
Auction Tract 1
(Franklin County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: TITLE PROFESSIONALS, INC.
Issuing Office: 606 NORTH MAIN STREET, SUITE B, BENTON, ILLINOIS 62812
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: B18-226 REVISED 4
Issuing Office File Number: B18-226
Property Address: Vacant Land, Franklin County, IL

SCHEDULE A

1. Commitment Date: May 14, 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)435-3668 Fax:(618)435-3667

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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 03-28-300-006. Taxes of record for 2017 payable in 2018 were: \$366.50, 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. Oil and Gas Lease by and between Barnard F. Desloge, Lessee, and Alva Cook, Jr. and Pearl Cook, husband and wife, Lessor, dated March 14, 1950, filed April 13, 1950, in Book 4, at Pages 107-109 in the Franklin County Recorder's Office. (affects Tract 1)

Assignment of Oil and Gas Lease by and between Bernard F. Desloge a/k/a Barnard F. Desloge, Assignor, and Joseph Desloge, d/b/a Columbus Exploration Company, Assignee, dated April 22, 1950, filed May 10, 1950, in Book 4, at Page 196 in the Franklin County Recorder's Office.

Assignment of Oil and Gas Lease by and between Joseph Desloge d/b/a Columbus Exploration Company, Assignor, and Minerva Oil Company, Assignee, dated May 16, 1950, filed May 7, 1950, in Book 4, at Page 314 in the Franklin County Recorder's Office.

11. *Subject to the rights of tenants in possession, if any.
12. *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.
13. *Subject to CRP contracts, if any.
14. Oil and Gas Lease to Aud B. Cox and Dollie M. Cox, dated October 29, 1948, filed November 9, 1948, in Oil and Gas Record Z, at Page 363 in the Franklin County Recorder's Office. (affects Tract 1)
15. Subject to the reservation of Mining Rights shown in deed filed August 26, 2010 as Document Number 2010-3817, as corrected by deed filed September 20, 2010 as Document Number 2010-4225, filed in the Recorder's Office of Franklin 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 roads and road right of ways.

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SCHEDULE B
(Continued)

18. Memorandum of Illinois Coal Lease by and between the United States of America, acting by and through its legal agent, the Tennessee Valley Authority, a/k/a "TVA", and Illinois Fuel Company, LLC, dated July 1, 2002, filed October 11, 2007, as Document Number 2007-5822, in the Franklin County Recorder's Office.

Assignment and Assumption Agreement by and between United States of America, acting herein by and through its legal agent Tennessee Valley Authority ("TVA"), and Ruger Coal Company, LLC, dated August 4, 2009, filed September 10, 2009, as Document Number 2009-4445, in the Franklin County Recorder's Office.

19. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Sugar Camp Energy, LLC, dated August 21, 2018, filed August 27, 2018, as Document Number 2018-3503, in the Franklin County Recorder's Office.
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 27, 2018, as Document Number 2018-3504, in the Franklin 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: B18-226 REVISED 4

EXHIBIT A
PROPERTY DESCRIPTION

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

The Northwest Quarter of the Southwest Quarter of Section 28, Township 5 South, Range 3 East of the Third Principal Meridian, Franklin County, Illinois. Situated in Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

INFORMATIONAL NOTE: Property Record Number 03-28-300-006

Auction Tract 2
(Franklin County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: TITLE PROFESSIONALS, INC.
Issuing Office: 606 NORTH MAIN STREET, SUITE B, BENTON, ILLINOIS 62812
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: B18-227 REVISED 3
Issuing Office File Number: B18-227
Property Address: Vacant Land, Franklin County, IL

SCHEDULE A

1. Commitment Date: May 14, 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)435-3668 Fax:(618)435-3667

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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 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 03-28-100-004. Taxes of record for 2017 payable in 2018 were: \$781.30, PAID OF RECORD. (Tract 1 and affects additional property)

Property Record Number 03-28-200-009. Taxes of record for 2017 payable in 2018 were: \$727.24, 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. Right of Way Easement granted to Ashland Oil & Refining Co., dated December 15, 1951 and filed December 29, 1951 in Book 7 at Pages 409-410 in the Recorder's Office of Franklin County, Illinois. (Tract 1)

Assignment of Rights of Way and Easements by and between Ashland Oil, Inc., as "Assignor", and Countrymark, Inc., as "Assignee", dated December 1, 1993, filed March 30, 1994, as Document Number 94-1624, in the Franklin County Recorder's Office.

11. Memorandum of Illinois Coal Lease by and between the United States of America, acting by and through its legal agent, the Tennessee Valley Authority, a/k/a "TVA", and Illinois Fuel Company, LLC, dated July 1, 2002, filed October 11, 2007, as Document Number 2007-5822, in the Franklin County Recorder's Office.

Assignment and Assumption Agreement by and between United States of America, acting herein by and through its legal agent Tennessee Valley Authority ("TVA"), and Ruger Coal Company, LLC, dated August 4, 2009, filed September 10, 2009, as Document Number 2009-4445, in the Franklin County Recorder's Office.

12. Right of Way Easement granted to Southern Illinois Power Cooperative, dated August 18, 1989 and filed November 16, 1989 as Document Number 89-6038 in the Recorder's Office of Franklin County, Illinois. (Tract 1)
13. Oil and Gas Lease by and between Illinois Lease Operating, Inc., Lessee, and Alva Cook, Jr., and Pearl Cook, husband and wife, Lessor, dated January 20, 1964, filed January 20, 1964, as Document Number 32-643, in the Franklin County Recorder's Office. (Tract 1)

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SCHEDULE B
(Continued)

14. Oil and Gas Lease by and between Illinois Lease Operating, Inc., Lessee, and Alva Cook, Jr., and Pearl Cook, husband and wife, Lessor, dated July 22, 1965, filed July 29, 1965, as Document Number 14-3187, in the Franklin County Recorder's Office. (Tract 1)
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 the reservation of Mining Rights shown in deed filed August 26, 2010 as Document Number 2010-3817, as corrected by deed filed September 20, 2010 as Document Number 2010-4225, filed in the Recorder's Office of Franklin 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. (Tract 2)
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. (Tract 2)
21. Right of owners of land bordering on the creek in respect to the water and use of the surface of said creek. (Tract 2)
22. Subject to riparian rights, if any. (Tract 2)
23. Right of Way Easement granted to General Telephone Company of Illinois, dated June 25, 1971 and filed July 26, 1971 as Document Number 20-3147 in the Recorder's Office of Franklin County, Illinois. (Tract 2)
24. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
25. **Subject to roads and road right of ways.
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.
27. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Sugar Camp Energy, LLC, dated August 21, 2018, filed August 27, 2018, as Document Number 2018-3503, in the Franklin County Recorder's Office.

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SCHEDULE B
(Continued)

28. 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 27, 2018, as Document Number 2018-3504, in the Franklin 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: B18-227 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 described property:

The East Half of the Northwest Quarter of Section 28, Township 5 South, Range 3 East of the Third Principal Meridian, Franklin County, Illinois, EXCEPT a tract of land described as follows: part of the NE NW beginning at the Northwest corner of said NE NW, thence East 700 feet along North line of said NE NW; thence South 750 feet; thence West 700 feet to the West line of the NE NW, and thence run North on West line 750 feet to the point of beginning. Situated in Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

INFORMATIONAL NOTE: A part of Property Record Number 03-28-100-004

Tract 2: (FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

The West Half of the Northeast Quarter of Section 28, Township 5 South, Range 3 East of the Third Principal Meridian. Situated in Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

LESS AND EXCEPT:

Part of the Southwest Quarter of the Northeast Quarter, more particularly described as beginning at the Southeast corner of the Southwest Quarter of the Northeast Quarter, thence North 1070 feet, thence West 23 feet to the West right-of-way line of the public road for point of beginning, thence West 205.41 feet, thence North 27.21 feet, thence west 197.03 feet, thence North 255.97 feet, thence East 78.75 feet, thence in a Northeasterly direction 102.22 feet, thence in a Southeasterly direction 106.43 feet, thence East 149.42 feet to the West right-of-way line of the public road; thence South along the West right-of-way line of the public road 230.59 feet to the point of beginning.

ALSO LESS AND EXCEPT:

Part of the Northwest Quarter of the Northeast Quarter, Section 28, more particularly described as beginning at the Southeast corner of the Southwest Quarter of the Northeast Quarter, thence North along the East line thereof 1,742.5 feet, thence West 20 feet to the West right-of-way line of the public road for a point of beginning, thence West 280 feet, thence North 160 feet, thence East 280 feet to the West right-of-way line of said public road, thence South along said West right-of-way line 160 feet to the point of beginning.

INFORMATIONAL NOTE: A part of Property Record Number 03-28-200-009

Auction Tract 3
(Franklin County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: TITLE PROFESSIONALS, INC.
Issuing Office: 606 NORTH MAIN STREET, SUITE B, BENTON, ILLINOIS 62812
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: B18-228 REVISED 3
Issuing Office File Number: B18-228
Property Address: Vacant Land, Franklin County, IL

SCHEDULE A

1. Commitment Date: May 14, 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)435-3668 Fax:(618)435-3667

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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 below
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 signed survey once completed. This commitment is subject to additional requirements and exceptions upon receipt. (Tract 1, 2, and 3)

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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 03-28-100-004. Taxes of record for 2017 payable in 2018 were: \$781.30, PAID OF RECORD. (Tract 1) (Affects Additional Property)

Property Record Number 03-28-200-009 . Taxes of record for 2017 payable in 2018 were: \$727.24, PAID OF RECORD. (Tract 2) (Affects Additional Property)

Property Record Number 03-21-300-015 . Taxes of record for 2017 payable in 2018 were: \$591.18, PAID OF RECORD. (Tract 3) (Affects Additional Property)

Property Record Number 03-21-400-005 . Taxes of record for 2017 payable in 2018 were: \$521.62, PAID OF RECORD. (Tract 4)

Property Record Number 03-21-400-007. Taxes of record for 2017 payable in 2018 were: \$805.24, PAID OF RECORD. (Tract 5)

Property Record Number 03-28-200-011. Taxes of record for 2017 payable in 2018 were: \$133.84, PAID OF RECORD. (Tract 6)

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 Ashland Oil & Refining Co., dated December 15, 1951 and filed December 29, 1951 in Book 7 at Page 409 in the Recorder's Office of Franklin County, Illinois. (affects Tract 1 & 3)

Assignment of Rights of Way and Easements by and between Ashland Oil, Inc., as "Assignor", and Countrymark, Inc., as "Assignee", dated December 1, 1993, filed March 30, 1994, as Document Number 94-1624, in the Franklin County Recorder's Office.

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SCHEDULE B
(Continued)

11. Memorandum of Illinois Coal Lease by and between the United States of America, acting by and through its legal agent, the Tennessee Valley Authority, a/k/a "TVA", and Illinois Fuel Company, LLC, dated July 1, 2002, filed October 11, 2007, as Document Number 2007-5822, in the Franklin County Recorder's Office.

Assignment and Assumption Agreement by and between United States of America, acting herein by and through its legal agent Tennessee Valley Authority ("TVA"), and Ruger Coal Company, LLC, dated August 4, 2009, filed September 10, 2009, as Document Number 2009-4445, in the Franklin County Recorder's Office.
12. Right of Way Easement granted to Southern Illinois Power Cooperative, dated August 18, 1989 and filed November 16, 1989 as Document Number 89-6038 in the Recorder's Office of Franklin County, Illinois. (affect Tract 1)
13. Oil and Gas Lease by and between Illinois Lease Operating, Inc., Lessee, and Alva Cook, Jr., and Pearl Cook, husband and wife, Lessor, dated January 20, 1964, filed January 20, 1964, as Document Number 32-643, in the Franklin County Recorder's Office. (affects Tract 1)
14. Oil and Gas Lease by and between Illinois Lease Operating, Inc., Lessee, and Alva Cook, Jr., and Pearl Cook, husband and wife, Lessor, dated July 22, 1965, filed July 29, 1965, as Document Number 14-3187, in the Franklin County Recorder's Office. (affects Tract 1)
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 the reservation of Mining Rights shown in deed filed August 26, 2010 as Document Number 2010-3817, as corrected by deed filed September 20, 2010 as Document Number 2010-4225, filed in the Recorder's Office of Franklin 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. (Tracts 2 & 4)
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. (Tracts 2 & 4)
21. Right of owners of land bordering on the creek in respect to the water and use of the surface of said creek. (Tracts 2 & 4)
22. Subject to riparian rights, if any. (Tracts 2 & 4)

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SCHEDULE B
(Continued)

23. Right of Way Grant to Ashland Oil & Refining Co., dated July 14, 1950, filed September 25, 1950, in Book 5 at Page 201, in the Recorder's Office of Franklin County, Illinois. (affects Tracts 3 & 4)
24. Right of Way Easement granted to General Telephone Company of Illinois, dated June 25, 1971 and filed July 26, 1971 as Document Number 20-3147 in the Recorder's Office of Franklin County, Illinois. (affects Tract 2 & 5)
25. 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, & 3)
26. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
27. **Subject to roads and road right of ways.
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. (03-21-400-005 via 03-21-300-015 or 03-21-400-007) (Tract 4)
29. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Sugar Camp Energy, LLC, dated August 21, 2018, filed August 27, 2018, as Document Number 2018-3503, in the Franklin County Recorder's Office.
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 27, 2018, as Document Number 2018-3504, in the Franklin 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

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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: B18-228 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 described property:

The East Half of the Northwest Quarter of Section 28, Township 5 South, Range 3 East of the Third Principal Meridian, Franklin County, Illinois, EXCEPT a tract of land described as follows: part of the NE NW beginning at the Northwest corner of said NE NW, thence East 700 feet along North line of said NE NW; thence South 750 feet; thence West 700 feet to the West line of the NE NW, and thence run North on West line 750 feet to the point of beginning. Situated in Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

INFORMATIONAL NOTE: Part of Property Record Number 03-28-100-004

Tract 2: (FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

The West Half of the Northeast Quarter of Section 28, Township 5 South, Range 3 East of the Third Principal Meridian. Situated in Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

LESS AND EXCEPT:

Part of the Southwest Quarter of the Northeast Quarter, more particularly described as beginning at the Southeast corner of the Southwest Quarter of the Northeast Quarter, thence North 1070 feet, thence West 23 feet to the West right-of-way line of the public road for point of beginning, thence West 205.41 feet, thence North 27.21 feet, thence west 197.03 feet, thence North 255.97 feet, thence East 78.75 feet, thence in a Northeasterly direction 102.22 feet, thence in a Southeasterly direction 106.43 feet, thence East 149.42 feet to the West right-of-way line of the public road; thence South along the West right-of-way line of the public road 230.59 feet to the point of beginning.

ALSO LESS AND EXCEPT:

Part of the Northwest Quarter of the Northeast Quarter, Section 28, more particularly described as beginning at the Southeast corner of the Southwest Quarter of the Northeast Quarter, thence North along the East line thereof 1,742.5 feet, thence West 20 feet to the West right-of-way line of the public road for a point of beginning, thence West 280 feet, thence North 160 feet, thence East 280 feet to the West right-of-way line of said public road, thence South along said West right-of-way line 160 feet to the point of beginning.

INFORMATIONAL NOTE: Part of Property Record Number 03-28-200-009

Tract 3: (FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

The North Half of the Southeast Quarter of the Southwest Quarter and the South Half of the Southeast Quarter of the Southwest Quarter of Section 21, Township 5 South, Range 3 East of the Third Principal Meridian, Franklin County Illinois, EXCEPT 30 ft square in the Southwest corner of said Southeast Quarter of the Southwest Quarter of said Section 21; the East Half of the Southwest Quarter of the Southwest Quarter,

EXHIBIT A
(Continued)

Commitment Number: B18-228 REVISED 3

EXCEPT 30 feet off the South side, all in Section 21, Township 5 South, Range 3 East of the Third Principal Meridian, Franklin County, Illinois. Situated in Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

INFORMATIONAL NOTE: Part of Property Record Number 03-21-300-015

Tract 4:

The East Half of the Southwest Quarter of the Southeast Quarter and the West Half of the Southwest Quarter of the Southeast Quarter of Section 21, Township 5 South, Range 3 East of the Third Principal Meridian, Franklin County Illinois. Situated in Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

INFORMATIONAL NOTE: Property Record Number 03-21-400-005

Tract 5:

The East Half of the Northwest Quarter of the Southeast Quarter; the West Half of the Northeast Quarter of the Southeast Quarter; and the Southeast corner of the Southeast Quarter lying West of Cyril James Road of Section 21, Township 5 South, Range 3 East of the Third Principal Meridian, Franklin County, Illinois. Situated in Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

INFORMATIONAL NOTE: Property Record Number 03-21-400-007

Tract 6:

Part of the Northeast Quarter of the Northeast Quarter Section 28, Township 5 South, Range 3 East of the Third Principal Meridian, Franklin County, Illinois, lying North and West of Cyril James Road. Situated in Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

INFORMATIONAL NOTE: Property Record Number 03-28-200-011

Auction Tract 4
(Franklin County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: TITLE PROFESSIONALS, INC.
Issuing Office: 606 NORTH MAIN STREET, SUITE B, BENTON, ILLINOIS 62812
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: B18-229 REVISED 2
Issuing Office File Number: B18-229
Property Address: VACANT LAND, Franklin County, IL

SCHEDULE A

1. Commitment Date: May 14, 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)435-3668 Fax:(618)435-3667

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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 6)

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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)

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

Property Record Number 03-21-400-001. Taxes of record for 2017 payable in 2018 were: \$75.78, PAID OF RECORD. (Tract 1)

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Property Record Number 03-21-300-013. Taxes of record for 2017 payable in 2018 were: \$134.28, PAID OF RECORD. (Tract 5)

Property Record Number 03-21-300-015. Taxes of record for 2017 payable in 2018 were: \$591.18, PAID OF RECORD. (Tract 6) (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 CRP contracts, if any.
12. *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.
13. Memorandum of Illinois Coal Lease by and between the United States of America, acting by and through it's legal agent, the Tennessee Valley Authority, a/k/a "TVA", and Illinois Fuel Company, LLC, dated July 1, 2002, filed October 11, 2007, as Document Number 2007-5822, in the Franklin County Recorder's Office.

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SCHEDULE B
(Continued)

14. Subject to mining rights and easement rights for mining purposes, as reserved in Coal Deeds granted to the United States of America, dated March 7, 1978, filed May 1, 1978, as Document Number 78-3391 and dated October 1, 1979, filed October 30, 1979, as Document Number 79-6905 in the Franklin County Recorder's Office. (affects Tracts 1, 2, 3, & 4)
15. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
16. Subject to the reservation of Mining Rights shown in deed filed August 26, 2010 as Document Number 2010-3817, as corrected by deed filed September 20, 2010 as Document Number 2010-4225, filed in the Recorder's Office of Franklin County, Illinois.
17. Right of Way Easement granted to General Telephone Company of Illinois, dated August 27, 1971 and filed September 16, 1971 as Document Number 20-4332 in the Recorder's Office of Franklin County, Illinois. (affects Tract 5)
18. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, INC., dated June 20, 2013 and filed October 10, 2013 as Document Number 2013-5464 in the Recorder's Office of Franklin County, Illinois. (affects Tract 5)
19. Right of Way Easement granted to Ashland Oil & Refining Co., dated December 15, 1951 and filed December 29, 1951 in Book 7 at Page 409 in the Recorder's Office of Franklin County, Illinois. (affects Tract 6)

Assignment of Rights of Way and Easements by and between Ashland Oil, Inc., as "Assignor", and Countrymark, Inc., as "Assignee", dated December 1, 1993, filed March 30, 1994, as Document Number 94-1624, in the Franklin County Recorder's Office. (affects Tract 6 and additional property)
20. Subject to roads and road right of ways.
21. Right of Way Easement granted to Ashland Oil & Refining Co., dated July 14, 1950 and filed September 25, 1950 in Book 5 at Page 201 in the Recorder's Office of Franklin County, Illinois. (affects Tracts 4 & 6)
22. This company has been informed that a survey will be completed on the herein described property 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 6)
23. 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. (Tract 5)

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SCHEDULE B
(Continued)

24. 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. (Tract 5)
25. Right of owners of land bordering on the creek in respect to the water and use of the surface of said creek. (Tract 5)
26. Subject to riparian rights, if any. (Tract 5)
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. (Tracts 1, 2, 3 & 4 via Tract 5)
28. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Sugar Camp Energy, LLC, dated August 21, 2018, filed August 27, 2018, as Document Number 2018-3503, in the Franklin County Recorder's Office.
29. 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 27, 2018, as Document Number 2018-3504, in the Franklin 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: B18-229 REVISED 2

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1:

The West Half of the Northwest Quarter of the Southeast Quarter of Section 21, Township 5 South, Range 3 East of the Third Principal Meridian, Franklin County, Illinois. Situated in Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 03-21-400-001

Tract 2:

The West Half of the Southwest Quarter of the Northeast Quarter of Section 21, Township 5 South, Range 3 East of the Third Principal Meridian, Franklin County, Illinois. Situated in Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 03-21-200-003

Tract 3:

The Southeast Quarter of the Northwest Quarter of Section 21, Township 5 South, Range 3 East of the Third Principal Meridian, Franklin County, Illinois. Situated in Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 03-21-100-003

Tract 4:

The Northeast Quarter of the Southwest Quarter of Section 21, Township 5 South, Range 3 East of the Third Principal Meridian, Franklin County, Illinois. Situated in Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 03-21-300-014

Tract 5:

The West Half of the Southwest Quarter of the Southwest Quarter of Section 21, Township 5 South, Range 3 East of the Third Principal Meridian, Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

LESS AND EXCEPT

30 feet off the South side of the W1/2 SW1/4 SW1/4;

ALSO LESS AND EXCEPT

Part of the W1/2 SW1/4 SW1/4 more particularly described as beginning at the NW corner of the W1/2 SW1/4 SW1/4, run thence South 626.13 feet to the place of beginning, thence run East 208.71 feet, thence run North on a line parallel to the West line of said W1/2 SW1/4 SW1/4 300 feet, thence West 208.71 feet to the West line of said W1/2 SW1/4 SW1/4, thence South 300 feet to the place of beginning;

ALSO LESS AND EXCEPT

Part of the W1/2 SW1/4 SW1/4 more particularly described as beginning at the NW corner thereof, thence South 326.13 feet, thence East 208.71 feet, thence North on a line parallel to the West line of the W1/2 SW1/4 SW1/4 to the North line thereof, thence West 208.71 feet to the place of beginning.

Informational Note: Property Record Number 03-21-300-013

EXHIBIT A
(Continued)

Commitment Number: B18-229 REVISED 2

Tract 6: (FOR INFORMATIONAL PURPOSES ONLY)

A portion of the following described property:

The North Half of the Southeast Quarter of the Southwest Quarter and the South Half of the Southeast Quarter of the Southwest Quarter of Section 21, Township 5 South, Range 3 East of the Third Principal Meridian, Franklin County Illinois, EXCEPT 30 ft square in the Southwest corner of said Southeast Quarter of the Southwest Quarter of said Section 21; the East Half of the Southwest Quarter of the Southwest Quarter, EXCEPT 30 feet off the South side, all in Section 21, Township 5 South, Range 3 East of the Third Principal Meridian, Franklin County, Illinois. Situated in Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Part of Property Record Number 03-21-300-015

Auction Tract 5
(Franklin County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: TITLE PROFESSIONALS, INC.
Issuing Office: 606 NORTH MAIN STREET, SUITE B, BENTON, ILLINOIS 62812
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: B18-230 REVISED 2
Issuing Office File Number: B18-230
Property Address: Vacant Land, Franklin County, IL

SCHEDULE A

1. Commitment Date: May 14, 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 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)435-3668 Fax:(618)435-3667

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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 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 03-29-200-001. Taxes of record for 2017 payable in 2018 were: \$697.98, PAID OF RECORD.

Property Record Number 03-29-100-002. Taxes of record for 2017 payable in 2018 were: \$279.64, 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. Memorandum of Illinois Coal Lease by and between the United States of America, acting by and through its legal agent, the Tennessee Valley Authority, a/k/a "TVA", Lessor, and Illinois Fuel Company, LLC, Lessee, dated July 1, 2002, filed October 11, 2007, as Document Number 2007-5822, in the Franklin County Recorder's Office.

Assignment and Assumption Agreement by and between United States of America, acting herein by and through its legal agent Tennessee Valley Authority ("TVA"), Grantor" and Ruger Coal Company, LLC, "Grantee", dated August 4, 2009, filed September 10, 2009, as Document Number 2009-4445, in the Franklin County Recorder's Office.

14. Easement granted to Will I. Lewis, dated October 22, 1949 and filed October 24, 1949 in Book 7 at Page 426 in the Recorder's Office of Franklin County, Illinois.
15. Right of Way Easement granted to Ashland Oil & Refining Co., dated December 29, 1959 and filed January 29, 1960 in Book 21 at Page 638 in the Recorder's Office of Franklin County, Illinois.
16. Easement granted to T. W. George, dated October 30, 1963 and filed July 7, 1964 as Document Number 13-2882 in the Recorder's Office of Franklin County, Illinois.

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SCHEDULE B
(Continued)

17. Right of Way Easement granted to Ashland Oil & Refining Company, dated September 28, 1965 and filed October 7, 1965 as Document Number 14-4333 in the Recorder's Office of Franklin County, Illinois.
18. Easement granted to General Telephone Company of Illinois, dated April 13, 1972 and filed April 27, 1972 as Document Number 21-2007 in the Recorder's Office of Franklin County, Illinois.
19. Right of Way Easement granted to Ashland Oil Inc., dated July 25, 1983 and filed September 7, 1983 as Document Number 83-5595 in the Recorder's Office of Franklin County, Illinois.
20. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., dated June 5, 2006 and filed March 20, 2007 as Document Number 2007-1406 in the Recorder's Office of Franklin County, Illinois.
21. Surface Agreement by and between New River Royalty, LLC, as Grantor, and Gesell's Pump Sales and Service, Inc., as Grantee, dated September 2, 2014, filed September 18, 2014, as Document Number 2014-3982 in the Recorder's Office of Franklin County, Illinois.

Notice of First Amendment to Surface Agreement by and between New River Royalty, LLC, as Grantor, and Gesell's Pump Sales and Service, Inc., as Grantee, dated August 28, 2015, filed September 4, 2015, as Document Number 2015-4048 in the Recorder's Office of Franklin County, Illinois.
22. Notice of Surface Agreement by and between New River Royalty, LLC, as Grantor, and Gesell's Pump Sales and Service, Inc., as Grantee, dated August 28, 2015, filed September 4, 2015, as Document Number 2015-4047 in the Recorder's Office of Franklin County, Illinois.
23. Subject to the reservation of Mining Rights shown in deed filed August 26, 2010 as Document Number 2010-3817, as corrected by deed filed September 20, 2010 as Document Number 2010-4225, filed in the Recorder's Office of Franklin County, Illinois.
24. *Subject to CRP contracts, if any.
25. **Subject to roads and railroad right of ways.
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. (03-29-100-002 via 03-29-200-001)
27. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Sugar Camp Energy, LLC, dated August 21, 2018, filed August 27, 2018, as Document Number 2018-3503, in the Franklin County Recorder's Office.
28. 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 27, 2018, as Document Number 2018-3504, in the Franklin 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: B18-230 REVISED 2

EXHIBIT A
PROPERTY DESCRIPTION

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

The Northeast Quarter of the Northwest Quarter of Section 29 and the North Half of the Northeast Quarter of Section 29, Township 5 South, Range 3 East of the Third Principal Meridian, Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Numbers 03-29-200-001 & 03-29-100-002

Auction Tract 6
(Franklin County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: TITLE PROFESSIONALS, INC.
Issuing Office: 606 NORTH MAIN STREET, SUITE B, BENTON, ILLINOIS 62812
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: B18-231 REVISED
Issuing Office File Number: B18-231
Property Address: Vacant Land, Franklin County, IL

SCHEDULE A

1. Commitment Date: June 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)435-3668 Fax:(618)435-3667

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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.

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 03-33-200-009. Taxes of record for 2017 payable in 2018 were: \$150.24, 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 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.
15. Subject to the reservation of Mining Rights as shown in Special Warranty Deed filed May 24, 2018, as Document Number 2018-2123, in the Recorder's Office of Franklin County, Illinois.
16. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Sugar Camp Energy, LLC, dated August 21, 2018, filed August 27, 2018, as Document Number 2018-3503, in the Franklin County Recorder's Office.
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 27, 2018, as Document Number 2018-3504, in the Franklin 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 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: B18-231 REVISED

EXHIBIT A
PROPERTY DESCRIPTION

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

A part of the Northeast One-fourth (NE1/4) of the Northeast One-fourth (NE1/4) of Section 33, Township 5 South, Range 3 East of the Third Principal Meridian, consisting of two square acres in the Southwest corner of said quarter-quarter section. Situated Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 03-33-200-009

Auction Tract 7
(Franklin County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: TITLE PROFESSIONALS, INC.
Issuing Office: 606 NORTH MAIN STREET, SUITE B, BENTON, ILLINOIS 62812
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: B18-232 REVISED 3
Issuing Office File Number: B18-232
Property Address: Vacant Land, Franklin County, IL

SCHEDULE A

1. Commitment Date: May 14, 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)435-3668 Fax:(618)435-3667

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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.

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 08-01-400-003. Taxes of record for 2017 payable in 2018 were: \$95.42, 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. *Subject to the rights of tenants in possession, if any.
11. **Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
12. 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.
13. 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.
14. Right of owners of land bordering on the creek in respect to the water and use of the surface of said creek.
15. Subject to riparian rights, if any.
16. Subject to the terms, provisions, limitations, and restrictions as shown in Special Warranty Deed, filed May 11, 2011 as Document Number 2011-2139 in the Recorder's Office of Franklin County, Illinois.
17. Subject to the terms, provisions, limitations, and restrictions as shown in Special Warranty Deed filed April 14, 2011 as Document Number 2011-1721 in the Recorder's Office of Franklin County, Illinois.
18. *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.
19. *Subject to CRP contracts, if any.
20. Assignment and Assumption of Coal Lease from Sugar Camp Energy, LLC to Ruger Coal Company, LLC, dated May 4, 2011, filed September 17, 2013 as Document Number 2013-4970 in the Recorder's Office of Franklin 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 Sugar Camp Energy, LLC, dated August 21, 2018, filed August 27, 2018, as Document Number 2018-3503, in the Franklin County Recorder's Office.
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 27, 2018, as Document Number 2018-3504, in the Franklin County Recorder's Office.
23. Rights of the adjoining owner or owners to the concurrent use of said easement.
24. Grant of Easement of Access granted to Duward Bean, dated January 23, 1981, filed January 23, 1981, as Document Number 81-314, in the Recorder's Office of Franklin County, Illinois.
25. Easement or Right-of-Way for Access to Property by and between Douglas F. Browning, as Grantor, and New River Royalty, LLC, as Grantee, dated October 15, 2018, filed October 15, 2018, as Document Number 2018-4362, in the Recorder's Office of Franklin County, Illinois.
26. Easement or Right-of-Way for Access to Property by and between B. Marlene Webb, as Trustee of the Cyrus R. and B. Marlene Webb Trust U/A/D October 1, 2008, and any amendments thereto, as Grantor, and New River Royalty, LLC, as Grantee, dated October 15, 2018, filed October 15, 2018, as Document Number 2018-4363, in the Recorder's Office of Franklin 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

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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: B18-232 REVISED 3

EXHIBIT A
PROPERTY DESCRIPTION

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

Tract 1: Southwest One-fourth (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section One (1), Township Six (6) South, Range Three (3) East of the Third Principal Meridian. Situated in Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Informational Note: Property Record Number 08-01-400-003

Also, an easement for ingress and egress being described as the South 25 feet of the Southwest Quarter of the Southwest Quarter of Section One (1), Township Six (6) South, Range Three (3) East of the Third Principal Meridian. Situated in Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

AND an easement for ingress and egress being described as the South 25 feet of the Southeast Quarter of the Southwest Quarter of Section One (1), Township Six (6) South, Range Three (3) East of the Third Principal Meridian. Situated in Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

Auction Tract 8
(Franklin County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: TITLE PROFESSIONALS, INC.
Issuing Office: 606 NORTH MAIN STREET, SUITE B, BENTON, ILLINOIS 62812
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: B18-233 REVISED
Issuing Office File Number: B18-233
Property Address: Vacant Land, Franklin County, IL

SCHEDULE A

1. Commitment Date: June 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)435-3668 Fax:(618)435-3667

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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 04-21-200-001. Taxes of record for 2017 payable in 2018 were: \$290.36, 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 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.
15. Right of Way Easement granted to Akin Water District, dated September 25, 2017 and filed December 26, 2017 as Document Number 2017-5413 in the Recorder's Office of Franklin County, Illinois.
16. Right of Way for Road Purposes granted to State of Illinois, filed July 28, 1936 in Deed Record 194 at Page 82 in the Recorder's Office of Franklin County, Illinois.
17. Right of Way granted to General Telephone Company of Illinois, filed July 26, 1971 as Document Number 20-3160 in the Recorder's Office of Franklin County, Illinois.
18. Subject to the reservation of Mining Rights shown in deed filed August 26, 2010 as Document Number 2010-3817, as corrected by deed filed September 20, 2010 as Document Number 2010-4225, filed in the Recorder's Office of Franklin County, Illinois.
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 Sugar Camp Energy, LLC, dated August 21, 2018, filed August 27, 2018, as Document Number 2018-3503, in the Franklin County Recorder's Office.

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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 27, 2018, as Document Number 2018-3504, in the Franklin 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

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

Commitment Number: B18-233 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 Northwest Quarter of the Northeast Quarter of Section 21, Township 5 South, Range 4 East of the Third Principal Meridian, Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

INFORMATIONAL NOTE: Part of Property Record Number 04-21-200-001

Auction Tract 9
(Franklin County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: TITLE PROFESSIONALS, INC.
Issuing Office: 606 NORTH MAIN STREET, SUITE B, BENTON, ILLINOIS 62812
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: B18-234 REVISED
Issuing Office File Number: B18-234
Property Address: Vacant Land, Franklin County, IL

SCHEDULE A

1. Commitment Date: June 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)435-3668 Fax:(618)435-3667

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. 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.

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 04-21-200-001. Taxes of record for 2017 payable in 2018 were: \$290.36, 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 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 CRP contracts, if any.
14. Right of Way Easement granted to Akin Water District, dated September 25, 2017 and filed December 26, 2017 as Document Number 2017-5413 in the Recorder's Office of Franklin County, Illinois.
15. Right of Way for Road Purposes granted to State of Illinois, filed July 28, 1936 in Deed Record 194 at Page 82 in the Recorder's Office of Franklin County, Illinois.
16. Right of Way granted to General Telephone Company of Illinois, filed July 26, 1971 as Document Number 20-3160 in the Recorder's Office of Franklin County, Illinois.
17. Subject to the reservation of Mining Rights shown in deed filed August 26, 2010 as Document Number 2010-3817, as corrected by deed filed September 20, 2010 as Document Number 2010-4225, filed in the Recorder's Office of Franklin County, Illinois.
18. *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.
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 Sugar Camp Energy, LLC, dated August 21, 2018, filed August 27, 2018, as Document Number 2018-3503, in the Franklin 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)

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 27, 2018, as Document Number 2018-3504, in the Franklin 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: B18-234 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 Northwest Quarter of the Northeast Quarter of Section 21, Township 5 South, Range 4 East of the Third Principal Meridian, Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

INFORMATIONAL NOTE: Part of Property Record Number 04-21-200-001

Auction Tract 10
(Franklin County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: TITLE PROFESSIONALS, INC.
Issuing Office: 606 NORTH MAIN STREET, SUITE B, BENTON, ILLINOIS 62812
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: B18-235 REVISED 2
Issuing Office File Number: B18-235
Property Address: Vacant Land, Franklin County, IL

SCHEDULE A

1. Commitment Date: June 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)435-3668 Fax:(618)435-3667

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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 04-21-400-007. Taxes of record for 2017 payable in 2018 were: \$306.36, 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. **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.
15. Subject to the reservation of Mining Rights shown in deed filed August 26, 2010 as Document Number 2010-3817, as corrected by deed filed September 20, 2010 as Document Number 2010-4225, filed in the Recorder's Office of Franklin County, Illinois.
16. Subject to reservation of Mining Rights as shown in Warranty Deed filed October 5, 2009, as Document Number 2009-4886, in the Recorder's Office of Franklin County, Illinois.
17. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Sugar Camp Energy, LLC, dated August 21, 2018, filed August 27, 2018, as Document Number 2018-3503, in the Franklin County Recorder's Office.
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 27, 2018, as Document Number 2018-3504, in the Franklin 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 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: B18-235 REVISED 2

EXHIBIT A
PROPERTY DESCRIPTION

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

The Southwest Quarter of the Southeast Quarter of Section 21, Township 5 South, Range 4 East of the Third Principal Meridian, Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.

INFORMATIONAL NOTE: Property Record Number 04-21-400-007

Auction Tract 11
(Franklin County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: TITLE PROFESSIONALS, INC.
Issuing Office: 606 NORTH MAIN STREET, SUITE B, BENTON, ILLINOIS 62812
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: B18-236 REVISED
Issuing Office File Number: B18-236
Property Address: Vacant Land, Franklin County, IL

SCHEDULE A

1. Commitment Date: May 14, 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)435-3668 Fax:(618)435-3667

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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 09-01-226-002. Taxes of record for 2017 payable in 2018 were: \$186.42, 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 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 CRP contracts, if any.
14. Memorandum of Lease by and between Sugar Camp Energy, and RGGGS Land & Minerals, LTD., L.P., successors to United States Steel Corporation who was successor by conversion to United States Steel LLC and remote successor to USX Corporation, dated July 29, 2005, filed November 6, 2006, as Document Number 2006-6919 in the Recorder's Office of Franklin County, Illinois.
- Supplemental Memorandum of Coal Lease by and between Sugar Camp Energy, and RGGGS Land & Minerals, LTD., L.P., successors to United States Steel Corporation who was successor by conversion to United States Steel LLC and remote successor to USX Corporation, dated August 4, 2008, filed August 12, 2008 as Document Number 2008-4441 in the Recorder's Office of Franklin County, Illinois.
15. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., dated November 18, 2010 and filed June 21, 2011 as Document Number 2011-2779 in the Recorder's Office of Franklin County, Illinois.
16. Agreement by and between Savatran, LLC and Akin Water District, dated April 8, 2008, filed April 17, 2008, as Document Number 2008-2103 and filed April 22, 2008 as Document Number 2008-2196 in the Recorder's Office of Franklin County, Illinois.
17. Subject to the reservation of Mining Rights and Easement Rights as shown in Special Warranty Deed filed February 5, 2015, as Document Number 2015-0592 in the Recorder's Office of Franklin County, Illinois.

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SCHEDULE B
(Continued)

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.
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. Memorandum of Surface Easement and Agreement granted to Sugar Camp Energy, LLC, dated August 10, 2018 and filed August 27, 2018, as Document Number 2018-3507, in the Recorder's Office of Franklin County, Illinois.
21. Memorandum of Surface Easement and Agreement granted to Sugar Camp Energy, LLC, dated August 10, 2018 and filed August 27, 2018, as Document Number 2018-3512, in the Recorder's Office of Franklin County, Illinois.
22. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Sugar Camp Energy, LLC, dated August 21, 2018, filed August 27, 2018, as Document Number 2018-3503, in the Franklin County Recorder's Office.
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 27, 2018, as Document Number 2018-3504, in the Franklin 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

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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: B18-236 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 (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION ONE (1) IN TOWNSHIP SIX (6) SOUTH, RANGE FOUR (4) EAST OF THE THIRD PRINCIPAL MERIDIAN (3RD P.M.), SITUATED IN FRANKLIN COUNTY, ILLINOIS. EXCEPT ALL COAL, OIL, GAS, AND OTHER MINERALS. LESS AND EXCEPT:

A PART OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION ONE (1), TOWNSHIP SIX (6) SOUTH, RANGE FOUR (4) EAST OF THE THIRD PRINCIPAL MERIDIAN (3RD P.M.), FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT A #5 REBAR MARKING THE NORTHEAST CORNER OF SAID SECTION 1, THENCE SOUTH 0° 12' 53" WEST, ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 105.94 FEET TO A #5 REBAR: THENCE SOUTH 46° 00'33" WEST, 774.87 FEET TO A #5 REBAR: THENCE SOUTHWESTERLY ALONG A NONTANGENTIAL CURVE WITH A RADIUS OF 4541.29 FEET WITH A LONG CHORD OF 784.73 FEET WITH A LONG CHORD BEARING OF SOUTH 9° 54' 02" WEST TO A #5 REBAR ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 85° 38' 33" WEST, 233.33 FEET TO A #5 REBAR; THENCE NORTHEASTERLY ALONG A NONTANGENTIAL CURVE WITH A RADIUS OF 4741.29 FEET WITH A LONG CHORD OF 942.09 FEET WITH A LONG CHORD BEARING OF NORTH 11° 23' 05" EAST TO A #5 REBAR; THENCE NORTH 46° 00' 33" EAST, 726.40 FEET TO A #5 REBAR ON THE NORTH LINE OF SAID SECTION 1; THENCE SOUTH 88° 35' 31" EAST, ALONG SAID NORTH LINE, 174.23 FEET TO THE SAID POINT OF BEGINNING.

INFORMATIONAL NOTE: Part of Property Record Number 09-01-226-002

Auction Tract 12
(Franklin County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: TITLE PROFESSIONALS, INC.
Issuing Office: 606 NORTH MAIN STREET, SUITE B, BENTON, ILLINOIS 62812
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: B18-237 REVISED
Issuing Office File Number: B18-237
Property Address: Vacant Land, Franklin County, IL

SCHEDULE A

1. Commitment Date: May 14, 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)435-3668 Fax:(618)435-3667

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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 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 09-01-226-002. Taxes of record for 2017 payable in 2018 were: \$186.42, 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 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 CRP contracts, if any.
14. Memorandum of Lease by and between Sugar Camp Energy, and RGGGS Land & Minerals, LTD., L.P., successors to United States Steel Corporation who was successor by conversion to United States Steel LLC and remote successor to USX Corporation, dated July 29, 2005, filed November 6, 2006, as Document Number 2006-6919 in the Recorder's Office of Franklin County, Illinois.
- Supplemental Memorandum of Coal Lease by and between Sugar Camp Energy, and RGGGS Land & Minerals, LTD., L.P., successors to United States Steel Corporation who was successor by conversion to United States Steel LLC and remote successor to USX Corporation, dated August 4, 2008, filed August 12, 2008 as Document Number 2008-4441 in the Recorder's Office of Franklin County, Illinois.
15. Right of Way Easement granted to Southeastern Illinois Electric Cooperative, Inc., dated November 18, 2010 and filed June 21, 2011 as Document Number 2011-2779 in the Recorder's Office of Franklin County, Illinois.
16. Agreement by and between Savatran, LLC and Akin Water District, dated April 8, 2008, filed April 17, 2008, as Document Number 2008-2103 and filed April 22, 2008 as Document Number 2008-2196 in the Recorder's Office of Franklin County, Illinois.
17. Subject to the reservation of Mining and Easement Rights as shown in Special Warranty Deed filed February 5, 2015, as Document Number 2015-0592 in the Recorder's Office of Franklin County, Illinois.
18. *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)

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 Sugar Camp Energy, LLC, dated August 21, 2018, filed August 27, 2018, as Document Number 2018-3503, in the Franklin County Recorder's Office.
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 27, 2018, as Document Number 2018-3504, in the Franklin County Recorder's Office.
22. Memorandum of Surface Easement and Agreement granted to Sugar Camp Energy, LLC, dated August 10, 2018 and filed August 27, 2018, as Document Number 2018-3512, in the Recorder's Office of Franklin County, Illinois.
23. Memorandum of Surface Easement and Agreement granted to Sugar Camp Energy, LLC, dated August 10, 2018 and filed August 27, 2018, as Document Number 2018-3507, in the Recorder's Office of Franklin 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

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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: B18-237 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 (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION ONE (1) IN TOWNSHIP SIX (6) SOUTH, RANGE FOUR (4) EAST OF THE THIRD PRINCIPAL MERIDIAN (3RD P.M.), SITUATED IN FRANKLIN COUNTY, ILLINOIS. EXCEPT ALL COAL, OIL, GAS, AND OTHER MINERALS. LESS AND EXCEPT:

A PART OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION ONE (1), TOWNSHIP SIX (6) SOUTH, RANGE FOUR (4) EAST OF THE THIRD PRINCIPAL MERIDIAN (3RD P.M.), FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT A #5 REBAR MARKING THE NORTHEAST CORNER OF SAID SECTION 1, THENCE SOUTH 0° 12' 53" WEST, ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 105.94 FEET TO A #5 REBAR: THENCE SOUTH 46° 00'33" WEST, 774.87 FEET TO A #5 REBAR: THENCE SOUTHWESTERLY ALONG A NONTANGENTIAL CURVE WITH A RADIUS OF 4541.29 FEET WITH A LONG CHORD OF 784.73 FEET WITH A LONG CHORD BEARING OF SOUTH 9° 54' 02" WEST TO A #5 REBAR ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 85° 38' 33" WEST, 233.33 FEET TO A #5 REBAR; THENCE NORTHEASTERLY ALONG A NONTANGENTIAL CURVE WITH A RADIUS OF 4741.29 FEET WITH A LONG CHORD OF 942.09 FEET WITH A LONG CHORD BEARING OF NORTH 11° 23' 05" EAST TO A #5 REBAR; THENCE NORTH 46° 00' 33" EAST, 726.40 FEET TO A #5 REBAR ON THE NORTH LINE OF SAID SECTION 1; THENCE SOUTH 88° 35' 31" EAST, ALONG SAID NORTH LINE, 174.23 FEET TO THE SAID POINT OF BEGINNING.

INFORMATIONAL NOTE: A PART OF PROPERTY RECORD NUMBER 09-01-226-002

Auction Tract 13
(Franklin County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: TITLE PROFESSIONALS, INC.
Issuing Office: 606 NORTH MAIN STREET, SUITE B, BENTON, ILLINOIS 62812
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: B18-238 REVISED
Issuing Office File Number: B18-238
Property Address: Vacant Land, Franklin County, IL

SCHEDULE A

1. Commitment Date: May 14, 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)435-3668 Fax:(618)435-3667

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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 signed survey, once completed. This commitment is subject to additional exceptions and requirements 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 09-01-251-003. Taxes of record for 2017 payable in 2018 were: \$233.50, PAID OF RECORD. (Affects Additional Property)

Property Record Number 09-01-400-004. Taxes of record for 2017 payable in 2018 were: \$303.60, 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. Pipeline Right of Way in favor of Countrymark Cooperative, Inc. it's successors and Assigns by virtue of Right of Way Grants recorded in Oil and Gas Record D page 404 and Oil and Gas Record E page 84 and any assignments of pipeline rights of way, the last of which was recorded February 15, 2000 as Document Number 2000-778.
14. Agreement by and between Savatran, LLC and Akin Water District, dated April 8, 2008, filed April 17, 2008, as Document Number 2008-2103 and filed April 22, 2008 as Document Number 2008-2196 in the Recorder's Office of Franklin County, Illinois.
15. Subject to the terms, provisions, limitations, and restrictions as shown in Special Warranty Deed filed February 5, 2015, as Document Number 2015-0593 in the Recorder's Office of Franklin County, Illinois.
16. Matters of Plat of Survey by Donald L. Bullard, Illinois Professional Land Surveyor Number 2574, dated June 2, 2003, filed in the Recorder's Office of Franklin County, Illinois.
17. **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)

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.
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. (09-01-400-004 via 09-01-251-003)
20. **Subject to roads and railroad right of ways.
21. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Sugar Camp Energy, LLC, dated August 21, 2018, filed August 27, 2018, as Document Number 2018-3503, in the Franklin County Recorder's Office.
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 27, 2018, as Document Number 2018-3504, in the Franklin County Recorder's Office.
23. Memorandum of Surface Easement and Agreement granted to Sugar Camp Energy, LLC, dated August 10, 2018 and filed August 27, 2018, as Document Number 2018-3508, in the Recorder's Office of Franklin County, Illinois.
24. Memorandum of Surface Easement and Agreement granted to Sugar Camp Energy, LLC, dated August 10, 2018 and filed August 27, 2018, as Document Number 2018-3510, in the Recorder's Office of Franklin County, Illinois.
25. Memorandum of Surface Easement and Agreement granted to Sugar Camp Energy, LLC, dated August 10, 2018 and filed August 27, 2018, as Document Number 2018-3511, in the Recorder's Office of Franklin 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 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: B18-238 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 1/4) OF THE NORTHEAST QUARTER (NE 1/4) EXCEPT THAT PART DESCRIBED AS BEGINNING 465 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) AT AN IRON PIN; THENCE RUNNING SOUTH PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) A DISTANCE OF 185 FEET TO AN IRON PIN; THENCE RUNNING EAST PARALLEL TO THE NORTH LINE OF THE SAID SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) A DISTANCE OF 133 FEET TO AN IRON PIN; THENCE RUNNING NORTH PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) A DISTANCE OF 185 FEET TO AN IRON PIN; THENCE RUNNING WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) A DISTANCE OF 133 FEET TO THE PLACE OF BEGINNING;

AND THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);

ALL IN SECTION 1; TOWNSHIP SIX (6) SOUTH, RANGE FOUR (4) EAST OF THE THIRD PRINCIPAL MERIDIAN.

SITUATED IN FRANKLIN COUNTY, ILLINOIS. EXCEPT ALL COAL, OIL, GAS, AND OTHER MINERALS.

LESS AND EXCEPT:

A PART OF THE NORTH ONE-HALF OF SECTION 12 AND A PART OF THE EAST ONE-HALF OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN FRANKLIN COUNTY, IL, AND FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT A #5 REBAR MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 102, THENCE NORTH 0° 35' 08" EAST, ALONG THE WEST LINE OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12 A DISTANCE OF 136.77 FEET TO A #5 REBAR; THENCE NORTHEASTERLY ALONG A NONTANGENTIAL CURVE WITH A RADIUS OF 1373.57 FEET WITH A LONG CHORD OF 965.11 FEET WITH A LONG CHORD BEARING OF NORTH 29° 07' 27" EAST TO A #5 REBAR; THENCE NORTH 8° 33' 23" EAST, 2108.19 FEET TO A #5 REBAR; THENCE NORTHEASTERLY ALONG A NONTANGENTIAL CURVE WITH A RADIUS OF 4483.75 FEET WITH A LONG CHORD OF 1614.94 FEET WITH ALONG CHORD BEARING OF NORTH 18° 55' 53" EAST TO A #5 REBAR; THENCE SOUTH 87° 17' 44" EAST, 46.07 FEET TO A #5 REBAR ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 0° 19' 22" EAST, ALONG SAID EAST LINE, 413.71 FEET TO A #5 REBAR; THENCE SOUTHWESTERLY ALONG A NONTANGENTIAL CURVE WITH A RADIUS OF 4658.75 FEET WITH A LONG CHORD OF 2053.15 FEET WITH A LONG CHORD BEARING OF SOUTH 21° 17' 10" WEST, TO A #5 REBAR; THENCE SOUTH 8° 33' 23" WEST, 2108.19 FEET TO A #5 REBAR; THENCE SOUTHWESTERLY ALONG A NONTANGENTIAL CURVE WITH A RADIUS OF 1198.57 FEET WITH A LONG CHORD OF 1226.70 FEET WITH A LONG CHORD BEARING OF SOUTH 39° 20' 09" WEST, TO A #5 REBAR; THENCE SOUTH 76° 39'

EXHIBIT A
(Continued)

Commitment Number: B18-238 REVISED

56" WEST, 180.58 FEET TO A #5 REBAR; THENCE NORTH 87° 24' 39" WEST, 682.54 FEET TO A #5 REBAR ON THE WEST LINE OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE SOUTH 1° 02' 41" WEST ALONG SAID WEST LINE 222.80 FEET TO A #5 REBAR; THENCE SOUTH 88° 52' 17" EAST, 319.63 FEET TO A #5 REBAR; THENCE NORTHEASTERLY ALONG A NONTANGENTIAL CURVE WITH A RADIUS OF 1373.57 FEET WITH A LONG CHORD OF 1071.67 FEET WITH A LONG CHORD BEARING OF NORTH 72° 39' 11" EAST TO THE SAID POINT OF BEGINNING.

ALSO EXCEPT ALL RAILROAD RIGHT OF WAYS.

INFORMATIONAL NOTE: PART OF PROPERTY RECORD NUMBERS 09-01-251-003 & 09-01-400-004

Auction Tract 14
(Franklin County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: TITLE PROFESSIONALS, INC.
Issuing Office: 606 NORTH MAIN STREET, SUITE B, BENTON, ILLINOIS 62812
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: B18-239 REVISED
Issuing Office File Number: B18-239
Property Address: Vacant Land, Franklin County, IL

SCHEDULE A

1. Commitment Date: May 14, 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)435-3668 Fax:(618)435-3667

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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 09-01-400-004. Taxes of record for 2017 payable in 2018 were: \$303.76, PAID OF RECORD. (affects additional property)

Property Record Number 09-01-300-003. Taxes of record for 2017 payable in 2018 were: \$335.14, PAID OF RECORD.

Property Record Number 09-12-100-007. Taxes of record for 2017 payable in 2018 were: \$249.98, PAID OF RECORD. (affects additional property)

Property Record Number 09-12-200-008. Taxes of record for 2017 payable in 2018 were: \$101.26, 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 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. Pipeline Right of Way in favor of Countrymark Cooperative, Inc. it's successors and Assigns by virtue of Right of Way Grants recorded in Oil and Gas Record D page 404 and Oil and Gas Record E page 84 and any assignments of pipeline rights of way, the last of which was recorded February 15, 2000 as Document Number 2000-778.
16. Agreement by and between Savatran, LLC and Akin Water District, dated April 8, 2008, filed April 17, 2008, as Document Number 2008-2103 and filed April 22, 2008 as Document Number 2008-2196 in the Recorder's Office of Franklin County, Illinois.

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SCHEDULE B
(Continued)

17. Subject to the reservation of Mineral Rights as shown in Special Warranty Deed filed February 5, 2015, as Document Number 2015-0593 in the Recorder's Office of Franklin County, Illinois.
18. Matters of Plat of Survey by Donald L. Bullard, Illinois Professional Land Surveyor Number 2574, dated June 2, 2003, filed in the Recorder's Office of Franklin 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.(09-01-400-004 via 09-01-300-003)
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. (09-12-200-008 via 09-12-100-007)
21. 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.
22. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Sugar Camp Energy, LLC, dated August 21, 2018, filed August 27, 2018, as Document Number 2018-3503, in the Franklin County Recorder's Office.
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 27, 2018, as Document Number 2018-3504, in the Franklin County Recorder's Office.
24. Memorandum of Surface Easement and Agreement granted to Sugar Camp Energy, LLC, dated August 10, 2018 and filed August 27, 2018, as Document Number 2018-3506, in the Recorder's Office of Franklin County, Illinois.
25. Memorandum of Surface Easement and Agreement granted to Sugar Camp Energy, LLC, dated August 10, 2018 and filed August 27, 2018, as Document Number 2018-3509, in the Recorder's Office of Franklin County, Illinois.
26. Memorandum of Surface Easement and Agreement granted to Sugar Camp Energy, LLC, dated August 10, 2018 and filed August 27, 2018, as Document Number 2018-3510, in the Recorder's Office of Franklin County, Illinois.
27. Memorandum of Surface Easement and Agreement granted to Sugar Camp Energy, LLC, dated August 10, 2018 and filed August 27, 2018, as Document Number 2018-3511, in the Recorder's Office of Franklin 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 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: B18-239 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 NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4); THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4); AND THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), IN SECTION 1; TOWNSHIP SIX (6) SOUTH, RANGE FOUR (4) EAST OF THE THIRD PRINCIPAL MERIDIAN. SITUATED IN FRANKLIN COUNTY, ILLINOIS. EXCEPT ALL COAL, OIL, GAS, AND OTHER MINERALS.

INFORMATIONAL NOTE: A PART OF PROPERTY RECORD NUMBER 09-01-400-004 & PROPERTY RECORD NUMBER 09-01-300-003

AND

THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4); THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4); AND THE NORTH THREE-FOURTHS (N 3/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4), EXCEPT THAT PART OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AND THE NORTH THREE-FOURTHS (N 3/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) DESCRIBED AS BEGINNING AT A POST IN THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4); THENCE SOUTH 1393 FEET, MORE OR LESS, TO A FENCE; THENCE EAST 665 FEET, MORE OR LESS, WITH A FENCE; THENCE IN A NORTHERLY DIRECTION 773 FEET, MORE OR LESS, WITH A FENCE; THENCE EAST 350 FEET, MORE OR LESS, WITH A FENCE; THENCE NORTH 660 FEET, MORE OR LESS, WITH A FENCE; THENCE WEST 1105 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN SECTION 12. ALL IN TOWNSHIP 6 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN FRANKLIN COUNTY, ILLINOIS. EXCEPT ALL COAL, OIL, GAS, AND OTHER MINERALS.

LESS AND EXCEPT:

A PART OF THE NORTH ONE-HALF OF SECTION 12 AND A PART OF THE EAST ONE-HALF OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN FRANKLIN COUNTY, IL, AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A #5 REBAR MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12, THENCE NORTH 0° 35' 08" EAST, ALONG THE WEST LINE OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12 A DISTANCE OF 136.77 FEET TO A #5 REBAR; THENCE NORTHEASTERLY ALONG A NONTANGENTIAL CURVE WITH A RADIUS OF 1373.57 FEET WITH A LONG CHORD OF 965.11 FEET WITH A LONG CHORD BEARING OF NORTH 29° 07' 27" EAST TO A #5 REBAR; THENCE NORTH 8° 33' 23" EAST, 2108.19 FEET TO A #5 REBAR; THENCE NORTHEASTERLY ALONG A NONTANGENTIAL CURVE WITH A RADIUS OF 4483.75 FEET WITH A LONG CHORD OF 1614.94 FEET WITH ALONG CHORD BEARING OF NORTH 18° 55' 53" EAST TO A #5 REBAR; THENCE SOUTH 87° 17' 44" EAST, 46.07 FEET TO A #5 REBAR ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 0° 19' 22" EAST, ALONG SAID EAST LINE, 413.71 FEET TO A #5 REBAR; THENCE

EXHIBIT A
(Continued)

Commitment Number: B18-239 REVISED

SOUTHWESTERLY ALONG A NONTANGENTIAL CURVE WITH A RADIUS OF 4658.75 FEET WITH A LONG CHORD OF 2053.15 FEET WITH A LONG CHORD BEARING OF SOUTH 21° 17' 10" WEST, TO A #5 REBAR; THENCE SOUTH 8° 33' 23" WEST, 2108.19 FEET TO A #5 REBAR; THENCE SOUTHWESTERLY ALONG A NONTANGENTIAL CURVE WITH A RADIUS OF 1198.57 FEET WITH A LONG CHORD OF 1226.70 FEET WITH A LONG CHORD BEARING OF SOUTH 39° 20' 09" WEST, TO A #5 REBAR; THENCE SOUTH 76° 39' 56" WEST, 180.58 FEET TO A #5 REBAR; THENCE NORTH 87° 24' 39" WEST, 682.54 FEET TO A #5 REBAR ON THE WEST LINE OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE SOUTH 1° 02' 41" WEST ALONG SAID WEST LINE 222.80 FEET TO A #5 REBAR; THENCE SOUTH 88° 52' 17" EAST, 319.63 FEET TO A #5 REBAR; THENCE NORTHEASTERLY ALONG A NONTANGENTIAL CURVE WITH A RADIUS OF 1373.57 FEET WITH A LONG CHORD OF 1071.67 FEET WITH A LONG CHORD BEARING OF NORTH 72° 39' 11" EAST TO THE SAID POINT OF BEGINNING.

ALSO EXCEPT ALL RAILROAD RIGHT OF WAYS.

INFORMATIONAL NOTE: A PART OF PROPERTY RECORD NUMBERS 09-12-100-007 & 09-12-200-008

Auction Tract 15
(Franklin County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: TITLE PROFESSIONALS, INC.
Issuing Office: 606 NORTH MAIN STREET, SUITE B, BENTON, ILLINOIS 62812
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: B18-240 REVISED
Issuing Office File Number: B18-240
Property Address: Vacant Land, Franklin County, IL

SCHEDULE A

1. Commitment Date: May 14, 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)435-3668 Fax:(618)435-3667

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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 09-01-251-003 . Taxes of record for 2017 payable in 2018 were: \$233.50, PAID OF RECORD. (affects additional property)

Property Record Number 09-01-400-004. Taxes of record for 2017 payable in 2018 were: \$303.76, PAID OF RECORD. (affects additional property)

Property Record Number 09-12-100-007. Taxes of record for 2017 payable in 2018 were: \$249.98, PAID OF RECORD. (affects additional property)

Property Record Number 09-12-200-008. Taxes of record for 2017 payable in 2018 were: \$101.26, 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 CRP contracts, if any.
13. Pipeline Right of Way in favor of Countrymark Cooperative, Inc. it's successors and Assigns by virtue of Right of Way Grants recorded in Oil and Gas Record D page 404 and Oil and Gas Record E page 84 and any assignments of pipeline rights of way, the last of which was recorded February 15, 2000 as Document Number 2000-778.
14. Agreement by and between Savatran, LLC and Akin Water District, dated April 8, 2008, filed April 17, 2008, as Document Number 2008-2103 and filed April 22, 2008 as Document Number 2008-2196 in the Recorder's Office of Franklin County, Illinois.
15. Subject to the reservation of Mining Rights as shown in Special Warranty Deed filed February 5, 2015, as Document Number 2015-0593 in the Recorder's Office of Franklin County, Illinois
16. Matters of Plat of Survey by Donald L. Bullard, Illinois Professional Land Surveyor Number 2574, dated June 2, 2003, filed in the Recorder's Office of Franklin County, Illinois.

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SCHEDULE B
(Continued)

17. *Subject to the rights of tenants in possession, if any.
18. *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.
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. (09-01-400-004 via 09-01-251-003)
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. (09-12-200-008 via 09-12-100-007)
21. 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.
22. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Sugar Camp Energy, LLC, dated August 21, 2018, filed August 27, 2018, as Document Number 2018-3503, in the Franklin County Recorder's Office.
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 27, 2018, as Document Number 2018-3504, in the Franklin County Recorder's Office.
24. Memorandum of Surface Easement and Agreement granted to Sugar Camp Energy, LLC, dated August 10, 2018 and filed August 27, 2018, as Document Number 2018-3508, in the Recorder's Office of Franklin County, Illinois.
25. Memorandum of Surface Easement and Agreement granted to Sugar Camp Energy, LLC, dated August 10, 2018 and filed August 27, 2018, as Document Number 2018-3510, in the Recorder's Office of Franklin County, Illinois.
26. Memorandum of Surface Easement and Agreement granted to Sugar Camp Energy, LLC, dated August 10, 2018 and filed August 27, 2018, as Document Number 2018-3511, in the Recorder's Office of Franklin 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 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: B18-240 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 1/4) OF THE NORTHEAST QUARTER (NE 1/4) EXCEPT THAT PART DESCRIBED AS BEGINNING 465 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) AT AN IRON PIN; THENCE RUNNING SOUTH PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) A DISTANCE OF 185 FEET TO AN IRON PIN; THENCE RUNNING EAST PARALLEL TO THE NORTH LINE OF THE SAID SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) A DISTANCE OF 133 FEET TO AN IRON PIN; THENCE RUNNING NORTH PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) A DISTANCE OF 185 FEET TO AN IRON PIN; THENCE RUNNING WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) A DISTANCE OF 133 FEET TO THE PLACE OF BEGINNING;

AND

THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4); AND THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4); IN SECTION 1; TOWNSHIP SIX (6) SOUTH, RANGE FOUR (4) EAST OF THE THIRD PRINCIPAL MERIDIAN. SITUATED IN FRANKLIN COUNTY, ILLINOIS. EXCEPT ALL COAL, OIL, GAS, AND OTHER MINERALS.

INFORMATIONAL NOTE: A PART OF PROPERTY RECORD NUMBERS 09-001-251-003 & 09-01-400-004

AND

THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4); THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4); AND THE NORTH THREE-FOURTHS (N 3/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4), EXCEPT THAT PART OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AND THE NORTH THREE-FOURTHS (N 3/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) DESCRIBED AS BEGINNING AT A POST IN THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4); THENCE SOUTH 1393 FEET, MORE OR LESS, TO A FENCE; THENCE EAST 665 FEET, MORE OR LESS, WITH A FENCE; THENCE IN A NORTHERLY DIRECTION 773 FEET, MORE OR LESS, WITH A FENCE; THENCE EAST 350 FEET, MORE OR LESS, WITH A FENCE; THENCE NORTH 660 FEET, MORE OR LESS, WITH A FENCE; THENCE WEST 1105 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN SECTION 12. ALL IN TOWNSHIP 6 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN FRANKLIN COUNTY, ILLINOIS. EXCEPT ALL COAL, OIL, GAS, AND OTHER MINERALS.

LESS AND EXCEPT:

A PART OF THE NORTH ONE-HALF OF SECTION 12 AND A PART OF THE EAST ONE-HALF OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN FRANKLIN

EXHIBIT A
(Continued)

Commitment Number: B18-240 REVISED

COUNTY, IL, AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A #5 REBAR MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12, THENCE NORTH 0° 35' 08" EAST, ALONG THE WEST LINE OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12 A DISTANCE OF 136.77 FEET TO A #5 REBAR; THENCE NORTHEASTERLY ALONG A NONTANGENTIAL CURVE WITH A RADIUS OF 1373.57 FEET WITH A LONG CHORD OF 965.11 FEET WITH A LONG CHORD BEARING OF NORTH 29° 07' 27" EAST TO A #5 REBAR; THENCE NORTH 8° 33' 23" EAST, 2108.19 FEET TO A #5 REBAR; THENCE NORTHEASTERLY ALONG A NONTANGENTIAL CURVE WITH A RADIUS OF 4483.75 FEET WITH A LONG CHORD OF 1614.94 FEET WITH ALONG CHORD BEARING OF NORTH 18° 55' 53" EAST TO A #5 REBAR; THENCE SOUTH 87° 17' 44" EAST, 46.07 FEET TO A #5 REBAR ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTH 0° 19' 22" EAST, ALONG SAID EAST LINE, 413.71 FEET TO A #5 REBAR; THENCE SOUTHWESTERLY ALONG A NONTANGENTIAL CURVE WITH A RADIUS OF 4658.75 FEET WITH A LONG CHORD OF 2053.15 FEET WITH A LONG CHORD BEARING OF SOUTH 21° 17' 10" WEST, TO A #5 REBAR; THENCE SOUTH 8° 33' 23" WEST, 2108.19 FEET TO A #5 REBAR; THENCE SOUTHWESTERLY ALONG A NONTANGENTIAL CURVE WITH A RADIUS OF 1198.57 FEET WITH A LONG CHORD OF 1226.70 FEET WITH A LONG CHORD BEARING OF SOUTH 39° 20' 09" WEST, TO A #5 REBAR; THENCE SOUTH 76° 39' 56" WEST, 180.58 FEET TO A #5 REBAR; THENCE NORTH 87° 24' 39" WEST, 682.54 FEET TO A #5 REBAR ON THE WEST LINE OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE SOUTH 1° 02' 41" WEST ALONG SAID WEST LINE 222.80 FEET TO A #5 REBAR; THENCE SOUTH 88° 52' 17" EAST, 319.63 FEET TO A #5 REBAR; THENCE NORTHEASTERLY ALONG A NONTANGENTIAL CURVE WITH A RADIUS OF 1373.57 FEET WITH A LONG CHORD OF 1071.67 FEET WITH A LONG CHORD BEARING OF NORTH 72° 39' 11" EAST TO THE SAID POINT OF BEGINNING.

ALSO EXCEPT ALL RAIL ROAD RIGHT OF WAYS.

INFORMATIONAL NOTE: A PART OF PROPERTY RECORD NUMBERS 09-12-100-007 & 09-12-200-008

Auction Tract 16
(Franklin County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: TITLE PROFESSIONALS, INC.
Issuing Office: 606 NORTH MAIN STREET, SUITE B, BENTON, ILLINOIS 62812
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: B18-241 REVISED 3
Issuing Office File Number: B18-241
Property Address: Vacant Land, Franklin County, IL

SCHEDULE A

1. Commitment Date: May 14, 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)435-3668 Fax:(618)435-3667

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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 signed survey once completed. This commitment is subject to additional exceptions and requirements 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 13-22-300-013. Taxes of record for 2017 payable in 2018 were: \$291.90, PAID OF RECORD. (Tracts 1 & 2, Pt. Tracts 3 & 4) (affects additional property)

Property Record Number 13-22-400-003. Taxes of record for 2017 payable in 2018 were: \$230.16, PAID OF RECORD. (Pt. Tracts 3 & 4) (affects additional property)

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

Easement Taxes:

Property Record Number 13-22-300-012. Taxes of record for 2017 payable in 2018 are: \$489.54, with the first installment of taxes PAID OF RECORD and the second installment of taxes NOT PAID OF RECORD. (affects easement) (assessed to Savatran, LLC)

Property Record Number 13-22-400-007. Taxes of record for 2017 payable in 2018 are: \$226.14, with the first installment of taxes PAID OF RECORD and the second installment of taxes NOT PAID OF RECORD. (affects easement and additional property) (assessed to Savatran, LLC)

The second installment of taxes is due September 28, 2018.

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. Right of Way Grant granted to Central Illinois Public Service Company, dated December 5, 1990 and filed December 11, 1990 as Document Number 90-6752 in the Recorder's Office of Franklin County, Illinois.
16. Right of Way Grant granted to Central Illinois Public Service Company, dated December 5, 1990 and filed December 11, 1990 as Document Number 90-6753 in the Recorder's Office of Franklin County, Illinois.
17. Agreement by and between Savatran, LLC and Akin Water District, dated April 8, 2008, filed April 17, 2008, as Document Number 2008-2103 and filed April 22, 2008 as Document Number 2008-2196 in the Recorder's Office of Franklin County, Illinois.
18. Matters of Plat of Survey by Donald L. Bullard, Illinois Professional Land Surveyor Number 2574, as shown in Warranty Deed, filed November 6, 2009, as Document Number 2009-5485 in the Recorder's Office of Franklin County, Illinois.
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. Subject to the reservation of Mining Rights and Easement Rights as shown in Special Warranty Deed filed February 5, 2015, as Document Number 2015-0596 in the Recorder's Office of Franklin County, Illinois.
21. Easement or Right-of-Way for Access to Property granted to New River Royalty, LLC, dated August 21, 2018 and filed August 27, 2018, as Document Number 2018-3505, in the Recorder's Office of Franklin County, Illinois.
22. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Sugar Camp Energy, LLC, dated August 21, 2018, filed August 27, 2018, as Document Number 2018-3503, in the Franklin County Recorder's Office.
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 27, 2018, as Document Number 2018-3504, in the Franklin 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. (Tracts 1 & 2 Via Tract 3)
25. Rights of the adjoining owner or owners to the concurrent use of said easement described herein.

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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: B18-241 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 DESCRIBED PROPERTY:

A PART OF THE NORTHWEST QUARTER (NW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-TWO (22), TOWNSHIP SEVEN (7) SOUTH, RANGE FOUR (4) EAST OF THE THIRD PRINCIPAL MERIDIAN, FRANKLIN COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT A #5 REBAR MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1050.86 FEET TO A #5 REBAR AT THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 06 MINUTES 10 SECONDS EAST, 932.45 FEET TO A #5 REBAR, THENCE SOUTHEASTERLY ALONG A NONTANGENTIAL CURVE DEFLECTING TO THE LEFT WITH A RADIUS OF 1364.97 FEET WITH A LONG CHORD OF 399.63 FEET WITH A LONG CHORD BEARING OF SOUTH 8 DEGREES 31 MINUTES 16 SECONDS EAST TO A #5 REBAR ON THE SOUTH LINE OF NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 89 DEGREES, 58 MINUTES 12 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 157.68 FEET TO A #5 REBAR, THENCE NORTHWESTERLY ALONG A NONTANGENTIAL CURVE DEFLECTING TO THE RIGHT WITH A RADIUS OF 1214.97 FEET WITH A LONG CHORD OF 401.03 FEET WITH A LONG CHORD BEARING OF NORTH 9 DEGREES 36 MINUTES 10 SECONDS WEST TO A #5 REBAR; THENCE NORTH 0 DEGREES 06 MINUTES 10 SECONDS WEST, 933.26 FEET TO A #5 REBAR ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 35 MINUTES 25 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 150.00 FEET TO THE SAID POINT OF BEGINNING. SITUATED IN FRANKLIN COUNTY, ILLINOIS. EXCEPT ALL COAL, OIL, GAS, AND OTHER MINERALS.

INFORMATIONAL NOTE: A PART OF PROPERTY RECORD NUMBER 13-22-300-013

TRACT 2: (FOR INFORMATIONAL PURPOSES ONLY)

A PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

A PART OF THE NORTHWEST QUARTER (NW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-TWO (22), TOWNSHIP SEVEN (7) SOUTH, RANGE FOUR (4) EAST OF THE THIRD PRINCIPAL MERIDIAN, FRANKLIN COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT A #5 REBAR MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1200.86 FEET TO A #5 REBAR AT THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 133.57 FEET TO A #4 REBAR, THENCE SOUTH 0 DEGREES 02 MINUTES 48 SECONDS EAST, 1329.58 FEET TO A #4 REBAR; THENCE SOUTH 89 DEGREES 58 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF

EXHIBIT A
(Continued)

Commitment Number: B18-241 REVISED 3

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 66.07 FEET TO A #5 REBAR; THENCE NORTHWESTERLY ALONG A NONTANGENTIAL CURVE DEFLECTING TO THE RIGHT WITH A RADIUS OF 1214.97 FEET WITH A LONG CHORD OF 401.03 FEET WITH A LONG CHORD BEARING OF NORTH 9 DEGREES 36 MINUTES 10 SECONDS WEST TO A #5 REBAR; THENCE NORTH 0 DEGREES 06 MINUTES 10 SECONDS WEST, 933.26 FEET TO A #5 REBAR, TO THE SAID POINT OF BEGINNING. SITUATED IN FRANKLIN COUNTY, ILLINOIS. EXCEPT ALL COAL, OIL, GAS, AND OTHER MINERALS.

INFORMATIONAL NOTE: A PART OF PROPERTY RECORD NUMBER 13-22-300-013

TRACT 3: (FOR INFORMATIONAL PURPOSES ONLY)

A PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

A PART OF THE SOUTH ONE HALF OF THE SOUTH ONE HALF OF SECTION TWENTY-TWO (22), TOWNSHIP SEVEN (7) SOUTH, RANGE FOUR (4) EAST OF THE THIRD PRINCIPAL MERIDIAN, FRANKLIN COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT A #5 REBAR MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 58 MINUTES 12 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH ONE HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 2020.57 FEET TO A #5 REBAR; THENCE SOUTH 0 DEGREES 20 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF THE NORTH 10 ACRES OF THE EAST ONE HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 22 TO A #5 REBAR ON THE NORTH LINE OF A TRACT OF LAND RECORDED IN DEED BOOK 2007 PAGE 6200 IN THE FRANKLIN COUNTY RECORDER'S OFFICE; THENCE NORTH 89 DEGREES 53 MINUTES 04 SECONDS EAST, ALONG SAID NORTH LINE, 669.22 FEET TO A #5 REBAR; THENCE NORTH 0 DEGREES 36 MINUTES 20 SECONDS WEST, ALONG SAID NORTH LINE, 7.26 FEET TO A #5 REBAR; THENCE NORTH 89 DEGREES 52 MINUTES 43 SECONDS EAST ALONG SAID NORTH LINE, 36.62 FEET TO A #5 REBAR; THENCE SOUTHEASTERLY ALONG A TANGENTIAL CURVE DEFLECTING TO THE RIGHT WITH A RADIUS OF 3340.80 FEET WITH A LONG CHORD OF 180.23 FEET WITH A LONG CHORD BEARING OF SOUTH 88 DEGREES 34 MINUTES 12 SECONDS EAST ALONG SAID NORTH LINE, TO A #5 REBAR; THENCE SOUTH 87 DEGREES 01 MINUTES 27 SECONDS EAST ALONG SAID NORTH LINE, 2452.00 FEET TO A #5 REBAR ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE NORTH 0 DEGREES 58 MINUTES 01 SECONDS WEST ALONG THE EAST LINE, 591.25 FEET TO A #4 REBAR AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE SOUTH 89 DEGREES 58 MINUTES 12 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 1307.10 FEET TO THE SAID POINT OF BEGINNING. SITUATED IN FRANKLIN COUNTY, ILLINOIS. EXCEPT ALL COAL, OIL, GAS, AND OTHER MINERALS.

INFORMATIONAL NOTE: A PART OF PROPERTY RECORD NUMBERS 13-22-300-013 & 13-22-400-003

TRACT 4: (FOR INFORMATIONAL PURPOSES ONLY)

A PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

A PART OF THE SOUTH ONE HALF OF THE SOUTH ONE HALF OF SECTION TWENTY-TWO (22), TOWNSHIP SEVEN (7) SOUTH, RANGE FOUR (4) EAST OF THE THIRD PRINCIPAL MERIDIAN, FRANKLIN

EXHIBIT A
(Continued)

Commitment Number: B18-241 REVISED 3

COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A #5 REBAR MARKING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 52 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 1322.07 FEET TO A #5 REBAR; THENCE NORTH 0 DEGREES 58 MINUTES 01 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 537.47 FEET TO A #5 REBAR ON THE SOUTH LINE OF A TRACT RECORDED IN DEED BOOK 2007 PAGE 6200 IN THE FRANKLIN COUNTY RECORDER'S OFFICE; THENCE NORTH 87 DEGREES 01 MINUTES 27 SECONDS WEST, ALONG SAID SOUTH LINE, 2465.78 FEET TO A #5 REBAR; THENCE NORTHWESTERLY ALONG A TANGENTIAL CURVE DEFLECTING TO THE LEFT WITH A RADIUS OF 3140.80 WITH A LONG CHORD OF 169.44 FEET WITH A LONG CHORD BEARING OF NORTH 88 DEGREES 34 MINUTES 12 SECONDS WEST ALONG SAID SOUTH LINE TO A #5 REBAR; THENCE SOUTH 89 DEGREES 53 MINUTES 25 SECONDS WEST ALONG SAID SOUTH LINE, 34.90 FEET TO A #5 REBAR ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 0 DEGREES 36 MINUTES 20 SECONDS EAST ALONG SAID WEST LINE, 672.61 FEET TO A #5 REBAR AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTH 0 DEGREES 09 MINUTES 01 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 661.20 FEET TO A #5 REBAR ON THE SOUTH LINE OF THE NORTH ONE HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST ALONG SAID SOUTH LINE, 1344.92 FEET TO A #5 REBAR ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, THENCE NORTH A DISTANCE OF 660.97 FEET TO THE SAID POINT OF BEGINNING. SITUATED IN FRANKLIN COUNTY, ILLINOIS. EXCEPT ALL COAL, OIL, GAS, AND OTHER MINERALS.

INFORMATIONAL NOTE: A PART OF PROPERTY RECORD NUMBERS 13-22-300-013 & 13-22-400-003

Also, an easement for access described as:

Part of the West Half (W ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section Twenty-two (22), Township Seven (7) South, Range Four (4) East of the Third Principal Meridian, more particularly described as follows, to-wit: A 200 foot railroad right of way through the West Half (W ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼), and more particularly described as follows:

The South 200 feet of the North Half (N ½) of the West Half (W ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼);

Part of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) and part of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) and part of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼), more particularly described as follows:

A 200 foot strip of land across the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) and the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section Twenty-two (22), Township Seven (7) South, Range Four (4) East of the Third Principal Meridian, being 100 feet on each side of a centerline beginning at a point 772.61 feet North of the Southwest corner of said Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼), thence Easterly for a distance of 35.76 feet, thence on a curve to the right having a radius of 2,864.93 feet and a length of 166.14 feet, thence Easterly for a distance of 2,459.09 feet, more or less, to a point in the East line of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section

EXHIBIT A
(Continued)

Commitment Number: B18-241 REVISED 3

22, said point being 638.10 feet North of the Southeast corner of said Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 22, Township 7 South, Range 4 East of the Third Principal Meridian;

The South 200 feet of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-two (22), Township Seven (7) South, Range Four (4) East of the Third Principal Meridian.

All being situated in Franklin County, Illinois. Except all coal, oil, gas and other minerals.

Auction Tract 17
(Franklin County, Illinois)

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: TITLE PROFESSIONALS, INC.
Issuing Office: 606 NORTH MAIN STREET, SUITE B, BENTON, ILLINOIS 62812
ALTA® Universal ID: 1068820
Loan ID Number:
Commitment Number: B18-242 REVISED 3
Issuing Office File Number: B18-242
Property Address: Vacant Land, Franklin County, IL

SCHEDULE A

1. Commitment Date: May 14, 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)435-3668 Fax:(618)435-3667

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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. This commitment is subject to additional exceptions and requirements upon receipt. (Affects Tracts 1-4)

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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 13-22-300-013. Taxes of record for 2017 payable in 2018 were: \$291.90, PAID OF RECORD. (Tracts 1 & 2 and pt of Tracts 3 & 4) (affects additional property)

Property Record Number 13-22-400-003. Taxes of record for 2017 payable in 2018 were: \$230.16, PAID OF RECORD. (Pt Tracts 3 & 4) (affects additional property)

Property Record Number 13-27-100-006. Taxes of record for 2017 payable in 2018 were: \$143.58, PAID OF RECORD. (Pt Tract 4)

Property Record Number 13-27-200-001. Taxes of record for 2017 payable in 2018 were: \$5,272.74, PAID OF RECORD. (Tract 5)

Taxes: The lien for General Taxes for the year 2017 and thereafter.

Easement Taxes:

Property Record Number 13-22-300-012. Taxes of record for 2017 payable in 2018 are: \$489.54, with the first installment of taxes PAID OF RECORD and the second installment of taxes NOT PAID OF RECORD. (affects easement) (assessed to Savatran, LLC)

Property Record Number 13-22-400-007. Taxes of record for 2017 payable in 2018 are: \$226.14, with the first installment of taxes PAID OF RECORD and the second installment of taxes NOT PAID OF RECORD. (affects easement and additional property) (assessed to Savatran, LLC)

The second installment of taxes is due September 28, 2018.

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 the rights of tenants in possession, if any.
12. *Subject to CRP contracts, if any.

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SCHEDULE B
(Continued)

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. Right of Way Grant granted to Central Illinois Public Service Company, dated December 5, 1990 and filed December 11, 1990 as Document Number 90-6753 in the Recorder's Office of Franklin County, Illinois. (Tract 3 & 4)
15. Agreement by and between Savatran, LLC and Akin Water District, dated April 8, 2008, filed April 17, 2008, as Document Number 2008-2103 and filed April 22, 2008 as Document Number 2008-2196 in the Recorder's Office of Franklin County, Illinois.
16. Matters of Plat of Survey by Donald L. Bullard, Illinois Professional Land Surveyor Number 2574, as shown in Warranty Deed, filed November 6, 2009, as Document Number 2009-5485 in the Recorder's Office of Franklin County, Illinois. (Tracts 1-4)
17. Subject to the reservation of Mining Rights and Easement Rights as shown in Special Warranty Deed filed February 5, 2015, as Document Number 2015-0595 in the Recorder's Office of Franklin County, Illinois. (Tract 5)
18. **Subject to roads and railroad right of ways.
19. Right of Way Grant granted to Central Illinois Public Service Company, dated December 5, 1990 and filed December 11, 1990 as Document Number 90-6752 in the Recorder's Office of Franklin County, Illinois. (affects Tract 4)
20. Subject to the reservation of Mining Rights and Easement Rights as shown in Special Warranty Deed filed February 5, 2015, as Document Number 2015-0596 in the Recorder's Office of Franklin County, Illinois. (Tracts 1-4)
21. Easement or Right-of-Way for Access to Property granted to New River Royalty, LLC, dated August 21, 2018 and filed August 27, 2018, as Document Number 2018-3505, in the Recorder's Office of Franklin County, Illinois.
22. Memorandum of Second Amended and Restated Mitigation Agreement by and between New River Royalty, LLC, and Sugar Camp Energy, LLC, dated August 21, 2018, filed August 27, 2018, as Document Number 2018-3503, in the Franklin County Recorder's Office.
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 27, 2018, as Document Number 2018-3504, in the Franklin County Recorder's Office.
24. Rights of the adjoining owner or owners to the concurrent use of said easement described herein.
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.

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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: B18-242 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 DESCRIBED PROPERTY:

A PART OF THE NORTHWEST QUARTER (NW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-TWO (22), TOWNSHIP SEVEN (7) SOUTH, RANGE FOUR (4) EAST OF THE THIRD PRINCIPAL MERIDIAN, FRANKLIN COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT A #5 REBAR MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1050.86 FEET TO A #5 REBAR AT THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 06 MINUTES 10 SECONDS EAST, 932.45 FEET TO A #5 REBAR, THENCE SOUTHEASTERLY ALONG A NONTANGENTIAL CURVE DEFLECTING TO THE LEFT WITH A RADIUS OF 1364.97 FEET WITH A LONG CHORD OF 399.63 FEET WITH A LONG CHORD BEARING OF SOUTH 8 DEGREES 31 MINUTES 16 SECONDS EAST TO A #5 REBAR ON THE SOUTH LINE OF NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 89 DEGREES, 58 MINUTES 12 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 157.68 FEET TO A #5 REBAR, THENCE NORTHWESTERLY ALONG A NONTANGENTIAL CURVE DEFLECTING TO THE RIGHT WITH A RADIUS OF 1214.97 FEET WITH A LONG CHORD OF 401.03 FEET WITH A LONG CHORD BEARING OF NORTH 9 DEGREES 36 MINUTES 10 SECONDS WEST TO A #5 REBAR; THENCE NORTH 0 DEGREES 06 MINUTES 10 SECONDS WEST, 933.26 FEET TO A #5 REBAR ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 35 MINUTES 25 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 150.00 FEET TO THE SAID POINT OF BEGINNING. SITUATED IN FRANKLIN COUNTY, ILLINOIS. EXCEPT ALL COAL, OIL, GAS, AND OTHER MINERALS.

INFORMATIONAL NOTE: A PART OF PROPERTY RECORD NUMBER 13-22-300-013

TRACT 2:(FOR INFORMATIONAL PURPOSES ONLY)

A PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

A PART OF THE NORTHWEST QUARTER (NW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-TWO (22), TOWNSHIP SEVEN (7) SOUTH, RANGE FOUR (4) EAST OF THE THIRD PRINCIPAL MERIDIAN, FRANKLIN COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT A #5 REBAR MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1200.86 FEET TO A #5 REBAR AT THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 133.57 FEET TO A #4 REBAR, THENCE SOUTH 0 DEGREES 02 MINUTES 48 SECONDS EAST, 1329.58 FEET TO A #4 REBAR; THENCE SOUTH 89 DEGREES 58 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 66.07 FEET TO A #5 REBAR; THENCE NORTHWESTERLY ALONG A NONTANGENTIAL CURVE

EXHIBIT A
(Continued)

Commitment Number: B18-242 REVISED 3

DEFLECTING TO THE RIGHT WITH A RADIUS OF 1214.97 FEET WITH A LONG CHORD OF 401.03 FEET WITH A LONG CHORD BEARING OF NORTH 9 DEGREES 36 MINUTES 10 SECONDS WEST TO A #5 REBAR; THENCE NORTH 0 DEGREES 06 MINUTES 10 SECONDS WEST, 933.26 FEET TO A #5 REBAR, TO THE SAID POINT OF BEGINNING. SITUATED IN FRANKLIN COUNTY, ILLINOIS. EXCEPT ALL COAL, OIL, GAS, AND OTHER MINERALS.

INFORMATIONAL NOTE: A PART OF PROPERTY RECORD NUMBER 13-22-300-013

TRACT 3: (FOR INFORMATIONAL PURPOSES ONLY)

A PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

A PART OF THE SOUTH ONE HALF OF THE SOUTH ONE HALF OF SECTION TWENTY-TWO (22), TOWNSHIP SEVEN (7) SOUTH, RANGE FOUR (4) EAST OF THE THIRD PRINCIPAL MERIDIAN, FRANKLIN COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT A #5 REBAR MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 58 MINUTES 12 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH ONE HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 2020.57 FEET TO A #5 REBAR; THENCE SOUTH 0 DEGREES 20 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF THE NORTH 10 ACRES OF THE EAST ONE HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 22 TO A #5 REBAR ON THE NORTH LINE OF A TRACT OF LAND RECORDED IN DEED BOOK 2007 PAGE 6200 IN THE FRANKLIN COUNTY RECORDER'S OFFICE; THENCE NORTH 89 DEGREES 53 MINUTES 04 SECONDS EAST, ALONG SAID NORTH LINE, 669.22 FEET TO A #5 REBAR; THENCE NORTH 0 DEGREES 36 MINUTES 20 SECONDS WEST, ALONG SAID NORTH LINE, 7.26 FEET TO A #5 REBAR; THENCE NORTH 89 DEGREES 52 MINUTES 43 SECONDS EAST ALONG SAID NORTH LINE, 36.62 FEET TO A #5 REBAR; THENCE SOUTHEASTERLY ALONG A TANGENTIAL CURVE DEFLECTING TO THE RIGHT WITH A RADIUS OF 3340.80 FEET WITH A LONG CHORD OF 180.23 FEET WITH A LONG CHORD BEARING OF SOUTH 88 DEGREES 34 MINUTES 12 SECONDS EAST ALONG SAID NORTH LINE, TO A #5 REBAR; THENCE SOUTH 87 DEGREES 01 MINUTES 27 SECONDS EAST ALONG SAID NORTH LINE, 2452.00 FEET TO A #5 REBAR ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE NORTH 0 DEGREES 58 MINUTES 01 SECONDS WEST ALONG THE EAST LINE, 591.25 FEET TO A #4 REBAR AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE SOUTH 89 DEGREES 58 MINUTES 12 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 1307.10 FEET TO THE SAID POINT OF BEGINNING. SITUATED IN FRANKLIN COUNTY, ILLINOIS. EXCEPT ALL COAL, OIL, GAS, AND OTHER MINERALS.

INFORMATIONAL NOTE: A PART OF PROPERTY RECORD NUMBERS 13-22-300-013 & 13-22-400-003

TRACT 4: (FOR INFORMATIONAL PURPOSES ONLY)

A PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

A PART OF THE SOUTH ONE HALF OF THE SOUTH ONE HALF OF SECTION TWENTY-TWO (22), AND A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-SEVEN (27), ALL IN TOWNSHIP SEVEN (7) SOUTH, RANGE FOUR (4) EAST OF THE THIRD PRINCIPAL MERIDIAN, FRANKLIN COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

EXHIBIT A
(Continued)

Commitment Number: B18-242 REVISED 3

BEGINNING AT A #5 REBAR MARKING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 52 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 1322.07 FEET TO A #5 REBAR; THENCE NORTH 0 DEGREES 58 MINUTES 01 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 537.47 FEET TO A #5 REBAR ON THE SOUTH LINE OF A TRACT RECORDED IN DEED BOOK 2007 PAGE 6200 IN THE FRANKLIN COUNTY RECORDER'S OFFICE; THENCE NORTH 87 DEGREES 01 MINUTES 27 SECONDS WEST, ALONG SAID SOUTH LINE, 2465.78 FEET TO A #5 REBAR; THENCE NORTHWESTERLY ALONG A TANGENTIAL CURVE DEFLECTING TO THE LEFT WITH A RADIUS OF 3140.80 WITH A LONG CHORD OF 169.44 FEET WITH A LONG CHORD BEARING OF NORTH 88 DEGREES 34 MINUTES 12 SECONDS WEST ALONG SAID SOUTH LINE TO A #5 REBAR; THENCE SOUTH 89 DEGREES 53 MINUTES 25 SECONDS WEST ALONG SAID SOUTH LINE, 34.90 FEET TO A #5 REBAR ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 0 DEGREES 36 MINUTES 20 SECONDS EAST ALONG SAID WEST LINE, 672.61 FEET TO A #5 REBAR AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTH 0 DEGREES 09 MINUTES 01 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 661.20 FEET TO A #5 REBAR ON THE SOUTH LINE OF THE NORTH ONE HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST ALONG SAID SOUTH LINE, 1344.92 FEET TO A #5 REBAR ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, THENCE NORTH A DISTANCE OF 660.97 FEET TO THE SAID POINT OF BEGINNING. SITUATED IN FRANKLIN COUNTY, ILLINOIS. EXCEPT ALL COAL, OIL, GAS, AND OTHER MINERALS.

INFORMATIONAL NOTE: A PART OF PROPERTY RECORD NUMBERS 13-22-300-013 & 13-22-400-003 & 13-27-100-006

TRACT 5:

THE NORTH ONE-HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-SEVEN (27), TOWNSHIP SEVEN (7) SOUTH, RANGE FOUR (4) EAST OF THE THIRD PRINCIPAL MERIDIAN, FRANKLIN COUNTY, ILLINOIS. SITUATED IN FRANKLIN COUNTY, ILLINOIS. EXCEPT ALL COAL, OIL, GAS, AND OTHER MINERALS.

INFORMATIONAL NOTE: PROPERTY RECORD NUMBERS 13-27-200-001.

Also, an easement for access described as:

Part of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-two (22), Township Seven (7) South, Range Four (4) East of the Third Principal Meridian, more particularly described as follows, to-wit: A 200 foot railroad right of way through the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4), and more particularly described as follows:

The South 200 feet of the North Half (N 1/2) of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4);

Part of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) and part of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) and part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4), more particularly described as follows:

EXHIBIT A
(Continued)

Commitment Number: B18-242 REVISED 3

A 200 foot strip of land across the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-two (22), Township Seven (7) South, Range Four (4) East of the Third Principal Meridian, being 100 feet on each side of a centerline beginning at a point 772.61 feet North of the Southwest corner of said Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), thence Easterly for a distance of 35.76 feet, thence on a curve to the right having a radius of 2,864.93 feet and a length of 166.14 feet, thence Easterly for a distance of 2,459.09 feet, more or less, to a point in the East line of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 22, said point being 638.10 feet North of the Southeast corner of said Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 22, Township 7 South, Range 4 East of the Third Principal Meridian;

The South 200 feet of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-two (22), Township Seven (7) South, Range Four (4) East of the Third Principal Meridian.

All being situated in Franklin County, Illinois. Except all coal, oil, gas, and other minerals.