
Auction Tract 18
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-535 REVISED 2
Issuing Office File Number: T18-535
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 25, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. Recordation of Plat of Survey in compliance with the Plat Act.
12. We should be furnished with a signed final copy of the survey, prior to closing.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 03-09-400-006. Taxes of record for 2017 payable in 2018 were: \$5,719.38, PAID OF RECORD. (affects additional property)

Informational Note: The new Property Record Number for 2018 payable in 2019 will be 03-09-400-010.

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. Subject to the terms, provisions, limitations, and restrictions as shown in Quit Claim Deed filed August 18, 1994 in Deed Record 432 at Page 438 in the Recorder's Office of Williamson County, Illinois.
11. **Subject to roads and railroad right of ways.
12. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
13. *Subject to the rights of tenants in possession, if any.
14. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
15. *Subject to CRP contracts, if any.
16. This company will not be responsible for any taxes due to failure to properly assess.
17. Grant of Surface Easement granted to Williamson Energy, LLC, dated August 12, 2010 and filed August 27, 2010 in Miscellaneous Record 325 at Page 899 as Document Number 7645 in the Recorder's Office of Williamson County, Illinois.
18. Environmental Disclosure Document for Transfer of Real Property filed August 18, 1994 in Miscellaneous Record 222 at Page 338 as Document Number 8406 in the Recorder's Office of Williamson County, Illinois.

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SCHEDULE B
(Continued)

19. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

Partial Release of Leased Premises From Amended and Restated Coal Mining Lease Agreement dated August 14, 2014, filed October 2, 2014, in Book 349, at Page 410, as File Number 2014-00007723 in the Recorder's Office of Williamson County, Illinois.

NOTE: The above described Partial Release does not affect the herein described property.

20. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.
21. Matters of Plat of Survey by Donald L. Bullard, Illinois Professional Surveyor No. 2574, dated June 8, 2018, to be filed.

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SCHEDULE B
(Continued)

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-535 REVISED 2

EXHIBIT A
PROPERTY DESCRIPTION

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

A part of the East one half of the Southeast Quarter of Section 9, Township 8 South, Range 3 East of the Third Principal Meridian, located in Williamson, County, IL. Further described as follows:

Beginning at a 5/8" iron pin marking the Southeast corner of the Southeast Quarter of the Southeast Quarter of said Section 9; thence North 01 degrees 58 minutes 52 seconds East along the East line of the Southeast Quarter of said Section 9, a distance of 2,744.54 feet to a 1/2" iron pin at the Northeast corner of the Southeast Quarter of said Section 9; thence South 87 degrees 29 minutes 17 seconds West along the North line of the Southeast Quarter of said Section 9, a distance of 1,304.97 feet to a #4 rebar on the West line of the East One-Half of the Southeast Quarter of said Section 9; thence South 00 degrees 01 minutes 05 seconds East along said West line, a distance of 2,249.62 feet to a #4 rebar; thence Southeasterly, with a curve with a radius of 1,624.33 feet, with a chord length of 641.69, with a chord bearing of South 75 degrees 50 minutes 35 seconds East to a #4 rebar; thence South 64 degrees 31 minutes 35 seconds East a distance of 649.02 feet to the said Point of Beginning. Situated in Williamson County, Illinois. Except all coal, oil, gas and other minerals.

Informational Note: Property Record Number 03-09-400-006

Auction Tract 19
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-536 REVISED
Issuing Office File Number: T18-536
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 25, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with corrected tax record or a surveyed legal description.

Informational Note: We have contacted the Williamson County Assessor's Office concerning the discrepancy and they are working to correct it. Once the documents have been corrected, this requirement and corresponding note on exception 8 will be removed.
10. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
11. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 03-16-400-002. Taxes of record for 2017 payable in 2018 were: \$284.40, PAID OF RECORD.

NOTE: It appears as though the legal description contained on the assessor's card and tax bill may be incorrect. It includes the South Half of the Southwest Quarter of the Southeast Quarter, but based upon the aerial, that property is divided into several parcels and not assessed with this parcel at all. The acreage included on the assessors card does not include the South Half of the Southwest Quarter of the Southeast Quarter. We should be furnished with corrected records.

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. Memorandum of Gas Storage Easement and Lease granted to Central Illinois Public Service Company, dated February 4, 1992 and filed April 15, 1992 in Miscellaneous Record 209 at Page 444 as Document Number 4415 in the Recorder's Office of Williamson County, Illinois.

Addendum to Gas Storage Easement and Lease dated May 3, 2002 and filed May 21, 2002 in Miscellaneous Record 269 at Page 116 as Document Number 6972 in the Recorder's Office of Williamson County, Illinois.

11. **Subject to roads and railroad right of ways.
12. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
13. *Subject to the rights of tenants in possession, if any.
14. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
15. *Subject to CRP contracts, if any.
16. This company will not be responsible for any taxes due to failure to properly assess.
17. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

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SCHEDULE B
(Continued)

* Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed alta forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

** Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of the Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-536 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

The East Half (E ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼); the East Half (E ½) of the Southeast Quarter (SE ¼) except the South 660 feet thereof, all in section 16, in Township Eight South, Range Three East of the Third P.M., Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 03-16-400-002

Auction Tract 20
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-537 REVISED 2
Issuing Office File Number: T18-537
Property Address: Various Tracts of Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 23, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. We should be furnished with a signed final survey, once completed. This commitment is subject to additional exceptions and requirements upon receipt. (Affects Tract 2 Parcel 2)

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 03-15-100-003. Taxes of record for 2017 payable in 2018 were: \$1,648.52, PAID OF RECORD. (Tract 1)

Property Record Number 03-14-100-003. Taxes of record for 2017 payable in 2018 were: \$139.44, PAID OF RECORD. (Tract 2 - Parcel 1)

Property Record Number 03-14-300-007. Taxes of record for 2017 payable in 2018 were: \$290.62, PAID OF RECORD. (Tract 2 - Parcel 2 & affects additional property)

Property Record Number 03-15-100-002. Taxes of record for 2017 payable in 2018 were: \$950.90, PAID OF RECORD. (Tract 2 - Parcel 3)

Property Record Number 03-15-200-002. Taxes of record for 2017 payable in 2018 were: \$731.68, PAID OF RECORD. (Tract 2 - Parcel 3)

Property Record Number 03-15-300-009. Taxes of record for 2017 payable in 2018 were: \$498.16, PAID OF RECORD. (Tract 2 - Parcel 3)

Property Record Number 03-15-300-010. Taxes of record for 2017 payable in 2018 were: \$4,379.02, PAID OF RECORD. (Tract 2 - Parcel 3)

Property Record Number 03-15-400-001. Taxes of record for 2017 payable in 2018 were: \$548.66, PAID OF RECORD. (Tract 2 - Parcel 3)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., dated April 8, 1991 and filed May 13, 1991 in Miscellaneous Record 204 at Page 737 as Document Number 2915 in the Recorder's Office of Williamson County, Illinois. (Tract 2)

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SCHEDULE B
(Continued)

11. Memorandum of Gas Storage Easement and Lease granted to Central Illinois Public Service Company, dated February 4, 1992 and filed April 15, 1992 in Miscellaneous Record 209 at Page 444 as Document Number 4415 in the Recorder's Office of Williamson County, Illinois.

Addendum to Gas Storage Easement and Lease dated May 3, 2002 and filed May 21, 2002 in Miscellaneous Record 269 at Page 116 as Document Number 6972 in the Recorder's Office of Williamson County, Illinois.
12. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., dated June 29, 1992 and filed August 17, 1992 in Miscellaneous Record 211 at Page 379 as Document Number 8831 in the Recorder's Office of Williamson County, Illinois. (Tract 2)
13. Easement granted to Williamson Development Company, LLC, dated September 25, 2007 and filed September 28, 2007 in Miscellaneous Record 307 at Page 561 as Document Number 10883 in the Recorder's Office of Williamson County, Illinois. (Tract 2)
14. Easement granted to Williamson Development Company, LLC, dated September 25, 2007 and filed September 28, 2007 in Miscellaneous Record 307 at Page 562 as Document Number 10884 in the Recorder's Office of Williamson County, Illinois. (Tract 2)
15. United States Department of Agriculture Rural Development Right of Way Easement Agreement granted to Village of Galatia, dated October 23, 2012 and filed October 31, 2012 in Book 339 at Page 183 as Document Number 2012-00010046 in the Recorder's Office of Williamson County, Illinois.
16. United States Department of Agriculture Rural Development Right of Way Easement Agreement granted to Village of Galatia, dated March 18, 2014 and filed April 9, 2014 in Book 347 at Page 116 as Document Number 2014-00002482 in the Recorder's Office of Williamson County, Illinois.
17. **Subject to roads and railroad right of ways.
18. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
19. *Subject to the rights of tenants in possession, if any.
20. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
21. *Subject to CRP contracts, if any.
22. LIMITATIONS AND PROVISIONS OF THE CEMETERY PROTECTION ACT, 765 ILCS 835 ET SEQ; THE CEMETERY ASSOCIATION ACT, 805 ILCS 320 ET SEQ; AND THE CEMETERY CARE ACT, 760 ILCS 100 ET SEQ., AS THEY MAY APPLY. (Tract 1 & 2)

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SCHEDULE B
(Continued)

23. RIGHTS, PRIVILEGES, INTERESTS AND EASEMENTS OF THE HEIRS, DESCENDANTS, AND RELATIVES OF THE PERSONS WHOSE REMAINS MAY BE INTERRED IN THE CEMETERY LOCATED UPON THE LAND. (Tract 1 & 2)
24. This company will not be responsible for any taxes due to failure to properly assess.
25. Grant of Surface Easement granted to Williamson Energy, LLC, dated August 12, 2010 and filed August 27, 2010 in Miscellaneous Record 325 at Page 899 as Document Number 7645 in the Recorder's Office of Williamson County, Illinois.
26. This company has been informed that a survey will be completed on the herein described property and that only a portion of the herein described property will be insured via this commitment. Thus, we should be furnished with a survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt. (Tract 2, Parcel 2)
27. Access may be limited to contiguous parcels herein described. Therefore, an attempt to convey a portion of the property may cause certain parcels to become landlocked. (03-15-200-002 via 03-15-100-002)
28. Access may be limited to contiguous parcels herein described. Therefore, an attempt to convey a portion of the property may cause certain parcels to become landlocked. (03-14-100-003 via 03-15-200-002 via 03-15-100-002)
29. Access may be limited to contiguous parcels herein described. Therefore, an attempt to convey a portion of the property may cause certain parcels to become landlocked. (03-15-400-001 via 03-15-300-009)

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SCHEDULE B
(Continued)

30. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

31. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

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SCHEDULE B
(Continued)

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-537 REVISED 2

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1:

Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4), Section 15, described as beginning at the Northwest corner thereof, thence South 150 feet to an iron stake, thence East at a right angle 200 feet to an iron stake, thence South at a right angle 50 feet to an iron stake, thence East at a right angle 286 feet to an iron stake, thence North at a right angle 200 feet to an iron stake in the North line of the SW 1/4 NW 1/4, Section 15, thence West 486 feet to the point of beginning, T8S, R3E, of the 3rd P.M., Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 03-15-100-003.

Tract 2:

Parcel 1: The Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) except the North 260 feet thereof, in Section 14, Township 8 South, Range 3 East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 03-14-100-003

Parcel 2: (For Informational Purposes Only)

A portion of the following described property:

The Southwest Quarter (SW ¼) except the South 660 feet thereof, all in Section 14, Township 8 South, Range 3 East of the Third Principal Meridian. Also Except the Southeast Quarter of the Southwest Quarter of Section 14, Township 8 South, Range 3 East. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

LESS AND EXCEPT: A part of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 14 Township 8 South, Range 3 East, more particularly described as follows: Commencing at a roof bolt marking the Southeast corner of the Southwest Quarter (SW 1/4) of said Section 14; thence North 0° 05' 00" West, along the East line of the Southwest Quarter (SW 1/4) of said Section 14, a distance of 1,305.92 feet to a #5 rebar at the Point of Beginning; thence North 0°05'00" West, along the East line, 674.00 feet to a #5 rebar; thence North 89°05'31" West, 1,292.66 feet to a #5 rebar on the East Right of Way line of Williams Prairie Road; thence South 4°24'30" East, along said East Right of Way line 163.20 feet to a #5 rebar, thence South 1°00'38" West, along said East Right of Way line 95.75 feet to a #5 rebar; thence South 4°27'17" West, along said East Right of Way line 416.30 feet to a #5 rebar; thence South 89°05'08" East, 1,315.12 feet to a #5 rebar at the said Point of Beginning.

Informational Note: A part of Property Record Number 03-14-300-007.

Parcel 3: All of Section 15, Township 8 South, Range 3 East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals. EXCEPT the following parcels:

EXHIBIT A
(Continued)

Commitment Number: T18-537 REVISED 2

Parcel A: The North 260 feet thereof;

Parcel B: The South 660 feet thereof;

Parcel C: A cemetery lot 198 feet square, the North 33 feet of which lies in the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the South 165 feet of which lies in the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) being 14.5 chains East of the West line of said Section 15;

Parcel D: A right-of-way 30 feet wide from the West line of said Section 15 to said cemetery lot, said right-of-way to be used only for cemetery purposes;

Parcel E: One acre, more or less, in the Southeast Quarter of the Northeast Quarter described as beginning at the Southeast corner thereof thence North 7 chains 75 links to a stake for the beginning corner, thence West 6 chains and 70 links, thence South 3 chains and 41 and $\frac{1}{4}$ links to a rock, thence East 3 chains and 16 $\frac{1}{4}$ links, thence East 3 chains and 53 and $\frac{3}{4}$ links, thence North 25 links to the beginning, said One acre tract being previously reserved as a private cemetery;

Parcel F: A part of the Southwest Quarter of the Northwest Quarter, Section 15, described as beginning at the Northwest corner thereof, thence South 150 feet to an iron stake, thence East at a right angle 200 feet to an iron stake thence South at right angle 50 feet to an iron stake, thence East at right angle 286 feet to an iron stake, thence North at right angle 200 feet to an iron stake in the North line of the Southwest Quarter of the Northwest Quarter, in Section 15, thence West 486 feet to the point of beginning.

Informational Note: Property Numbers 03-15-100-002, 03-15-200-002, 03-15-300-009, 03-15-300-010, and 03-15-400-001.

Auction Tract 21
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-538 REVISED
Issuing Office File Number: T18-538
Property Address: Various Tracts of Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 25, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

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The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 03-10-200-005. Taxes of record for 2017 payable in 2018 were: \$221.80, PAID OF RECORD. (Parcel 1)

Property Record Number 03-10-400-001. Taxes of record for 2017 payable in 2018 were: \$597.70, PAID OF RECORD. (Parcel 1)

Property Record Number 03-11-100-017. Taxes of record for 2017 payable in 2018 were: \$252.18, PAID OF RECORD. (Parcel 2)

Property Record Number 03-11-300-001. Taxes of record for 2017 payable in 2018 were: \$276.34, PAID OF RECORD. (Parcel 2)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. Easement granted to GTE North Incorporated, dated April 10, 1997 and filed June 19, 1997 in Miscellaneous Record 236 at Page 670 as Document Number 6231 in the Recorder's Office of Williamson County, Illinois.
11. **Subject to roads and railroad right of ways.
12. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
13. *Subject to the rights of tenants in possession, if any.
14. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
15. *Subject to CRP contracts, if any.
16. This company will not be responsible for any taxes due to failure to properly assess.
17. Release and Agreement by and between DTE Methane Resources, L.L.C., to Jack R. Woolard and Mark A. Woolard, dated January 23, 2007 and filed November 30, 2009 in Miscellaneous Record 321 at Page 481 as Document Number 11975 in the Recorder's Office of Williamson County, Illinois.

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SCHEDULE B
(Continued)

18. Grant of Surface Easement granted to Williamson Energy, LLC, dated August 12, 2010 and filed August 27, 2010 in Miscellaneous Record 325 at Page 899 as Document Number 7645 in the Recorder's Office of Williamson County, Illinois.
19. Access may be limited to contiguous parcels herein described. Therefore, an attempt to convey a portion of the property may cause certain parcels to become landlocked. (03-11-300-001 via 03-11-100-017)
20. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

Partial Release of Leased Premises From Amended and Restated Coal Mining Lease Agreement dated August 14, 2014, filed October 2, 2014, in Book 349, at Page 410, as File Number 2014-00007723 in the Recorder's Office of Williamson County, Illinois.

NOTE: The above described Partial Release does not affect the herein described property.

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SCHEDULE B
(Continued)

21. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

* Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed alta forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

** Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of the Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-538 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

Parcel 1: The East Thirty Two (32) acres of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$); and the Southeast Quarter (SE $\frac{1}{4}$) except the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter, all in Section 10, Township 8 South, Range 3 East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Numbers 03-10-200-005 & 03-10-400-001

Parcel 2: The Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$); the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$); North Ten (10) acres of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), all in Section 11, Township 8 South, Range 3 East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Numbers 03-11-100-017 & 03-11-300-001

Auction Tract 22
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-539A REVISED
Issuing Office File Number: T18-539A
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 25, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 03-14-300-002. Taxes of record for 2017 payable in 2018 were: \$99.20, PAID OF RECORD.

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. Easement granted to Williamson Development Company, LLC, dated September 25, 2007 and filed September 28, 2007 in Miscellaneous Record 307 at Page 561 as Document Number 10883 in the Recorder's Office of Williamson County, Illinois.
11. **Subject to roads and railroad right of ways.
12. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
13. *Subject to the rights of tenants in possession, if any.
14. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
15. *Subject to CRP contracts, if any.

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SCHEDULE B
(Continued)

16. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

17. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

* Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed alta forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

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SCHEDULE B
(Continued)

** Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of the Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email:
customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-539A REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

The Southeast Quarter of the Southwest Quarter except the South 660 feet thereof, all in Section 14, Township 8 South, Range 3 East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

LESS AND EXCEPT: A part of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 14 Township 8 South, Range 3 East, more particularly described as follows:

Commencing at a roof bolt marking the Southeast corner of the Southwest Quarter (SW 1/4) of said Section 14; thence North 0° 05' 00" West, along the East line of the Southwest Quarter (SW 1/4) of said Section 14, a distance of 1,305.92 feet to a #5 rebar at the Point of Beginning; thence North 0°05'00" West, along the East line, 674.00 feet to a #5 rebar; thence North 89°05'31" West, 1,292.66 feet to a #5 rebar on the East Right of Way line of Williams Prairie Road; thence South 4°24'30" East, along said East Right of Way line 163.20 feet to a #5 rebar, thence South 1°00'38" West, along said East Right of Way line 95.75 feet to a #5 rebar; thence South 4°27'17" West, along said East Right of Way line 416.30 feet to a #5 rebar; thence South 89°05'08" East, 1,315.12 feet to a #5 rebar at the said Point of Beginning.

Informational Note: Property Record Number 03-14-300-002

Auction Tract 23
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-540A REVISED
Issuing Office File Number: T18-540A
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 25, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. We should be furnished with a final signed survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 03-14-300-007. Taxes of record for 2017 payable in 2018 were: \$290.62, PAID OF RECORD. (Affects Additional Property)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., dated April 8, 1991 and filed May 13, 1991 in Miscellaneous Record 204 at Page 737 as Document Number 2915 in the Recorder's Office of Williamson County, Illinois.
11. **Subject to roads and railroad right of ways.
12. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
13. *Subject to the rights of tenants in possession, if any.
14. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
15. *Subject to CRP contracts, if any.
16. Grant of Surface Easement granted to Williamson Energy, LLC, dated August 12, 2010 and filed August 27, 2010 in Miscellaneous Record 325 at Page 899 as Document Number 7645 in the Recorder's Office of Williamson County, Illinois.
17. This company has been informed that a survey will be completed on the herein described property and that only a portion of the herein described property will be insured via this commitment. Thus, we should be furnished with a survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)

18. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

19. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

* Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed alta forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)

** Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of the Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email:
customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-540A REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

(For Informational Purposes Only)

A portion of the following described property:

The Southwest Quarter (SW ¼) except the South 660 feet thereof, also except the Southeast Quarter of the Southwest Quarter all in Section 14, Township 8 South, Range 3 East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

LESS AND EXCEPT: A part of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 14 Township 8 South, Range 3 East, more particularly described as follows:

Commencing at a roof bolt marking the Southeast corner of the Southwest Quarter (SW 1/4) of said Section 14; thence North 0° 05' 00" West, along the East line of the Southwest Quarter (SW 1/4) of said Section 14, a distance of 1,305.92 feet to a #5 rebar at the Point of Beginning; thence North 0°05'00" West, along the East line, 674.00 feet to a #5 rebar; thence North 89°05'31" West, 1,292.66 feet to a #5 rebar on the East Right of Way line of Williams Prairie Road; thence South 4°24'30" East, along said East Right of Way line 163.20 feet to a #5 rebar, thence South 1°00'38" West, along said East Right of Way line 95.75 feet to a #5 rebar; thence South 4°27'17" West, along said East Right of Way line 416.30 feet to a #5 rebar; thence South 89°05'08" East, 1,315.12 feet to a #5 rebar at the said Point of Beginning.

Informational Note: A part of Property Record Number 03-14-300-007

Auction Tract 24
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-541 REVISED 3
Issuing Office File Number: T18-541
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: June 29, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. We should be furnished with corrected tax records. (Tract 2) (See exception 8)

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-06-300-006. Taxes of record for 2017 payable in 2018 were: \$123.68, PAID OF RECORD. (Tract 1)

Property Record Number 04-06-300-008. Taxes of record for 2017 payable in 2018 were: \$72.86, PAID OF RECORD. (Tract 2)

The tax bill and assessors card provided by the Williamson County Assessor's Office contain the following brief legal: Part of the South Half of the Southwest Quarter of the Southwest Quarter in Section 6, Township 8 South, Range 4 East. However, the herein described Tract 6 is a part of both the South Half and the North Half of the Southwest Quarter of the Southwest Quarter in Section 6, Township 8 South, Range 4 East. Thus, we should be furnished with corrected tax records.

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. **Subject to roads and road right of ways.
11. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
12. *Subject to the rights of tenants in possession, if any.
13. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
14. *Subject to CRP contracts, if any.

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SCHEDULE B
(Continued)

15. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

Partial Release of Leased Premises From Amended and Restated Coal Mining Lease Agreement dated August 14, 2014, filed October 2, 2014, in Book 349, at Page 410, as File Number 2014-00007723 in the Recorder's Office of Williamson County, Illinois.

NOTE: The above described Partial Release does not affect the herein described property.

16. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

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SCHEDULE B
(Continued)

17. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

* Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

** Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of the Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-541 REVISED 3

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1:

Fifteen (15) acres, more or less, off the West end of the South Twenty-four (24) acres of the Southwest Quarter of the Southwest Quarter, in Section Six (6), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian, Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-06-300-006

Tract 2:

Part of the Southwest Quarter of the Southwest Quarter, in Section Six (6), Township Eight (8) South, Range Four (4) East, of the Third Principal Meridian, more particularly described as beginning at the Southeast corner thereof, thence North 48 rods, thence West 30 rods, thence south 48 rods, thence East 30 rods to the point of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

EXCEPT approximately Two acres described as follows:

Beginning at a point 100 feet North of the Southeast corner of the Southwest Quarter of the Southwest Quarter, thence North 692 feet, thence West 183 feet, thence South 294 feet, thence on a Southeasterly diagonal back to the beginning point on the East Boundary line, said exception containing approximately Two acres. Said diagonal border has been established by a series of metal rods implanted by agreement, and the Northeast corner of this parcel also is established by a metal rod implanted in like manner, in Section Six (6), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian, Williamson County, Illinois.

Informational Note: Property Record Number 04-06-300-008

Auction Tract 25
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-542 REVISED
Issuing Office File Number: T18-542
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 15, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 03-01-400-007. Taxes of record for 2017 payable in 2018 were: \$515.34, PAID OF RECORD.

Property Record Number 03-01-400-008. Taxes of record for 2017 payable in 2018 were: \$1,029.98, PAID OF RECORD.

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. Easement to General Telephone Company of Illinois, filed March 25, 1964 in Misc. Record 105 Page 959.
11. Easement to General Telephone Company of Illinois, filed June 30, 1971 in Misc. Record 129 Page 702.
12. Easement to General Telephone Company of Illinois, filed June 30, 1971 in Misc. Record 129 Page 698.
13. Easement to Southeastern Illinois Electric Cooperative, Inc., filed August 29, 1977 in Misc. Record 149 Page 255.
14. Waterline Easement to Steelhead Development Company, LLC, filed December 2, 2005 in Misc. Record 295 Page 171.
15. Memorandum of Decision of Highway Commissioner to vacate a portion of a district road dated February 24, 2012, filed February 24, 2012 in Miscellaneous Record 335 at Page 40 as Document Number 1595 in the Recorder's Office of Williamson County, Illinois.
16. *Subject to the rights of tenants in possession, if any.
17. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
18. *Subject to CRP contracts, if any.
19. **Subject to roads and road right of ways.
20. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.

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SCHEDULE B
(Continued)

21. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

22. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

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SCHEDULE B
(Continued)

* Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

** Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of the Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-542 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

The West One-half ($W \frac{1}{2}$) of the East one-half ($E \frac{1}{2}$) of the Southeast Quarter ($SE \frac{1}{4}$) of the Southeast Quarter ($SE \frac{1}{4}$); and the East One-fourth ($E \frac{1}{4}$) of the Southeast Quarter ($SE \frac{1}{4}$) of the Southeast Quarter ($SE \frac{1}{4}$) all in Section One (1), Township Eight (8) South, Range Three (3) East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Numbers 03-01-400-007 & 03-01-400-008

Auction Tract 26
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-543 REVISED
Issuing Office File Number: T18-543
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 18, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
 - Tract 1: New River Royalty, LLC
 - Tract 2: New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Tract 1: New River Royalty, LLC
Tract 2: New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 03-13-200-003 . Taxes of record for 2017 payable in 2018 were: \$875.48, PAID OF RECORD. (Tract 1)

Property Record Number 03-13-200-004. Taxes of record for 2017 payable in 2018 were: \$1,545.32, PAID OF RECORD. (Tract 2)

9. *Subject to the rights of tenants in possession, if any.
10. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
11. *Subject to CRP contracts, if any.
12. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
13. **Subject to roads and railroad right of ways.
14. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., dated June 21, 1975 and filed July 11, 1975 in Miscellaneous Record 142 at Page 37 as Document Number 8927 in the Recorder's Office of Williamson County, Illinois. (Tract 1)
15. Easement to Southeastern Illinois Electric Cooperative, Inc., filed April 25, 1961 in Misc. Record 93 Page 100. (Tract 2)
16. Easement to Southeastern Illinois Electric Cooperative, Inc., filed April 25, 1961 in Misc. Record 93 Page 93. (Tracts 2)
17. Gas Storage Rights in deed made by Madison Coal Corp. to Zeigler Coal Company, filed April 6, 1976 in Deed Record 378 Page 866. (Tract 2)
18. Easement to General Telephone Company of Illinois, filed March 14, 1962 in Misc. Record 96 Page 77. (Tract 2)
19. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.

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SCHEDULE B
(Continued)

20. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

Partial Release of Leased Premises From Amended and Restated Coal Mining Lease Agreement dated August 14, 2014, filed October 2, 2014, in Book 349, at Page 410, as File Number 2014-00007723 in the Recorder's Office of Williamson County, Illinois.

NOTE: The above described Partial Release does not affect the herein described property.

21. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

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SCHEDULE B
(Continued)

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-543 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1:

East 40 rods of the N1/2 NE 1/4 of the NE1/4, Section 13, T8S, R3E of 3rd P.M., except a strip 20 rods North and South by 40 rods East and West across and off the North side thereof, Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 03-13-200-003.

Tract 2:

Parcel 1: The South One-half (S ½) of the Northeast Fourth (NE ¼) of the Northeast Quarter (NE ¼) of Section Thirteen (13), Township Eight (8) South, Range Three (3) East of the Third Principal Meridian.

Parcel 2: The North One-half (N ½) of the Northeast Fourth (NE ¼) of the Northeast Quarter (NE ¼) of Section Thirteen (13), Township Eight (8) South, Range Three (3) East of the Third Principal Meridian, and further excepting the following parcels to-wit:

Parcel A: Twenty (20) Rods North and South by Forty (40) Rods East and West in the Northeast corner of the above described tract.

Parcel B: The East Forty (40) rods of the North One-half (N ½) of the Northeast Fourth (NE ¼) of the Northeast Quarter (NE ¼) of Section Thirteen (13), Township Eight (8) South, Range Three (3) East of the Third Principal Meridian, excepting a strip Twenty (20) rods North and South by Forty (40) rods East and West across and off the North side thereof.

Informational Note: Property Record Number 03-13-200-004.

Auction Tract 27
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-544 REVISED
Issuing Office File Number: T18-544
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 15, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
10. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 03-13-200-012. Taxes of record for 2017 payable in 2018 were: \$1,029.98, PAID OF RECORD. (Tract 1)

Property Record Number 03-13-400-028. Taxes of record for 2017 payable in 2018 were: \$565.84, PAID OF RECORD. (Tract 1)

Property Record Number 03-13-400-027. Taxes of record for 2017 payable in 2018 were: \$386.52, PAID OF RECORD. (Tract 2)

Property Record Number 03-13-400-029. Taxes of record for 2017 payable in 2018 were: \$423.84, PAID OF RECORD. (Tract 2)

Property Record Number 03-13-200-010. Taxes of record for 2017 payable in 2018 were: \$1,579.74, PAID OF RECORD. (Tract 3)

Property Record Number 03-13-200-011 . Taxes of record for 2017 payable in 2018 were: \$515.34, PAID OF RECORD. (Tract 4)

Property Record Number 03-13-400-026. Taxes of record for 2017 payable in 2018 were: \$280.36, PAID OF RECORD. (Tract 4)

Property Record Number 03-13-200-009 . Taxes of record for 2017 payable in 2018 were: \$773.02, PAID OF RECORD. (Tract 5)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. License and permission to erect, install and/or suspend telegraph telephone, communication, transmission and/or power wires by and between Madison Coal Corporation and Southeastern Illinois Electric Cooperative, Inc., filed April 25, 1961 in Misc. Record 93 Page 93. (Tracts 1 & 2)
11. Memorandum of Lease by and between Illinois Methane LLC and Muirfield Resources Company dated June 1, 1999, filed June 21, 1999, in Misc. Record 249, at Page 825, as Document Number 7213 in the Recorder's Office of Williamson County, Illinois.

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SCHEDULE B
(Continued)

12. Easement and right of way for roadway purposes to Muirfield Resources Company, filed August 8, 2000 in Misc. Record 257 Page 52, and subject to terms, provisions and conditions therein. (Tracts 1-4)
13. Gas Storage Rights in deed between Madison Coal Corporation and Zeigler Coal Company, filed April 6, 1976 in Deed Record 378 Page 866, and subject to terms, provisions, conditions and easements therein. (Tracts 1, 2 & 3)
14. Easements for ingress, egress and utility purposes in the following deed records:
 - a. Deed to James E. Still filed January 29, 2001 in Deed Record 454 Page 380.
 - b. Deed to Charles Still and Margie Still filed January 29, 2001 in Deed Record 454 Page 381.
 - c. Deed to Earl W. Hutchinson and Faye L. Hutchinson filed March 20, 2001 in Deed Record 454 Page 809.
 - d. Deed to Scott Hutchinson and Heidi Y. Hutchinson filed July 9, 2002 in Deed Record 459 Page 430. (Tracts 1, 2 & 3)
15. *Subject to the rights of tenants in possession, if any.
16. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
17. *Subject to CRP contracts, if any.
18. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
19. **Subject to roads and railroad right of ways.
20. Right of Way Easement granted to Southeastern Electric Cooperative, Inc., dated June 2, 1979 and filed July 31, 1979 in Miscellaneous Record 156 at Page 837 as Document Number 9561 in the Recorder's Office of Williamson County, Illinois. (Tract 5)
21. Rights, if any, of the United States of America, State of Illinois, the municipality and the public in and to so much of the land, if any, as may have been formed by means other than natural accretions or may be covered by the waters of any lake or reservoir located on the surface lying above or within the description contained herein.
22. Subject to the terms, provisions, limitations and rights of others as to the use of the easement located on the herein described property as shown in Warranty Deed filed June 19, 2009 in Deed Record 482 at Page 811 in the Recorder's Office of Williamson County, Illinois. (Tract 4)
23. Subject to riparian rights, if any.

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SCHEDULE B
(Continued)

24. Terms, provisions, conditions, covenants and reservations in deed by and between Mississippi Valley Corporation and Joseph A. Morris, filed December 29, 1999 in Deed Record 451 Page 2. (Tracts 1-3)
25. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

Partial Release of Leased Premises From Amended and Restated Coal Mining Lease Agreement dated August 14, 2014, filed October 2, 2014, in Book 349, at Page 410, as File Number 2014-00007723 in the Recorder's Office of Williamson County, Illinois.

NOTE: The above described Partial Release does not affect the herein described property.

26. This commitment, and policy, when issued does not insure any coal, oil, gas, or other minerals. Therefore, any documents of record affecting the mineral estate including oil and gas leases have been intentionally omitted.

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SCHEDULE B
(Continued)

27. Rights of the United States of America, State of Illinois, the municipality and the public in and to that part of the land lying within the bed of the lake.
28. Right of owners of land bordering on the lake in respect to the water and use of the surface of said lake.
29. Access may be limited to contiguous parcels herein described. Therefore, an attempt to convey a portion of the property may cause certain parcels to become landlocked. (Tracts 1, 2, 3, & 4 via Tract 5)
30. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.
31. Memorandum of Surface Easement and Agreement granted to Williamson Energy, LLC, dated August 10, 2018 and filed August 29, 2018, in Book 368, at Page 490, as Document Number 2018-00006565, in the Recorder's Office of Williamson County, Illinois.

* Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

** Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of the Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email:
customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-544 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1:

The West One-Half ($W \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) of the Northeast Quarter ($NE \frac{1}{4}$) and the West One-Half ($W \frac{1}{2}$) of the North One-half ($N \frac{1}{2}$) of the Northwest Quarter ($NW \frac{1}{4}$) of the Southeast Quarter ($SE \frac{1}{4}$), all in Section Thirteen (13), Township Eight (8) South, Range Three (3) East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals

Informational Note: Property Record Numbers 03-13-200-012 and 03-13-400-028.

Tract 2:

The South $\frac{3}{4}$ of the West $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Northeast Quarter of the Southeast Quarter; and the South $\frac{3}{4}$ of the East $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Northwest Quarter of the Southeast Quarter, all in Section Thirteen, Township Eight South, Range Three East of the 3rd P.M. Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals

Informational Note: Property Record Numbers 03-13-400-027 and 03-13-400-029.

Tract 3:

The North $\frac{3}{4}$ of the West $\frac{1}{2}$ of the Southeast Quarter of the Northeast Quarter and the North $\frac{3}{4}$ of the East $\frac{1}{2}$ of the Southwest Quarter of the Northeast Quarter, in Section Thirteen, Township Eight South, Range Three East, of the 3rd P.M., Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 03-13-200-010

Tract 4:

The North Quarter ($N \frac{1}{4}$) of the West Half ($W \frac{1}{2}$) of the North Half ($N \frac{1}{2}$) of the Northeast Quarter ($NE \frac{1}{4}$) of the Southeast Quarter ($SE \frac{1}{4}$); and the North Quarter ($N \frac{1}{4}$) of the East Half ($E \frac{1}{2}$) of the North Half ($N \frac{1}{2}$) of the Northwest Quarter ($NW \frac{1}{4}$) of the Southeast Quarter ($SE \frac{1}{4}$), and the South Quarter ($S \frac{1}{4}$) of the West Half ($W \frac{1}{2}$) of the Southeast Quarter ($SE \frac{1}{4}$) of the Northeast Quarter ($NE \frac{1}{4}$); and the South Quarter ($S \frac{1}{4}$) of the East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) of the Northeast Quarter ($NE \frac{1}{4}$), All in Section 13, Township Eight (8) South, Range Three (3) East of 3rd P.M., Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Numbers 03-13-200-011 and 03-13-400-026.

Tract 5:

The surface only of the South Half ($S \frac{1}{2}$) of the Southeast ($SE \frac{1}{4}$) of the Southeast Quarter ($SE \frac{1}{4}$) of the Northeast Quarter ($NE \frac{1}{4}$), Section 13, Township Eight (8) South, Range Three (3) East of the 3rd P.M., Williamson County Illinois. Situated in Williamson County, Illinois.

EXHIBIT A
(Continued)

Commitment Number: T18-544 REVISED

Informational Note: Property Record Number 03-13-200-009.

Auction Tract 28
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-545 REVISED
Issuing Office File Number: T18-545
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 15, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: _____
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 03-13-400-016. Taxes of record for 2017 payable in 2018 were: \$643.46, PAID OF RECORD. (Tract 1)

Property Record Number 03-13-400-003. Taxes of record for 2017 payable in 2018 were: \$643.46, PAID OF RECORD. (Tract 2)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. **Subject to roads and road right of ways.
11. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
12. *Subject to the rights of tenants in possession, if any.
13. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
14. *Subject to CRP contracts, if any.

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SCHEDULE B
(Continued)

15. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.
16. Easement granted Southeastern Illinois Electric Cooperative, Inc., by instrument filed April 25, 1961 in Miscellaneous Record 93 Page 93. (Tract 2)
17. Quit Claim Deed to Gas Storage Rights from Madison Coal Corp., to Zeigler Coal Company by instrument filed for record April 6, 1976 in Deed Record 378 Page 866. (Tract 2)
18. This commitment, and policy, when issued does not insure any coal, oil, gas, or other minerals. Therefore, any documents of record affecting the mineral estate including oil and gas leases have been intentionally omitted.
19. Easement to Southeastern Illinois Electric Cooperative, Inc., filed April 25, 1961 in Misc. Record 93 Page 100. (Tract 2)

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SCHEDULE B
(Continued)

20. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

* Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

** Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of the Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-545 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1:

The South Half of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter, in Section Thirteen (13), Township Eight (8) South, Range Three (3) East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 03-13-400-016

Tract 2:

THE SURFACE ONLY of the North Half (N ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Thirteen (13), Township Eight (8) South, Range Three (3) East of the Third Principal Meridian, Williamson County, Illinois.

Informational Note: Property Record Number 03-13-400-003

Auction Tract 33
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-550 REVISED
Issuing Office File Number: T18-550
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 22, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.
- Taxes: The lien for General Taxes for the year 2018 and thereafter.
- Property Record Number 04-19-100-014. Taxes of record for 2017 payable in 2018 were: \$631.50, PAID OF RECORD.
9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. Dedication of Right of Way executed by Julia Williams, to the People of the State of Illinois, dated July 22, 1932, filed September 19, 1932, and recorded in Deed Record 214 Page 38.
11. Easement to Southeastern Illinois Electric Cooperative, Inc., filed December 9, 1977 in Misc. Record 150 Page 388.
12. Easement to Southeastern Illinois Electric Cooperative, Inc., filed November 26, 1985 in Misc. Record 180 Page 858.
13. Easement to County of Williamson, filed August 13, 1993 in Misc. Record 216 Page 686.
14. NOTE: The following is provided for your information and is not a part of the policy. The following Environmental Disclosure Doc. for Transfer of Real Estate Property appear of record which include a description of land insured or a part thereof. Date of recording April 25, 1995, in Misc. Record 225 at Page 397.
15. *Subject to the rights of tenants in possession, if any.
16. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
17. *Subject to CRP contracts, if any.
18. **Subject to roads and railroad right of ways.
19. This Commitment and policy, when issued, does not insure title to any mobile home that may be placed on the property.
20. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.

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SCHEDULE B
(Continued)

21. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

Partial Release of Leased Premises From Amended and Restated Coal Mining Lease Agreement dated August 14, 2014, filed October 2, 2014, in Book 349, at Page 410, as File Number 2014-00007723 in the Recorder's Office of Williamson County, Illinois.

NOTE: The above described Partial Release does not affect the herein described property.

22. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

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SCHEDULE B
(Continued)

23. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-550 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

A part of the North One-Half (N ½) of the Northeast Fourth (NE ¼) of the Northwest Quarter (NW ¼) of Section Nineteen (19), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian, beginning at the Northwest corner and run thence East Two Hundred Twenty (220) feet for a point of beginning; thence run East 300 feet; thence run South to the South line of the North One-Half of the Northeast Fourth of the Northwest Quarter; thence run West along the South line of said Quarter a distance of 300 feet; thence run North to the North line of said North One-Half of the Northeast One-fourth of the Northwest Quarter, to the point of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-19-100-014.

Auction Tract 34
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-551 REVISED
Issuing Office File Number: T18-551
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 22, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
 - Tract 1: New River Royalty, LLC
 - Tract 2: New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
 - SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Tract 1: New River Royalty, LLC

Tract 2: New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
(Continued)

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-18-400-019. Taxes of record for 2017 payable in 2018 were: \$344.52, PAID OF RECORD. (Tract 1)

Property Record Number 04-18-400-020. Taxes of record for 2017 payable in 2018 were: \$104.62, PAID OF RECORD. (Tract 2)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. *Subject to the rights of tenants in possession, if any.
11. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
12. *Subject to CRP contracts, if any.
13. **Subject to roads and railroad right of ways.
14. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
15. Easement to Village of Galatia, filed May 9, 1974 in Misc. Record 138 Page 469.
16. Easement to Village of Galatia, filed September 2, 2005 in Misc. Record 293 Page 561.
17. Subject to the terms, provisions, limitations and rights of others as to the use of the easement located on the herein described property. (Tract 2)
18. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

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SCHEDULE B
(Continued)

19. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

Partial Release of Leased Premises From Amended and Restated Coal Mining Lease Agreement dated August 14, 2014, filed October 2, 2014, in Book 349, at Page 410, as File Number 2014-00007723 in the Recorder's Office of Williamson County, Illinois.

NOTE: The above described Partial Release does not affect the herein described property.

20. Access may be limited to contiguous parcels herein described. Therefore, an attempt to convey a portion of the property may cause certain parcels to become landlocked. (04-18-400-020 via 04-18-400-019)
21. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

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SCHEDULE B
(Continued)

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-551 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1:

Part of the East one-half (E ½) of the South One-half (S ½) of the Southwest Fourth (SW ¼) of the Southeast Quarter (SE ¼) of Section Eighteen (18) Township Eight (8) South, Range Four (4) East of the Third Principal Meridian, situated in the County of Williamson and State of Illinois; more particularly described as follows:

Beginning at the Southwest corner of above described tract; thence running East 208.8 feet; thence North 206 feet; thence East 451.2 feet more or less, to the East line of said tract; thence North 400 feet more or less, to the Northeast corner of said tract; thence West 660 feet more or less, to the Northwest corner of said tract; thence South 660 feet, more or less to the Point of Beginning. Situated in Williamson County, Illinois. Except all coal, oil, gas and other minerals.

EXCEPT THE FOLLOWING DESCRIBED TRACT OF REAL ESTATE, TO-WIT: A part of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 18, Township 8 South, Range 4 East of the Third Principal Meridian, all located in Williamson County, Illinois. Further described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 18, thence North 0 degrees 36 minutes 06 seconds East along the East line of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 18, 260.00 feet to the point of beginning; thence North 89 degrees 18 minutes, 42 seconds West, 217.80 feet to a #4 rebar; thence North 0 degrees 36 minutes 06 seconds East, 400.00 feet to a #4 rebar; thence South 89 degrees 18 minutes 42 seconds East, 217.80 feet to a #4 rebar; thence South 0 degrees 36 minutes 06 seconds West, along the East line of the Southwest Quarter of the Southeast Quarter of said Section 18, to the said Point of Beginning.

Informational Note: Property Record Number 04-18-400-019

Tract 2:

Part of the Southwest Quarter of the Southeast Quarter of Section 18, Township 8 South, Range 4 East of the Third Principal Meridian, all located in Williamson County, IL.

Further described as follows:

Commencing at the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 18; thence North 0 degrees 36 minutes 06 seconds East along the East line of the Southwest Quarter of the Southeast Quarter of said Section 18, 260.00 feet to the Point of Beginning; thence North 89 degrees 18 minutes 42 seconds West, 217.80 feet to a #4 rebar; thence North 0 degrees 36 minutes 06 seconds East, 400.00 feet to a #4 rebar; thence South 89 degrees 18 minutes 42 seconds East, 217.80 feet to a #4 rebar; thence South 0 degrees 36 minutes 06 seconds West, along the East line of the Southwest Quarter of the Southeast Quarter of said Section 18, to the said Point of Beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-18-400-020.

Auction Tract 35
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-552 REVISED
Issuing Office File Number: T18-552
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 25, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-17-300-012. Taxes of record for 2017 payable in 2018 were: \$1,051.52, PAID OF RECORD. (Tract 1)

Property Record Number 04-18-400-017. Taxes of record for 2017 payable in 2018 were: \$394.60, PAID OF RECORD. (Tract 1)

Property Record Number 04-17-300-008. Taxes of record for 2017 payable in 2018 were: \$526.12, PAID OF RECORD. (Tract 2)

Property Record Number 04-18-400-014. Taxes of record for 2017 payable in 2018 were: \$210.74, PAID OF RECORD. (Tract 2)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. **Subject to roads and railroad right of ways.
11. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
12. *Subject to the rights of tenants in possession, if any.
13. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
14. *Subject to CRP contracts, if any.
15. Access may be limited to contiguous parcels herein described. Therefore, an attempt to convey a portion of the property may cause certain parcels to become landlocked. (04-17-300-012 via 04-18-400-017) (04-17-300-008 via 04-18-400-014)
16. Easement granted to Orville Dickhaut, Luella Dickhaut, Allen E. Cobb, Stacey L. Cobb, and Christopher W. Griffith, dated September 13, 1997 and filed September 15, 1997 in Miscellaneous Record 237 at Page 993 as Document Number 9413 in the Recorder's Office of Williamson County, Illinois. (Tract 2)

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SCHEDULE B
(Continued)

17. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., dated November 21, 1979 and filed November 28, 1979 in Miscellaneous Record 158 at Page 150 as Document Number 2895 in the Recorder's Office of Williamson County, Illinois. (Tract 1)
18. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

Partial Release of Leased Premises From Amended and Restated Coal Mining Lease Agreement dated August 14, 2014, filed October 2, 2014, in Book 349, at Page 410, as File Number 2014-00007723 in the Recorder's Office of Williamson County, Illinois.

NOTE: The above described Partial Release does not affect the herein described property.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)

19. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

20. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

* Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

** Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of the Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-552 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1:

The South Half of the South Half of the Northwest Quarter of the Southwest Quarter, in Section Seventeen (17);

And

All that part of the South Half of the South Half of the Northeast Quarter of the Southeast Quarter, in Section Eighteen (18), lying Easterly and adjacent to the township road as now located and that extends across the East part of the Southeast Quarter, in Section Eighteen (18),

All in Township Eight (8) South, Range Four (4) East of the Third Principal Meridian, Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Numbers 04-17-300-012 & 04-18-400-017

Tract 2:

The North Half of the South Half of the Northwest Quarter of the Southwest Quarter, in Section 17;

AND

All that part of the North Half of the South Half of the Northeast Quarter of the Southeast Quarter, in Section 18, lying Easterly and adjacent to the township road as now located and that extends across the East part of the Southeast Quarter, Section 18,

All in Township 8 South, Range 4 East of the 3rd P.M., Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Numbers 04-17-300-008 & 04-18-400-014

Auction Tract 36
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-553 REVISED 2
Issuing Office File Number: T18-553
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 18, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-17-300-010. Taxes of record for 2017 payable in 2018 were: \$1,051.52, PAID OF RECORD. (Tract 2)

Property Record Number 04-17-300-011. Taxes of record for 2017 payable in 2018 were: \$526.12, PAID OF RECORD. (Tract 3)

Property Record Number 04-18-400-018. Taxes of record for 2017 payable in 2018 were: \$48.58, PAID OF RECORD. (Tract 3)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. **Subject to roads and road right of ways.
11. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
12. *Subject to the rights of tenants in possession, if any.
13. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
14. *Subject to CRP contracts, if any.

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SCHEDULE B
(Continued)

15. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

Partial Release of Leased Premises From Amended and Restated Coal Mining Lease Agreement dated August 14, 2014, filed October 2, 2014, in Book 349, at Page 410, as File Number 2014-00007723 in the Recorder's Office of Williamson County, Illinois.

NOTE: The above described Partial Release does not affect the herein described property.

16. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

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SCHEDULE B
(Continued)

17. Reservation of a 20 foot easement for ingress, egress and utility purposes off the North side as reserved in deed to Billy E. Gardner and Ella K. Gardner, recorded April 14, 1998, in Deed Record 444, at Page 360. (Tract 2)
18. Structure damage payment agreement between Monte Laughlin and Vickie Laughlin and Williamson Energy, LLC, recorded March 19, 2010, in Miscellaneous Record 323, at Page 155. (Tract 2)
19. Rights of the adjoining owner or owners to the concurrent use of said easement, as shown in Misc. Record 237 at Page 993. (Tract 2)
20. Rights contained in Warranty Deed to Subsidence Rights to Williamson Energy, LLC recoded August 13, 2007 in Deed Record 477, Page 833. (Tract 2)
21. Subject to the terms, provisions, and conditions as shown in Easement granted to Orville Dickhaut, Luella Dickhaut, Allen E. Cobb, Stacey L. Cobb, and Christopher W. Griffith, dated September 13, 1997 and filed September 15, 1997 in Miscellaneous Record 237 at Page 993 as Document Number 9413 in the Recorder's Office of Williamson County, Illinois. (Tract 2)
22. Access may be limited to contiguous parcels herein described. Therefore, an attempt to convey a portion of the property may cause certain parcels to become landlocked. (04-17-300-011 via 04-18-400-018)
23. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

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SCHEDULE B
(Continued)

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

(1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns

(2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns

(3) Payment of Owner's Commercial Survey endorsement fee

(4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-553 REVISED 2

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1:

This tract has been intentionally omitted.

Tract 2:

The North ½ of the Northeast Quarter of the Southwest Quarter, Section 17, Township 8 South, Range 4 East. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

AND

An easement 20 feet wide off the North side of the North ½ of the North ½ of the Northwest Quarter of the Southwest Quarter for ingress and egress and utility purposes; Section 17, Township 8 South, Range 4 East of the 3rd P.M., all in Williamson County, Illinois.

Informational Note: Property Record Number 04-17-300-010.

Tract 3:

The South Half of the North Half of the Northwest Quarter of the Southwest Quarter, in Section 17;

AND

That part of the South Half of the North Half of the Northeast Quarter of the Southeast Quarter, in Section 18, that lies East of the County Gravel Road.

All in Township 8 South, Range 4 East of the 3rd P.M., Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals

Informational Note: Property Record Numbers 04-17-300-011 and 04-18-400-018.

Auction Tract 37
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-554 REVISED 2
Issuing Office File Number: T18-554
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 15, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-17-100-013. Taxes of record for 2017 payable in 2018 were: \$1,157.62, PAID OF RECORD. (Tract 1)

Property Record Number 04-17-100-012. Taxes of record for 2017 payable in 2018 were: \$79.22, PAID OF RECORD. (Tract 2)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. *Subject to the rights of tenants in possession, if any.
11. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
12. *Subject to CRP contracts, if any.
13. **Subject to roads and road right of ways.
14. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
15. Easement granted Southeastern Illinois Electric Cooperative, Inc., by instrument filed April 25, 1961 in Miscellaneous Record 93 Page 93. (Tract 1)
16. Easement granted Southeastern Illinois Electric Cooperative, Inc., by instrument filed April 25, 1961 in Miscellaneous Record 93 Page 100. (Tract 1)
17. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., dated November 21, 1979 and filed November 28, 1979 in Miscellaneous Record 158 at Page 150 as Document Number 2895 in the Recorder's Office of Williamson County, Illinois. (Tract 1)
18. Subject to the terms, provisions, limitations and rights of others as to the use of the easement located on the herein described property as shown in Warranty Deed filed January 8, 1998 in Property Record 443 at Page 560. (Tract 2)

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SCHEDULE B
(Continued)

19. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

Partial Release of Leased Premises From Amended and Restated Coal Mining Lease Agreement dated August 14, 2014, filed October 2, 2014, in Book 349, at Page 410, as File Number 2014-00007723 in the Recorder's Office of Williamson County, Illinois.

NOTE: The above described Partial Release does not affect the herein described property.

20. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

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SCHEDULE B
(Continued)

21. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-554 REVISED 2

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1:

The South Half (S ½) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section Seventeen (17), EXCEPT One-half (1/2) acre in the Southwest corner thereof, Township Eight (8) South, Range Four (4) East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

LESS AND EXCEPT:

A part of the Southwest Quarter of the Northwest Quarter of Section 17, Township 8 South, Range 4 East of the Third Principal Meridian located in Williamson County, IL. Further described as follows:

Commencing at a 5/8 inch iron pin marking the Southwest corner of the Northwest Quarter of said Section 17; thence North 0 degrees 34 minutes 11 seconds East along the West line of the Northwest Quarter of said Section 17, a distance of 333.14 feet to #4 rebar at the Point of Beginning; thence North 0 degrees 34 minutes 11 seconds East along said West line 333.62 feet to a 3/4 inch pipe; thence South 89 degrees 46 minutes 33 seconds East along the North line of the South One half of the Southwest Quarter of the Northwest Quarter of said Section 17; a distance of 652.84 feet to a #4 rebar; thence South 0 degrees 34 minutes 11 seconds West, 333.62 feet to a #4 rebar; thence North 89 degrees 46 minutes 34 seconds West, 652.84 feet to the said Point of Beginning.

Informational Note: Property Record Number 04-17-100-013

Tract 2:

One-half acre in the Southwest corner of the South Half of the Southwest Quarter of the Northwest Quarter, in Section Seventeen (17), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian, Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-17-100-012

Auction Tract 38
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-555 REVISED 2
Issuing Office File Number: T18-555
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 15, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-17-100-009. Taxes of record for 2017 payable in 2018 were: \$1,523.06, PAID OF RECORD. (Tract 1)

Property Record Number 04-17-100-006. Taxes of record for 2017 payable in 2018 were: \$920.72, PAID OF RECORD. (Tract 3)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. **Subject to roads and railroad right of ways.
11. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
12. *Subject to the rights of tenants in possession, if any.
13. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
14. *Subject to CRP contracts, if any.

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SCHEDULE B
(Continued)

15. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

Partial Release of Leased Premises From Amended and Restated Coal Mining Lease Agreement dated August 14, 2014, filed October 2, 2014, in Book 349, at Page 410, as File Number 2014-00007723 in the Recorder's Office of Williamson County, Illinois.

NOTE: The above described Partial Release does not affect the herein described property.

16. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

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SCHEDULE B
(Continued)

17. Right of Way Easement to Southeastern Illinois Electric Cooperative, Inc., recorded December 10, 1992, in Miscellaneous Record 213, at Page 132. (Tract 1)
18. Easement recorded April 25, 1961, in Miscellaneous Record 93, at Page 100, to Southeastern Illinois Electric Cooperative, Inc.
19. Easement recorded November 28, 1979, in Miscellaneous Record 158, at Page 150, to Southeastern Illinois Electric Cooperative, Inc.
20. Easement to Corinth Water District, filed November 29, 1993 in Misc. Record 218 Page 526. (Tract 3)
21. Easement to Southeastern Illinois Electric Cooperative, Inc., filed December 30, 1994 in Misc. Record 224 Page 14. (Tract 3)
22. Rights, if any, of the United States of America, State of Illinois, the municipality and the public in and to so much of the land, if any, as may have been formed by means other than natural accretions or may be covered by the waters of any lake or reservoir located on the surface lying above or within the description contained herein.
23. Rights of the United States of America, State of Illinois, the municipality and the public in and to that part of the land lying within the bed of the pond.
24. Right of owners of land bordering on the pond in respect to the water and use of the surface of said pond.
25. Subject to riparian rights, if any.
26. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.
27. Memorandum of Surface Easement and Agreement granted to Williamson Energy, LLC, dated August 10, 2018 and filed August 29, 2018, in Book 368, at Page 503, as Document Number 2018-00006578, in the Recorder's Office of Williamson County, Illinois.

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SCHEDULE B
(Continued)

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-555 REVISED 2

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1:

The South ½ of the North ½ of the Southwest Quarter of the Northwest Quarter, Section 17, Township 8 South, Range 4 East of the 3rd P.M. Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-17-100-009.

Tract 2:

This tract has been intentionally omitted.

Tract 3:

The North ½ of the North ½ of the Southwest Quarter of the Northwest Quarter, Section Seventeen, Township Eight South, Range Four East of the 3rd P.M. Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-17-100-006

Auction Tract 39
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-556 REVISED
Issuing Office File Number: T18-556
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 18, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-17-100-003. Taxes of record for 2017 payable in 2018 were: \$1,893.76, PAID OF RECORD. (Tract 1)

Property Record Number 04-17-100-001. Taxes of record for 2017 payable in 2018 were: \$3,388.40, PAID OF RECORD. (Tract 2)

Property Record Number 04-17-100-002. Taxes of record for 2017 payable in 2018 were: \$210.74, PAID OF RECORD. (Tract 2)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. **Subject to roads and railroad right of ways.
11. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
12. *Subject to the rights of tenants in possession, if any.
13. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
14. *Subject to CRP contracts, if any.

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SCHEDULE B
(Continued)

15. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

Partial Release of Leased Premises From Amended and Restated Coal Mining Lease Agreement dated August 14, 2014, filed October 2, 2014, in Book 349, at Page 410, as File Number 2014-00007723 in the Recorder's Office of Williamson County, Illinois.

NOTE: The above described Partial Release does not affect the herein described property.

16. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

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SCHEDULE B
(Continued)

17. Easement to Southeastern Illinois Electric Cooperative, Inc., filed December 10, 1992, in Misc. Record 213 Page 126. (Tract 2)
18. Right of way Easement to Southeastern Illinois Electric Cooperative, Inc., filed September 27, 1979, in Misc. Record 157 Page 565. (Tract 2)
19. This Commitment and policy, when issued, does not insure title to any mobile home that may be placed on the property.
20. Access may be limited to contiguous parcels herein described. Therefore, an attempt to convey a portion of the property may cause certain parcels to become landlocked. (04-17-100-003 & 04-17-100-002 via 04-17-100-001)
21. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.
22. Memorandum of Surface Easement and Agreement granted to Williamson Energy, LLC, dated August 10, 2018 and filed August 29, 2018, in Book 368, at Page 503, as Document Number 2018-00006578, in the Recorder's Office of Williamson County, Illinois.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

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SCHEDULE B
(Continued)

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-556 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1:

The Northeast Quarter of the Northwest Quarter except 4 acres in the form of a square in the Northwest corner thereof, Section Seventeen (17), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-17-100-003.

Tract 2:

Parcel 1: The Northwest One-fourth (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Seventeen (17), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian.

Parcel 2: Part of the Northeast Fourth (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Seventeen (17), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian. Being more particularly described as follows:

Beginning at the northwest corner of said Quarter Quarter Section; thence run Easterly along said North line 417 feet to a point; thence run in a Southerly direction parallel with the West line 417 feet to a point; thence run in a Westerly direction 417 feet to a point, more or less with the West line of said Quarter Quarter Section; thence run in a Northerly direction along and with said West line 417 feet to the point of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Numbers 04-17-100-001 and 04-17-100-002.

Auction Tract 40
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-557 REVISED
Issuing Office File Number: T18-557
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 15, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-08-300-007. Taxes of record for 2017 payable in 2018 were: \$2,247.26, PAID OF RECORD. (Tract 1)

Property Record Number 04-08-300-008. Taxes of record for 2017 payable in 2018 were: \$2,104.50, PAID OF RECORD. (Tract 2)

Property Record Number 04-08-400-012. Taxes of record for 2017 payable in 2018 were: \$526.12, PAID OF RECORD. (Tract 2)

Property Record Number 04-08-400-016. Taxes of record for 2017 payable in 2018 were: \$526.12, PAID OF RECORD. (Tract 2)

Property Record Number 04-08-300-010. Taxes of record for 2017 payable in 2018 were: \$35.14, PAID OF RECORD. (Tract 3)

Property Record Number 04-08-300-011. Taxes of record for 2017 payable in 2018 were: \$56.04, PAID OF RECORD. (Tract 3)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. *Subject to the rights of tenants in possession, if any.
11. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
12. *Subject to CRP contracts, if any.
13. **Subject to roads and railroad right of ways.
14. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
15. Easement to Illinois Methane, LLC, filed February 13, 2001 in Misc. Record 259 Page 717. (Tract 1)
16. Memorandum Structure Damage Payment Agreement between Randall William Smith and Steelhead Development Company, LLC, filed February 22, 2005 in Misc. Record 290 Page 162. (Tract 1)

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SCHEDULE B
(Continued)

17. Memorandum Pipeline Subsidence Agreement between DTE Methane Resources, LLC and Williamson Development Co., LLC formerly Steelhead Development Company, and Williamson Energy, LLC, filed February 7, 2006 in Misc. Record 296 Page 658. (Tract 1)
18. Easement dated September 27, 1974 between Wayne Fletcher and Lillian Fletcher, husband and wife, and Orville W. Dickhaut, granting an easement over and across the E 1/2 NW 1/4 SE 1/4 8-8-4, for ingress and egress to the SW 1/4 SE 1/4 8-8-4, said easement recorded January 9, 1975 in Miscellaneous Record 140 at Page 489 in the Office of the Recorder, Williamson County, Illinois. (Tract 2)
19. Subject to the terms, provisions, limitations and rights of others as to the use of the easement located on the herein described property, as shown in Warranty Deed dated July 20, 2000 from Orville W. Dickhaut and Luella Dickhaut, his wife, to Glen F. Claunch, recorded August 22, 2000 in Deed Record 453 at Page 19 in the Office of the Recorder, Williamson County, Illinois. (Tract 2)
20. Right of Way Easement dated March 6, 2001 from Illinois Methane, LLC, to Southeastern Illinois Electric Cooperative, Inc., recorded August 22, 2001 in Miscellaneous Record 263 at Page 220 in the Office of the Recorder, Williamson County, Illinois. (Covers the E 1/2 SW SE) (Tract 2)
21. Survey Plat of the E 1/2 SW SE 8-8-4 recorded August 21, 2001 in Miscellaneous Record 263 at Page 212 in the office of the Recorder, Williamson County, Illinois. (Tract 2)
22. Subject to the terms and conditions of Contract to Purchase Real Estate between Randall W. Smith and Williamson Development Company, LLC dated January 23, 2008 as referenced in Warranty Deed Filed April 9, 2008 in Deed Record 479, Page 661. (Tract 1)
23. Easement to Southeastern Illinois Electric Cooperative, Inc., filed April 25, 1961 in Misc. Record 93 Page 100. (Tract 3)
24. Easement to Southeastern Illinois Electric Cooperative, Inc., filed November 28, 1979 in Misc. Record 158 Page 150. (Tract 3)
25. Utility, ingress and egress easement reserved in Deed to Jack E. Edwards and Lisa L. Edwards, filed April 14, 1992 in Deed Record 424 Page 894. (Tract 3)
26. Easement to Southeastern Illinois Electric Cooperative, Inc., filed December 10, 1992 in Misc. Record 213 Page 127. (Tract 3)
27. Warranty Deed dated April 7, 1992 from Orville W. Dickhaut, a married person, to Jack E. Edwards and Lisa L. Edwards, husband and wife, conveying the S 1/2 S 1/2 SW 1/4 SW 1/4, 8-8-4, but reserving a 20 foot easement off and across the South side thereof for utilities and ingress and egress, said deed recorded April 14, 1992 in Deed Record 424 at Page 894 in the Office of the Recorder, Williamson County, Illinois. (Tract 2)

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SCHEDULE B
(Continued)

28. Grant of Surface Easement from Williamson Development Company LLC to Williamson Energy LLC filed August 27, 2010 in Misc. Record 325, page 899.
29. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

Partial Release of Leased Premises From Amended and Restated Coal Mining Lease Agreement dated August 14, 2014, filed October 2, 2014, in Book 349, at Page 410, as File Number 2014-00007723 in the Recorder's Office of Williamson County, Illinois.

NOTE: The above described Partial Release does not affect the herein described property.

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SCHEDULE B
(Continued)

30. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.
- Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.
31. Access may be limited to contiguous parcels herein described. Therefore, an attempt to convey a portion of the property may cause certain parcels to become landlocked. (Tract 2 via Tract 1)
32. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.
33. Memorandum of Surface Easement and Agreement granted to Williamson Energy, LLC, dated August 10, 2018 and filed August 29, 2018, in Book 368, at Page 503, as Document Number 2018-00006578, in the Recorder's Office of Williamson County, Illinois.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

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SCHEDULE B
(Continued)

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-557 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1:

The North Half (N ½) of the Southwest Fourth (SW ¼) of the Southwest Quarter (SW ¼), and the North Fourth (N ¼) of the South Half (S ½) of the Southwest Fourth (SW ¼) of the Southwest Quarter (SW ¼), all in Section Eight (8), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals

Informational Note: Property Record Number 04-08-300-007.

Tract 2:

The South Half of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter, all in Section Eight (8), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian, Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Numbers 04-08-300-008, 04-08-400-012, and 04-08-400-016.

Tract 3:

Parcel 1: The South One-half (S ½) of the South One-half (S ½) of the Southwest One-fourth (SW ¼) of the Southwest Quarter (SW ¼), all in Section Eight (8), Township Eight (8), south, Range Four (4) East of the Third Principal Meridian.

Parcel 2: The South One-half (S ½) of the North One-half (N ½) of the South One-half (S ½) of the Southwest one-fourth (SW ¼) of the Southwest Quarter (SW ¼) of Section Eight (8), Township Eight (8) South, Range Four (4) East of the Third Principal meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

LESS AND EXCEPT: A part of the Southwest Quarter of the Southwest Quarter of Section 8, Township 8 South, Range 4 East of the Third Principal Meridian located in Williamson County, Illinois, further described as follows:

Commencing at a 5/8 pin marking the Southwest corner of said Section 8; thence N 0 degrees 13 minutes 28 seconds East, along the West line of said Section 8, a distance of 20.00 feet to a PK nail at the Point of Beginning; thence North 0 degrees 13 minutes 28 seconds East, along the West line of said Section 8, a distance of 345.00 feet to a PK nail; thence North 89 degrees 50 minutes 01 seconds East, 356.00 feet to a #4 rebar; thence South 0 degrees 13 minutes 28 seconds West, 345.00 feet to a #4 rebar; thence South 89 degrees 50 minutes 01 seconds West, 356.00 feet to the Point of Beginning.

Informational Note: Property Record Numbers 04-08-300-011 and 04-08-300-010.

Auction Tract 41
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-558 REVISED 6
Issuing Office File Number: T18-558
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 15, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. Recordation of Plat of Survey in compliance with the Plat Act.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-08-300-001. Taxes of record for 2017 payable in 2018 were: \$486.14, PAID OF RECORD. (affects additional property)

Property Record Number 04-08-400-010. Taxes of record for 2017 payable in 2018 were: \$789.18, PAID OF RECORD.

Property Record Number 04-08-400-013. Taxes of record for 2017 payable in 2018 were: \$20.92, PAID OF RECORD.

Property Record Number 04-08-300-003. Taxes of record for 2017 payable in 2018 were: \$812.38, PAID OF RECORD. (affects additional property)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. Memorandum of Surface Easement and Agreement by and between New River Royalty, LLC and Williamson Energy, LLC, dated May 2, 2017 and filed June 2, 2017 in Book 362 at Page 680 as Document Number 2017-00004128 in the Recorder's Office of Williamson County, Illinois. (Tract 1 & 2)
11. Easement granted to Illinois Methane, LLC, by instrument Dated July 29, 2000 and Recorded September 27, 2000 in Misc. Record 257 Page 741 in the Recorder's Office of Williamson County, Illinois.
12. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., by instrument Dated January 25, 2001 and Recorded August 22, 2001 in Misc. Record 263 page 244 in the Recorder's Office of Williamson County, Illinois.
13. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., by instrument Dated April 24, 1996 and Recorded June 21, 1996 in Misc. Record 231 Page 401 in the Recorder's Office of Williamson County, Illinois.
14. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., by instrument Dated August 25, 1978 and Recorded September 12, 1978 in Misc. Record 153 Page 358 in the Recorder's Office of Williamson County, Illinois.

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SCHEDULE B
(Continued)

15. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., by instrument Dated March 17, 1975 and Recorded April 1, 1975 in Misc. Record 141 Page 176 in the Recorder's Office of Williamson County, Illinois.
16. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
17. *Subject to CRP contracts, if any.
18. *Subject to the rights of tenants in possession, if any.
19. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
20. **Subject to roads and railroad right of ways.
21. Matters of Plat of Survey by James R. Peterson Illinois Professional Land Surveyor Number 3392, dated February 2006 and filed February 14, 2006 in Miscellaneous Record 296 at Page 858 in the Recorder's Office of Williamson County, Illinois.
22. Right of Way Easement dated April 30, 1990, and recorded December 20, 1990 as Document 8696, Misc. Record 203, Page 156 executed by Albert Wece, Grantor, to Southeastern Illinois Electric Cooperative, Inc. Grantee.
23. Grant of Surface Easement from Williamson Development Company LLC to Williamson Energy LLC filed August 27, 2010 in Misc. Record 325, page 899.

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SCHEDULE B
(Continued)

24. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

Partial Release of Leased Premises From Amended and Restated Coal Mining Lease Agreement dated August 14, 2014, filed October 2, 2014, in Book 349, at Page 410, as File Number 2014-00007723 in the Recorder's Office of Williamson County, Illinois.

NOTE: The above described Partial Release does not affect the herein described property.

25. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

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SCHEDULE B
(Continued)

26. Access may be limited to contiguous parcels herein described. Therefore, an attempt to convey a portion of the property may cause certain parcels to become landlocked. (04-08-400-013 via 04-08-400-010)
27. Matters of Plat of Survey by Donald L. Bullard Illinois Professional Land Surveyor Number 2574, dated August 20, 2018, to be filed.
28. Short Form or Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC and Williamson Energy LLC, dated August 21, 2018 and filed August 29, 2018 in Book 368 at Page 484 as Document Number 2018-00006559 in the Recorder's Office of Williamson County, Illinois.
29. Memorandum of Surface Easement and Agreement by and between New River Royalty, LLC and Williamson Energy, LLC dated August 10, 2018 and filed August 29, 2018 in Book 368 at Page 489 as Document Number 2018-00006564 in the Recorder's Office of Williamson County, Illinois.
30. Subject to the mineral reservations as shown in Deed filed Deed Record 378 at Page 43 in the Recorder's Office of Williamson County, Illinois.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

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SCHEDULE B
(Continued)

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-558 REVISED 6

EXHIBIT A
PROPERTY DESCRIPTION

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

A part of the North One-half of the Southwest Quarter and a part of the Northwest Quarter of the Southeast Quarter of Section 8, Township 8 South, Range 4 East of the Third Principal Meridian, located in Williamson County, Illinois, further described as follows:

Beginning at a #5 rebar at the Northeast corner of the Southwest Quarter of said Section 8; thence South 89 degrees 48 minutes 29 seconds West along the North line of the Southwest Quarter of said Section 8, a distance of 803.90 feet to a #4 rebar, on the South Right of Way line of Railroad; thence South 50 degrees 14 minutes 49 seconds West, the South Right of Way line of Railroad 922.89 feet to a #4 rebar; thence Southwesterly along a curve, along said South Right of Way line, with a radius of 1,540.00, with a long chord of 1,100.64 feet with a long chord bearing of South 71 degrees 26 minutes 12 seconds West to a #4 rebar; thence South 2 degrees 37 minutes 34 seconds West along said South Right of Way line, 12.00 feet to a #4 rebar; thence North 87 degrees 22 minutes 07 seconds West, along said South Right of Way line, 112.17 feet to a #4 rebar on the West line of said Section 8; thence South 0 degrees 7 minutes 10 seconds West, along said West line, 373.20 feet to a #4 rebar on the South line of the North One-half of the Southwest Quarter of said Section 8; thence North 89 degrees 49 minutes 27 seconds East, along said South line, 2,659.72 feet to a #4 rebar; thence North 89 degrees 43 minutes 25 seconds East along the South line of the Northwest Quarter of the Southeast Quarter of said Section 8 a distance of 332.38 feet to a #4 rebar; thence North 0 degrees 28 minutes 14 seconds East 1,315.83 feet to a #4 rebar, on the North line of the Southeast Quarter of said Section 8; thence South 89 degrees 36 minutes 41 seconds West, along said North line, 332.75 feet to the said Point of Beginning. Situated in Williamson County, Illinois. Except all coal, oil, gas, and other minerals.

Informational Note: Property Record Numbers 04-08-400-013, 04-08-400-010, 04-08-300-001, & 04-08-300-003

Auction Tract 42
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-559 REVISED 5
Issuing Office File Number: T18-559
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 15, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. Recordation of Plat of Survey in compliance with the Plat Act.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-08-300-001. Taxes of record for 2017 payable in 2018 were: \$486.14, PAID OF RECORD. (Tract 1 & affects additional property)

Property Record Number 04-08-300-003. Taxes of record for 2017 payable in 2018 were: \$812.38, PAID OF RECORD. (Tract 1 & affects additional property)

Property Record Number 04-08-100-006. Taxes of record for 2017 payable in 2018 were: \$47.46, PAID OF RECORD. (Tract 2)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. Memorandum of Surface Easement and Agreement by and between New River Royalty, LLC and Williamson Energy, LLC, dated May 2, 2017 and filed June 2, 2017 in Book 362 at Page 680 as Document Number 2017-00004128 in the Recorder's Office of Williamson County, Illinois. (Tract 1)
11. Easement granted to Illinois Methane, LLC, by instrument Dated July 29, 2000 and Recorded September 27, 2000 in Misc. Record 257 Page 741 in the Recorder's Office of Williamson County, Illinois. (Tract 1)
12. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., by instrument Dated January 25, 2001 and Recorded August 22, 2001 in Misc. Record 263 page 244 in the Recorder's Office of Williamson County, Illinois. (Tract 1)
13. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., by instrument Dated April 24, 1996 and Recorded June 21, 1996 in Misc. Record 231 Page 401 in the Recorder's Office of Williamson County, Illinois. (Tract 1)
14. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., by instrument Dated August 25, 1978 and Recorded September 12, 1978 in Misc. Record 153 Page 358 in the Recorder's Office of Williamson County, Illinois. (Tract 1)
15. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., by instrument Dated March 17, 1975 and Recorded April 1, 1975 in Misc. Record 141 Page 176 in the Recorder's Office of Williamson County, Illinois. (Tract 1)

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SCHEDULE B
(Continued)

16. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
17. *Subject to CRP contracts, if any.
18. *Subject to the rights of tenants in possession, if any.
19. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
20. **Subject to roads and railroad right of ways.
21. Matters of Plat of Survey by James R. Peterson Illinois Professional Land Surveyor Number 3392, dated February 2006 and filed February 14, 2006 in Miscellaneous Record 296 at Page 858 in the Recorder's Office of Williamson County, Illinois. (Tract 1)
22. Easement recorded July 21, 1965, in Miscellaneous Record 111, at Page 61, to Southeastern Illinois Electric Cooperative, Inc. (Tract 2)
23. Grant of Surface Easement from Williamson Development Company LLC to Williamson Energy LLC filed August 27, 2010 in Misc. Record 325, page 899.

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SCHEDULE B
(Continued)

24. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

Partial Release of Leased Premises From Amended and Restated Coal Mining Lease Agreement dated August 14, 2014, filed October 2, 2014, in Book 349, at Page 410, as File Number 2014-00007723 in the Recorder's Office of Williamson County, Illinois.

NOTE: The above described Partial Release does not affect the herein described property.

25. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

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SCHEDULE B
(Continued)

26. Short Form or Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC and Williamson Energy LLC, dated August 21, 2018 and filed August 29, 2018 in Book 368 at Page 484 as Document Number 2018-00006559 in the Recorder's Office of Williamson County, Illinois.
27. Matters of Plat of Survey by Donald L Bullard Illinois Professional Land Surveyor Number 2574, dated August 20, 2018, to be filed. (Tract 1)
28. Memorandum of Surface Easement and Agreement by and between New River Royalty, LLC and Williamson Energy, LLC dated August 10, 2018 and filed August 29, 2018 in Book 368 at Page 489 as Document Number 2018-00006564 in the Recorder's Office of Williamson County, Illinois.
29. Subject to the mineral reservations as shown in Deed filed Deed Record 378 at Page 43 in the Recorder's Office of Williamson County, Illinois.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

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SCHEDULE B
(Continued)

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-559 REVISED 5

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1:

A part of the North One-half of the Southwest Quarter of Section 8, Township 8 South, Range 4 East of the Third Principal Meridian, located in Williamson County, Illinois, further described as follows:

Beginning at a #4 rebar at the Northwest corner of the Southwest Quarter of said Section 8; thence South 0° 14' 42" West, along the West line of said Section 8, a distance of 829.09 feet to a #4 rebar, on the North Right of Way line of Railroad; thence South 87° 22' 26" East, along said North Right of Way line, 116.83 feet to a #4 rebar; thence Northeasterly on a curve on said North Right of Way line, with a radius of 1440.00 feet with a long chord of 1028.35 feet with a long chord bearing of North 71° 26' 12" East to a #4 rebar; thence North 50° 14' 49" East, along said North Right of Way line, 801.84 feet to a #4 rebar on the North line of the Southwest Quarter of said Section 8; thence South 89° 48' 29" West along the North line of the Southwest Quarter of said Section 8, a distance of 1704.48 feet to the said Point of Beginning. Situated in Williamson County, Illinois. Except all coal, oil, gas, and other minerals.

Informational Note: Property Record Numbers 04-08-300-001 & 04-08-300-003.

Tract 2:

The Southwest Quarter of the Southwest Quarter of the Northwest Quarter, Section Eight, Township Eight South, Range Four East, of the 3rd P.M., Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals

Informational Note: Property Record Number 04-08-100-006.

Auction Tract 43
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-560 REVISED 2
Issuing Office File Number: T18-560
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: July 3, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. We should be furnished with a signed final survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt.
12. Recordation of Plat of Survey in compliance with the Plat Act.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-08-100-009. Taxes of record for 2017 payable in 2018 were: \$4,470.56, PAID OF RECORD. (Affects additional property)

Property Record Number 04-08-200-010. Taxes of record for 2017 payable in 2018 were: \$1,522.34, PAID OF RECORD. (Affects additional property)

Property Record Number 04-08-200-008. Taxes of record for 2017 payable 2018 were: \$1,262.24, PAID OF RECORD. (affects additional property)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. Memorandum of Surface Easement and Agreement by and between New River Royalty, LLC and Williamson Energy, LLC, dated May 2, 2017 and filed June 2, 2017 in Book 362 at Page 680 as Document Number 2017-00004128 in the Recorder's Office of Williamson County, Illinois.
11. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., by instrument Dated April 19, 1981 and Recorded May 12, 1981 in Misc. Record 162 page 700 in the Recorder's Office of Williamson County, Illinois.
12. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., by instrument Dated October 31, 1997 and Recorded November 26, 1997 in Misc. Record 239 Page 228 in the Recorder's Office of Williamson County, Illinois.
13. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., by instrument Dated March 17, 1975 and Recorded April 1, 1975 in Misc. Record 141 Page 176 in the Recorder's Office of Williamson County, Illinois.
14. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
15. *Subject to CRP contracts, if any.
16. *Subject to the rights of tenants in possession, if any.
17. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

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SCHEDULE B
(Continued)

18. **Subject to roads and railroad right of ways.
19. Grant of Surface Easement from Williamson Development Company LLC to Williamson Energy LLC filed August 27, 2010 in Misc. Record 325, page 899.
20. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

Partial Release of Leased Premises From Amended and Restated Coal Mining Lease Agreement dated August 14, 2014, filed October 2, 2014, in Book 349, at Page 410, as File Number 2014-00007723 in the Recorder's Office of Williamson County, Illinois.

NOTE: The above described Partial Release does not affect the herein described property.

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SCHEDULE B
(Continued)

21. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

22. Matters of Plat of Survey by James P. Peterson, Illinois Professional Land Surveyor Number 3397, dated November 9, 2005, as shown in Warranty Deed filed December 22, 2015 in Deed Record 472 at Page 229.
23. Short Form of Memorandum of Second Amended and Restated Mitigation Agreement dated August 21, 2018 and filed August 21, 2018 filed August 29, 2018 in Book 368 at Page 484 as Document Number 2018-00006559 in the Recorder's Office of Williamson County, Illinois.
24. Matters of Plat of Survey by Donald L. Bullard Illinois Professional Land Surveyor Number 2574, dated August 21, 2018, to be filed.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

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SCHEDULE B
(Continued)

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-560 REVISED 2

EXHIBIT A
PROPERTY DESCRIPTION

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

A part of the Northwest Quarter and a part of the Northeast Quarter of Section 8, Township 8 South, Range 4 East of the Third Principal Meridian, located in Williamson County, Illinois, further described as follow:

Commencing at a 5/8 inch iron pin marking the Southeast corner of the Northwest Quarter of said Section 8; thence South 89 degrees 48 minutes 29 seconds West, along the South line of the Northwest Quarter of said Section 8, a distance of 960.91 feet to a #4 rebar at the Point of Beginning; thence South 89 degrees 48 minutes 29 seconds West, on said South line, 327.53 feet to a #4 rebar; thence North 0 degrees 20 minutes 36 seconds East, 918.28 feet to a #4 rebar; thence North 89 degrees 38 minutes 47 seconds East, 363.00 feet to a #4 rebar; thence North 0 degrees 20 minutes 35 seconds East, 400.00 feet to a #4 rebar on the North line of the Southeast Quarter of the Northwest Quarter of said Section 8; thence North 89 degrees 38 minutes 47 seconds East, along said North line, 917.27 feet to a #4 rebar on the East line of the Northwest Quarter of said Section 8; thence North 0 degrees 0 minutes 46 seconds West, along said East line, 1,321.45 feet to a #4 rebar on the North line of the Northwest Quarter of said Section 8; thence North 89 degrees 29 minutes 34 seconds East, along said North line, 161.53 feet to a #4 rebar; thence South 35 degrees 36 minutes 3 seconds East, 1,476.90 feet to a #4 rebar; thence Southwesterly along a curve on the said North Right of Way line, with a radius of 1,532.50 feet with a long chord of 692.78 feet with a long chord bearing of South 63 degrees 8 minutes 48 seconds West, to a #4 rebar; thence South 50 degrees 14 minutes 49 seconds West, along said North Right of Way line, 1,773.55 feet to said Point of Beginning. Situated in Williamson County, Illinois. Except all coal, oil, gas and other minerals.

Auction Tract 44
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-561 REVISED
Issuing Office File Number: T18-561
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 15, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
10. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-08-400-017. Taxes of record for 2017 payable in 2018 were: \$867.66, PAID OF RECORD. (Tract 1)

Property Record Number 04-08-400-018. Taxes of record for 2017 payable in 2018 were: \$1,264.50, PAID OF RECORD. (Tract 2)

Property Record Number 04-08-400-003. Taxes of record for 2017 payable in 2018 were: \$197.30, PAID OF RECORD. (Tract 3)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
11. *Subject to CRP contracts, if any.
12. *Subject to the rights of tenants in possession, if any.
13. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
14. **Subject to roads and railroad right of ways.
15. Easement granted to Illinois Methane, LLC, dated July 25, 2000 and filed September 27, 2000 in Miscellaneous Record 257 at Page 742 as Document Number 9927 in the Recorder's Office of Williamson County, Illinois.

Memorandum Pipeline Subsidence Agreement between DTE Methane Resources, LLC, a Michigan limited liability company and Williamson Development Co., LLC, formerly Steelhead Development Company, a Delaware Corporation and Williamson Energy, LLC, a Delaware limited liability company, filed February 7, 2006 in Misc. Record 296 Page 658.

16. Easement granted to Orville W. Dickhaut, dated September 27, 1974 and filed January 9, 1975 in Miscellaneous Record 140 at Page 489 as Document Number 4632 in the Recorder's Office of Williamson County, Illinois.

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SCHEDULE B
(Continued)

17. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., dated March 5, 1975 and filed April 1, 1975 in Miscellaneous Record 141 at Page 173 as Document Number 6697 in the Recorder's Office of Williamson County, Illinois.
18. Easement to Southeastern Illinois Electric Cooperative, Inc., filed August 22, 1989 in Misc. Record 197 Page 142. (Tract 2 & 3)
19. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., dated April, 12, 1979 and filed April 25, 1979 in Misc. Records 155 at Page 714 in the Recorder's Office of Williamson County, Illinois. (Tract 3)

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SCHEDULE B
(Continued)

20. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

Partial Release of Leased Premises From Amended and Restated Coal Mining Lease Agreement dated August 14, 2014, filed October 2, 2014, in Book 349, at Page 410, as File Number 2014-00007723 in the Recorder's Office of Williamson County, Illinois.

NOTE: The above described Partial Release does not affect the herein described property.

21. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

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SCHEDULE B
(Continued)

22. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-561 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1:

East 20 acres of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE 1/4), Section 8, Township 8 South, Range 4 East of the 3rd P.M., Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

ALSO except the following: Part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE 1/4), Section 8, described as beginning at the Northeast corner of said Quarter-Quarter section, thence West 375 feet; thence South 175 feet; thence East 375 feet, thence North 175 feet to the point of beginning; and,

AND except commencing at the Northeast corner of the NW1/4 SE 1/4, Section 8, thence South 89 degrees 43 minutes 01 seconds West along the North line of said Quarter-Quarter section, a distance of 375 feet to the point of beginning; thence South 00 degrees 18 minutes 30 seconds West along the West line of a tract of land previously recorded in Deed Record 480, at page 129, for a distance of 515.32 feet; thence South 89 degrees 43 minutes 01 seconds West for a distance of 182.69 feet; thence North 00 degrees 18 minutes 30 seconds East for a distance of 331.61 feet; thence North 22 degrees 34 minutes 24 seconds East for a distance of 102.73 feet; thence North 00 degrees 16 minutes 59 seconds West for a distance of 89.03 feet; thence North 89 degrees 43 minutes 01 seconds East along the North line of said Quarter-Quarter section for a distance of 144.68 feet to the point of beginning, Section 8, T8S, R4E of 3rd P.M., Williamson County, Illinois.

Informational Note: Property Record Number 04-08-400-017.

Tract 2:

Part of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), Section 8, Township 8 South, Range 4 East of 3rd P.M., Williamson County, Illinois, more particularly described as commencing at the Northeast corner of said Quarter-Quarter section, thence South 89 degrees 43 minutes 01 seconds West along the North line of said Quarter-Quarter section, a distance of 375 feet to the point of beginning; thence South 00 degrees 18 minutes 30 seconds West along the West line of a tract of land previously recorded in Deed Record 480, at Page 129, for a distance of 515.32 feet; thence South 89 degrees 43 minutes 01 seconds West for a distance of 182.69 feet; thence North 00 degrees 18 minutes 30 seconds East for a distance of 331.61 feet; thence North 22 degrees 34 minutes 24 seconds East for a distance of 102.73 feet; thence North 00 degrees 16 minutes 59 seconds West for a distance of 89.03 feet; thence North 89 degrees 43 minutes 01 seconds East along the North line of said Quarter-Quarter section for a distance of 144.68 feet to the point of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals

Informational Note: Property Record 04-08-400-018.

Tract 3:

Part of the Northwest Quarter (NW ¼) Southeast Quarter (SE ¼), Section 8, Township 8 South, Range 4 East of 3rd P.M., Williamson County, Illinois, more particularly described as follows: Beginning at the Northeast corner of the said Quarter-Quarter section thence run West 375 feet, thence South 175 feet, thence East 375 feet, thence North 175 feet to the point of beginning. Situated in Williamson County, Illinois. EXCEPT all coal,

EXHIBIT A
(Continued)

Commitment Number: T18-561 REVISED

oil, gas, and other minerals

Informational Note: Property Record 04-08-400-003.

Auction Tract 45
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-562 REVISED 3
Issuing Office File Number: T18-562
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: July 3, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
10. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
11. Recordation of Plat of Survey in compliance with the Plat Act.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-08-200-010. Taxes of record for 2017 payable in 2018 were: \$1,522.34, PAID OF RECORD. (Affects additional property)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. Memorandum of Surface Easement and Agreement by and between New River Royalty, LLC and Williamson Energy, LLC, dated May 2, 2017 and filed June 2, 2017 in Book 362 at Page 680 as Document Number 2017-00004128 in the Recorder's Office of Williamson County, Illinois.
11. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
12. *Subject to CRP contracts, if any.
13. *Subject to the rights of tenants in possession, if any.
14. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
15. **Subject to roads and railroad right of ways.
16. Matters of Plat of Survey by James R. Peterson Illinois Professional Land Surveyor Number 3392, dated February 2006 and filed February 14, 2006 in Miscellaneous Record 296 at Page 858 in the Recorder's Office of Williamson County, Illinois.
17. Grant of Surface Easement from Williamson Development Company LLC to Williamson Energy LLC filed August 27, 2010 in Misc. Record 325, page 899.

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SCHEDULE B
(Continued)

18. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

Partial Release of Leased Premises From Amended and Restated Coal Mining Lease Agreement dated August 14, 2014, filed October 2, 2014, in Book 349, at Page 410, as File Number 2014-00007723 in the Recorder's Office of Williamson County, Illinois.

NOTE: The above described Partial Release does not affect the herein described property.

19. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

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SCHEDULE B
(Continued)

- 20. Short Form or Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC and Williamson Energy LLC, dated August 21, 2018 and filed August 29, 2018 in Book 368 at Page 484 as Document Number 2018-00006559 in the Recorder's Office of Williamson County, Illinois.
- 21. Matters of Plat of Survey by Donald L. Bullard Illinois Professional Land Surveyor Number 2574, dated August 21, 2018, to be filed.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-562 REVISED 3

EXHIBIT A
PROPERTY DESCRIPTION

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

A part of the Southwest Quarter of the Northeast Quarter of Section 8, Township 8 South, Range 4 East of the Third Principal Meridian, located in Williamson County, Illinois, further described as follows:

Commencing at a 5/8 inch iron pin marking the Southwest corner of the Northeast Quarter of said Section 8; thence North 89 degrees 36 minutes 41 seconds East, along the South line of the Northeast Quarter of said Section 8, a distance of 620.00 feet to a #4 rebar at the Point of Beginning; thence North 0 degrees 0 minutes 46 seconds West, 984.00 feet to a #4 rebar; thence South 89 degrees 36 minutes 41 seconds West, 234.28 feet to a #4 rebar on the South Right of Way line of Railroad; thence North 50 degrees 14 minutes 49 seconds East along said South Right of Way line, 105.45 feet to a #4 rebar; thence Northeasterly along a curve on the said South Right of Way line, with a radius of 1,432.50 feet with a long chord of 214.35 feet with a long chord bearing of North 54 degrees 4 minutes 52 seconds East, to a #4 rebar; thence South 0 degrees 2 minutes 10 seconds West, 401.31 feet to a #4 rebar; thence South 39 degrees 53 minutes 08 seconds East, 759.02 feet to a #4 rebar; thence South 0 degrees West, 188.43 feet to a #4 rebar on the South line of the Northeast Quarter of said Section 8; thence South 89 degrees 36 minutes 41 seconds West, along said South line, 506.65 feet to the said Point of Beginning. Situated in the County of Williamson and State of Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: A part of Property Record Number 04-08-200-010

Auction Tract 46
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-563 REVISED 2
Issuing Office File Number: T18-563
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 15, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
10. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-05-400-005. Taxes of record for 2017 payable in 2018 were: \$526.12, PAID OF RECORD. (Tract 1)

Property Record Number 04-04-300-006. Taxes of record for 2017 payable in 2018 were: \$1,002.92, PAID OF RECORD. (Tract 2)

Property Record Number 04-04-300-011. Taxes of record for 2017 payable in 2018 were: \$999.94, PAID OF RECORD. (Tract 2)

Property Record Number 04-04-300-003. Taxes of record for 2017 payable in 2018 were: \$1,051.52, PAID OF RECORD. (Tract 3)

Property Record Number 04-09-100-013 . Taxes of record for 2017 payable in 2018 were: \$386.36, PAID OF RECORD. (Tract 4)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
11. *Subject to CRP contracts, if any.
12. *Subject to the rights of tenants in possession, if any.
13. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
14. **Subject to roads and railroad right of ways.
15. Grant of Surface Easement from Williamson Development Company LLC to Williamson Energy LLC filed August 27, 2010 in Misc. Record 325, page 899.
16. Easement to Southeastern Illinois Electric Cooperative, Inc., filed July 20, 1982 in Misc. Record 166 Page 574. (Tract 2)
17. Easement to Trunkline Gas Company, filed November 8, 1950, in Deed Record 278 Page 175. (Tract 2)

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SCHEDULE B
(Continued)

18. Easement for Ingress, Egress and Utility purposes to Quintin Leslie Sturgill and wife, Sharon Sturgill, filed June 15, 2006 in Misc. Record 299 Page 223. (Tract 2)
19. Subject to mining rights and railroad reservations as shown in deed to G.E. Edwards, filed January 13, 1913 in Deed Record 107 page 304. (Tract 1)
20. Matters of Plat of Survey by Donald L. Bullard, Illinois Professional Land Surveyor Number 2574, as shown in Warranty Deed filed June 15, 2006 in Deed Record 473, Page 862. (Tract 2)
21. Anchor Wire Easement granted to Williamson Development Company, LLC, dated December 21, 2007 and filed January 3, 2008 in Miscellaneous Record 309 at Page 137 as Document Number 33 in the Recorder's Office of Williamson County, Illinois. (Tract 4)
22. Matters of Plat of Survey by James W. Slapak Illinois Professional Land Surveyor Number 2660, dated March 19, 2009 as shown in Warranty Deed filed May 13, 2009 in Deed Record 482 at Page 542 as Document Number 4892 in the Recorder's Office of Williamson County, Illinois. (Tract 4)
23. Inasmuch as there appears to be no means of public access, this commitment and our policy when issued, shall not insure access.

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SCHEDULE B
(Continued)

24. Short Form of Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 14, 2006 and filed October 24, 2006 as Miscellaneous Record 301 at Page 480 as Document Number 12538 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of First Amendment, Second Amendment and Third Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC and Williamson Energy, LLC, dated August 12, 2010 and filed December 2, 2010, as Miscellaneous Record 327 at Page 780 as Document Number 11331 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fourth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated June 30, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 312 as Document Number 5521 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Fifth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated March 20, 2013 and filed March 26, 2013 in Book 341 at Page 659 as Document Number 2013-00002674 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Sixth Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated August 14, 2014 and filed October 02, 2014 in Book 349 at Page 411 as Document Number 2014-00007724 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum of Seventh Amendment to Amended and Restated Coal Mining Lease Agreement by and between WPP LLC, and Williamson Energy, LLC dated April 28, 2015 and filed May 22, 2015 in Book 352 at Page 222 as Document Number 2015-00003696 in the Recorder's Office of Williamson County, Illinois.

Partial Release of Leased Premises From Amended and Restated Coal Mining Lease Agreement dated August 14, 2014, filed October 2, 2014, in Book 349, at Page 410, as File Number 2014-00007723 in the Recorder's Office of Williamson County, Illinois.

NOTE: The above described Partial Release does not affect the herein described property.

25. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

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SCHEDULE B
(Continued)

26. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.
27. Memorandum of Surface Easement and Agreement granted to Williamson Energy, LLC, dated August 21, 2018 and filed August 29, 2018, in Book 368, at Page 485, as Document Number 2018-00006560, in the Recorder's Office of Williamson County, Illinois.
28. Easement for Right-of-Way for Access to Property granted to New River Royalty, LLC dated October 9, 2018, filed October 10, 2018, in Book 369, at Page 41, as Document Number 2018-00007777, in the Recorder's Office of Williamson County, Illinois.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-563 REVISED 2

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1:

The South One-fourth (S $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Five (5); Township Eight (8) South, Range Four (4) East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-05-400-005.

Tract 2:

Parcel 1: A part of the South One-half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Four (4), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian all located in Williamson County, Illinois, further described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 4; thence North 89 degrees 44 minutes 12 seconds West, along the South line of Section 4, 1,625.21 feet to a #5 rebar on the West Right of Way line of the CN Railroad Right of Way; thence North 89 degrees 44 minutes 12 seconds West along said line 354.88 feet to a #5 rebar on the West line of the East One-half of the Southwest Quarter of the Southwest Quarter of said Section 4; thence North 0 degrees 03 minutes 10 seconds West, along said line 1,321.31 feet to a #5 rebar at the North line of the Southwest Quarter of the Southwest Quarter of said Section 4; thence South 89 degrees 38 minutes 44 seconds East, along said line, 660.91 feet to a #5 rebar, at the East line of the Southwest Quarter of the Southwest Quarter of said Section 4; thence South 0 degrees 0 minutes 53 seconds East, along said line, 1,047.99 feet to a #5 rebar; thence South 48 degrees 23 minutes 58 seconds West, along the North Right of Way line of the CN Railroad track, 407.97 feet to a #5 rebar at the said Point of Beginning, situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Parcel 2: A part of the South One-half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Four (4), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian all located in Williamson County, Illinois, further described as follows:

Beginning at the Southeast corner of the Southwest Quarter of said Section 4; thence North 89 degrees 44 minutes 12 seconds West, along the South line of Section 4, 1,475.36 feet to a #5 rebar to the South line of the CN Railroad Right of Way line; thence North 48 degrees 23 minutes 58 seconds East, along said line 207.64 feet to a #5 rebar at the East line of the Southwest Quarter of the Southwest Quarter of said Section 4; thence South 0 degrees 0 minutes 53 seconds East, along said line, 38.57 feet to a #5 rebar; thence South 89 degrees 44 minutes 12 seconds East, 1,320.19 feet to a #5 rebar on the East line of the Southwest Quarter of said Section 4; thence South 0 degrees 03 minutes 43 seconds West, along said line 100.00 feet to a #4 rebar at the said Point of Beginning, situated in Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Numbers 04-04-300-006 and 04-04-300-011.

Tract 3:

EXHIBIT A
(Continued)

Commitment Number: T18-563 REVISED 2

The West One-half ($W \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) of the Southwest Quarter ($SW \frac{1}{4}$) of Section Four (4), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-04-300-003.

Tract 4:

A part of the Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section 9, Township 8 South, Range 4 East of 3rd P.M., Williamson County, Illinois, and being described as follows:

Beginning at the Northeast corner of the Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$), Section 9, Township 8 South, Range 4 East of 3rd P.M., Williamson County, Illinois, thence South 00 degrees, 01 minutes 12 seconds West, on the East line of said Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$), Section 9, a distance of 422.73 feet; thence North 52 degrees 26 minutes 10 seconds West, a distance of 427.28 feet to the Southeasterly right of way of a railroad; thence North 48 degrees 23 minutes 58 seconds East on said right of way, a distance of 245.44 feet to the North line of said $NW\frac{1}{4}$ $NW\frac{1}{4}$, Section 9; thence South 89 degrees 44 minutes 12 seconds East, on said North line, a distance of 155.31 feet, to the point of beginning, Section 9, T8S, R4E of 3rd P.M., Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-09-100-013.

Auction Tract 47
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-564 REVISED
Issuing Office File Number: T18-564
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 22, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-08-400-006. Taxes of record for 2017 payable in 2018 were: \$499.22, PAID OF RECORD. (Tract 1)

Property Record Number 04-09-300-020. Taxes of record for 2017 payable in 2018 were: \$1,944.56, PAID OF RECORD. (Tract 2)

Property Record Number 04-09-300-021. Taxes of record for 2017 payable in 2018 were: \$268.30, PAID OF RECORD. (Tract 2)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. *Subject to the rights of tenants in possession, if any.
11. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
12. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
13. **Subject to roads and railroad right of ways.
14. *Subject to CRP contracts, if any.
15. Easement granted to Illinois Methane, LLC, dated August 13, 2001 and filed August 23, 2001 in Miscellaneous Record 263 at Page 310 as Document Number 10143 in the Recorder's Office of Williamson County, Illinois. (Tract 2)

Recording Memorandum Pipeline Subsidence Agreement by and between DTE Methane Resources, LLC Williamson Development Co., LLC, formerly Steelhead Development Company, and Williamson Energy, LLC, dated January 31, 2006, filed February 7, 2006, in Miscellaneous Record 296 at Page 658 as Document Number 1646 in the Recorder's Office of Williamson County, Illinois. (Tract 2)

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SCHEDULE B
(Continued)

16. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

17. Access may be limited to contiguous parcels herein described. Therefore, an attempt to convey a portion of the property may cause certain parcels to become landlocked. (04-09-300-021 via 04-09-300-020)
18. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

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SCHEDULE B
(Continued)

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-564 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1:

A part of the East Thirty (30) acres of the Northeast Fourth (NE ¼) of the Southeast Quarter (SE ¼) of Section Eight (8), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian, more specifically described as follows:

Beginning at a point One Hundred Seventy (170) feet South of the Northeast corner of said described tract for a place of beginning, thence running North One Hundred Seventy (170) feet; thence West Six Hundred Thirty (630) feet; thence South Two Hundred Twenty (220) feet; thence in a Northeasterly direction to the point of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-08-400-006.

Tract 2:

Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) except 18 acres in a strip of equal width off and across the East side thereof, Section 9, Township 8 South, Range 4 East of the 3rd Principal Meridian, Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Numbers 04-09-300-020 and 04-09-300-021.

Auction Tract 48
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-565 REVISED 2
Issuing Office File Number: T18-565
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 21, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
 - Tract 1: New River Royalty, LLC
 - Tract 2: New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
 - SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Tract 1: New River Royalty, LLC

Tract 2: New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-09-300-019. Taxes of record for 2017 payable in 2018 were: \$315.38, PAID OF RECORD. (Tract 1)

Property Record Number 04-09-300-018. Taxes of record for 2017 payable in 2018 were: \$1,145.66, PAID OF RECORD. (Tract 2)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. *Subject to the rights of tenants in possession, if any.
11. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
12. *Subject to CRP contracts, if any.
13. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
14. **Subject to roads and railroad right of ways.
15. Easement to Southeastern Illinois Electric Cooperative, Inc., filed April 9, 1984, in Misc. Record 173 Page 94.
16. Easement to Southeastern Illinois Electric Cooperative, Inc., filed October 1, 1997, in Misc. Record 238 Page 294.
17. Structure Damage Payment Agreement by and between Jack Edwards and Modena Edwards and Williamson Energy, LLC filed March 19, 2010 in Misc. Record 323 Page 191. (Tract 1)

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SCHEDULE B
(Continued)

- 18. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

- 19. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

* Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

** Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of the Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-565 REVISED 2

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1: Part of the southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Nine (9), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian, in Williamson County, Illinois, further described as follows:

Commencing at a set roof bolt marking the Northeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Nine (9), thence South 0 degrees 14 minutes 33 seconds West, along the East line of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Nine (9), 665.66 feet to a set roof bolt, thence North 88 degrees 58 minutes 19 seconds West, 502.52 feet to a set 5/8 inch rod on the West right of way line of the Thompsonville Blacktop at the point of beginning, thence North 88 degrees 58 minutes 19 seconds West, 311.93 feet to a set 5/8 inch rod, thence North 1 degree 1 minute 41 seconds East, 255.46 feet to a set 5/8 inch rod, thence South 88 degrees 58 minutes 19 seconds East, 370.22 feet to a set 5/8 inch rod on the West right of way line of the Thompsonville Blacktop, thence South 13 degree 53 minutes 1 second West, along the West right of way line of the Thompsonville Blacktop, 262 feet to the said point of beginning, situated in Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-09-300-019

Tract 2: Part of the South One-Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Nine (9) Township Eight (8) South, Range Four (4) East of the Third Principal Meridian, in Williamson County, Illinois, further described as follows:

Commencing at a set roof bolt marking the Northeast corner, of the Southeast Quarter of the Southwest Quarter of Section 9, thence North 88 degrees 58 minutes 28 seconds West, along the North line of the South $\frac{1}{2}$ of the Southwest Quarter of Section 9, 337.10 feet, to a point on the West right of way line of the Thompsonville Blacktop, at the Point of Beginning, thence along the North line of the South $\frac{1}{2}$, of the Southwest Quarter of Section 9, North 88 degrees 58 minutes 28 seconds West, 1,641.44 feet to the West line of the East $\frac{1}{2}$, of the Southwest Quarter, of the Southwest Quarter of Section 9, thence South 0 degrees 13 minutes 36 seconds West, along the said line 665.58 feet to a point, thence South 88 degrees 58 minutes 20 seconds East, 1,163.90 feet to a set 5/8 inch rod, thence North 1 degree 1 minute 41 seconds East, 255.46 to a 5/8 inch rod, thence South 88 degrees 58 minutes 19 seconds East, 370.22 feet, to a set 5/8 inch rod on the West right of way line of the Thompsonville Blacktop, thence North 13 degrees 53 minutes 1 seconds East, along the West right of way line of the Thompsonville Blacktop, 328.52 feet, thence along the West right of way of the Thompsonville Blacktop, on a curve concave to the right 93.26 feet, with a radius of 885.45 feet to the said point of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-09-300-018

Auction Tract 49
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-566 REVISED
Issuing Office File Number: T18-566
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 22, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
10. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-09-300-016. Taxes of record for 2017 payable in 2018 were: \$420.78, PAID OF RECORD.

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. *Subject to the rights of tenants in possession, if any.
11. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
12. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
13. **Subject to roads and road right of ways.
14. *Subject to CRP contracts, if any.
15. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.
- Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.
16. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

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SCHEDULE B
(Continued)

* Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed alta forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

** Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of the Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email:
customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-566 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

(For informational purpose only)

A portion of this descriptions property:

THE SOUTH FIFTEEN (15) ACRES OF THE NORTH FORTY-FIVE (45) ACRES OF THE FOLLOWING: The Southeast Fourth (SE ¼) of the Southwest Quarter (SW ¼) and of the East One-Half (E ½) of the Southwest Fourth (SW ¼) of the Southwest Quarter (SW ¼) of Section Nine (9), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian, all in Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

EXCEPT THE FOLLOWING PARCELS OF REAL ESTATE, TO-WIT:

PARCEL A:

Part of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Nine (9), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian, in Williamson County, Illinois, further described as follows:

Commencing at a found roof bolt marking the Northeast corner, of the Southeast Quarter of the Southwest Quarter of Section 9, thence South 0 degrees 14 minutes 32 seconds West, along the East line of the Southwest Quarter of the Section 9, 665.66 feet to a found roof bolt, to the point of beginning, thence North 88 degrees 58 minutes 19 seconds West, 461.49 feet to a set 5/8 inch iron pin, thence South 13 degrees 53 minutes 1 seconds West, along the East right of way line of the Thompsonville Blacktop, 341.349 feet to a set 5/8 inch iron pin, thence South 88 degrees 58 minutes 16 seconds East, 542.01 feet to a set 5/8 inch iron pin, thence North 1 degree 14 minutes 32 seconds East, 332.83 feet to said point of beginning.

PARCEL B:

Part of the South One-Half of the Southwest Quarter of Section 9, Township 8 South Range 4 East of the Third Principal Meridian, in Williamson County, Illinois, further described as follow:

Commencing at a found roof bolt marking the Northeast corner of the Southeast Quarter of the Southwest Quarter of Section 9, thence South 0 degrees 14 minutes 32 seconds West along the East line of the Southwest Quarter of Section 9, 998.49 feet to a set 5/8 inch iron bar, thence North 88 degrees 58 minutes 16 seconds West, 1,086.44 feet to a set 5/8 inch iron bar at the Point of Beginning, thence North 88 degrees 58 minutes 16 seconds West, 891.833 feet to a set 5/8 inch iron bar, thence North 88 degrees 58 minutes 16 seconds West, 891.833 feet to a set 5/8 inch iron bar, thence North 0 degrees 13 minutes 36 seconds East, 332.80 feet to a set 5/8 inch iron bar, thence South 88 degrees 58 minutes 20 seconds East, 1,475.83 feet to a set 5/8 inch iron bar, thence South 13 degrees 53 minutes 01 seconds West, along the West right of way line of the Thompsonville Blacktop, 170.67 feet to a set 5/8 inch iron bar, thence North 88 degrees 58 minutes 20 seconds West, 543.70 feet to a set 5/8 inch iron bar, thence South 0 degrees 13 minutes 36 seconds West, 166.40 feet to the said Point of Beginning.

Informational Note: Property Record Number 04-09-300-016

Auction Tract 50
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-567 REVISED 2
Issuing Office File Number: T18-567
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 21, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
10. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
11. We should be furnished with a final signed survey, once complete. This commitment is subject to additional requirements and exceptions upon receipt.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.
- Taxes: The lien for General Taxes for the year 2018 and thereafter.
- Property Record Number 04-09-200-001. Taxes of record for 2017 payable in 2018 were: \$1,184.14, PAID OF RECORD. (Affects Additional Property)
9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. Easement and Right-of-Way Agreement executed by Clara Summers, to Williamson Development Company LLC, a Delaware limited liability company, filed October 13, 2006 in Misc. Record 301 Page 318.
11. Structure Damage Payment Agreement and Surface Lease Agreement between Clara Summers and Independence Land Company, LLC, a Delaware limited liability company, filed March 23, 2006 in Misc. Record 297 Page 626, subject to the terms, provisions and conditions as set therein.
12. Assignment of Lease between Independence Land Company, LLC and Williamson Energy, LLC, filed December 1, 2010 in Misc. Record 327 Page 750, subject to the terms, provisions and conditions as set therein.
13. Memorandum of Surface Easement and Agreement by and between New River Royalty, LLC and Williamson Energy, LLC, dated January 17, 2017 and filed June 2, 2017 in Book 362 at Page 680 as Document Number 2017-00004128 in the Recorder's Office of Williamson County, Illinois.
14. *Subject to the rights of tenants in possession, if any.
15. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
16. *Subject to CRP contracts, if any.
17. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
18. **Subject to roads and railroad right of ways.
19. This company has been informed that a survey will be completed on the herein described property and that only a portion of the herein described property will be insured via this commitment. Thus, we should be furnished with a survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)

20. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

21. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.
22. Memorandum of Surface Easement and Agreement granted to Williamson Energy, LLC, dated August 10, 2018 and filed August 29, 2018 in Book 368, at Page 487, as Document Number 2018-00006562, in the Recorder's Office of Williamson County, Illinois.

* Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed alta forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

** Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of the Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-567 REVISED 2

EXHIBIT A
PROPERTY DESCRIPTION

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

(FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

The Northwest One-fourth (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$); West One-half (W $\frac{1}{2}$) of the Northeast One-fourth (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Nine (9), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

LESS AND EXCEPT: All that portion thereof being used for roadway purposes. Also except that portion being a railroad or railroad right of way.

Informational Note: Part of Property Record Number 04-09-200-001

Auction Tract 51
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-568 REVISED 3
Issuing Office File Number: T18-568
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 21, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
 - Tract 1: New River Royalty, LLC
 - Tract 2: New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
 - SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone: (618)997-8404 Fax: (618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Tract 1: New River Royalty, LLC

Tract 2: New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
10. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
11. We should be furnished with a final signed survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt.

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SCHEDULE B
(Continued)

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-09-200-001. Taxes of record for 2017 payable in 2018 were: \$1,184.14, PAID OF RECORD. (affects additional property)

Property Record Number 04-09-200-006. Taxes of record for 2017 payable in 2018 were: \$94.14, PAID OF RECORD. (Tract 2 & affects additional property)

Property Record Number 04-09-200-015. Taxes of record for 2017 payable in 2018 were: \$701.74, PAID OF RECORD. (Tract 3 & affects additional property)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. Easement and Right-of-Way Agreement executed by Clara Summers, to Williamson Development Company LLC, a Delaware limited liability company, filed October 13, 2006 in Misc. Record 301 Page 318. (Tract 1 & Tract 2)
11. Structure Damage Payment Agreement and Surface Lease Agreement between Clara Summers and Independence Land Company, LLC, a Delaware limited liability company, filed March 23, 2006 in Misc. Record 297 Page 626, subject to the terms, provisions and conditions as set therein. (Tract 1)
12. Assignment of Lease between Independence Land Company, LLC and Williamson Energy, LLC, filed December 1, 2010 in Misc. Record 327 Page 750, subject to the terms, provisions and conditions as set therein. (Tract 1)
13. Memorandum of Surface Easement and Agreement by and between New River Royalty, LLC and Williamson Energy, LLC, dated January 17, 2017 and filed June 2, 2017 in Book 362 at Page 680 as Document Number 2017-00004128 in the Recorder's Office of Williamson County, Illinois. (Tract 1 & Tract 2)
14. *Subject to the rights of tenants in possession, if any.
15. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
16. *Subject to CRP contracts, if any.

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SCHEDULE B
(Continued)

17. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
18. **Subject to roads and railroad right of ways.
19. This company has been informed that a survey will be completed on the herein described property and that only a portion of the herein described property will be insured via this commitment. Thus, we should be furnished with a survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt.
20. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.
21. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.
22. Memorandum of Surface Easement and Agreement granted to Williamson Energy, LLC, dated August 10, 2018 and filed August 29, 2018 in Book 368, at Page 487, as Document Number 2018-00006562, in the Recorder's Office of Williamson County, Illinois.
23. Memorandum of Surface Easement and Agreement granted to Williamson Energy, LLC, dated August 21, 2018 and filed August 29, 2018, in Book 368, at Page 486, as Document Number 2018-00006561, in the Recorder's Office of Williamson County, Illinois.
24. Memorandum of Surface Agreement between Four Boars Farms, LLC and BPI Industries (USA), INC., filed November 21, 2005 in Misc. Record 294 Page 990. (Tract 3)
25. Matters of Plat of Survey by Donald L. Bullard, Illinois Professional Land Surveyor Number 2574, dated March 10, 2006, as shown in Warranty Deed filed April 3, 2006 in Deed Record 473, Page 130. (Tract 3)
26. Grant of Surface Easement from Williamson Development Company LLC to Williamson Energy LLC filed August 27, 2010 in Misc. Record 325, page 899. (Tract 3)
27. Easement and Right of Way granted to James B. Eberts, dated April 5, 2006 and filed April 5, 2006 in Miscellaneous Record 297 at Page 841 as Document Number 4134 in the Recorder's Office of Williamson County, Illinois. (Tract 3)

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SCHEDULE B
(Continued)

- 28. Access may be limited to contiguous parcels herein described. Therefore, an attempt to convey a portion of the property may cause certain parcels to become landlocked. (Tract 3 via Tract 1 or Tract 2)
- 29. Assignment by and between Meadowlark Inc. and Delta Mine Holding Company, dated June 1, 1998 and filed June 17, 1998 in Miscellaneous Record 243 at Page 33 as Document Number 7473 in the Recorder's Office of Williamson County, Illinois. (Tract 2)

* Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed alta forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

** Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of the Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

This company has been informed that a survey will be completed on the herein described property and that only a portion of the herein described property will be insured via this commitment. Thus, we should be furnished with a survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt.

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-568 REVISED 3

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1:
(FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following description property:

The Northwest One-fourth (NW ¼) of the Northeast Quarter (NE ¼); West One-half (W 1/2) of the Northeast One-fourth (NE ¼) of the Northeast Quarter (NE ¼) of Section Nine (9), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

LESS AND EXCEPT: All that portion thereof being used for roadway purposes. Also except that portion being a railroad or railroad right of way.

Informational Note: Part of Property Record Number 04-09-200-001

Tract 2:
Situated in the Northeast Quarter of the Northeast Quarter of Section Nine (9), Town Eight (8) South, Range Four (4) East more particularly described as follows;

Being a strip of land Sixty (60) feet in width Thirty (30) feet on each side of the following described center line; From a stone at the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section Four (4), Town Eight (8) South Range Four (4) East measure Westerly Nine Hundred and Two and Five Tenths (902.5) feet along the North line of said Quarter Quarter Section to a point in the proposed center line of location; thence deflecting Eighty-Nine degrees and Forty minutes (89° 40') to the left measure Southerly Nine Hundred and Eighty-Eight and Seven Tenths (988.7) feet along said center line; thence measure Southwesterly Three Hundred and Thirty and Five Tenths (330.5) feet along curve to the right having a radius of Five Thousand Seven Hundred and Thirty (5730) feet to a point in the North line of said Section Nine (9) for the place of beginning; thence continuing the last described course measure One Thousand Three Hundred and Forty (1340) feet to a point in the Grantor's Southerly property line One Hundred and Sixteen and Six Tenths (116.6) feet distance from the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section Nine (9) measured Easterly along the South line of said Quarter Quarter Section for the place of ending. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-09-200-006

Tract 3: (FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

A part of the East One-Half (E ½) of the Northeast Quarter (NE ¼) of Section Nine (9), and a part of the West One-Half (W ½) of the Northwest Quarter (NW ¼) of Section Ten (10), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian all located in Williamson County, Illinois, further described as follows:

Beginning at a 2 inch iron pipe marking the Northwest corner of said Section 10; thence South 89 degrees 25

EXHIBIT A
(Continued)

Commitment Number: T18-568 REVISED 3

minutes 44 seconds East along the North line of said Section 10, 658.91 feet to a #5 rebar; thence South 0 degrees 12 minutes 52 seconds West, along the East line of the West One-Half of the Northwest Quarter of the Northwest Quarter of said Section 10, 1,331.30 feet to a #5 rebar; thence South 0 degrees 12 minutes 54 seconds West along the East line of the West One-Half of the Southwest Quarter of the Northwest Quarter of said Section 10, 440.00 feet to a #5 rebar; thence North 89 degrees 26 minutes 28 seconds West, 660.40 feet to a #5 rebar on the West line of said Section 10; thence North 89 degrees 05 minutes 23 seconds West, 1319.62 feet to a #5 rebar on the West line of the Southeast Quarter of the Northeast Quarter of said Section 9; thence North 0 degrees 15 minutes 17 seconds East along said line 440.00 feet to a #5 rebar; thence South 89 degrees 05 minutes 23 seconds East along the North line of the Southeast Quarter of the Northeast Quarter of said Section 9, 659.84 feet to a #5 rebar; thence North 0° 15' 31" East, along the West line of the East One-Half of the Northeast Quarter of said Section 9, 1,332.72 feet to a #5 rebar; thence South 88 degrees 58 minutes 41 seconds East, along the North line of said Section 9, 659.95 feet to the said point of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

LESS AND EXCEPT: That portion lying in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Nine (9), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian.

ALSO LESS AND EXCEPT: Situated in the Southeast Quarter of the Northeast Quarter of Section Nine (9) Township Eight (8) South, Range Four (4) East of the Third Principal Meridian more particularly described as follows:

From a stone at the Southeast corner of said Section Nine (9) measure Westerly One Thousand and Twenty-nine (1,029) feet along the South line of said Section to a point in the centerline of proposed location. Then deflecting Forty-five degrees and Ten minutes (45° 10') to the right measure Northwesterly Eight Hundred and Three (803) feet along said centerline of proposed location; thence measure Northerly One Thousand Five Hundred and Ninety Three and Three Tenths (1,593.3) feet along said centerline of proposed location which is on a curve to the right having a radius of One Thousand Four Hundred and Thirty Two and Seven Tenths (1,432.7) feet; thence on a tangent to the last described course measured Northeasterly One Thousand Seven Hundred and Fifteen and Seven Tenths (1,715.7) feet along said centerline of proposed location to a point in the West line of the Southeast Quarter of the Northeast Quarter of said Section for the place of beginning; thence deflecting Nineteen degrees and Fifty One Minutes (19° 51') to the left measure Northerly Eighty Eight and Four Tenths (88.4) feet along the West line of the Southeast Quarter of the Northeast Quarter of said Section; thence deflecting Nineteen degrees and Fifty One minutes (19° 51') to the right measure Northeasterly One Hundred and Forty-three and Nine tenths (143.9) feet; thence measure Northeasterly One Hundred and Thirty-five and Three tenths (135.3) feet along a curve to the left having a radius of Five Thousand Seven Hundred (5,700) feet to a point in the North line of the Southeast Quarter of the Northeast Quarter of said Section; thence deflecting Seventy One degrees and Fifty Seven minutes (71° 57') to the right measure Easterly Sixty Three and One tenth (63.1) feet along said North line; thence deflecting One Hundred and Seven degrees and Fifty One minutes (107° 51') to the right measure Southwesterly One Hundred and Fifty-four and Seven tenths (154.7) feet along a curve to the right having a radius of Five Thousand Seven Hundred and Sixty (5,760) feet; thence on a tangent to the last described course measure Southwesterly Three Hundred and Ten and One Tenth (310.1) feet; thence deflecting One Hundred and Sixty degrees and Nine minutes (160° 9') to the right measure Northerly Eighty Eight and Four Tenths (88.4) feet to the place of beginning.

Informational Note: Part of Property Record Number 04-09-200-015

Auction Tract 52
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-569 REVISED 4
Issuing Office File Number: T18-569
Property Address: Various Tracts, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 15, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
 - Tract 1: New River Royalty, LLC
 - Tract 2: New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
 - SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Tract 1: New River Royalty, LLC

Tract 2: New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
10. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
11. We should be furnished with a final signed survey, once complete. This commitment is subject to additional requirements and exceptions upon receipt. (Tract 1)
12. We should be furnished with approval for the split of Tract 2 from the Williamson County Plat Compliance Officer.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-09-200-001. Taxes of record for 2017 payable in 2018 were: \$1,184.14, PAID OF RECORD. (Tract 1) (Affects Additional Property)

Property Record Number 04-09-200-015. Taxes of record for 2017 payable in 2018 were: \$701.74, PAID OF RECORD. (Tract 2 and affects additional property)

Property Record Number 04-10-100-001. Taxes of record for 2017 payable in 2018 were: \$1,051.52, PAID OF RECORD. (Tract 2)

Property Record Number 04-10-100-007. Taxes of record for 2017 payable in 2018 were: \$319.10, PAID OF RECORD. (Tract 2)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. Easement and Right-of-Way Agreement executed by Clara Summers, to Williamson Development Company LLC, a Delaware limited liability company, filed October 13, 2006 in Misc. Record 301 Page 318. (Tract 1)
11. Structure Damage Payment Agreement and Surface Lease Agreement between Clara Summers and Independence Land Company, LLC, a Delaware limited liability company, filed March 23, 2006 in Misc. Record 297 Page 626, subject to the terms, provisions and conditions as set therein. (Tract 1)
12. Assignment of Lease between Independence Land Company, LLC and Williamson Energy, LLC, filed December 1, 2010 in Misc. Record 327 Page 750, subject to the terms, provisions and conditions as set therein. (Tract 1)
13. Memorandum of Surface Easement and Agreement by and between New River Royalty, LLC and Williamson Energy, LLC, dated January 17, 2017 and filed June 2, 2017 in Book 362 at Page 680 as Document Number 2017-00004128 in the Recorder's Office of Williamson County, Illinois. (Tract 1)
14. *Subject to the rights of tenants in possession, if any.
15. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
16. *Subject to CRP contracts, if any.

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SCHEDULE B
(Continued)

17. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
18. **Subject to roads and railroad right of ways.
19. Memorandum of Surface Agreement between Four Boars Farms, LLC and BPI Industries (USA), INC., filed November 21, 2005 in Misc. Record 294 Page 990. (Tract 2)
20. Matters of Plat of Survey by Donald L. Bullard, Illinois Professional Land Surveyor Number 2574, dated March 10, 2006, as shown in Warranty Deed filed April 3, 2006 in Deed Record 473, Page 130. (Tract 2)
21. Grant of Surface Easement from Williamson Development Company LLC to Williamson Energy LLC filed August 27, 2010 in Misc. Record 325, page 899. (Tract 2)
22. Easement and Right of Way granted to James B. Eberts, dated April 5, 2006 and filed April 5, 2006 in Miscellaneous Record 297 at Page 841 as Document Number 4134 in the Recorder's Office of Williamson County, Illinois. (Tract 2)
23. This company has been informed that a survey will be completed on the herein described property and that only a portion of the herein described property will be insured via this commitment. Thus, we should be furnished with a survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt.
24. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.
25. Access may be limited to contiguous parcels herein described. Therefore, an attempt to convey a portion of the property may cause certain parcels to become landlocked.(04-09-200-015 via 04-09-200-001)
26. Access may be limited to contiguous parcels herein described. Therefore, an attempt to convey a portion of the property may cause certain parcels to become landlocked. (04-10-100-007 via 04-10-100-001)
27. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

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SCHEDULE B
(Continued)

- 28. Memorandum of Surface Easement and Agreement granted to Williamson Energy, LLC, dated August 10, 2018 and filed August 29, 2018 in Book 368, at Page 487, as Document Number 2018-00006562, in the Recorder's Office of Williamson County, Illinois.
- 29. Memorandum of Surface Easement and Agreement granted to Williamson Energy, LLC, dated August 21, 2018 and filed August 29, 2018 in Book 368, at Page 486, as Document Number 2018-00006561, in the Recorder's Office of Williamson County, Illinois.

* Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

** Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of the Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-569 REVISED 4

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1: (FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

The Northwest One-fourth (NW ¼) of the Northeast Quarter (NE ¼); West One-half (W 1/2) of the Northeast One-fourth (NE ¼) of the Northeast Quarter (NE ¼) of Section Nine (9), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

LESS AND EXCEPT: All that portion thereof being used for roadway purposes. Also except that portion being a railroad or railroad right of way.

Informational Note: Part of Property Record Number 04-09-200-001

Tract 2: (FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

A part of the East One-Half (E ½) of the Northeast Quarter (NE ¼) of Section Nine (9), and a part of the West One-Half (W ½) of the Northwest Quarter (NW ¼) of Section Ten (10), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian all located in Williamson County, Illinois, further described as follows:

Beginning at a 2 inch iron pipe marking the Northwest corner of said Section 10; thence South 89 degrees 25 minutes 44 seconds East along the North line of said Section 10, 658.91 feet to a #5 rebar; thence South 0 degrees 12 minutes 52 seconds West, along the East line of the West One-Half of the Northwest Quarter of the Northwest Quarter of said Section 10, 1,331.30 feet to a #5 rebar; thence South 0 degrees 12 minutes 54 seconds West along the East line of the West One-Half of the Southwest Quarter of the Northwest Quarter of said Section 10, 440.00 feet to a #5 rebar; thence North 89 degrees 26 minutes 28 seconds West, 660.40 feet to a #5 rebar on the West line of said Section 10; thence North 89 degrees 05 minutes 23 seconds West, 1319.62 feet to a #5 rebar on the West line of the Southeast Quarter of the Northeast Quarter of said Section 9; thence North 0 degrees 15 minutes 17 seconds East along said line 440.00 feet to a #5 rebar; thence South 89 degrees 05 minutes 23 seconds East along the North line of the Southeast Quarter of the Northeast Quarter of said Section 9, 659.84 feet to a #5 rebar; thence North 0° 15' 31" East, along the West line of the East One-Half of the Northeast Quarter of said Section 9, 1,332.72 feet to a #5 rebar; thence South 88 degrees 58 minutes 41 seconds East, along the North line of said Section 9, 659.95 feet to the said point of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

LESS AND EXCEPT: That portion lying in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Nine (9), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian.

ALSO LESS AND EXCEPT: Situated in the Southeast Quarter of the Northeast Quarter of Section Nine (9) Township Eight (8) South, Range Four (4) East of the Third Principal Meridian more particularly described as follows:

EXHIBIT A
(Continued)

Commitment Number: T18-569 REVISED 4

From a stone at the Southeast corner of said Section Nine (9) measure Westerly One Thousand and Twenty-nine (1,029) feet along the South line of said Section to a point in the centerline of proposed location. Then deflecting Forty-five degrees and Ten minutes ($45^{\circ} 10'$) to the right measure Northwesterly Eight Hundred and Three (803) feet along said centerline of proposed location; thence measure Northerly One Thousand Five Hundred and Ninety Three and Three Tenths (1,593.3) feet along said centerline of proposed location which is on a curve to the right having a radius of One Thousand Four Hundred and Thirty Two and Seven Tenths (1,432.7) feet; thence on a tangent to the last described course measured Northeasterly One Thousand Seven Hundred and Fifteen and Seven Tenths (1,715.7) feet along said centerline of proposed location to a point in the West line of the Southeast Quarter of the Northeast Quarter of said Section for the place of beginning; thence deflecting Nineteen degrees and Fifty One Minutes ($19^{\circ} 51'$) to the left measure Northerly Eighty Eight and Four Tenths (88.4) feet along the West line of the Southeast Quarter of the Northeast Quarter of said Section; thence deflecting Nineteen degrees and Fifty One minutes ($19^{\circ} 51'$) to the right measure Northeasterly One Hundred and Forty-three and Nine tenths (143.9) feet; thence measure Northeasterly One Hundred and Thirty-five and Three tenths (135.3) feet along a curve to the left having a radius of Five Thousand Seven Hundred (5,700) feet to a point in the North line of the Southeast Quarter of the Northeast Quarter of said Section; thence deflecting Seventy One degrees and Fifty Seven minutes ($71^{\circ} 57'$) to the right measure Easterly Sixty Three and One tenth (63.1) feet along said North line; thence deflecting One Hundred and Seven degrees and Fifty One minutes ($107^{\circ} 51'$) to the right measure Southwesterly One Hundred and Fifty-four and Seven tenths (154.7) feet along a curve to the right having a radius of Five Thousand Seven Hundred and Sixty (5,760) feet; thence on a tangent to the last described course measure Southwesterly Three Hundred and Ten and One Tenth (310.1) feet; thence deflecting One Hundred and Sixty degrees and Nine minutes ($160^{\circ} 9'$) to the right measure Northerly Eighty Eight and Four Tenths (88.4) feet to the place of beginning.

Informational Note: Property Record Numbers 04-09-200-015, 04-10-100-001, & 04-10-100-007

Auction Tract 53
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-570 REVISED 2
Issuing Office File Number: T18-570
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 15, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
10. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
11. We should be furnished with a surveyed legal description and/or corrected tax records. (see exception 8) (Tract 1)
12. We should be furnished with a signed survey once complete. This commitment is subject to additional exceptions and requirements. (Tracts 1 & 2)

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-04-400-009. Taxes of record for 2017 payable in 2018 were: \$3,748.62, PAID OF RECORD. (Tract 1 and affects additional property)

NOTE: There is a discrepancy between the herein described legal description and the property shown on the aerial provided by the Williamson County, Assessor's Office. The Assessor's Office shows the property as being on even strip of land 150 feet wide East and West running through the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter. However, the herein described property is 100 feet in width East and West in the Northeast Quarter of the Southeast Quarter and 150 feet in width East and West through the Southeast Quarter of the Southeast Quarter. This company finds no additional conveyance to New River Royalty, LLC, or successors for the remaining 50 feet in the Northeast Quarter of the Southeast Quarter. Thus we should be furnished with corrected records and/or a surveyed legal description to clarify. This commitment is subject to additional exceptions and requirements upon receipt.

Property Record Number 04-04-400-008. Taxes of record for 2017 payable in 2018 were: \$466.32, PAID OF RECORD. (Tract 2 and affects additional property)

Property Record Number 04-04-400-007. Taxes of record for 2017 payable in 2018 were: \$275.76, PAID OF RECORD. (Tract 3)

Property Record Number 04-04-400-006. Taxes of record for 2017 payable in 2018 were: \$280.26, PAID OF RECORD. (Tract 4)

NOTE: It appears that the description shown on the Assessor's card and the tax records provided by the Assessor's Office of Williamson County, Illinois is inaccurate. We should be furnished with corrected records.

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. This company will not be responsible for any taxes due to failure to properly assess.
11. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
12. *Subject to CRP contracts, if any.

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SCHEDULE B
(Continued)

13. *Subject to the rights of tenants in possession, if any.
14. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
15. **Subject to roads and railroad right of ways.
16. Assignment by and between Meadowlark Inc., and Delta Mine Holding Company, dated June 1, 1998 and filed June 17, 1998 in Miscellaneous Record 243 at Page 33 as Document Number 7473 in the Recorder's Office of Williamson County, Illinois.
17. Grant of Surface Easement from Williamson Development Company LLC to Williamson Energy LLC filed August 27, 2010 in Misc. Record 325, page 899.
18. Subject to mining rights as shown in Special Warranty Deed filed August 27, 2010 in Deed Record 486, Page 124. (Tract 2)
19. This company has been informed that a survey will be completed on the herein described property and that only a portion of the herein described property will be insured via this commitment. Thus, we should be furnished with a survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt. (Tracts 1 & 2)
20. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.
21. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

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SCHEDULE B
(Continued)

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-570 REVISED 2

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1: (FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

Parcel 1: Situated in the Northeast Quarter of the Southeast Quarter of Section Four (4) Township Eight (8) South, Range Four (4) East of the Third Principal Meridian more particularly described as follows; from a stone at the Northeast Corner of said Quarter Quarter Section measure Westerly Eight Hundred and Twenty Five and Three Tenths (825.3) feet to a point for a place of beginning; thence continuing the last described course measure One Hundred (100) feet; thence deflecting Eighty Eight Degrees and Forty Seven Minutes (88° 47') to the left measure Southerly One Thousand Three Hundred and Nineteen and Five Tenths (1,319.5) feet along a line parallel with and Fifty (50) feet distant measured Westerly at right angles from the center line of said Grantee's proposed tract; thence deflecting Ninety degrees and Twenty minutes (90° 20') to the left measure Easterly One Hundred (100) feet along the South line of said Quarter Quarter Section to a point Eight Hundred and Fifty Two and Five Tenths (852.5) feet distant from a stone at the Southeast corner of said Quarter Quarter Section; thence deflecting Eighty Nine degrees and Forty minutes (89° 40') to the left measure Northerly One Thousand Three Hundred and Twenty One and One tenth (1,321.1) feet along a line parallel with and Fifty (50) feet distant measure Easterly at right angles to said Grantee's center line of proposed track to the place of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Parcel 2: A part of the North Three Quarter of the Southeast Quarter of the Southeast Quarter of Section Four (4) Township Eight (8) South, Range Four (4) East of the Third Principal Meridian, more particularly described as follows; from a stone at the Northeast Corner of said Quarter Quarter Section measure Westerly along the North line of said Quarter Quarter Section Eight Hundred and Twenty Seven and Five Tenths (827.5) feet to a point for the place of beginning; thence continuing the last described course measure One Hundred and Fifty (150) feet; thence deflecting Eighty Nine degrees and Forty minutes (89° 40') to the left measure Southerly along a line parallel with and Seventy Five (75) feet distant measured Westerly at right angles from the Grantee's center line of proposed tract Nine Hundred and Thirty Three and Eight Tenths (933.8) feet; thence along a curve to the right having a radius of Five Thousand Six Hundred and Fifty Five (5,655) feet tangent to the last described course at its Southerly extremity measure Fifty Six and Four Tenths (56.4) feet; thence deflecting Ninety One degrees and Thirty minutes (91° 30') to the left measure Easterly along the South line of said North Three Quarter of said Quarter Quarter Section One Hundred and Fifty (150) feet; thence deflecting Eighty Eight degrees and Thirty Two minutes (88° 32') to the left along a curve to the left having a radius of Five Thousand Eight Hundred and Five (5,805) feet measure Northerly Fifty Two and Six Tenths (52.6) feet; thence along a right line which is tangent to the last described course at its Northerly extremity and which is Seventy Five (75) feet distant measured Easterly at right angles from the Grantee's center line of proposed tract measure Northerly Nine Hundred and Thirty Four and Six Tenths (934.6) feet to the place of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Parcel 3: A part of the South Quarter of the Southeast Quarter of the Southeast Quarter of Section Four (4) Township Eight (8) South, Range Four (4) East of the Third Principal Meridian more particularly described as follows; from a stone at the Northeast Corner of said Quarter Quarter Section measure Westerly along the North line of said Quarter Quarter Section Nine Hundred and Two and Five Tenths (902.5) feet; thence deflecting Eighty Nine degrees and Forty minutes (89° 40') to the left measure Southerly along the Grantee's

EXHIBIT A
(Continued)

Commitment Number: T18-570 REVISED 2

center line of proposed tract Nine Hundred and Thirty Four and Two Tenths (934.2) feet; thence along a curve to the right having a radius of Five Thousand Seven Hundred and Thirty (5,730) feet tangent to the last described course at its Southerly extremity measure Fifty Four and Five Tenths (54.5) feet for the place of beginning; thence deflecting Eighty Eight degrees and Thirty One minutes (88° 31') to the right measure Westerly along the North line of said South Quarter of said Quarter Quarter Section Seventy Five (75) feet; thence deflecting Eighty Eight degrees and Thirty minutes (88° 30') to the left along a curve to the right having a radius of Five Thousand Six Hundred and Fifty Five (5,655) feet and being Seventy Five (75) feet distant measured Westerly at right angles from said Grantee's center line of proposed track measure Three Hundred and Thirty and Five Tenths (330.5) feet; thence deflecting Ninety Four degrees and Forty Five minutes (94° 45') to the left measure Easterly along the South line of said Quarter Quarter Section One Hundred and Fifty and Five tenths (150.5) feet to a point Eight Hundred and Seventy Two (872) feet from the Southeast Corner of said Quarter Quarter Section; thence deflecting Ninety Four degrees and Thirty Seven minutes (94° 37') to the left along a curve to the left having a radius of Five Thousand Eight Hundred and Five (5,805) feet and being Seventy Five (75) feet distance measured at right angles from said centerline of proposed tract measure Northerly Three Hundred and Thirty and Five Tenths (330.5) feet; thence deflecting Ninety One degrees and Thirty One minutes (91° 31') to the left measure Westerly along the North line of said South Quarter of said Quarter Quarter Section Seventy Five (75) feet to the place of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-04-400-009.

Tract 2: (FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

The South One-Fourth (S ¼) of the Southeast Fourth (SE ¼) of the Southeast Quarter (SE ¼) of Section Four (4), Except a strip One Hundred Forty-six (146) feet and Eight (8) inches of equal width off and across the West side, in Township Eight (8) South, Range Four (4) East of the Third Principal Meridian, Further Except all railroad rights-of-way. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-04-400-008.

Tract 3:

A part of the South One-Fourth (S ¼) of the Southeast Fourth (SE ¼) of the Southeast Quarter (SE ¼) of Section Four (4), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian, more particularly described as follows:

Commencing Two Hundred Nine (209) feet North of the Southwest corner of the above described Ten acre tract, thence run North to the Northwest corner of said Ten acre tract, thence run East One Hundred Forty-six feet and Eight inches (146' 8"), thence South to the South line of said Ten acre tract, thence West One Hundred Nineteen (119) feet, thence North Two Hundred Nine (209) feet, thence West Twenty-seven feet and Eight inches (27' 8") to the place of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-04-400-007.

EXHIBIT A
(Continued)

Commitment Number: T18-570 REVISED 2

Tract 4:

One Acre off of the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Four (4), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian. ALSO Two Hundred Nine (209) feet long and Twenty-seven (27) feet and Eight (8) inches wide, off the Southwest corner of the Southeast Fourth (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Four (4), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian, Length running North and South, Width East and West. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-04-400-006.

Auction Tract 54
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-571 REVISED
Issuing Office File Number: T18-571
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 15, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
10. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
11. We should be furnished with a surveyed legal description and/or corrected tax records. (see exception 8)
12. We should be furnished with a final signed survey once completed. This commitment is subject to additional requirements and exceptions upon receipt.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-04-400-009. Taxes of record for 2017 payable in 2018 were: \$3,748.62, PAID OF RECORD. (Tract 1 and affects additional property)

NOTE: There is a discrepancy between the herein described legal description and the property shown on the aerial provided by the Williamson County, Assessor's Office. The Assessor's Office shows the property as being on even strip of land 150 feet wide East and West running through the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter. However, the herein described property is 100 feet in width East and West in the Northeast Quarter of the Southeast Quarter and 150 feet in width East and West through the Southeast Quarter of the Southeast Quarter. This company finds no additional conveyance to New River Royalty, LLC, or successors for the remaining 50 feet in the Northeast Quarter of the Southeast Quarter. Thus we should be furnished with corrected records and/or a surveyed legal description to clarify. This commitment is subject to additional exceptions and requirements upon receipt.

Property Record Number 04-04-400-008. Taxes of record for 2017 payable in 2018 were: \$466.32, PAID OF RECORD. (Tract 2 and affects additional property)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
11. *Subject to CRP contracts, if any.
12. *Subject to the rights of tenants in possession, if any.
13. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
14. **Subject to roads and railroad right of ways.
15. Assignment by and between Meadowlark Inc., and Delta Mine Holding Company, dated June 1, 1998 and filed June 17, 1998 in Miscellaneous Record 243 at Page 33 as Document Number 7473 in the Recorder's Office of Williamson County, Illinois.

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SCHEDULE B
(Continued)

16. Grant of Surface Easement from Williamson Development Company LLC to Williamson Energy LLC filed August 27, 2010 in Misc. Record 325, page 899.
17. This company will not be responsible for any taxes due to failure to properly assess.
18. Subject to Mining Rights as reserved in Special Warranty Deed filed August 27, 2010 in Deed Record 486, Page 124. (Tract 2)
19. This company has been informed that a survey will be completed on the herein described property and that only a portion of the herein described property will be insured via this commitment. Thus, we should be furnished with a survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt.
20. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.
21. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

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SCHEDULE B
(Continued)

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

(1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns

(2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns

(3) Payment of Owner's Commercial Survey endorsement fee

(4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-571 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1: (FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

Parcel 1: Situated in the Northeast Quarter of the Southeast Quarter of Section Four (4) Township Eight (8) South, Range Four (4) East of the Third Principal Meridian more particularly described as follows; from a stone at the Northeast Corner of said Quarter Quarter Section measure Westerly Eight Hundred and Twenty Five and Three Tenths (825.3) feet to a point for a place of beginning; thence continuing the last described course measure One Hundred (100) feet; thence deflecting Eighty Eight Degrees and Forty Seven Minutes (88° 47') to the left measure Southerly One Thousand Three Hundred and Nineteen and Five Tenths (1,319.5) feet along a line parallel with and Fifty (50) feet distant measured Westerly at right angles from the center line of said Grantee's proposed tract; thence deflecting Ninety degrees and Twenty minutes (90° 20') to the left measure Easterly One Hundred (100) feet along the South line of said Quarter Quarter Section to a point Eight Hundred and Fifty Two and Five Tenths (852.5) feet distant from a stone at the Southeast corner of said Quarter Quarter Section; thence deflecting Eighty Nine degrees and Forty minutes (89° 40') to the left measure Northerly One Thousand Three Hundred and Twenty One and One tenth (1,321.1) feet along a line parallel with and Fifty (50) feet distant measure Easterly at right angles to said Grantee's center line of proposed track to the place of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Parcel 2: A part of the North Three Quarter of the Southeast Quarter of the Southeast Quarter of Section Four (4) Township Eight (8) South, Range Four (4) East of the Third Principal Meridian, more particularly described as follows; from a stone at the Northeast Corner of said Quarter Quarter Section measure Westerly along the North line of said Quarter Quarter Section Eight Hundred and Twenty Seven and Five Tenths (827.5) feet to a point for the place of beginning; thence continuing the last described course measure One Hundred and Fifty (150) feet; thence deflecting Eighty Nine degrees and Forty minutes (89° 40') to the left measure Southerly along a line parallel with and Seventy Five (75) feet distant measured Westerly at right angles from the Grantee's center line of proposed tract Nine Hundred and Thirty Three and Eight Tenths (933.8) feet; thence along a curve to the right having a radius of Five Thousand Six Hundred and Fifty Five (5,655) feet tangent to the last described course at its Southerly extremity measure Fifty Six and Four Tenths (56.4) feet; thence deflecting Ninety One degrees and Thirty minutes (91° 30') to the left measure Easterly along the South line of said North Three Quarter of said Quarter Quarter Section One Hundred and Fifty (150) feet; thence deflecting Eighty Eight degrees and Thirty Two minutes (88° 32') to the left along a curve to the left having a radius of Five Thousand Eight Hundred and Five (5,805) feet measure Northerly Fifty Two and Six Tenths (52.6) feet; thence along a right line which is tangent to the last described course at its Northerly extremity and which is Seventy Five (75) feet distant measured Easterly at right angles from the Grantee's center line of proposed tract measure Northerly Nine Hundred and Thirty Four and Six Tenths (934.6) feet to the place of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Parcel 3: A part of the South Quarter of the Southeast Quarter of the Southeast Quarter of Section Four (4) Township Eight (8) South, Range Four (4) East of the Third Principal Meridian more particularly described as follows; from a stone at the Northeast Corner of said Quarter Quarter Section measure Westerly along the North line of said Quarter Quarter Section Nine Hundred and Two and Five Tenths (902.5) feet; thence deflecting Eighty Nine degrees and Forty minutes (89° 40') to the left measure Southerly along the Grantee's

EXHIBIT A
(Continued)

Commitment Number: T18-571 REVISED

center line of proposed tract Nine Hundred and Thirty Four and Two Tenths (934.2) feet; thence along a curve to the right having a radius of Five Thousand Seven Hundred and Thirty (5,730) feet tangent to the last described course at its Southerly extremity measure Fifty Four and Five Tenths (54.5) feet for the place of beginning; thence deflecting Eighty Eight degrees and Thirty One minutes (88° 31') to the right measure Westerly along the North line of said South Quarter of said Quarter Quarter Section Seventy Five (75) feet; thence deflecting Eighty Eight degrees and Thirty minutes (88° 30') to the left along a curve to the right having a radius of Five Thousand Six Hundred and Fifty Five (5,655) feet and being Seventy Five (75) feet distant measured Westerly at right angles from said Grantee's center line of proposed track measure Three Hundred and Thirty and Five Tenths (330.5) feet; thence deflecting Ninety Four degrees and Forty Five minutes (94° 45') to the left measure Easterly along the South line of said Quarter Quarter Section One Hundred and Fifty and Five tenths (150.5) feet to a point Eight Hundred and Seventy Two (872) feet from the Southeast Corner of said Quarter Quarter Section; thence deflecting Ninety Four degrees and Thirty Seven minutes (94° 37') to the left along a curve to the left having a radius of Five Thousand Eight Hundred and Five (5,805) feet and being Seventy Five (75) feet distance measured at right angles from said centerline of proposed tract measure Northerly Three Hundred and Thirty and Five Tenths (330.5) feet; thence deflecting Ninety One degrees and Thirty One minutes (91° 31') to the left measure Westerly along the North line of said South Quarter of said Quarter Quarter Section Seventy Five (75) feet to the place of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-04-400-009.

Tract 2: (FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

The South One-Fourth (S ¼) of the Southeast Fourth (SE ¼) of the Southeast Quarter (SE ¼) of Section Four (4), Except a strip One Hundred Forty-six (146) feet and Eight (8) inches of equal width off and across the West side, in Township Eight (8) South, Range Four (4) East of the Third Principal Meridian, Further Except all railroad rights-of-way. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-04-400-008.

Auction Tract 56
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-573 REVISED 2
Issuing Office File Number: T18-573
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 22, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount: \$ 10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-03-100-005. Taxes of record for 2017 payable in 2018 were: \$100.52, PAID OF RECORD.

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. *Subject to the rights of tenants in possession, if any.
11. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
12. *Subject to CRP contracts, if any.
13. **Subject to roads and railroad right of ways.
14. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
15. Memorandum of Surface Agreement by and between John Steffens and BPI Industries (USA), Inc., filed April 11, 2006 as Misc. Record 297 Page 972, and subject to the terms, provisions and conditions therein.
16. Railroad Right of Ways, if any; This policy should not be construed as insuring any part of the property being taken, granted, or conveyed as railroad right of ways.
17. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.
- Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.
18. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

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SCHEDULE B
(Continued)

* Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

** Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of the Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-573 REVISED 2

EXHIBIT A
PROPERTY DESCRIPTION

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

The South Twenty-five (25) acres of the West Three-fourths ($W \frac{3}{4}$) of the Northwest Quarter ($NW \frac{1}{4}$), in Section Three (3), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian, EXCEPT the South Twenty-two (22) feet thereof. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-03-100-005

Auction Tract 57
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-574 REVISED 2
Issuing Office File Number: T18-574
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 22, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. We should be furnished with a final signed survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-03-300-003. Taxes of record for 2017 payable in 2018 were: \$2,801.04, PAID OF RECORD. (affects additional property)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. *Subject to the rights of tenants in possession, if any.
11. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
12. *Subject to CRP contracts, if any.
13. **Subject to roads and railroad right of ways.
14. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
15. Memorandum of Surface Agreement by and between John Steffens and BPI Industries (USA), Inc., filed April 11, 2006 as Misc. Record 297 Page 972, and subject to the terms, provisions and conditions therein.
16. Railroad Right of Ways, if any; This policy should not be construed as insuring any part of the property being taken, granted, or conveyed as railroad right of ways.
17. Attention is directed to the fact that the public records do not show any means of ingress or egress to or from the Northwest Quarter of the Southwest Quarter and the West One-half of the Northeast Quarter of the Southwest Quarter, and , by reason thereof, our policy should not be construed as insuring against any loss or damage by reason of lack of access to and from the land.
18. This company has been informed that a survey will be completed on the herein described property and that only a portion of the herein described property will be insured via this commitment. Thus, we should be furnished with a survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt.

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SCHEDULE B
(Continued)

19. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

20. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.
21. Easement Grant to Williamson Development Company, LLC dated October 13, 2005, filed October 13, 2005 in Misc. Record 294, at Page 291, as Document Number 11861, in the Recorder's Office of Williamson County, Illinois.

* Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

** Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of the Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-574 REVISED 2

EXHIBIT A
PROPERTY DESCRIPTION

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

(FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

The Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$); The West One-half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$); and the South One-half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$), all in Section Three (3), Township Eight (8) South, Range Four (4) East of the Third Principal meridian, EXCEPT THE FOLLOWING DESCRIBED REAL ESTATE: Being a part of the Southwest Quarter of the Southwest Quarter, part of the Northwest Quarter of the Southwest Quarter, and part of the West One-Half of the Northeast Quarter of the Southwest Quarter of Section 3, Township 8 south, Range 4 East of the Third Principal Meridian, Williamson County, Illinois, being more particularly described as follows: Commencing at a Stone found at the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section 3, Township 8 South, Range 4 East of the Third Principal Meridian, Williamson County, Illinois; thence N 00 degrees 39' 59" E along the West line of said Section a distance of 0.40'; to the start of a centerline and Point of Beginning of a tract of land being 100.00' wide and all contained in said Quarter-Quarters; thence N 87 degrees 30' 37" E a distance of 1,791.05'; thence N 87 degrees 36' 49" E a distance of 31.00'; thence with a curve turning to the right with an arc length of 123.91', with a radius of 2,864.93', with a chord bearing of N 89 degrees 03' 34" E, with a chord length of 123.90', thence S 89 degrees 29' 58" E a distance of 29.57'; to the East line of the West One-Half of the Northeast Quarter of the Southwest Quarter and the end of said centerline. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-03-300-003

Auction Tract 58
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-575 REVISED 4
Issuing Office File Number: T18-575
Property Address: Various Tracts of Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 22, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
 - Tract 1: New River Royalty, LLC
 - Tract 2: New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
 - SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Tract 1: New River Royalty, LLC
Tract 2: New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. We should be furnished with a final signed survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-03-300-003. Taxes of record for 2017 payable in 2018 were: \$2,801.04, PAID OF RECORD. (Tract 1 & affects additional property)

Property Record Number 04-03-300-005. Taxes of record for 2017 payable in 2018 were: \$147.96, PAID OF RECORD. (Tract 2 & affects additional property)

Property Record Number 04-03-400-001. Taxes of record for 2017 payable in 2018 were: \$348.26, PAID OF RECORD. (Tract 2 & affects additional property)

Property Record Number 04-03-400-006. Taxes of record for 2017 payable in 2018 were: \$224.58, PAID OF RECORD. (Tract 2 & affects additional property)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. *Subject to the rights of tenants in possession, if any.
11. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
12. *Subject to CRP contracts, if any.
13. **Subject to roads and railroad right of ways.
14. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
15. Memorandum of Surface Agreement by and between John Steffens and BPI Industries (USA), Inc., filed April 11, 2006 as Misc. Record 297 Page 972, and subject to the terms, provisions and conditions therein. (Tract 1)
16. Attention is directed to the fact that the public records do not show any means of ingress or egress to or from the Northwest Quarter of the Southwest Quarter, the Northeast Quarter of the Southwest Quarter, the Northwest Quarter of the Southeast Quarter, or the South Half of the Northeast Quarter of the Southeast Quarter and, by reason thereof, our policy should not be construed as insuring against any loss or damage by reason of lack of access to and from the land.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)

17. Terms, provisions, and conditions relating to the easement described as Tract 2 herein and Parcel 6 contained in the instrument creating said easement, being Warranty Deed filed in Deed Record 471 at Page 600. (Tract 2)
18. Rights of the adjoining owner or owners to the concurrent use of said easement, as conveyed in Deed Record 471, at Page 600. (Tract 2)
19. Easement granted to Williamson Development Company, LLC, a Delaware limited liability company, by instrument dated October 13, 2005, recorded October 13, 2005 in Misc. Record 294, Page 291 as Document Number 11861 in the Recorder's Office of Williamson County, Illinois. (Tract 2)
20. This company has been informed that a survey will be completed on the herein described property and that only a portion of the herein described property will be insured via this commitment. Thus, we should be furnished with a survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt.
21. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.
22. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.
23. Memorandum of Surface Easement and Agreement granted to Williamson Energy, LLC, dated August 21, 2018 and filed August 29, 2018, in Book 368, at Page 486, as Document Number 2018-00006561, in the Recorder's Office of Williamson County, Illinois.
24. Easement Grant to Williamson Development Company, LLC dated October 13, 2005, filed October 13, 2005 in Misc. Record 294, at Page 291, as Document Number 11861, in the Recorder's Office of Williamson County, Illinois.

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SCHEDULE B
(Continued)

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-575 REVISED 4

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1: (FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

The Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$); The West One-half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$); and the South One-half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$), all in Section Three (3), Township Eight (8) South, Range Four (4) East of the Third Principal meridian, EXCEPT THE FOLLOWING DESCRIBED REAL ESTATE: Being a part of the Southwest Quarter of the Southwest Quarter, part of the Northwest Quarter of the Southwest Quarter, and part of the West One-Half of the Northeast Quarter of the Southwest Quarter of Section 3, Township 8 south, Range 4 East of the Third Principal Meridian, Williamson County, Illinois, being more particularly described as follows: Commencing at a Stone found at the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section 3, Township 8 South, Range 4 East of the Third Principal Meridian, Williamson County, Illinois; thence N 00 degrees 39' 59" E along the West line of said Section a distance of 0.40'; to the start of a centerline and Point of Beginning of a tract of land being 100.00' wide and all contained in said Quarter-Quarters; thence N 87 degrees 30' 37" E a distance of 1,791.05'; thence N 87 degrees 36' 49" E a distance of 31.00'; thence with a curve turning to the right with an arc length of 123.91', with a radius of 2,864.93', with a chord bearing of N 89 degrees 03' 34" E, with a chord length of 123.90', thence S 89 degrees 29' 58" E a distance of 29.57'; to the East line of the West One-Half of the Northeast Quarter of the Southwest Quarter and the end of said centerline. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: A part of Property Record Number 04-03-300-003

Tract 2:

(FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

The South One-half (S $\frac{1}{2}$) of the Northeast Fourth (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 3 Township 8 South, Range 4 East of the Third Principal Meridian.

LESS AND EXCEPT:

Part of the South Half of the Northeast Quarter of the Southeast Quarter of Section 3 in Township 8 South, Range 4 East of the Third Principal Meridian Williamson County, Illinois being more particularly described as follows;

Beginning at the Southeast corner of the said Northeast Quarter of the Southeast Quarter of Section 3; thence on the South line of the said Quarter-Quarter section, North 89 degrees 31 minutes 57 seconds West, 1,320.23 feet to the Southwest corner thereof; thence on the West line of the said Quarter-Quarter section, North 0 degrees 16 minutes 03 seconds East, 40.49 feet to the Southerly right of way line of the CN Spur Railroad; thence on the said Southerly railroad right of way line South 89 degrees 23 minutes 30 seconds East, 1,135.75 feet, thence continuing on the said Southerly railroad right of way line, 184.72 feet along an arc

EXHIBIT A
(Continued)

Commitment Number: T18-575 REVISED 4

to the left having a radius of 2,915.00 feet, the chord of which is North 88 degrees 47 minutes 35 seconds East 184.69 feet to the East line of the said Northeast Quarter of the Southeast Quarter of Section 3; thence on the said East line, South 0 degrees 26 minutes 48 seconds West, 43.09 feet to the point of beginning.

AND

The Northwest Fourth (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) ; the East One-half (E $\frac{1}{2}$) of the Northeast Fourth (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), all in Section Three (3), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian; EXCEPT a one acre tract of Surface Only described as follows: A strip of land Sixty-six (66) feet North and South and Six Hundred Sixty (660) feet East and West lying South of, and adjacent to the North line of the East Half (East $\frac{1}{2}$) of the Northeast Fourth (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Three (3), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian. Also, a Thirty (30) feet East and West by Sixty-six (66) feet North and South easement for right of ingress and egress at the West end of this described one-acre exception. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: A part of Property Record Numbers 04-03-300-005, 04-03-400-001, and 04-03-400-006.

Auction Tract 59
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-576 REVISED 2
Issuing Office File Number: T18-576
Property Address: Various Tracts of Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 22, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
 - Tract 1: New River Royalty, LLC
 - Tract 2: New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
 - SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Tract 1: New River Royalty, LLC
Tract 2: New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. We should be furnished with a final signed survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-03-300-003. Taxes of record for 2017 payable in 2018 were: \$2,801.04, PAID OF RECORD. (Tract 1 & affects additional property)

Property Record Number 04-03-300-005. Taxes of record for 2017 payable in 2018 were: \$147.96, PAID OF RECORD. (Tract 2 & affects additional property)

Property Record Number 04-03-400-001. Taxes of record for 2017 payable in 2018 were: \$348.26, PAID OF RECORD. (Tract 2 & affects additional property)

Property Record Number 04-03-400-006. Taxes of record for 2017 payable in 2018 were: \$224.58, PAID OF RECORD. (Tract 2 & affects additional property)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. *Subject to the rights of tenants in possession, if any.
11. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
12. *Subject to CRP contracts, if any.
13. **Subject to roads and railroad right of ways.
14. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
15. Memorandum of Surface Agreement by and between John Steffens and BPI Industries (USA), Inc., filed April 11, 2006 as Misc. Record 297 Page 972, and subject to the terms, provisions and conditions therein. (Tract 1)
16. Terms, provisions, and conditions relating to the easement described as Tract 2 herein and as Parcel 6 contained in the instrument creating said easement, being filed in Deed Record 471 at Page 600. (Tract 2)
17. Rights of the adjoining owner or owners to the concurrent use of said easement, as shown in Deed Record 471, Page 600. (Tract 2)

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SCHEDULE B
(Continued)

18. Easement granted to Williamson Development Company, LLC, a Delaware limited liability company, by instrument dated October 13, 2005, recorded October 13, 2005 in Misc. Record 294, Page 291 as Document Number 11861 in the Recorder's Office of Williamson County, Illinois. (Tract 2)
19. This company has been informed that a survey will be completed on the herein described property and that only a portion of the herein described property will be insured via this commitment. Thus, we should be furnished with a survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt
20. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.
21. Access may be limited to contiguous parcels herein described. Therefore, an attempt to convey a portion of the property may cause certain parcels to become landlocked.
22. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.
23. Memorandum of Surface Easement and Agreement granted to Williamson Energy, LLC, dated August 21, 2018 and filed August 29, 2018, in Book 368, at Page 486, as Document Number 2018-00006561, in the Recorder's Office of Williamson County, Illinois.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

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SCHEDULE B
(Continued)

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

(1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns

(2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns

(3) Payment of Owner's Commercial Survey endorsement fee

(4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-576 REVISED 2

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1:

(FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

The Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$); The West One-half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$); and the South One-half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$), all in Section Three (3), Township Eight (8) South, Range Four (4) East of the Third Principal meridian, EXCEPT THE FOLLOWING DESCRIBED REAL ESTATE: Being a part of the Southwest Quarter of the Southwest Quarter, part of the Northwest Quarter of the Southwest Quarter, and part of the West One-Half of the Northeast Quarter of the Southwest Quarter of Section 3, Township 8 south, Range 4 East of the Third Principal Meridian, Williamson County, Illinois, being more particularly described as follows: Commencing at a Stone found at the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section 3, Township 8 South, Range 4 East of the Third Principal Meridian, Williamson County, Illinois; thence N 00 degrees 39' 59" E along the West line of said Section a distance of 0.40'; to the start of a centerline and Point of Beginning of a tract of land being 100.00' wide and all contained in said Quarter-Quarters; thence N 87 degrees 30' 37" E a distance of 1,791.05'; thence N 87 degrees 36' 49" E a distance of 31.00'; thence with a curve turning to the right with an arc length of 123.91', with a radius of 2,864.93', with a chord bearing of N 89 degrees 03' 34" E, with a chord length of 123.90', thence S 89 degrees 29' 58" E a distance of 29.57'; to the East line of the West One-Half of the Northeast Quarter of the Southwest Quarter and the end of said centerline. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-03-300-003.

Tract 2:

(FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

The South One-half (S $\frac{1}{2}$) of the Northeast Fourth (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 3 Township 8 South, Range 4 East of the Third Principal Meridian.

LESS AND EXCEPT:

Part of the South Half of the Northeast Quarter of the Southeast Quarter of Section 3 in Township 8 South, Range 4 East of the Third Principal Meridian Williamson County, Illinois being more particularly described as follows;

Beginning at the Southeast corner of the said Northeast Quarter of the Southeast Quarter of Section 3; thence on the South line of the said Quarter-Quarter section, North 89 degrees 31 minutes 57 seconds West, 1,320.23 feet to the Southwest corner thereof; thence on the West line of the said Quarter-Quarter section, North 0 degrees 16 minutes 03 seconds East, 40.49 feet to the Southerly right of way line of the CN Spur

EXHIBIT A
(Continued)

Commitment Number: T18-576 REVISED 2

Railroad; thence on the said Southerly railroad right of way line South 89 degrees 23 minutes 30 seconds East, 1,135.75 feet, thence continuing on the said Southerly railroad right of way line, 184.72 feet along an arc to the left having a radius of 2,915.00 feet, the chord of which is North 88 degrees 47 minutes 35 seconds East 184.69 feet to the East line of the said Northeast Quarter of the Southeast Quarter of Section 3; thence on the said East line, South 0 degrees 26 minutes 48 seconds West, 43.09 feet to the point of beginning.

AND

The Northwest Fourth (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) ; the East One-half (E $\frac{1}{2}$) of the Northeast Fourth (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), all in Section Three (3), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian; EXCEPT a one acre tract of Surface Only described as follows: A strip of land Sixty-six (66) feet North and South and Six Hundred Sixty (660) feet East and West lying South of, and adjacent to the North line of the East Half (East $\frac{1}{2}$) of the Northeast Fourth (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Three (3), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian. Also a Thirty (30) feet East and West by Sixty-six (66) feet North and South easement for right of ingress and egress at the West end of this described one-acre exception. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Information Note: Part of Property Record Numbers 04-03-300-005, 04-03-400-001 and 04-03-400-006.

Auction Tract 60
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-577 REVISED
Issuing Office File Number: T18-577
Property Address: Various Tracts of Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 23, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. We should be furnished with a surveyed legal description. (See exception 19) (Parcels 8, 9, &10)

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-09-400-006 . Taxes of record for 2017 payable in 2018 were: \$227.94, PAID OF RECORD. (Parcels 1, 2, & 3)

Property Record Number 04-15-100-008. Taxes of record for 2017 payable in 2018 were: \$69.48, PAID OF RECORD. (Parcels 4 & 5)

Property Record Number 04-15-300-011. Taxes of record for 2017 payable in 2018 were: \$221.18, PAID OF RECORD. (Parcels 6 & 7)

Property Record Number 04-16-200-004. Taxes of record for 2017 payable in 2018 were: \$86.70, PAID OF RECORD. (Parcels 8, 9, & 10)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. *Subject to the rights of tenants in possession, if any.
11. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
12. *Subject to CRP contracts, if any.
13. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
14. **Subject to roads and railroad right of ways.
15. Assignment by and between Meadowlark Inc. and Delta Mine Holding Company, dated June 1, 1998 and filed June 17, 1998 in Miscellaneous Record 243 at Page 33 as Document Number 7473 in the Recorder's Office of Williamson County Illinois.
16. The legal description is vague and indefinite. We recommend a survey description.

NOTE: The assessment for parcel Number 04-16-200-004 does not match the legal description as shown in Deed filed in Deed Record 471 at Page 879, being shown herein as 8, 9, & 10. This company cannot find an accurate legal description of record and therefore we require a surveyed legal description for said parcel.

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SCHEDULE B
(Continued)

17. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.
- Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.
18. Access may be limited to contiguous parcels herein described. Therefore, an attempt to convey a portion of the property may cause certain parcels to become landlocked. (Parcels 1-5 & 8-10 via Parcels 6 & 7)
19. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.
20. Memorandum of Surface Easement and Agreement granted to Williamson Energy, LLC, dated August 10, 2018 and filed August 29, 2018, in Book 368, at Page 492, as Document Number 2018-00006567, in the Recorder's Office of Williamson County, Illinois.
21. Memorandum of Surface Easement and Agreement granted to Williamson Energy, LLC, dated August 10, 2018 and filed August 29, 2018, in Book 368, at Page 498, as Document Number 2018-00006573, in the Recorder's Office of Williamson County, Illinois.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

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SCHEDULE B
(Continued)

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

(1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns

(2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns

(3) Payment of Owner's Commercial Survey endorsement fee

(4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-577 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

Parcel 1:

Situated in the Northwest Quarter of the Southeast Quarter of Section Nine (9) Town Eight (8) South Range Four (4) East more particularly described as follows: Being a strip of land Sixty (60) feet in width Thirty Feet on each side of the following described centerline; from a stone at the Southeast corner of said section Nine (9) measure Westerly One Thousand and Twenty-nine (1029) feet along the South line of said section to a point in the proposed center line of location. Thence deflecting Forty-five degrees and Ten minutes ($45^{\circ} 10'$) to the right measure Northwesterly Eight Hundred and Three (803) feet along said centerline; thence measure Northwesterly Eight Hundred and Ninety-one (891) feet along a curve to the right having a radius of One Thousand Four Hundred and Thirty-three (1433) feet for the place of beginning; thence measure Northerly Seven Hundred and Twelve and Three Tenths (712.3) feet along a curve to the right having a radius of One Thousand Four Hundred and Thirty-three (1433) feet; thence on a tangent to the last described course measure Six Hundred and Seventy-five and Seven Tenths (675.7) feet to a point in the Grantor's Northerly property line for the place of ending. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-09-400-006.

Parcel 2:

Situated in the West Half of the Southwest Quarter of the Southeast Quarter of said Section Nine (9) and being a triangular parcel of land more particularly described as follows;

From a stone at the Southeast corner of the Southeast Quarter of said section measure Westerly One Thousand and Twenty-nine (1029) feet along the South line of said section; thence deflecting Forty Five degrees and Ten minutes ($45^{\circ} 10'$) to the right measure Northwesterly Eight Hundred and Three (803) feet along said center line of location; thence measure Northwesterly Eight Hundred and Ninety-one (891) feet along a curve to the right having a radius of One Thousand Four Hundred and Thirty-three (1,433) feet to a point in the North line of the Southwest Quarter of the Southeast Quarter of said section; thence deflecting Eighty-one degrees and Fifteen minutes ($81^{\circ} 15'$) to the left measure Westerly Five Tenths (.5) of a foot along the North line of said Quarter Quarter section for the place of beginning; thence continuing the last described course measure Sixty (60) feet; thence deflecting One Hundred and One degrees and Fifty minutes ($101^{\circ} 50'$) to the left measure Southeasterly Two Hundred and Sixty-six (266) feet to a point in the East line of the West Half of the Southwest Quarter of the Southeast Quarter of said section; thence deflecting One Hundred Sixty-seven degrees (167°) to the left measure Northerly Two Hundred and Sixty and Four Tenths (260.4) feet along said East line to the place of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-09-400-006.

Parcel 3:

Situated in the East Three Quarters of the South Half of the Southeast Quarter of Section Nine (9) Township Eight (8) South Range Four (4) East more particularly described as follows:

EXHIBIT A
(Continued)

Commitment Number: T18-577 REVISED

Being a strip of land Sixty (60) feet in width Thirty (30) on each side of the following described center line of location; from the Southeast corner of said Section Nine (9) measure Westerly along the South line of said Section One Thousand and Twenty-nine (1,029) feet to a point on said center line of location for the place of beginning; thence deflecting Forty Five degrees and Ten minutes ($45^{\circ} 10'$) to the right measure Northwesterly Eight Hundred and Three (803) feet along said center line; thence on a curve to the right having a radius of One Thousand Four Hundred and Thirty-three (1,433) feet measure Eight Hundred Ninety One (891) feet to a point in the North line of the South Half of the Southeast Quarter of said Section Nine (9) Five Tenths (.5) of a foot East of the Northeast corner of the West Half of the Southwest Quarter of the Southeast Quarter of said section for the place of ending. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-09-400-006.

Parcel 4:

Situated in the Northwest Quarter of the Northwest Quarter of Section Fifteen (15) Township Eight (8) South Range Four (4) East more particularly described as follows: Being a strip of land Sixty (60) feet in width Thirty (30) feet on each side of the following described center line; from a stone at the Southwest corner of said Northwest Quarter of the Northwest Quarter of Section Fifteen (15) measure Northerly Two Hundred and Eight-four and Three Tenths (284.3) along the West line of said Northwest Quarter for the place of beginning; thence deflecting One Hundred and Thirty-six degrees and Forty-seven minutes ($136^{\circ} 47'$) to the right measure Southeasterly Three Hundred and Seventy-seven (377) feet along a curve to the right having a radius of Five Thousand Seven Hundred and Thirty (5,730) feet to a point in the South line of said Northwest Quarter of the Northwest Quarter said point begin Two Hundred and Forty-nine and Five Tenths (249.5) feet distant measured Easterly along the South line of said Quarter Quarter section for the place of ending. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-15-100-008.

Parcel 5:

Situated in the South Half of the Northwest Quarter and in the North Half of the Southwest Quarter of section Fifteen (15) Township Eight (8) South Range Four (4) East more particularly described as follows: Being a strip of land Sixty (60) feet in width Thirty (30) feet on each side of the following described center line; from a stone Parcel 3: Situated in the West Half of the Southwest Quarter of the Southeast Quarter of said Section Nine (9) and being a triangular parcel of land more particularly described as follows; From a stone at the Southeast corner of the Southeast Quarter of said section measure Westerly One at the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section Fifteen (15) measure Easterly Two Hundred and Forty Nine and Five Tenths (249.5) feet along the North line of said Southwest Quarter of the Northwest Quarter for the place of beginning; thence deflecting Fifty degrees and Forty-three minutes ($50^{\circ} 43'$) to the right measure Southeasterly One Hundred and Two Tenths (100.2) feet along a curve to the right having a radius of Five Thousand Seven Hundred and Thirty (5,730) feet; thence on a tangent to the last described course measure Southeasterly Seven Hundred and Ninety-eight and Seven Tenths (798.7) feet; thence measure Southeasterly One Thousand Three Hundred and Seventy-three and One Tenths Feet (1,373.1) along a curve to the right having a radius of Two Thousand Eight Hundred and Sixty-five feet (2,865) to a point (1,373) feet distant measured Easterly along the Grantors' Southerly property line from a stone at the Southwest corner of the Grantor's property for the place of ending. Situated in Williamson County, Illinois.

EXHIBIT A
(Continued)

Commitment Number: T18-577 REVISED

EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-15-100-008.

Parcel 6:

Situated in the East Half of the Southwest Quarter of Section Fifteen (15) Township Eight (8) South Range Four (4) East more particularly described as follows; from the Southwest corner of the Southwest Quarter of said section measure Easterly One Thousand Three Hundred and Thirty-five and Five Tenths (1,335.5) feet along the South line of said Section for the place of beginning;

Thence continuing the last described course measure One Hundred and Forty (140) feet; thence deflecting Ninety degrees and Forty-eight Minutes ($90^{\circ} 48'$) to the left measure Northerly Two Thousand and Sixty-four and Eight Tenths (2,064.8) feet to a point in the Grantor's Northerly property line; thence deflecting Eighty-nine degrees and Twelve minutes ($90^{\circ} 12'$) to the left measure Westerly One Hundred and Forty (140) feet along said Northerly property line to a point in the West line of the East Half of the Southwest Quarter of said section; thence deflecting Ninety degrees and Forty-eight minutes ($90^{\circ} 48'$) to the left measure Southerly Two Thousand and Sixty-four and Eight Tenths (2,064.8) feet along the West line of the East Half of the Southwest Quarter of said section; thence deflecting Ninety degrees and Forty Eight minutes ($90^{\circ} 48'$) to the left measure Southerly Two Thousand and Sixty Four and Eight Tenths (2,064.8) feet along the West line of the East Half of the Southwest Quarter of said section to the place of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-15-300-011.

Parcel 7:

Situated in the West Half of the Southwest Quarter of Section Fifteen (15) Township Eight (8) South Range Four (4) East more particularly described as follows; from the Southwest corner of said Section Fifteen (15) measure Easterly One Thousand Two Hundred and Seventy-five and Five Tenths (1,275.5) feet along the South line of said section for the place of beginning; thence continuing the last described course measure Sixty (60) feet; thence deflecting Ninety degrees and Forty-nine minutes ($90^{\circ} 49'$) to the left measure Northerly Two Thousand and Sixty-eight (2,068) feet along the East line of the West Half of the Southwest Quarter of said section; thence deflecting One Hundred and Seventy-eight degrees and Twenty minutes ($178^{\circ} 20'$) to the left measure Southerly Two Thousand and Sixty-eight (2,068) feet to the place of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-15-300-011.

Parcel 8 (FOR INFORMATIONAL PURPOSES ONLY):

Situated in the Northeast Quarter of the Northeast Quarter of Section Sixteen (16) Township Eight (8) South Range Four (4) East more particularly described as follows;

From a stone at the Northeast corner of said section measure Westerly Six Hundred and Sixty Nine (669) feet

EXHIBIT A
(Continued)

Commitment Number: T18-577 REVISED

along the North line of said Section for the place of beginning; thence continuing the last described course measure Two Hundred and Eighty Nine and Five Tenths (289.5) feet; thence deflecting One Hundred and Thirty Four Degrees and Fifty minutes ($134^{\circ} 50'$) to the left measure Southeasterly Four Hundred and Twenty Three (423) feet along a line parallel with and Fifty (50) feet distant measured Northeasterly at right angles to the Grantee center line of proposed location to a point in the Grantor's Easterly property line. Thence deflecting One Hundred Thirty Six degrees and Fifty minutes ($136^{\circ} 50'$) to the left measure Northerly Three Hundred and Four Tenths (300.4) feet along said Easterly property line to the place of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-16-200-004.

Parcel 9 (FOR INFORMATIONAL PURPOSES ONLY):

A part of the West Three Quarters of the North Half of the Northeast Quarter of Section Sixteen (16) Township Eight (8) South Range Four (4) East of the Third Principal Meridian more particularly described as follows: From a stone at the Northeast corner of said section measure Westerly along the North line of said section Nine Hundred and Fifty Eight and Five Tenths (958.5) feet for the place of beginning; thence continuing the last described course measure One Hundred and Forty One (141) feet; thence deflecting One Hundred and Thirty Four degrees and Fifty minutes ($134^{\circ} 50'$) to the left measure Southeasterly along a line parallel with and Fifty (50) Feet distant measured Southwesterly at right angles from said Grantee's center line of proposed tract Six Hundred Twenty Nine (629) feet; thence deflecting One Hundred and Thirty Six degrees and Fifty minutes ($136^{\circ} 50'$) to the left measure Northerly along said Grantor's Easterly property line One Hundred Forty-six and Two Tenths (146.2) feet; thence deflecting Forty-three degrees and Ten minutes ($43^{\circ} 10'$) to the left measure Northwesterly along a line parallel with and Fifty feet (50) distant measure Northeasterly at right angles from said Grantee's centerline of proposed tract Four Hundred Twenty-three (423) feet to the place of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-16-200-004.

Parcel 10 (FOR INFORMATIONAL PURPOSES ONLY):

Situated in the Northeast Quarter of the Northeast Quarter of Section Sixteen (16) Township Eight (8) South Range Four (4) East more particularly described as follows:

Being a strip of land Sixty (60) feet in width Thirty (30) feet on each side of the following described center line; from a stone at the Southeast Corner of said Northeast Quarter of the Northeast Quarter of Section Sixteen (16) measure Northerly Two Hundred and Eighty Four and Three Tenths (284.3) feet along the East line of said section for the place of beginning; thence deflecting Forty Three degrees and Thirteen minutes ($43^{\circ} 13'$) to the left measure Northwesterly Sixty Seven and One Tenth (67.1) feet along a curve to the left having a radius of Five Thousand Seven Hundred and Thirty (5,730) feet; thence on a tangent to the last described course measure Northwesterly Eight Hundred and Eighty Nine and Two Tenths (889.2) feet to a point in the Grantor's Westerly property line said point being Three Hundred and Seventy Three and Five Tenths (373.5) feet distant measured Southerly along said Grantor's Westerly property line from the North line of said Section for the place of ending. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-16-200-004.

Auction Tract 61
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-578 REVISED
Issuing Office File Number: T18-578
Property Address: Vacant Land, Williamson Co., IL

SCHEDULE A

1. Commitment Date: May 23, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
10. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
11. We should be furnished with corrected documentation. (See exception 8) (Tract 6)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. * Right or claims of parties in possession not shown by the public records.
3. * Easements, or claims of easements, not shown by the public records.
4. ** Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. * Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. * Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
 (Continued)

- 8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer’s Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-22-100-008. Taxes of record for 2017 payable in 2018 were: \$124.04, PAID OF RECORD. (Parcels 1,2, 3,& 4)

Property Record Number 04-22-300-006. Taxes of record for 2017 payable in 2018 were: \$103.14, PAID OF RECORD. (Parcel 5)

Property Record Number 04-27-200-004. Taxes of record for 2017 payable in 2018 were: \$256.34, PAID OF RECORD. (Parcel 6 and affects additional property)

NOTE: The assessment for this parcel contains additional land that was not conveyed to Williamson Development Company, LLC via Deed filed in Deed Record 471 at Page 879. However, it does appear that the land was conveyed to Delta Mine Holding Company via Deed filed in Deed Record 441 at Page 985. This company is unable to locate a conveyance for a part of the right or way located in the Northeast Quarter of Section 27 Township 8 South, Range 4 East, being approximately 790 feet. This commitment is not insuring said parcel. A survey is recommended to clarify the legal description. This commitment is subject to additional exceptions and requirements upon receipt of additional documentation. This company shall not be held liable for any matters or issues arising from this discrepancy.

- 9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
- 10. *Subject to the rights of tenants in possession, if any.
- 11. * Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- 12. * Subject to CRP contracts, if any.
- 13. ** Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
- 14. ** Subject to roads and railroad right of ways.

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SCHEDULE B
(Continued)

15. Rights, if any, of the United States of America, State of Illinois, the municipality and the public in and to so much of the land, if any, as may have been formed by means other than natural accretions or may be covered by the waters of any lake or reservoir located on the surface lying above or within the description contained herein.
16. Assignment by and between Meadowlark Inc. and Delta Mine Holding Company, dated June 1, 1998 and filed June 17, 1998 in Miscellaneous Record 243 at Page 33 as Document Number 7473 in the Recorder's Office of Williamson County Illinois. (Tracts 1-5)
17. This company will not be responsible for any taxes due to failure to properly assess.
18. Subject to riparian rights, if any.
19. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.
20. Rights of the United States of America, State of Illinois, the municipality and the public in and to that part of the land lying within the bed of the creek / pond.
21. Right of owners of land bordering on the creek / pond in respect to the water and use of the surface of said creek / pond.
22. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-578 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

Parcel 1:

A strip of land Sixty (60) feet in width off of the West side of the North Half of the Northeast Quarter of the Northwest Quarter of Section Twenty-two (22) Township Eight (8) South Range Four (4) East. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-22-100-008

Parcel 2:

Situated in the Northwest Quarter of the Northwest Quarter of Section Twenty-two (22) Township Eight (8) South Range Four (4) East more particularly described as follows:

From a stone at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section Twenty Two (22) measure Easterly One Thousand Two Hundred and Fifty and Five Tenths (1,250.5) feet along the South line of said Quarter Quarter section for the place of beginning; thence continuing the last described course measure Sixty (60) feet to a point in the East line of said Quarter Quarter Section; thence deflecting Eighty Nine degrees and Five minutes (89° 5') to the left measure North One Thousand Three Hundred and Thirty One (1,331) feet along the East line of said Quarter Quarter section to a point in the North line of said section; thence deflecting Eighty Nine degrees and Eleven minutes (89° 11') to the left measure Westerly Thirty Five (35) feet along the North line of said section; thence deflecting Eighty Nine degrees and Forty Four minutes (89° 44') to the left measure Southerly One Thousand Three Hundred and Thirty Two and Four Tenths (1,332.4) feet to the place of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-22-100-008

Parcel 3:

Being a strip of land Sixty (60) feet in width off of the West side of the South Half of the Northeast Quarter of the Northwest Quarter of Section Twenty-two (22) Town Eight (8) South Range Four (4) East. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-22-100-008

Parcel 4:

Situated in the South Half of the Northwest Quarter of Section Twenty Two (22) Township Eight (8) South Range Four (4) East more particularly described as follows:

Being a strip of land Sixty (60) feet in width Thirty (30) feet on each side of the following described center line; from a stone at the Northwest corner of the Southwest Quarter of the Northwest Quarter of said section measure Easterly One Thousand Three Hundred and Fifteen and Five Tenths (1,315.5) feet along the North line of said Quarter Quarter section for the place of beginning; thence deflecting Ninety degrees and Thirty minutes (90° 30') to the right measure Southeasterly One Thousand Three Hundred and Forty Six (1,346) feet along a curve to the left having a radius of Five Thousand Seven Hundred and Thirty (5,730) feet to a point in the South line of the Northwest Quarter of said section One Thousand One Hundred and Eighty (1,180) feet West of the Southeast corner of the Southwest Quarter. Situated in Williamson County, Illinois. EXCEPT all

EXHIBIT A
(Continued)

Commitment Number: T18-578 REVISED

coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-22-100-008

Parcel 5:

Situated in the Southwest Quarter of Section Twenty Two (22) Township Eight (8) South Range Four (4) East more particularly described as follows:

Being a strip of land Sixty (60) feet in width Thirty (30) feet on each side of the following described center line; from a stone at the Southeast corner of the Southwest Quarter of said section measure Northerly One Hundred and Ninety Nine and Eight Tenths (199.8) feet along the East line of said Southwest Quarter for the place of beginning; thence deflecting Thirty Two degrees Thirty Two minutes (32° 32') to the left measure Northwesterly Eight Hundred and Thirty Six and Seven Tenths (836.7) feet; thence measure Northwesterly One Thousand Nine Hundred and Nineteen and One Tenth (1,919.1) feet along a curve to the right having a radius of Five Thousand Seven Hundred and Thirty (5,730) feet to a point in the North line of said Southwest Quarter One Thousand and One Hundred and Eighty (1,180) feet distant measured Westerly along the North line of said Southwest Quarter from the center of said section Twenty Two (22) for the place of ending. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-22-300-006

Parcel 6:

Situated in the Northeast Quarter of Section Twenty Seven (27) Township Eight (8) South Range Four (4) East more particularly described as follows:

Being a strip of land Sixty (60) feet in width and Thirty (30) feet on each side of the following described centerline; from a stone at the Northwest corner of the Northeast Quarter of said section measure Easterly One Hundred and Twenty Seven and Nine Tenths (127.9) feet along the North line of said section to a point in the center line of proposed location; thence deflecting Fifty Seven degrees and Ten minutes (57° 10') to the right measure Southeasterly Seven Hundred and Ninety (790) feet to a point in the Grantors' Northerly property line Five Hundred and Forty Six and Five Tenths (546.5) feet distant from the West line of said Northeast Quarter measured Easterly along the center line of a highway; for the place of beginning; thence continuing the last described course measure One Hundred and Fifty Seven and Seven Tenths (157.7) feet; thence measure Southeasterly Eight Hundred and Twenty five (825) feet along a curve to the left having a radius of Two Thousand Eight Hundred and Sixty Five (2,865) feet; thence on a tangent to the last described course measure Southeasterly One Thousand and Thirty and Six Tenths (1,030.6) feet; thence measure Southeasterly Eight Hundred and Forty and Eight Tenths (840.8) feet along a curve to the left having a radius of Two Thousand Eight Hundred and Sixty Five (2,865) feet to a point in the East line of said section, One Hundred and Twenty Four (124) feet North of the Southeast corner of the Northeast Quarter of said section measured along the East line thereof for the place of ending. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 04-27-200-004

Auction Tract 63
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-580 REVISED
Issuing Office File Number: T18-580
Property Address: Vacant Land, Williamson Co., IL

SCHEDULE A

1. Commitment Date: May 22, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
10. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. * Right or claims of parties in possession not shown by the public records.
3. * Easements, or claims of easements, not shown by the public records.
4. ** Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. * Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. * Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-28-100-002. Taxes of record for 2017 payable in 2018 were: \$1,051.52, PAID OF RECORD.

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. * Subject to the rights of tenants in possession, if any.
11. * Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
12. * Subject to CRP contracts, if any.
13. ** Subject to roads and railroad right of ways.
14. ** Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
15. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.
- Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.
16. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

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SCHEDULE B
(Continued)

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-580 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

The North One-half (N $\frac{1}{2}$) of the Northeast One-fourth (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-eight (28), Township Eight (8) South, Range Four (4) East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-28-100-002

Auction Tract 64
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-581 REVISED2
Issuing Office File Number: T18-581
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 21, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. Recordation of Plat of Survey in compliance with the Plat Act.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-15-100-009. Taxes of record for 2017 payable in 2018 were: \$131.56, PAID OF RECORD.

Property Record Number 04-15-300-013. Taxes of record for 2017 payable in 2018 were: \$79.96, PAID OF RECORD.

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. Dedication of Right of Way executed by Joseph L. Wittkamp and Esther J. Wittkamp, husband and wife, not in tenancy in common, but in joint tenancy, to the County of Williamson, dated July 28, 1993, filed August 3, 1993, and recorded in Misc. Record 216 Page 484 in the Office of the Recorder of Williamson County, Illinois.
11. Easement to Corinth Water District, filed November 29, 1993 in Misc. Record 218 Page 523.
12. *Subject to the rights of tenants in possession, if any.
13. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
14. *Subject to CRP contracts, if any.
15. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
16. **Subject to roads and road right of ways.
17. United States Department of Agriculture Rural Development Right of Way Easement Agreement by and between New River Royalty LLC, and The Village of Galatia, dated October 23, 2012 and filed October 31, 2012 in Book 339 at Page 183 as Document Number 2012-00010046 in the Recorder's Office of Williamson County, Illinois.

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SCHEDULE B
(Continued)

18. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

19. Matters of Plat of Survey by Donald L. Bullard, Illinois Professional Land Surveyor Number 2574, dated March 20, 2012, and to be filed.
20. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

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SCHEDULE B
(Continued)

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-581 REVISED2

EXHIBIT A
PROPERTY DESCRIPTION

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

A part of the Southeast Quarter of the Northwest Quarter and A part of the Northeast Quarter of the Southwest Quarter of Section 15, Township 8 South, Range 4 East of the Third Principal Meridian located in Williamson County, IL. Further described as follows:

Commencing at a #5 rebar marking the Southeast corner of the Southeast Quarter of the Northwest Quarter of said Section 15; thence North 89° 15' 31" West, along the South line of Northwest Quarter of said Section 15, a distance of 145.20 feet to a #5 rebar on the East right of way line of Malone Road at the Point of Beginning; thence North 1°25' 55" East along said East right of way, a distance of 220.42 feet to a #5 rebar; thence North 3°28'06" East along said East right of way, a distance of 146.20 feet to a #5 rebar; thence North 11°01'27" East along said East right of way, a distance of 123.70 feet to a #5 rebar; thence North 16°02'05" East along said East right of way, a distance of 150.70 feet to a #5 rebar; thence North 10°02'58" East along said East right of way, a distance of 46.67 feet to a #5 rebar; thence North 89°25'13" West, 139.06 feet to a #5 rebar; thence North 0°07'42" East 660.00 feet to a #5 rebar on the North line of the Southeast Quarter of the northwest Quarter of said Section 15; thence North 89°25'13" West along the North line of the Southeast Quarter of the northwest Quarter of said Section 15, a distance of 1128.55 feet to a #5 rebar on the West line of the Southeast Quarter of the Northwest Quarter of said Section 15; thence South 0°07'13" West along the West line of the Southeast Quarter of the Northwest Quarter of said Section 15, a distance of 1336.02 feet to a #5 rebar on the South line of the Northwest Quarter of said Section 15; thence South 89°15'31" East along the South line of the Northwest Quarter of said Section 15, a distance of 391.66 feet to a #5 rebar; thence South 0°15'56" West, 596.08 feet to a #5 rebar thence South 89 degrees 28minutes 42 seconds East, 100.00 feet to #5 rebar on the South line of the northwest Quarter of said Section 15; thence South 89°15'31" East, a distance of 689.54 feet to the said POINT OF BEGINNING. Situated in Williamson County, Illinois. Except all coal, oil, gas and other minerals.

Informational Note: Property Record Numbers 04-15-100-009 & 04-15-300-013

Auction Tract 65
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-582 REVISED
Issuing Office File Number: T18-582
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 22, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC, successor by merger from Williamson Development Company, LLC and Steelhead Development Company, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
10. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

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The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-15-400-008. Taxes of record for 2017 payable in 2018 were: \$1,051.52, PAID OF RECORD.

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. Right-of-way Easement to Southeastern Illinois Electric Cooperative, Inc., filed March 24, 1972, in Misc. Record 131 Page 818.
11. Right-of-way Easement to Southeastern Illinois Electric Cooperative, Inc., filed December 12, 1978, in Misc. Record 154 Page 422.
12. Right-of-way Easement to Southeastern Illinois Electric Cooperative, Inc., filed September 22, 1995, in Misc. Record 227 Page 478.
13. *Subject to the rights of tenants in possession, if any.
14. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
15. *Subject to CRP contracts, if any.
16. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
17. **Subject to roads and road right of ways.
18. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.
- Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.
19. Inasmuch as there appears to be no means of public access, this commitment and our policy when issued, shall not insure access.

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SCHEDULE B
(Continued)

20. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-582 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

The Southeast Fourth (SE $\frac{1}{4}$) of the Northwest Fourth (NW $\frac{1}{4}$) of the Southeast Fourth (SE $\frac{1}{4}$) of Section Fifteen (15) Township Eight (8) South, Range Four (4) East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-15-400-008.

Auction Tract 67
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-584 REVISED
Issuing Office File Number: T18-584
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 21, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-14-200-006. Taxes of record for 2017 payable in 2018 were: \$85.10, PAID OF RECORD.

Property Record Number 04-14-200-007. Taxes of record for 2017 payable in 2018 were: \$418.00, PAID OF RECORD.

Note: The aerial provided by the Williamson County Assessor's Office appears to be incorrect.

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. *Subject to the rights of tenants in possession, if any.
11. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
12. *Subject to CRP contracts, if any.
13. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
14. **Subject to roads and railroad right of ways.
15. Easement to Corinth Water District filed May 9, 1974 in Misc. Record 138 Page 478.
16. Easement to Corinth Water District filed May 9, 1974 in Misc. Record 138 Page 479.
17. This policy shall not be construed as insuring any part that has been conveyed or used for railroad purposes.

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SCHEDULE B
(Continued)

18. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

19. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.
20. Memorandum of Surface Easement and Agreement granted to Williamson Energy, LLC, dated August 10, 2018 and filed August 29, 2018, in Book 368, at Page 499, as Document Number 2018-00006574, in the Recorder's Office of Williamson County, Illinois.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

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SCHEDULE B
(Continued)

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-584 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

West Half of the Southeast Quarter of the Northeast Quarter in Section 14, Township 8 South, Range 4 East of the 3rd P.M., Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

AND

The East Half of the Southeast Quarter of the Northeast Quarter of Section 14, Township 8 South, Range 4 East of the Third Principal Meridian, EXCEPT that property conveyed by Royal H. Barlow to the Southern Illinois and Kentucky Railroad Company March 13, 1924, more particularly described as beginning at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 14 and running thence West along the North line thereof 392 feet, more or less, to a point 67 feet Westerly from the located centerline of the railroad track, at its location on March 13, 1924, measured perpendicularly thereto; thence South 9 degrees East, parallel to said located centerline, 1374 feet, more or less, to the South line of said tract; thence East along the South line 180 feet, more or less, to the Southeast corner of said tract, thence North to the point of beginning. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Numbers 04-14-200-006 and 04-14-200-007.

Auction Tract 68
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-585 REVISED
Issuing Office File Number: T18-585
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 25, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.
- Taxes: The lien for General Taxes for the year 2018 and thereafter.
- Property Record Number 04-14-300-004. Taxes of record for 2017 payable in 2018 were: \$2,529.36, PAID OF RECORD.
9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., dated April 22, 1966 and filed July 19, 1966 in Miscellaneous Record 115 at Page 364 as Document Number 3252 in the Recorder's Office of Williamson County, Illinois.
11. **Subject to roads and railroad right of ways.
12. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
13. *Subject to the rights of tenants in possession, if any.
14. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
15. *Subject to CRP contracts, if any.
16. Rights of the United States of America, State of Illinois, the municipality and the public in and to that part of the land lying within the bed of the creek.
17. Right of owners of land bordering on the creek in respect to the water and use of the surface of said creek.
18. Subject to the terms, provisions, limitations, and restrictions as shown in Warranty Deed filed in Book 77 at Page 450 in the Recorder's Office Williamson County, Illinois.
19. Rights, if any, of the United States of America, State of Illinois, the municipality and the public in and to so much of the land, if any, as may have been formed by means other than natural accretions or may be covered by the waters of any lake or reservoir located on the surface lying above or within the description contained herein.
20. Subject to riparian rights, if any.

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SCHEDULE B
(Continued)

- 21. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

- 22. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.
- 23. Memorandum of Surface Easement and Agreement granted to Williamson Energy, LLC, dated August 10, 2018 and filed August 29, 2018, in Book 368, at Page 500, as Document Number 2018-00006575, in the Recorder's Office of Williamson County, Illinois.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

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SCHEDULE B
(Continued)

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

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First American Title Insurance Company

Commitment Number: T18-585 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

The Southeast Quarter of the Southwest Quarter in Section 14, Township 8 South, Range 4, East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-14-300-004.

Auction Tract 69
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-586 REVISED
Issuing Office File Number: T18-586
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 22, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-14-400-004. Taxes of record for 2017 payable in 2018 were: \$30.30, PAID OF RECORD. (Tract 1)

Property Record Number 04-14-400-003. Taxes of record for 2017 payable in 2018 were: \$2,529.36, PAID OF RECORD. (Tract 2)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. Memorandum of Surface Easement and Agreement granted to Williamson Energy, LLC, dated February 6, 2017 and filed June 2, 2017 in Book 362 at Page 679 as Document Number 2017-00004127 in the Recorder's Office of Williamson County, Illinois.
11. **Subject to roads and railroad right of ways.
12. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
13. *Subject to the rights of tenants in possession, if any.
14. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
15. *Subject to CRP contracts, if any.
16. Rights, if any, of the United States of America, State of Illinois, the municipality and the public in and to so much of the land, if any, as may have been formed by means other than natural accretions or may be covered by the waters of any lake or reservoir located on the surface lying above or within the description contained herein.
17. Rights of the United States of America, State of Illinois, the municipality and the public in and to that part of the land lying within the bed of the creek.
18. Right of owners of land bordering on the creek in respect to the water and use of the surface of said creek.
19. Subject to riparian rights, if any.

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SCHEDULE B
(Continued)

20. Subject to Mining Rights as reserved in Warranty Deed filed in Book 77 at Page 450 in the Recorder's Office Williamson County, Illinois. (Tract 1)
21. Easement recorded July 20, 2000, in Miscellaneous Record 253, at Page 906, to Southeastern Illinois Electric Cooperative, Inc. (Tract 2)
22. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.
23. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.
24. Access may be limited to contiguous parcels herein described. Therefore, an attempt to convey a portion of the property may cause certain parcels to become landlocked. (04-14-400-004 via 04-14-400-003)

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

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SCHEDULE B
(Continued)

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

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First American Title Insurance Company

Commitment Number: T18-586 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1:

The West Half of the Southeast Quarter of the Southeast Quarter, in Section 14, Township 8 South, Range 4, East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-14-400-004.

Tract 2:

The Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$), in Section 14, Township Eight (8) South, Range Four (4) East of the 3rd P.M., Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-14-400-003

Auction Tract 70
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-587 REVISED
Issuing Office File Number: T18-587
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 25, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-24-100-001. Taxes of record for 2017 payable in 2018 were: \$532.64, PAID OF RECORD.

Property Record Number 04-23-200-001. Taxes of record for 2017 payable in 2018 were: \$2,608.42, PAID OF RECORD.

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., dated November 15, 1994 and filed December 14, 1994 in Miscellaneous Record 223 at Page 804 as Document Number 12074 in the Recorder's Office of Williamson County, Illinois.
11. Memorandum of Surface Easement and Agreement granted to Williamson Energy, LLC, dated February 6, 2017 and filed June 2, 2017 in Book 362 at Page 679 as Document Number 2017-00004127 in the Recorder's Office of Williamson County, Illinois. (Tract 1)
12. **Subject to roads and railroad right of ways.
13. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
14. *Subject to the rights of tenants in possession, if any.
15. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
16. *Subject to CRP contracts, if any.
17. Subject to Mining Rights as reserved in Warranty Deed filed in Book 77 at Page 450 in the Recorder's Office Williamson County, Illinois.

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SCHEDULE B
(Continued)

18. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

19. Access may be limited to contiguous parcels herein described. Therefore, an attempt to convey a portion of the property may cause certain parcels to become landlocked. (04-24-100-001 via 04-23-200-001)
20. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

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SCHEDULE B
(Continued)

Customer Service Contact Information:

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First American Title Insurance Company

Commitment Number: T18-587 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

Parcel 1:

The North Four Fifths (N 4/5) of the Northeast Quarter of the Northeast Quarter; and One acre in a triangle in the Northeast corner of the Northwest Quarter of the Northeast Quarter, in Section 23, Township 8 South, Range 4, East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

AND

The South One Fifth (S 1/5) of the Northeast Quarter of the Northeast Quarter, in Section 23, Township 8 South, Range 4, East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

AND

The Northwest Quarter of the Northeast Quarter, in Section 23, except the beginning at the Northeast corner of said 40 acre tract, thence run West 4.48 chains, thence in a Southeasterly direction to a point 4.48 chains South of the point of beginning, thence North to the place of beginning also described as One acre in a triangle in the Northeast corner of the Northwest Quarter of the Northeast Quarter, in Section 23, Township 8 South, Range 4, East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-23-200-001.

Parcel 2:

All that part of the Northwest Quarter of the Northwest Quarter, in Section 24, Township 8 South, Range 4, East, which lies West of the right-of-way of the Southern Illinois and Kentucky Railroad Company as now located upon said described premises. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-24-100-001.

Auction Tract 71
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-588 REVISED
Issuing Office File Number: T18-588
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 25, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-23-200-005. Taxes of record for 2017 payable in 2018 were: \$356.74, PAID OF RECORD.

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. **Subject to roads and railroad right of ways.
11. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
12. *Subject to the rights of tenants in possession, if any.
13. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
14. *Subject to CRP contracts, if any.
15. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.
- Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.
16. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

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SCHEDULE B
(Continued)

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

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First American Title Insurance Company

Commitment Number: T18-588 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

The South Half of the Southwest Quarter of the Northeast Quarter, in Section 23, Township 8 South, Range 4, East of the Third Principal Meridian. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-23-200-005.

Auction Tract 72
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-589 REVISED
Issuing Office File Number: T18-589
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 25, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B
(Continued)

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 04-26-200-002. Taxes of record for 2017 payable in 2018 were: \$164.94, PAID OF RECORD.

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. **Subject to roads and railroad right of ways.
11. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
12. *Subject to the rights of tenants in possession, if any.
13. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
14. *Subject to CRP contracts, if any.
15. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.
- Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.
16. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

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First American Title Insurance Company

Commitment Number: T18-589 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

The Northeast Quarter of the Northeast Quarter, in Section 26, in Township 8 South, Range 4 East of the 3rd P.M., Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 04-26-200-002.

Auction Tract 74
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-591 REVISED
Issuing Office File Number: T18-591
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 25, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. We should be furnished with a signed final survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 08-10-100-002. Taxes of record for 2017 payable in 2018 were: \$73.02, PAID OF RECORD. (Affects additional property)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. **Subject to roads and railroad right of ways.
11. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
12. *Subject to the rights of tenants in possession, if any.
13. *Subject to CRP contracts, if any.
14. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
15. Subject to the Mining Rights as reserved in Special Warranty Deed filed July 25, 2005 in Deed Record 470 at Page 689 and in Special Warranty Deed filed August 27, 2010 in Deed Record 486 at Page 123.
16. Subject to forestry management plan, as shown on the assessor's card.
17. This company has been informed that a survey will be completed on the herein described property and that only a portion of the herein described property will be insured via this commitment. Thus, we should be furnished with a survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt.
18. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

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SCHEDULE B
(Continued)

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-591 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

(FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

The East Half of the Northwest Quarter; the East Half of the Northwest Quarter of the Northwest Quarter; Section 10, Township 9 South, Range 4 East, Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: A part of Property Record Number 08-10-100-002.

Auction Tract 75
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-592A REVISED
Issuing Office File Number: T18-592A
Property Address: Vacant Land, Williamson Co., IL

SCHEDULE A

1. Commitment Date: May 25, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. We should be furnished with a signed final survey once completed. This commitment is subject to additional requirements and exceptions upon receipt.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. * Right or claims of parties in possession not shown by the public records.
3. * Easements, or claims of easements, not shown by the public records.
4. ** Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. * Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. * Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 08-10-100-002. Taxes of record for 2017 payable in 2018 were: \$73.02, PAID OF RECORD. (affects additional property)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. ** Subject to roads and railroad right of ways.
11. ** Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
12. * Subject to terms, provisions, and limitations of the partnership agreement.
13. * Subject to the rights of tenants in possession, if any.
14. * Subject to CRP contracts, if any.
15. * Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
16. Subject to the mining rights as reserved in Special Warranty Deed filed August 27, 2010 in Deed Record 486 at Page 123.
17. Subject to the terms and conditions of an Oil, Gas, and Coalbed Methane Gas Lease between American Premier Underwriters, Inc. and AFC Coal Properties, Inc., as lessors, and BPI Industries (USA), Inc., as lessee, as referenced in Special Warranty Deed filed July 25, 2005 in Deed Record 470 at Page 689, in the Recorder's Office of Williamson County, Illinois.
18. Subject to forestry management plan, as shown on the assessor's card.
19. This company has been informed that a survey will be completed on the herein described property and that only a portion of the herein described property will be insured via this commitment. Thus, we should be furnished with a survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt.
20. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

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SCHEDULE B
(Continued)

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-592A REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

(FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

The East Half of the Northwest Quarter; the East Half of the Northwest Quarter of the Northwest Quarter in Section 10, Township 9 South, Range 4 East, Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: A part of Property Record Number 08-10-100-002

Auction Tract 76
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-593 REVISED
Issuing Office File Number: T18-593
Property Address: Vacant Land, Williamson Co., IL

SCHEDULE A

1. Commitment Date: May 21, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. We should be furnished with a final signed survey once completed. This commitment is subject to additional requirements and exceptions upon receipt. (Tract 1)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. * Right or claims of parties in possession not shown by the public records.
3. * Easements, or claims of easements, not shown by the public records.
4. ** Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. * Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. * Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 08-10-100-002. Taxes of record for 2017 payable in 2018 were: \$73.02, PAID OF RECORD. (Tract 1 and affects additional property)

Property Record Number 08-10-300-006. Taxes of record for 2017 payable in 2018 were: \$10.70, PAID OF RECORD. (Tract 2)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. ** Subject to roads and railroad right of ways.
11. ** Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
12. * Subject to the rights of tenants in possession, if any.
13. * Subject to CRP contracts, if any.
14. * Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
15. Subject to the mining rights as reserved in Special Warranty Deed filed August 27, 2010 in Deed Record 486 at Page 123. (Tract 1)
16. Subject to the terms and conditions of an Oil, Gas, and Coalbed Methane Gas Lease between American Premier Underwriters, Inc. and AFC Coal Properties, Inc., as lessors, and BPI Industries (USA), Inc., as lessee, as referenced in Special Warranty Deed filed July 25, 2005 in Deed Record 470 at Page 689, in the Recorder's Office of Williamson County, Illinois. (Tract 1)
17. Subject to forestry management plan, as shown on the assessor's card. (Tract 1)
18. Meadowlark Road Right of Way Plat filed in Misc. Record 240 at Page 516 in the Recorder's Office of Williamson County, Illinois. (Tract 2)

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SCHEDULE B
(Continued)

- 19. This company has been informed that a survey will be completed on the herein described property and that only a portion of the herein described property will be insured via this commitment. Thus, we should be furnished with a survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt.
- 20. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

*Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

**Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-593 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1: (FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

The East Half of the Northwest Quarter; the East Half of the Northwest Quarter of the Northwest Quarter Section 10, Township 9 South, Range 4 East, Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: A part of Property Record Number 08-10-100-002

Tract 2:

All that part of the following described property lying East of the East right of way line of the Angelville Road, described as follows: The Northeast Quarter of the Southwest Quarter and the East Half of the Northwest Quarter of the Southwest Quarter of Section 10, Township 9 South, Range 4 East of the Third Principal Meridian, Williamson County, Illinois, lying North of that part of real estate conveyed to Williamson County, Illinois, Board of Commissioners for a roadway known as Meadowlark Road, as recorded in Deed Record 443 Page 868, in the Recorder's Office of Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 08-10-300-006

Auction Tract 77
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-594 REVISED
Issuing Office File Number: T18-594
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 21, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
10. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
11. We should be furnished with a final signed survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt. (Tract 1)

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 08-10-200-002. Taxes of record for 2017 payable in 2018 were: \$107.18, PAID OF RECORD. (Tract 1 and affects additional property)

Property Record Number 08-10-400-010. Taxes of record for 2017 payable in 2018 were: \$10.70, PAID OF RECORD. (Tract 2)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. **Subject to roads and railroad right of ways.
11. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
12. *Subject to the rights of tenants in possession, if any.
13. *Subject to CRP contracts, if any.
14. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
15. Subject to the terms, provisions, limitations, and restrictions as shown in Special Warranty Deed filed July 25, 2005 in Deed Record 470 at Page 689 and in Special Warranty Deed filed August 27, 2010 in Deed Record 486 at Page 123. (Tract 1)
16. Subject to forestry management plan, as shown on the assessor's card. (Tract 1)
17. Terms, Provisions and Conditions in deed to Meadowlark Farms, Inc., filed August 2, 1985 in Deed Record 406 Page 553. (Tract 2)
18. Meadowlark Road Right of Way Plat filed in Misc. Record 240 at Page 516 in the Recorder's Office of Williamson County, Illinois. (Tract 2)
19. This company has been informed that a survey will be completed on the herein described property and that only a portion of the herein described property will be insured via this commitment. Thus, we should be furnished with a survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt. (Tract 1)

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SCHEDULE B
(Continued)

- 20. Access may be limited to contiguous parcels herein described. Therefore, an attempt to convey a portion of the property may cause certain parcels to become landlocked. (08-10-200-002 via 08-10-400-010)
- 21. Short Form or Memorandum of Coal Mining Lease and Sublease by and between Colt LLC, and Williamson Energy LLC, dated August 12, 2010 and filed August 27, 2010, in Miscellaneous Record 325 at Page 897 as Document 7643 in the Recorder's Office of Williamson County, Illinois.

Short Form or Memorandum after First Amendment to Coal Mining Lease and Sublease by and between Colt LLC and Williamson Energy, LLC, dated April 1, 2011 and filed July 5, 2011 in Miscellaneous Record 331 at Page 311 as Document Number 5520 in the Recorder's Office of Williamson County, Illinois.

- 22. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

* Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

** Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of the Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-594 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1: (FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

The Northeast Quarter of the Northeast Quarter; the Southwest Quarter of the Northeast Quarter; and the South Half of the Northwest Quarter of the Northeast Quarter Section 10, Township 9 South, Range 4 East, Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 08-10-200-002

Tract 2:

A part of the North Half of the Northwest Quarter of the Southeast Quarter of Section 10, Township 9 South, Range 4 East of the Third Principal Meridian, Williamson County, Illinois, lying North of that part of real estate conveyed to Williamson County, Illinois, Board of Commissioners for a roadway known as Meadowlark Road, as recorded in Deed Record 443, Page 868, in the Recorder's Office of Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 08-10-400-010

Auction Tract 78
(Williamson County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc.
Issuing Office: 1608 West Main Street, Marion, IL 62959
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: T18-595 REVISED
Issuing Office File Number: T18-595
Property Address: Vacant Land, Williamson County, IL

SCHEDULE A

1. Commitment Date: May 25, 2018 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
New River Royalty, LLC
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: Stormie Frost
Its Issuing Agent, TITLE PROFESSIONALS, INC.,
Phone:(618)997-8404 Fax:(618)997-5406

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First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from New River Royalty, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 above
5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
7. Executed ALTA Statement, if applicable.
8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
10. We should be furnished with the names of tenants in possession, if any. A search will need to be performed. This commitment and/or policy, when issued, is subject to such further requirements and/or exceptions that may be deemed necessary upon receipt of the requested information.
11. We should be furnished with a final signed survey, once completed. This commitment is subject to additional exceptions and requirements upon receipt.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. *Right or claims of parties in possession not shown by the public records.
3. *Easements, or claims of easements, not shown by the public records.
4. **Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
5. *Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. *Taxes, or special assessments, if any, not shown as existing liens by the public records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.

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SCHEDULE B
(Continued)

8. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.

Taxes: The lien for General Taxes for the year 2018 and thereafter.

Property Record Number 08-10-200-002. Taxes of record for 2017 payable in 2018 were: \$107.18, PAID OF RECORD. (affects additional property)

9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
10. **Subject to roads and railroad right of ways.
11. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
12. *Subject to the rights of tenants in possession, if any.
13. *Subject to CRP contracts, if any.
14. *Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
15. Subject to the terms, provisions, limitations, and restrictions as shown in Special Warranty Deed filed July 25, 2005 in Deed Record 470 at Page 689 and in Special Warranty Deed filed August 27, 2010 in Deed Record 486 at Page 123.
16. Subject to forestry management plan, as shown on the assessor's card.
17. This company has been informed that a survey will be completed on the herein described property and that only a portion of the herein described property will be insured via this commitment. Thus, we should be furnished with a survey, once completed. This commitment is subject to additional requirements and exceptions upon receipt.
18. Inasmuch as there appears to be no means of public access, this commitment and our policy when issued, shall not insure access.
19. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Williamson Energy, LLC, dated August 21, 2018, filed August 29, 2018, in Book 368, at Page 484, as File Number 2018-00006559, in the Williamson County Recorder's Office.

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SCHEDULE B
(Continued)

* Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (2) Payment of the Owner's Commercial Extended Coverage endorsement fee
- (3) Approval by First American Title Insurance Company

In addition, standard exception 1 will also be removed upon the receipt of the above stated items.

** Denotes those exceptions that will be removed from the Final Title Policy upon receipt of the following items:

- (1) A signed ALTA survey certified to First American Title Insurance Company and Title Professionals, Inc., clear of any issues or concerns
- (2) An executed copy of the signed ALTA forms, clear of any unknown issues or concerns
- (3) Payment of the Owner's Commercial Survey endorsement fee
- (4) Approval by First American Title Insurance Company

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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First American Title Insurance Company

Commitment Number: T18-595 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

(FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

The Northeast Quarter of the Northeast Quarter; the Southwest Quarter of the Northeast Quarter; and the South Half of the Northwest Quarter of the Northeast Quarter Section 10, Township 9 South, Range 4 East, Williamson County, Illinois. Situated in Williamson County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 08-10-200-002