. As to Tracts V-XV-A through V-XV-L, loss arising out of an exception of the coal, clays and other minerals and mineral substances and mining rights conveyed by deed dated August 23, 1905, and recorded in Deed Record 114, page 575 in the office of the Recorder of Vigo County, Indiana, regarding the following described real estate in Vigo County, Indiana, to-wit:

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,

As set forth in a certain Warranty Deed from John W. Dooley and Violet L. Dooley, husband and wife, to Ayrshire Collieries Corporation dated August 13, 1956, and recorded December 14, 1955, in Deed Record 293, page 415 in the office of the Recorder of Vigo County, Indiana.

75. As to Tracts V-XV-A through V-XV-L, loss arising out of the rights and privileges conveyed to Vandalia Coal Company as to the following described real estate in Vigo County, Indiana, to-wit:

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, by deed dated August 22, 1905, and recorded in Deed Record 115, page 523 in the office of the Recorder of Vigo County, Indiana, as set forth in a certain Warranty Deed from John Rector to Ayrshire Collieries Corporation dated February 12, 1954, and recorded February 18, 1957, in Deed record 301, page 301 in the office of the Recorder of Vigo County, Indiana.

76. As to Tracts V-XV-A through V-XV-L, loss arising out of rights granted to Vandalia Coal Company by an instrument dated August 11, 1905, and recorded in Deed Record 114, page 589 in the office of the Recorder of Vigo County, Indiana, as to the following described real estate in Vigo County, Indiana, to-wit:

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.

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As set forth in a Warranty Deed from Everett P. Fagg and Esther V. Fagg, husband and wife, to Ayrshire Collieries Corporation dated February 1, 1957, and recorded February 2, 1960, in Deed Record 320, page 301 in the office of the Recorder of Vigo County, Indiana.

77. As to Tracts V-XV-A through V-XV-L, loss arising out of an exception of the coal, clay and minerals underlying the following described real estate in Vigo County, Indiana, to-wit:

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.

As set forth in a certain Warranty Deed from Fred E. Fagg and Sheila L. Fagg, husband and wife, to Ayrshire Collieries Corporation dated April 2, 1957, and recorded February 18, 1960, in Deed Record 320, page 449 in the office of the Recorder of Vigo County, Indiana.

78. As to Tracts V-XV-A through V-XV-L, loss arising out of a Right of Way Agreement from Everett P. Fagg and Esther V. Fagg, his wife, to Texas Gas Transmission Corporation dated August 18, 1967, and recorded September 22, 1967, in Deed Record 343, page 53 and assigned to Indiana Gas Company, Inc. by Conveyance, Bill of Sale and Assignment dated November 5, 1992, and recorded November 5, 1992, in Miscellaneous Record 203, page 340, both in the office of the Recorder of Vigo County, Indiana.
79. As to Tracts V-XV-A through V-XV-L, loss arising out of a Right of Way Agreement from Fred P. Roberts and Opal Roberts, his wife, and Stella G. Louks to Texas Gas Transmission Corporation dated July 27, 1967, and recorded September 22, 1967, in Deed Record 343, page 54 and assigned to Indiana Gas Company, Inc. by Conveyance, Bill of Sale and Assignment dated November 5, 1992, and recorded November 5, 1992, in Miscellaneous Record 203, page 340, both in the office of the Recorder of Vigo County, Indiana.
80. As to Tracts V-XV-A through V-XV-L, loss arising out of a Right of Way Agreement from Eunice Brill and Ralph Brill, her husband, to Texas Gas Transmission Corporation dated August 17, 1967, and recorded September 22, 1967, in Deed Record 343, page 55 and assigned to Indiana Gas Company, Inc. by Conveyance, Bill of Sale and Assignment dated November 5, 1992, and recorded November 5, 1992, in Miscellaneous Record 203, page 340, both in the office of the Recorder of Vigo County, Indiana.
81. As to Tracts V-XV-A through V-XV-L, loss arising out of a Right of Way Agreement from Josephine Roberts and John W. Roberts, her husband, to Texas Gas Transmission Corporation dated July 20, 1967, and recorded September 22, 1967, in Deed Record 343, page 56 in the office of the Recorder of Vigo County, Indiana. (This instrument does not appear to be included in the documents assigned in Miscellaneous Record 203, page 340 in the office of the Recorder of Vigo County, Indiana.)
82. As to Tracts V-XV-A through V-XV-L, loss arising out of a Right of Way Agreement from Meadowlark Farms, Inc. to Texas Gas Transmission Corporation dated September 1, 1967, and recorded October 8, 1968, in Deed Record 346, page 330, and assigned to Indiana Gas Company, Inc. by Conveyance, Bill of Sale and Assignment dated November 5, 1992, and recorded November 5, 1992, in Miscellaneous Record 203, page 340, both in the office of the Recorder of

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83. As to Tracts V-XV-A through V-XV-L, loss arising out of a Right of Way Agreement from Josephine Roberts and John W. Roberts, her husband, to Texas Gas Transmission Corporation dated July 20, 1967, and recorded September 22, 1967, in Deed Record 346, page 706 and assigned to Indiana Gas Company, Inc. by Conveyance, Bill of Sale and Assignment dated November 5, 1992, and recorded November 5, 1992, in Miscellaneous Record 203, page 340, both in the office of the Recorder of Vigo County, Indiana.
84. As to Tracts V-XV-A through V-XV-L, loss arising out of a Finding and Judgment entered September 15, 1970, in Cause No. 49881 in the office of the Clerk of the Vigo Superior Court in favor of the State of Indiana appropriating the following described real estate in Vigo County, Indiana, to-wit:

A part of the East Half of the Northeast Quarter of Section 36, Township 12 North, Range 8 West, Vigo County, Indiana, described as follows: Beginning on the west boundary of Clay County Road 720.01 feet southerly (along the east line of said half-quarter section) and 20.00 feet westerly (at right angles to said Section line) from the northeast corner of said section; thence south 0 degrees 18 minutes 30 seconds west 260.01 feet along the west boundary of Clay County Road; thence south 89 degrees 45 minutes 30 seconds west 1,322.50 feet to the west line of said half-quarter section; thence north 0 degrees 18 minutes 30 seconds east 290.01 feet along said west line; thence north 89 degrees 45 minutes 30 seconds east 186.46 feet; thence south 81 degrees 42 minutes 39 seconds east 202.24 feet; thence north 89 degrees 45 minutes 30 seconds east 935.75 feet to the point of beginning, and containing 8.091 acres, more or less.

along with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across I-70.

85. As to Tracts V-XV-A through V-XV-L, loss arising out of a Judgment entered May 1, 1968, in Order Book 138, page 195 in the office of the Clerk of the Vigo Superior Court in Cause No. 49882 in the office of the Clerk of the Vigo Superior Court in favor of the State of Indiana appropriating the following described real estate in Vigo County, Indiana, to-wit:

A part of the West Half of the Northeast Quarter of Section 36, Township 12 North, Range 8 West, Vigo County, Indiana, described as follows: Beginning south 89 degrees 45 minutes 30 seconds west 676.50 feet (along the north line of said half-quarter section) and south 0 degrees 18 minutes 30 seconds west 719.99 feet (along the east line of the owner's land) from the northeast corner of said half-quarter section; thence south 0 degrees 18 minutes 30 seconds west 191.86 feet along said east line to the south line of the owner's land; thence south 89 degrees 45 minutes 30 seconds west 313.50 feet along said south line to the west line of the owner's land; thence north 0 degrees 18 minutes 30 seconds east 191.86 feet along said west line; thence north 89 degrees 45 minutes 30 seconds east 313.50 feet to the point of beginning and containing 1.381 acres, more or less.

along with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across I-70.

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86. As to Tracts V-XV-A through V-XV-L, loss arising out of a Judgment entered February 15, 1968, in Order Book 138, page 74 in the office of the Clerk of the Vigo Superior Court in Cause No. 49883 in the office of the Clerk of the Vigo Superior Court in favor of the State of Indiana appropriating the following described real estate in Vigo County, Indiana, to-wit:

A part of the West Half of the Northeast Quarter of Section 36, Township 12 North, Range 8 West, Vigo County, Indiana, described as follows: Beginning south 89 degrees 45 minutes 30 seconds west 363.00 feet (along the north line of said half-quarter section) and south 0 degrees 18 minutes 30 seconds west 719.99 feet (along the west line of the owner's land) from the northeast corner of said half-quarter section; thence north 89 degrees 45 minutes 30 seconds east 199.75 feet; thence north 73 degrees 03 minutes 33 seconds east 104.40 feet; thence north 89 degrees 45 minutes 30 seconds east 63.54 feet to the east line of the Owners' Land; thence south 0 degrees 18 minutes 30 seconds west 290.01 feet along said east line; thence south 89 degrees 45 minutes 30 seconds west 363.00 feet to the west line of the Owners' Land; thence north 0 degrees 18 minutes 30 seconds east 260.01 feet along said west line to the point of beginning and containing 2.245 acres, more or less.

along with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across I-70.

87. As to Tracts V-XV-A through V-XV-L, loss arising out of a Judgment entered February 15, 1968, in Order Book 138, page 302 in the office of the Clerk of the Vigo Superior Court in Cause No. 49885 in the office of the Clerk of the Vigo Superior Court in favor of the State of Indiana appropriating the following described real estate in Vigo County, Indiana, to-wit:

A part of the West Half of the Northeast Quarter of Section 36, Township 12 North, Range 8 West, Vigo County, Indiana, described as follows: Beginning south 89 degrees 45 minutes 30 seconds west 363.00 feet along the north line of Section 36 (Distance quoted from Deed Record 281, page 556) and south 0 degrees 18 minutes 30 seconds west 719.99 feet (along an east line of the owner's land) from the northeast corner of said West Half-Quarter Section; thence south 0 degrees 18 minutes 30 seconds west 260.01 feet; along said east line of the owner's land; thence south 89 degrees 45 minutes 30 west 47.75 feet; thence north 84 degrees 31 minutes 52 seconds west 201.00 feet; thence south 89 degrees 45 minutes 30 seconds west 188.56 feet; thence south 83 degrees 46 minutes 10 seconds west 210.17 feet; thence westerly 333.50 feet along an arc to the left and having a radius of 11,329.16 feet and subtended by a long chord having a bearing of south 87 degrees 51 minutes 28 seconds west and a length of 333.49 feet to the west line of said Half-Quarter Section; thence northerly 273.00 feet along said west line; thence south 0 degrees 18 minutes 30 seconds west 191.85 feet along said east line to a north line of the owner's land; thence north 89 degrees 45 minutes 30 seconds east 313.50 feet along said north line to a west line of the owner's land; thence north 0 degrees 18 minutes 30 seconds east 191.85 feet along said west line of the owner's land; thence north 89 degrees 45 minutes 30 seconds east 313.50 feet to the point of beginning and containing 4.336 acres, more or less.

along with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across I-70.

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Issued by **Fidelity National Title Insurance Company**

88. As to Tracts V-XV-A through V-XV-L, loss arising out of the exception of the coal and other minerals appearing in a certain Warranty Deed from Opal Roberts to Meadowlark Farms, Inc. dated May 2, 1972, and recorded May 3, 1972, in Deed Record 356, page 159 in the office of the Recorder of Vigo County, Indiana.
89. As to Tract V-XVII-G, loss arising out of the conveyance of the coals, clays and minerals decreed to be owned by Vandalia Coal Company as referenced in a certain Warranty Deed from Pearl Woldron and Helen Woldron, husband and wife, to Meadowlark Farms, Inc. dated February 17, 1969, and recorded February 21, 1969, in Deed Record 347, page 297 in the office of the Recorder of Vigo County, Indiana.
90. Memorandum of Oil and Gas Lease from RLF Chinook Properties, LLC & Chinook Project, LLC to Countrymark Energy Resources, LLC dated May 31, 2012 and recorded May 31, 2013 as Instrument No. 2013007140.
91. 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.
92. All prior conveyances, leases, exceptions, and/or reservations of the coal, oil, gas, and/or other materials 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 matter 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.)
93. Supplemental Special Warranty Deed From LLC Indiana, LLC to RLF Chinook Properties, LLC, dated as of September 1, 2006 and recorded September 1, 2006 as Instrument Number 200600004443 in Official Record 81, Pages 311 to 317, in the Office of the Recorder of Clay County, Indiana, and recorded September 1, 2006, as Instrument Number 2006017979, in the Office of the Recorder of Vigo County, Indiana.

Commitment No. X1310645

PHOTOS



PHOTOS



Tracts 1-6



Tracts 1-6

PHOTOS

TRACTS 1-3



TRACTS 1-5



PHOTOS

TRACTS 1 & 3



TRACTS 1-3 & 5



PHOTOS



TRACT 1



TRACT 4

PHOTOS



TRACTS 1 & 3



TRACT 6

PHOTOS



TRACT 2



TRACT 3

PHOTOS



TRACTS 1 & 3



TRACTS 1 & 3

PHOTOS



TRACT 3



TRACT 4

PHOTOS



TRACTS 1 & 3



TRACTS 1 & 3



TRACT 3



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