



File Number: A211106

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
Commonwealth Land Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment/Conditions, Commonwealth Land Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Community Title & Escrow, Ltd.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: [Handwritten signature of Melinda Kimler]

By: [Handwritten signature of President]

ATTEST

President

[Handwritten signature of Secretary]

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance Commonwealth Land 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.



Issuing Agent: Community Title & Escrow, Ltd., authorized Agent of: Commonwealth Land Title Insurance Company

Issuing Office: 2600-D State Street, Alton, IL 62002

ALTA® Universal ID: 0004715

Loan ID Number:

Issuing Office File Number: A211106

Revision Number: Rev 2 10-19-21

Closer: Michelle Blom

Phone: 618-433-5010

Email: mblom@communitytitle.net

Examiner: Mindy Kimler

Phone: 618-433-5854

Email: mkimler@communitytitle.net

If applicable to this transaction, your Wiring Instructions are available at this link: [Wire Instructions](#)

Any wiring instructions contained herein are for the use of the Lender only and are not valid unless verified by phone with your closer. Wiring Instructions for all other parties must be obtained per instructions obtained by phone from your closer.

SCHEDULE A

1. Commitment Date: [October 14, 2021, 8:00 am](#)

2. Policy to be issued:

(a) 2006 ALTA Owner's Policy

Proposed Insured:

[Purchaser with contractual rights under a purchase agreement with the vested owner identified in item 4 of schedule A](#)

Proposed Policy Amount:

(b) 2006 ALTA Loan Policy

Proposed Insured:

[Lender with contractual obligations under a loan agreement with the proposed insured owner identified in Item 2 above](#)

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 estate or interest in the Land is at the Commitment Date vested in:
[New River Royalty LLC, a Delaware limited liability company](#)

5. The Land is described as follows: [See Attached Exhibit A](#)

Exhibit A

The Northeast Quarter of the Southeast Quarter; the West Half of the Southeast Quarter; and the West Half of the West Half of the Southeast Quarter of the Southeast Quarter, in Section 15, Township 8 North, Range 3 West of the Third Principal Meridian, Montgomery County, Illinois. **EXCEPTING** the following described tract:

Beginning at the Southeast corner of the West Half of the West Half of the Southeast Quarter of the Southeast Quarter of said Section 15; thence on the South line of the Southeast Quarter of Section 15, South 89 degrees 59 minutes 37 seconds West 677.31 feet to the centerline of a branch; thence on the centerline of the said branch, North 19 degrees 17 minutes 25 seconds East 30.00 feet; thence continuing on the centerline of the said branch, North 63 degrees 42 minutes 01 seconds East 531.76 feet; thence continuing on the centerline of the said branch, South 88 degrees 57 minutes 33 seconds East, 111.69 feet; thence continuing on the centerline of the said branch, North 80 degrees 36 minutes 31 seconds East, 59.96 feet; thence continuing on the centerline of the said branch, North 3 degrees 04 minutes 19 seconds East, 55.97 feet; thence continuing on the centerline of the said branch, North 42 degrees 10 minutes 10 seconds East, 19.57 feet to the East line of the West Half of the West Half of the Southeast Quarter of the Southeast Quarter of said Section 15; thence on the East line, South 0 degrees 37 minutes 23 seconds East, 342.01 feet to the point of beginning.

EXCEPTING THEREFROM the following described tract of land deeded to Scott A. Merano and Stacie S. Merano in Deed recorded in Book 1101 at Page 442 described as follows:

Part of the Northeast Quarter of the Southeast Quarter of Section 15, Township 8 North, Range 3 West of the Third Principal Meridian, Montgomery County, Illinois, being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Southeast Quarter, thence South 00 degrees 47 minutes 17 seconds East along the East line of the Northeast Quarter of said Southeast Quarter, a distance of 626.27 feet to the point of beginning, from said point of beginning, thence continuing South 00 degrees 47 minutes 17 seconds East along said East line, a distance of 237.71 feet; thence North 86 degrees 38 minutes 03 seconds West, a distance of 516.88 feet; thence North 00 degrees 46 minutes 31 seconds East, a distance of 223.07 feet; thence South 88 degrees 14 minutes 04 seconds East, a distance of 509.94 feet to the point of beginning, containing 2.712 acres, more or less.

IDENT: 201000059729

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Exhibit A

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

PPN: 17-15-400-008 (Tract 13 and 14)



File Number: A211106

SCHEDULE B-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.
5. The Company must be informed, prior to closing, of any alterations, repairs or new construction in progress, recently completed or contemplated, at which time additional requirements may become necessary.
6. 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.
7. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
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. Warranty Deed executed by **New River Royalty, LLC** to Purchaser with contractual rights under a purchase agreement with the vested owner identified in item 4 of schedule A, must be made a matter of public record.
12. The Company should be furnished, from the Seller, the following:

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SCHEDULE B-I Requirements

- (a) A copy of the Articles of Organization of the **New River Royalty, LLC**, as amended.
- (b) A copy of the Operating Agreement for the **New River Royalty, LLC**, as amended, showing whether the manager(s) or members are authorized to act on behalf of the LLC and how many signators are required to approve the transaction.
- (c) A current Certificate of Good Standing of **New River Royalty, LLC** from the Secretary of State of Illinois, and in the event the state of the formation of the LLC is not Illinois, in addition, a current Certificate of Good Standing from the proper governmental authority of the state in which the entity was created.

13. Mortgage executed by Purchaser with contractual rights under a purchase agreement with the vested owner identified in item 4 of schedule A to Lender with contractual obligations under a loan agreement with the proposed insured owner identified in Item 2 above in the amount of \$10,000.00, must be made a matter of Public Record.
14. At the time of this commitment, the final loan amount was not available to the Company. Therefore, said requested loan policy will only be issued for the contractual face amount as listed in Schedule A of this commitment. If a differing loan amount should be requested from the Lender, the Company shall make this commitment subject to further exceptions and charges as deemed necessary by the Company, if any, to accommodate additional liability on the policy as requested by the Lender.

NOTE: Any revisions to said contractual face amount as listed in Schedule A shall be submitted in writing to the Company.

15. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
16. This commitment is subject to an update if the effective date as listed on Schedule A is older than 30 days. Please contact Community Title and Escrow to request and update to this commitment.
17. Any installment of real estate taxes that are due and payable must be paid.
18. Furnish this company with a Broker's Lien Affidavit all seller(s), purchaser(s), borrower(s), lessee(s), and any other parties holding an interest in the land establishing:
 - (i) the identity of any broker(s), known to have an agreement with the affiant, or any party claiming by, through or under said affiant, relative to any interest in the land, and
 - (ii) the amount of compensation due or to become due such broker(s), or
 - (iii) certifying that there are no broker(s) with any lien, or right to a lien, under any existing agreement with a broker.
19. CLOSING INFORMATION NOTE: If the closing of subject property is to be conducted by Community Title & Escrow, Ltd., we require all monies due from the purchase or the loan to be in the form of a wire transfer. We are required by law not to disburse funds until such "Good Funds" have been deposited, finally settled and



File Number: [A211106](#)

**SCHEDULE B-I
Requirements**

credited to our escrow account. Wire transfers qualify as "Good Funds" immediately upon receipt.



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SCHEDULE B- 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. Rights or claims of parties in possession not shown by Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. 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.
7. Real Estate Taxes for the year 2020, 2021 and subsequent years; which are a lien but not yet due nor payable. Real Estate Taxes for the year 2020 show as paid in full in the amount of \$2371.94.

NOTE: Parcel Identification Numbers are for informational purposes only.

8. Memorandum of Surface Easement and Agreement granted to Hillsboro Energy, LLC, a Delaware limited liability company dated August 10, 2018 and recorded on August 31, 2018 in Book 1677 on Page 684, as Document No. 201800002838. (For further particulars, see record.)
9. Easement granted to Ameren Illinois Company d/b/a Ameren Illinois dated May 5, 2014 and recorded on June 3, 2014 in Book 1570 on Page 25, as Document No. 201400001813. (For further particulars, see record.)
10. Subject to Plat of Survey recorded April 21, 2014 as Document No. 201400001264. (For further particulars see record.)
11. Grant of Surface Easement to Oeneus LLC, a Delaware limited liability company dated August 12, 2010 and recorded on August 30, 2010 in Book 1399 on Page 78, as Document No. 201000059724. (For further particulars, see record.)
12. Terms, powers, and provisions of Mitigation Agreement between New River Royalty, LLC a Delaware limited liability company and Hillsboro Energy, LLC, a Delaware limited liability company dated August 12, 2010 and recorded July 14, 2011 in Book 1447 on Page 328 as Document No. 201100064695. (For further particulars see record.)
13. Terms, powers, and provisions a Second Amended and Restated Mitigation Agreement dated August 21, 2018 and recorded August 31, 2018 as Document No. 201800002829. (For further particulars, see record)

SCHEDULE B- II Exceptions

14. Right of Way Easement granted to Montgomery County Water Company by instrument dated October 30, 2003, filed December 1, 2003 in Record Book 964, Page 235 as Doc. No. 200300016083.
15. Rights of way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.
16. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
17. Utility and/or drainage easements, if any.
18. Easement for public and quasi-public utilities, if any.
19. Special Assessments dues which are not shown as existing liens by the public records.
20. No examination has been made of the mineral title. Coverage shall not be construed as including the title to minerals underlying the subject premises.
21. Any and all easements, restrictions, outstanding oil, gas and mineral rights, and rights to aboriginal antiquities of record, but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin.
22. All rights and easements in favor of the holder of any interest in the mineral estate or any party claiming by, through, or under said holder.
23. Rights of the Public, the State of Illinois, the County, the Township and the Municipality in and to that part of the premises taken, used, or dedicated for roads or highways.
24. Rights of tenants in possession under unrecorded leases, if any.
25. The acreage stated in the subject legal description is for descriptive purposes only. Nothing in this commitment or Policy, when issued, should be construed as insuring against loss or damage due to the inaccuracy of the acreage or any discrepancy in the quantity of Land so described.
26. We have made a search of the public records under the proposed buyer as _____. We reserve the right to amend this commitment after making a further search in the event of additional buyers and/or substitution of buyers.

Vesting Deed: [deed](#)

Schedule B II Exception docs: [exception documents](#)

Tax Info: [property tax](#)

The Company has delivered this Commitment and/or Policy to the proposed insured and/or insured by electronic means. All signatures contained herein are to be effective under the provisions of Section 5-110 of the Illinois Electronic Commerce Security Act (5 ILCS 175/5-110).

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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COMMITMENT CONDITIONS

- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing .
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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201000059729
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER, COUNTY RECORDER
08-30-2010 At 10:31 am.
WARR DEED 115.00
OR Book 1399 Page 125 - 134
RHSP Surcharge 10.00
Instrument Book Page
201000059729 OR 1399 125

DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

STATE OF ILLINOIS §
 §
COUNTY OF MONTGOMERY §

SPECIAL WARRRANTY DEED

Grantor, **Colt LLC**, a West Virginia limited liability company duly authorized to transact business in the State of Illinois, for and in consideration of the sum of One Dollar in hand paid and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, **CONVEYS and WARRANTS** to **New River Royalty, LLC**, a Delaware limited liability company duly authorized to transact business in the State of Illinois, as Grantee, the following described real estate situate in Montgomery County, Illinois ("Property"):

All of the tracts, parcels and property described in the various deeds or other instruments set forth and listed on Exhibit A which is attached hereto and made a part hereof.

In some or all instances the legal descriptions set forth on Exhibit A have been shortened. The intent of this Special Warranty Deed is for Grantor to transfer and convey to Grantee all right, title and interest of Grantor in and to all the surface described in the various deeds or other documents set forth and listed on Exhibit A.

Grantor, for itself and its successors, assigns, lessees, and contractors, **excepts and reserves** all rights and privileges to enter upon and use the surface of the Property in connection with mining, removing, developing, producing, and marketing all the minerals of every kind and character lying in, on or under the Property or otherwise pertaining to it, including without limitation all the coal, oil, gas, methane, casing head gas, hydrocarbons, coal seam gas, petrochemicals, rocks, minerals substances, non-mineral substances and any other substance(s) now known or hereafter discovered ("Minerals") together with all mining, removal, development, production and marketing rights and privileges associated or connected with the Minerals including the exclusive right and privilege of prospecting, core drilling and/or exploring for and mining and removing by any legally permissible mining method, including without limitation longwall mining and any other full extraction method now used or becoming available in the future, except strip and open pit methods, all of which may be exercised without liability to Grantee and/or Grantee's heirs, successors and assigns, and which such rights and privileges include without limitation the following: (i) the right to mine and remove all or any part of the Minerals or strata without leaving lateral or subjacent support for the surface or any overlying strata on, in or under the Property or any adjoining property and thereby causing subsidence and without being liable for any injury or damage to the owner of the superincumbent soil and to said soil or anything therein or thereon from any and all causes whatsoever or for surface subsidence caused by mining out or removing the Minerals or from not leaving pillars or artificial supports under the Property; (ii) the right to exercise all of the foregoing rights without liability for any damage or injury to the surface, any other minerals or strata, or any waters, streams, facilities, improvements or anything else thereon or therein or that may be placed thereon or therein in the future; (iii) the right to use any strata, openings, passageways, voids and spaces created by the mining and/or removal of the Minerals or existing prior to such mining and removal for transporting or storing people, Minerals, materials, and equipment and Minerals and materials mined and/or removed from other lands and for any other purpose whatsoever including without limitation the disposal of slurry, coal combustion materials, and any other substance or material which lawfully may be placed in any underground void; (iv) the right to use any and all voids, geologic formations, coal or other Mineral seams or strata for all lawful purposes including without limitation carbon dioxide sequestration; (v) the right of ingress and egress and regress at all times for the purpose of conducting subsidence mitigation and restoration work and for reconstruction of drainage patterns which may be necessary to correct any material damage resulting from subsidence to the Property and nearby or adjacent lands and for the purpose of engineering, reclaiming, surveying, inspecting, drilling, exploring, and performing such other operation or activity as may be required by law or regulation (either now existing or hereafter imposed); (vi) all mining, removal, development, production and transportation rights, easements, privileges, and options appurtenant to the title of the Minerals and owned by Grantor whether express or implied, as the same may apply to the mineral estate and the overlying surface and strata; and (vii) the right to vent, flare, collect, harvest, develop, produce, remove and market methane, gob gas, coal seam gas and/or horizontal borehole gas.

All covenants, rights and privileges reserved unto Grantor herein shall run with the land.

Subject to all easements, conditions and restrictions, whether of record or visible upon inspection, and all leases of record.

This Special Warranty Deed is made with the special covenant of after-acquired title as to the Property herein conveyed to the extent of the purported paper title within Grantor's chain of title.

This transaction and the conveyance herein are exempt from the transfer tax under **35 ILCS 200/31-45 paragraph (e)** since this is a deed where the actual consideration is less than one hundred dollars (\$100.00).

[Signature and Notary Acknowledgment are on following page.]

APPLICATION FOR RECORDED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

Dated this 12th day of August, 2010.

Grantor: Colt LLC

By: *Donald R. Hollom*

Its: Authorized Person

STATE OF West Virginia)
) SS.
COUNTY OF KANAWHA)

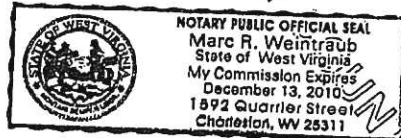
I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that DONALD R. HOLLUM, personally known to me to be the Authorized Person of Colt LLC, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument of writing as the Authorized Person of said limited liability company, pursuant to authority given, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 12th day of August, 2010.

Marc R. Weintraub
Notary Public

My Commission Expires: 12.13.2010

Send Tax Statement to:
New River Royalty, LLC
208 Public Square, 4th Floor
Benton, Illinois 62812



Prepared by:
Elizabeth Dow, Esq.
Bailey & Glasser, LLP
1003 Western Avenue
Joliet, Illinois 60435

DUPLICATION PROHIBITED
COUNTY OF MONTGOMERY
JOLIET, ILL RECORDER

Document	Parcel No.	Description	Sec	Twp	Rng	Acres	Address		
Md, Co.									
Section 8 Township 8 North Range 3 West Montgomery County Illinois									
Trustee's Deed	UK241P412	04-000-704-00	17-08-200-003	PT E/2 NE	0	8	3	78.00	Filmore Tr. & Schollhouse Pdt Hillsboro Il. 62049
Section 9 Township 8 North Range 3 West Montgomery County Illinois									
Trustee's Deed	BK1241P412	04-000-720-00	17-09-100-001	NW	9	8	3	160.00	14001 Filmore Tr. Hillsboro, Il. 62049
Section 10 Township 8 North Range 3 West Montgomery County Illinois									
Trustee's Deed	BK1241P412	04-000-731-00	17-10-400-003	PT E/2 NW	10	8	3	75.00	Filmore Tr. Hillsboro Il. 62049
Warranty Deed	BK1378P102		17-10-400-003	PT W1/2 SE	10	8	3	5.00	15218 Filmore Tr. Hillsboro, Il. 62049
Section 11 Township 8 North Range 3 West Montgomery County Illinois									
Warranty Deed	BK1278P362	04-000-735-00	17-11-300-001	PT SW1/4	11	8	3	1.40	10120 Coffeen Rd. Hillsboro Il. 62049
Section 15 Township 8 North Range 3 West Montgomery County Illinois									
Warranty Deed	BK1312P179		17-15-300-007	PT N2 N2 SW	15	8	3	12.40	E 15th Ave Hillsboro, Illinois 62049
Trustee's Deed	BK1354P342		17-15-400-008	1/24.52ac Tr Lvg SE	15	8	3	124.52	N 9th Ave Hillsboro, Illinois 62049
Section 16 Township 8 North Range 3 West Montgomery County Illinois									
Trustee's Deed	BK1354P342		17-16-300-001	SW	16	8	3	160.00	N 9th Ave Hillsboro, Illinois 62049
Warranty Deed	BK1359P173	EK1358P177	17-16-400-004	N2N2N2SE	16	8	3	20.00	E 15th Ave Hillsboro, Illinois 62049
Section 19 Township 8 North Range 3 West Montgomery County Illinois									
Warranty Deed	BK1231P635		17-19-400-006	W/60N230' E/2 SE	19	8	3	2.58	12418 IL R1. 185 Hillsboro Il. 62049
Trustee's Deed	BK1341P272		17-19-400-006	W/2NE & E/2NW lvg S of Road	19	8	3	75.30	IL R1e 185 Hillsboro Il. 62049
Section 20 Township 8 North Range 3 West Montgomery County Illinois									
Warranty Deed	EK1283P291		17-20-400-007	W/2 SE Lvg S of Rd.	20	8	3	9.50	13276 R1 185 Hillsboro IL 62049
Warranty Deed	EK1226P41	04-100-441-05	17-20-400-002	PT W/2 SE.	20	8	3	2.00	IL R1 185 Hillsboro Il. 62049
Section 22 Township 8 North Range 3 West Montgomery County Illinois									
Warranty Deed	BK1345P404		17-22-400-002	SWSE	22	8	3	40.00	Coffeen Rd. & N 8th Ave Hillsbor Il. 62049
Warranty Deed			17-22-200-005	PT S2 NE	22	8	3	20.00	Coffeen Rd Hillsboro, Illinois 62049
Warranty Deed			17-22-400-004	PT N2SE	22	8	3	20.00	Coffeen Rd Hillsboro, Illinois 62049
Warranty Deed			17-22-400-006	PT S2 NE and PT N2SE	22	8	3	2.31	8501 Coffeen Rd. Hillsboro Illinois 62049

Property Information		
Parcel Number 17-15-400-008	Site Address N 9TH AV Hillsboro, IL 62049	Owner Name & Address NEW RIVER ROYALTY, LLC, P O BOX 609 Benton; IL, 62812
Tax Year: 2019 (Payable 2020) ▾		
Sale Status None		
Property Class 0021 - Rural Unimproved	Tax Code 04006 - EAST FORK - FDCF, U003	Tax Status Taxable
Net Taxable Value 27,760	Tax Rate 7.621070	Total Tax \$2,115.62
Township EAST FORK	Acres 124.5200	Mailing Address
Legal Description 124.52 AC TR LYG SE 1/4 SEC 16-8-3-784 & 787-1 & 788 S15 T08 R3		

No Property Photos

Parcel Owner Information		
Name	Tax Bill	Address
NEW RIVER ROYALTY LLC	Y	P O BOX 609 Benton, IL 62812

Billing			
	1st Installment (Due 07/02/2020)	2nd Installment (Due 09/04/2020)	Totals
Tax Billed	\$1,057.81	\$1,057.81	\$2,115.62
Penalty Billed	\$0.00	\$0.00	\$0.00
Cost Billed	\$0.00	\$0.00	\$0.00
Fees/Liens/SSA Billed	\$0.00	\$0.00	\$0.00
Total Billed	\$1,057.81	\$1,057.81	\$2,115.62
Amount Paid	\$1,057.81	\$1,057.81	\$2,115.62
Total Unpaid	\$0.00	\$0.00	\$0.00
Paid By:	NEW RIVER ROYALTY LLC	NEW RIVER ROYALTY LLC	
Date Paid	6/15/2020	6/15/2020	

Assessments						
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total
DOR Equalized	0	0	27,760	0	0	27,760
Department of Revenue	0	0	27,760	0	0	27,760
Board of Review Equalized	0	0	27,760	0	0	27,760
Board of Review	0	0	27,760	0	0	27,760
S of A Equalized	0	0	27,760	0	0	27,760
Supervisor of Assessments	0	0	27,760	0	0	27,760
Township Assessor	0	0	27,760	0	0	27,760
Prior Year Equalized	0	0	24,260	0	0	24,260

No Exemptions

Farmland			
Land Type	Acres	EAV	
Cropland	119.4000	27,647	
Other Farmland	3.8400	109	
Road Way	1.2800	0	
Totals	124.5200	27,756	

[Click to open Farmland Details](#)

No Genealogy Information

Taxing Bodies		
District	Tax Rate	Extension
HILLSBORO UNIT 3	5.080390	\$1,404.76
COUNTY TAX	1.073870	\$298.12
LINCOLNLAND COLLEGE	0.493930	\$137.11
EAST FORK ROAD DIST	0.256240	\$71.13
COFFEEN FIRE	0.255320	\$70.88
HILLSBORO AREA PUBLIC LIBRARY	0.192850	\$53.54
EAST FORK TWP	0.179970	\$49.96
HILLSBORO AMB	0.059770	\$16.59
CES EXTENSION SERV	0.033310	\$9.25
MTA GRSH-WSVL-EFRK	0.015420	\$4.28
TOTAL	7.621070	\$2,115.62

- HILLSBORO UNIT 3
- COUNTY TAX
- LINCOLNLAND COLLEGE
- EAST FORK ROAD
- COFFEEN FIRE
- HILLSBORO AREA
- EAST FORK TWP
- HILLSBORO AMB
- CES EXTENSION S
- MTA GRSH-WSVL

No Drainage / Special District Information

Payment History			
Tax Year	Total Billed	Total Paid	Amount Unpaid
2020	\$2,371.94	\$2,371.94	\$0.00
2019	\$2,115.62	\$2,115.62	\$0.00
2018	\$1,842.78	\$1,842.78	\$0.00

[Show 12 More](#)

Sales History								
Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Gross Price	Personal Property	Net Price
2008	200800044672	Trustee Deed	3/27/2008	Suhre Richard	C/O LYNNE JONES MONTGOMERY LAND CO. LLC	\$320,000.00	\$0.00	\$320,000.00

No Structure Information

No Forfeiture Information

No Redemptions



mccost

13914

Summary

Parcel ID: 17-15-400-008
 Alternate Parcel ID: N/A
 Property Address: N 9TH AV
 Township: EAST FORK
 Brief Legal Description: 124.52 AC TR LYG SE1/4 SEC 15 8-3-784 & 787-1 & 788 S15 T08 R3
(Note: Not to be used on legal documents)
 Deed Book/Page: 1399-99/106
 Gross Acres: 124.52
 Class: 0021
 Tax District Code: 04006
 Taxing Districts: CES EXTENSION SERV
 COFFEE FIRE
 COUNTY TAX
 EAST FORK ROAD DIST
 EAST FORK TWP
 HILLSBORO AMB
 HILLSBORO AREA PUBLIC LIBRARY
 HILLSBORO UNIT 3
 LINCOLN LAND COLLEGE
 MTA GRSH-WSVL-EFRK

Owners

New River Royalty LLC
 P O Box 147
 Pinckneyville IL 62274

2020 Exemptions

Owner Occupied: N
 Home Improvement Exemption: N
 Drainage Exemption: N
 Senior Citizen Homestead Exemption: N
 Senior Citizen Assessment Freeze Homestead Exemption: N
 Fraternal Freeze Exemption: N
 Veteran Facility Exemption: N
 Disabled Veteran Exemption: N

For exemption information please contact the Supervisor of Assessments Office. 217-532-9595

Sales

Date	Document Number	Amount
03/27/2008	1399-99/106	\$320,000.00

Valuation

	2021	2020
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$35,820	\$31,600
+ Farm Buildings	\$0	\$0
= Total	\$35,820	\$31,600

Tax History

Tax Bill Mail To: NEW RIVER ROYALTY LLC
P O BOX 147
PINCKNEYVILLE IL 62274

Tax Year: 2020
Tax Rate: 7.50613

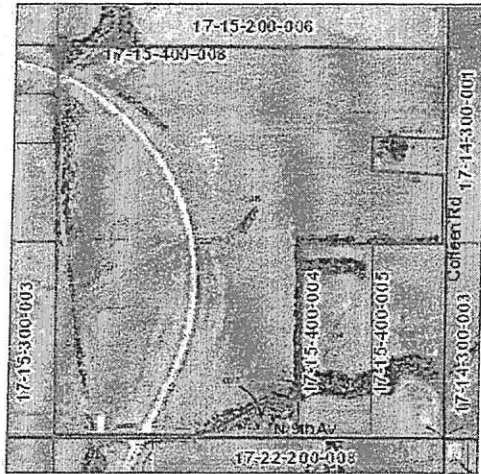
Amount:
Installment 1: \$1,185.97
Installment 2: \$1,185.97

Tax Year: 2019
Tax Rate: 7.62107

Amount:
Installment 1: \$1,057.81
Installment 2: \$1,057.81

For payment information please contact the Treasurer's Office, 217-532-9521

Map



DevNet Property Tax Inquiry

[View Report](#)

No data available for the following modules: Photos, Sketches, Property Record Cards.

The maps and data available for access at this website are provided as is without warranty or any representation of accuracy, timeliness or completeness.

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Last Data Upload: 7/1/2021 1:34:51 AM



Version 2.3.123

201800002838
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER, COUNTY RECORDER
08-31-2018 At 11:47 am.
MEMORANDUM 79.00
OR Book 1677 Page 684 - 691
RHSP Surcharge 9.00
Instrument Book Page
201800002838 OR 1677 684

DUPLICATION PROHIBITED PROPERTY

MEMORANDUM OF SURFACE EASEMENT AND AGREEMENT

This Memorandum of Surface Easement and Agreement, with an Effective Date of August 10, 2018, by and between **New River Royalty, LLC**, a Delaware limited liability company duly authorized to transact business in the State of Illinois whose mailing address is 3801 PGA Blvd, Suite 903, Palm Beach Gardens, FL 33410, hereinafter called "Grantor", and **Hillsboro Energy, LLC**, a Delaware limited liability company duly authorized to transact business in the State of Illinois whose mailing address is P.O. Box 457, Hillsboro, IL 62049, hereinafter called "Grantee",

WITNESSETH:

WHEREAS, Grantor and Grantee entered into a Surface Easement and Agreement ("**Agreement**") which Grantor thereby did Grant and Convey unto Grantee non-exclusive easements (each an "**Easement**" and collectively the "**Easements**") over the surface or a portion of the surface of that certain real property or those certain real properties located in Montgomery County, Illinois and described or depicted in or on **Exhibit A** attached hereto and made a part hereof with such real properties bearing the Tax I.D. Numbers and other identifying data or information set forth on (or as shown or depicted on) **Exhibit A**. The real property or the real properties on or over which each Easement is or the Easements are situate is/are referred to individually as a "**Property**" and collectively as the "**Properties**", and the area encumbered by each Easement is referred to as an "**Easement Premises**".

- i) Said Agreement describes the conveyance of certain rights for the purposes of constructing, operating, maintaining, accessing, establishing, laying, installing, inspecting, patrolling, protecting, repairing, replacing, and/or removing the structures, improvements, roads, facilities, and uses set forth and detailed in **Exhibit A** (each a "**Surface Facility**" and collectively the "**Surface Facilities**"), related to and necessary for the operation of the Deer Run Mine by GRANTEE or its affiliates, successors and permitted assigns in Montgomery County, Illinois (the "**Mine**");

MONTGOMERY COUNTY, ILLINOIS
SANDY LEITHEISER, COUNTY RECORDER

each Easement shall continue in force and effect for the time period set forth in **Exhibit A**, unless terminated earlier in accordance with the Agreement; provided however, in no event and under no circumstance shall the term of each Easement extend beyond the term of the Agreement;

- iii) subject to the rights reserved to GRANTOR and its successors and assigns as set forth therein;

All persons having reason to be concerned with the title as to the foregoing Premises are hereby given notice of the existence of said Easement and of the duty to inquire about its terms and conditions with regard to the title to the foregoing Premises. Inquiries may be made to Grantee at the address set forth above.

[Signatures and Acknowledgments are on the following pages.]

DUPLICATE PROHIBITED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

DUPLICATION PROHIBITED PROPERTY

GRANTOR:

New River Royalty, LLC

By Robert R. Boyd

Name: Robert R. Boyd

Title: Authorized Person

GRANTEE:

By Lee M. Landen

Name: LEE M. LANDEN

Title Authorized Person

MONTGOMERY COUNTY, IL RECORDER

STATE OF Florida)
COUNTY OF Palm Beach) SS.

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Robert R. Boyd, personally known to me to be an Authorized Person of New River Royalty, LLC, a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument of writing as an Authorized Person of said limited liability company, pursuant to proper authority given, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of August, 2018.



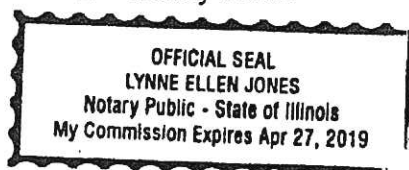
Samantha Lea Wright
Notary Public

STATE OF Illinois)
COUNTY OF Williamson) SS.

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Lee Candor, personally known to me to be the Authorized Person of Hillsboro Energy LLC, a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument of writing as the Authorized Person of said limited liability company, pursuant to proper authority given, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 10th day of August, 2018.

Lynne Ellen Jones
Notary Public



DUPLICATE PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

EXHIBIT A

DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

EXHIBIT A TO SURFACE EASEMENT AND AGREEMENT
 BETWEEN NEW RIVER ROYALTY, LLC AND HILLSBORO ENERGY, LLC
 (MONTGOMERY COUNTY IL PROPERTIES)

DUPLICATION

Location (County) of Property and Easement Premises	Tax ID Parcels Affected	Property Acres	Easement Premises Acres	Grantee's IDNR Mining Permit #	Grantee's IDNR Mining Permit #	Grantee's Is Easement Premises Cropland (Yes or No")	Surface Facility(ies) on Easement Premises	Begin Reclamation Period (Section 3 of Agreement)	End of Bond/Release Period/-Easement Termination (subpart ii) of Terms and Conditions to Granting Clause of Agreement	Approximate Location of Easement Premises on Property
Montgomery	17-15-300-007	12.4	see legal description	12	399	Y	buried Waterline and Overhead Power Line	No later than 60 days after mining of coal has ceased under permit 399	ASAP, but no later than 5 years after reclamation activities have been completed.	See Plat MC12
Montgomery	17-15-400-008	124.52	see legal description	12	399	Y	buried Waterline and Overhead Power Line	No later than 60 days after mining of coal has ceased under permit 399	ASAP, but no later than 5 years after reclamation activities have been completed.	See Plat MC12

PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

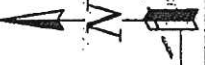
NEW RIVER ROYALTY

17-15-400-008

DUPLICATION PROHIBITED

SECTION 15
SE 1/4 3RD P.M.
T.8N.-R.3W.

NEW RIVER ROYALTY, LLC



NEW RIVER ROYALTY, LLC

Title: MC IBR 12 Approx. Acreage 1.93 Acres

Drawn by: AQ Date: May 15, 2018

TRACT 2
106.928 ACRES
17-15-400-007

N 1/2, SW 1/4

1/2, SW 1/4

15
P.M.

PROPERTY OF MONTGOMERY COUNTY, IL RECORDED

Scale: 0'
File ID:
Drawing No. MC-12

IBR 12 Montgomery County

Commencing from the Southwest Corner of the Southeast Quarter of Section 15, Township 8 North, Range four 3 West, of the 3rd Principle Meridian, Montgomery County, Illinois thence North 89 degrees 59 minutes 37 seconds East a distance of 514.44 feet along the south line of said section 15 to the point of beginning;

thence North 24 degrees 12 minutes 14 seconds East a distance of 494.43 feet;
thence with a curve turning to the left with an arc length of 2294.02', with a radius of 1466.18', with a chord bearing of North 21 degrees 09 minutes 38 seconds West, with a chord length of 2067.08';
thence North 00 degrees 41 minutes 57 seconds West a distance of 32.96 feet;
thence with a curve turning to the right with an arc length of 2354.82', with a radius of 1496.12', with a chord bearing of South 21 degrees 25 minutes 25 seconds East, with a chord length of 2119.17';
thence South 24 degrees 12 minutes 14 seconds West a distance of 481.18 feet;
thence South 89 degrees 59 minutes 37 seconds West a distance of 32.89 feet;
which is the point of beginning.

Containing, 1.93 acres more or less.

DUPLICATE PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

DUPLICATION PROHIBITED

Gas Easement (IL Corporation)

EASEMENT
(Gas Pipeline)

KNOW ALL MEN BY THESE PRESENTS, by this Easement Agreement ("Agreement") dated the 5th day of MAY, 2014, that New River Royalty LLC, a Delaware limited liability company, its successors and assigns, whether one or more and whether an individual, individuals, a corporation or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS, an Illinois corporation, its successors, assigns, licensees, contractors, sub-contractors and tenants (hereinafter "Grantee"), a non-exclusive right and easement ("Easement"), thirty (30) feet in width, for the sole, limited and exclusive purpose to construct, reconstruct, use, operate, maintain, inspect and patrol a natural gas line consisting of piping, hardware, valves, communication lines, and other appurtenances thereto ("Pipeline") upon, over, across, and under the following described land in A part of the Northeast Quarter of Section 27, East one half of Section 22, South one half of Section 15, South one half of Section 16 and the Northeast Quarter of the Southeast Quarter of Section 17, Township 8 North, Range 3 West, Third P.M., Montgomery County, Illinois, to-wit:

A strip of land 30 feet in width over the following described properties:

Property Description:
See attached "Exhibit A"

Easement Description :
Commencing at an iron pin marking the Southwest corner of the Northeast Quarter of said Section 27; thence North 89 degrees 35 minutes 39 seconds East, along the South line of the Northeast Quarter of said Section 27, a distance of 1235.93 to the Point of Beginning on the North Right of Way line of the IDNR gravel road; to the centerline of a 30 foot easement with 15 foot on each side of described centerline; thence North 19 degrees 46 minutes 11 seconds West, along said centerline 223.83 feet; thence North 14 degrees 20 minutes 26 seconds West, 196.06 feet; thence North 28 degrees 32 minutes 40 seconds West, 219.75 feet; thence North 17 degrees 19 minutes 03 seconds West, 99.96 feet; thence North 5 degrees 52 minutes 33 seconds East, 73.77 feet; thence North 12 degrees 04 minutes 11 seconds West, 400.42 feet; thence North 12 degrees 43 minutes 48 seconds West, 305.31 feet; thence North 16 degrees 42 minutes 07 seconds West, 205.97 feet; thence North 12 degrees 37 minutes 45 seconds West, 476.99 feet; thence North 18 degrees 17 minutes 31 seconds West, 279.51 feet; thence North 12 degrees 13 minutes 57 seconds West, 422.72 feet; thence North 10 degrees 15 minutes 41 seconds West, 213.36 feet; thence North 4 degrees 16 minutes 59 seconds West, 422.24 feet;

DUPLICATE

thence North 2 degrees 43 minutes 58 seconds West, 396.18 feet; thence North 1 degree 13 minutes 04 seconds West, 291.93 feet; thence North 2 degrees 23 minutes 55 seconds East, 301.10 feet; thence North 1 degree 40 minutes 28 seconds East, 100 feet; thence North 8 degrees 6 minutes 23 seconds East, 197.79 feet; thence North 7 degrees 24 minutes 22 seconds West, 124.62 feet; thence North 1 degree 48 minutes 20 seconds West, 427.56 feet; thence North 4 degrees 37 minutes 15 seconds West, 445.65 feet; thence North 5 degrees 52 minutes 55 seconds West, 920.99 feet; thence North 0 degrees 3 minutes 30 seconds East, 414.57 feet; thence North 4 degrees 37 minutes 07 seconds East, 195.49 feet; thence North 12 degrees 41 minutes 29 seconds East, 214.60 feet; thence North 14 degrees 34 minutes 53 seconds East, 181.23 feet; thence North 16 degrees 55 minutes 13 seconds East, 283.15 feet; thence North 27 degrees 58 minutes 1 second East, 189.94 feet; thence North 31 degrees 3 minutes 36 seconds East, 165.15 feet; thence North 34 degrees 20 minutes 1 second East, 214.56 feet; thence North 25 degrees 45 minutes 34 seconds East, 288.28 feet; thence North 14 degrees 34 minutes 39 seconds East, 195.40 feet; thence North 2 degrees 49 minutes 36 seconds West, 141.54 feet; thence North 9 degrees 16 minutes 27 seconds West, 259.70 feet; thence North 15 degrees 50 minutes 14 seconds West, 325.21 feet; thence North 24 degrees 12 minutes 17 seconds West, 230.96 feet; thence North 35 degrees 04 minutes 02 seconds West, 208.74 feet; thence North 46 degrees 7 minutes 44 seconds West, 189.84 feet; thence North 52 degrees 2 minutes 31 seconds West, 194.95 feet; thence North 50 degrees 19 minutes 32 seconds West, 207.85 feet; thence North 59 degrees 37 minutes 50 seconds West, 287.14 feet; thence North 63 degrees 52 minutes 46 seconds West, 121.18 feet; thence North 60 degrees 37 minutes 53 seconds West, 182.09 feet; thence North 88 degrees 4 minutes 9 seconds West, 471.92 feet; thence South 89 degrees 38 minutes West, 817.42 feet; thence North 89 degrees 19 minutes 19 seconds West, 560.51 feet; thence South 89 degrees 43 minutes 48 seconds West, 656.03 feet; thence North 89 degrees 56 minutes 48 seconds West, 1129.65 feet; thence South 87 degrees 49 minutes 23 seconds West, 403.50 feet; thence South 89 degrees 28 minutes 34 seconds West, 1196.86 feet; thence South 75 degrees 9 minutes 5 seconds West, 98.01 feet; thence South 89 degrees 41 minutes 18 seconds West, 1576.87 feet; thence North 79 degrees 35 minutes 45 seconds West, 168.44 feet; thence South 89 degrees 39 minutes 2 seconds West, 579.13 feet; thence South 87 degrees 45 minutes 53 seconds West, 126.94 feet, to the end termini of this Easement. Easement 2 contains 13.25 acres more or less.

The Easement shall be thirty (30) feet in width and extend fifteen (15) feet on either side of the centerline of the Pipeline as installed, and the real property comprising the easement, as heretofore described, shall be referred to hereinafter as the "Easement Property". The Pipeline shall be installed and maintained at a minimum depth of forty eight inches (48") to avoid interference with the growing of crops on the surface of the Easement Property.

This Agreement and the Easement granted herein are subject to all prior reservations, exceptions, easements, and conveyances of record.

This Easement is granted together with all rights reasonably implied by and incidental to the exercise and enjoyment of said easement rights, including without limitation the right of ingress and egress to and over the above described easement area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right to trim, control, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches and other obstructions upon, over and under the surface of said easement area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, or endanger the safety of said facilities; provided that Grantee shall have no right to trim, control, cut or remove or cause to be removed any growing crops on the Easement Property for reasons other than gaining access to said Pipeline without the prior written consent of Grantor. Grantee shall be able to take such actions as are necessary to access the Pipeline, including such actions that cause damage to growing crops subject to Grantee's obligation of reimbursement for actual damage caused to the Easement Property. Ingress and egress for Grantee to the Easement Property shall be by the use of existing lanes and roadways.

MONROE COUNTY RECORD

Grantee shall be responsible for actual damages occurring on the Easement Property as a result of the construction, operation, maintenance or repair of the Pipeline and/or Grantee's facilities and/or Grantee's use or occupation of the Easement Property, including without limitation all damages to livestock, crops, fences, soil, improvements and personal property, and shall reimburse the owner thereof in a timely manner for all such loss or damages, at no expense to Grantor. Grantee shall indemnify, defend and hold harmless Grantor from and against any and all injuries (including death), claims, damages, losses, liabilities, costs and expenses, including without limitation reasonable attorneys' fees and litigation costs, resulting in any way or manner from Grantee's exercise of its rights hereunder.

Grantor for itself and/or its affiliates, successors and assigns hereby reserves the non-exclusive right to the full use and enjoyment of the Easement Property, including but not limited to, the right and privilege to enter upon and use the surface of the Easement Property in connection with the mining, removing, developing, producing, and marketing rights and privileges associated or connected with the ownership of any coal, oil, gas, methane, casing head gas, hydrocarbons, coal seam gas, petrochemicals, rocks or mineral substances; provided, however, Grantor shall not unreasonably interfere with Grantee's use of the Easement Property for the purposes set forth herein.

This Easement shall terminate automatically when the Pipeline is removed or is no longer used or operated by Grantee or its successors or assigns. Upon termination of the Easement, Grantee shall return the Easement Property to Grantor in substantially the same condition which existed prior to Grantee's use and/or occupation of the Easement Property. During its use and occupation of the Easement Property, Grantee shall take reasonable steps to minimize any impact on, or interference with, any use of the Easement Property by Grantor.

Grantee shall not, directly or indirectly, create or permit to be created or to remain, and shall promptly discharge, any lien, encumbrance or other charge on or against the Easement Property created by or resulting from any act or omission by Grantee or those claiming by, through, or under Grantee. Notice is hereby given that (i) Grantor shall not be liable for any labor, services, or materials furnished or to be furnished to Grantee or to anyone holding any interest of Grantee under the Easement, and that (ii) no mechanic's or other lien for any such labor, services or materials shall attach to or affect the interest of Grantor in and to the Easement Property or any part thereof.

Grantor shall have and retain all rights to use and occupy the Easement Property and to access any other or remaining property of Grantor at its discretion for any purpose or use without notice to Grantee. If circumstances require, in Grantor's reasonable judgment, that the Pipeline be relocated, the Grantor will reimburse Grantee all costs and expenses necessary for relocating the Pipeline. In the event Grantor desires to cross over or under the Pipeline in a manner that may reasonably be expected to interfere with the operation of the Pipeline, Grantor may do so after providing Grantee with thirty (30) days' prior written notice and reimbursing Grantee for any expenses Grantee may incur to allow for Grantor to cross over or under said Pipeline.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the above-described Easement Property has the full right and authority validly to grant this Easement, (2) that Grantee may quietly enjoy the Easement Property for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will unreasonably interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

This Agreement shall be binding upon Grantor and Grantee and their respective representatives, successors and assigns.

DUPLICATION PROHIBITED PROPERTY OF MISSOURI COMMERCE RECORD

IN WITNESS WHEREOF, Grantor and Grantee each has caused this Agreement to be signed by its duly authorized representative.

Grantor: New River Royalty LLC

By: R. Boyd
Name: Robert R. Boyd
Title: Authorized Person

Grantee: Ameren Illinois Company d/b/a Ameren Illinois

By: Dennis W Weisenborn
Name: Dennis W Weisenborn
Title: Vice-President

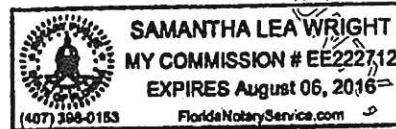
State of Florida)
County of Palm Beach)

I, the undersigned, a Notary public in and for said County and State aforesaid, do hereby certify that Robert R. Boyd, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Authorized Person for New River Royalty LLC, did appear before me this day in person and acknowledge that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Signed before me on May 5th, 2014.

Samantha Lea Wright
Notary Public

City of St. Louis)
County of Missouri)



I, the undersigned, a Notary public in and for said County and State aforesaid, do hereby certify that Dennis W. Weisenborn, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Vice-President for Ameren Illinois Company d/b/a Ameren Illinois, did appear before me this day in person and acknowledge that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Signed before me on May 5, 2014.

Nannette H. Morton
Notary Public



Prepared by: Ameren Illinois
Laurie A. Pendergraft, Real Estate
1915 Old Bus Line Road
Hillsboro, IL 62049

Return to: Ameren Real Estate, above address

LAP
WR: J04SB
05/02/14

DUPLICATE PROHIBITED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

EXHIBIT A

Tract 1:
Part of the East Half of the Southwest Quarter of the Northeast Quarter of Section 27, Township 8 North, Range 3 West of the Third Principal Meridian, Situated in Montgomery County, Illinois.
Parcel ID: 17-27-200-010

Tract 2:
Part of the Northwest Quarter of the Northeast Quarter of Section 27, Township 8 North, Range 3 West of the Third Principal Meridian, situated in Montgomery County, Illinois.
Parcel ID: 17-27-200-009

Tract 3:
Part of the Southwest Quarter of the Southeast Quarter of Section 22, Township 8 North, Range 3 West of the Third Principal Meridian, situated in Montgomery County, Illinois.
Parcel ID: 17-22-400-008

Tract 4:
The West 20 acres of the South Half of the Northeast Quarter and the West 20 acres of the North Half of the Southeast Quarter of Section 22, Township 8 North, Range 3 West of the Third Principal Meridian, situated in Montgomery County, Illinois.
Parcel ID: 17-22-200-007

Tract 5:
The West 20 acres of the North Half of the Northeast Quarter of Section 22, Township 8 North, Range 3 West of the Third Principal Meridian, Montgomery County, Illinois.
Parcel ID: 17-22-200-009

Tract 6:
The Northeast Quarter of the Southeast Quarter; the West Half of the Southeast Quarter; and the West Half of the West Half of the Southeast Quarter of the Southeast Quarter, in Section 15, Township 8 North, Range 3 West of the Third Principal Meridian, Montgomery County, Illinois. EXCEPTING the following described tract:

Beginning at the Southeast corner of the West Half of the West Half of the Southeast Quarter of the Southeast Quarter of said Section 15; thence on the South line of the Southeast Quarter of Section 15, South 89 degrees 59 minutes 37 seconds West 677.31 feet to the centerline of a branch; thence on the centerline of the said branch, North 19 degrees 17 minutes 25 seconds East 30.00 feet; thence continuing on the centerline of the said branch, North 63 degrees 42 minutes 01 seconds East 531.76 feet; thence continuing on the centerline of the said branch, South 88 degrees 57 minutes 33 seconds East, 111.69 feet; thence continuing on the centerline of the said branch, North 80 degrees 36 minutes 31 seconds East, 59.96 feet; thence continuing on the centerline of the said branch, North 3 degrees 04 minutes 19 seconds East, 55.97 feet; thence continuing on the centerline of the said branch, North 42 degrees 10 minutes 10 seconds East, 19.57 feet to the East line of the West Half of the West Half of the Southeast Quarter of the Southeast Quarter of said Section 15; thence on the East line, South 0 degrees 37 minutes 23 seconds East, 342.01 feet to the point of beginning.

EXCEPTING THEREFROM the following described tract of land deeded to Scott A. Merano and Stacie S. Merano in Deed recorded in Book 1101 at page 442 described as follows: Part of the Northeast Quarter of the Southeast Quarter of Section 15, Township 8 North, Range 3 West of the Third Principal Meridian, Montgomery County, Illinois, being more particularly described as follows: Commencing at the Northeast corner of the Northeast Quarter of said Southeast Quarter, thence South 00 degrees 47 minutes 17 seconds East along the East line of the Northeast Quarter of said Southeast Quarter, a distance of 626.27 feet to the point of beginning, from said point of beginning, thence continuing South 00 degrees 47 minutes 17 seconds East along said East line, a distance of 237.71 feet; thence North 86 degrees 38 minutes 03 seconds West, a distance of 516.88 feet; thence North 00 degrees 46 minutes 31 seconds

East, a distance of 223.07 feet; thence South 88 degrees 14 minutes 04 Seconds East, a distance of 509.94 feet to the point of beginning, containing 2.712 acres, more or less.
Parcel ID: 17-15-400-008

Tract 7:
Part of the North Half of the North Half of the North Half of the Southwest Quarter of Section 15, Township 8 North, Range 3 West of the Third Principal Meridian, situated in Montgomery County, Illinois.
Parcel ID: 17-15-300-007

Tract 8:
The North Twenty (20) acres of the Southeast Quarter of Section 16, Township 8 North, Range 3 West of the Third Principal Meridian, situated in Montgomery County, Illinois.
Parcel ID: 17-16-400-004

Tract 9:
The Southwest Quarter of Section 16, Township 8 North, Range 3 West of the Third Principal Meridian, situated in Montgomery County, Illinois
Parcel ID: 17-16-300-001

Tract 10:
The Northeast Quarter of the Southeast Quarter of Section 17, Township 8 North, Range 3 West of the Third Principal Meridian, situated in Montgomery County, Illinois.
Parcel ID: 17-17-400-004

15th St. + Coffeen Rd

201400001264
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER, COUNTY RECORDER
04-21-2014 At 10:56 am.
SURPLAT C 70.00
OR Book 1567 Page 333 - 333
RHSP Surcharge 9.00

DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

Plat of Survey

Pts Section 15, 16, & 17
Twp 8N R 3W

Savatran LLC

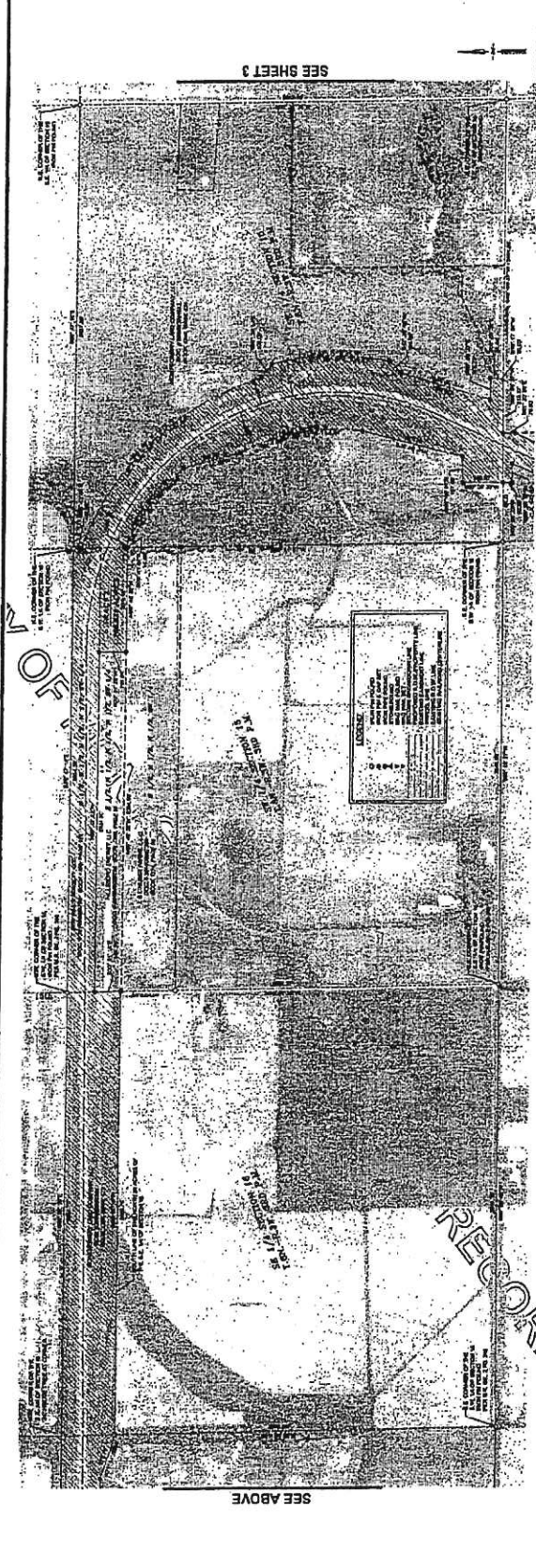
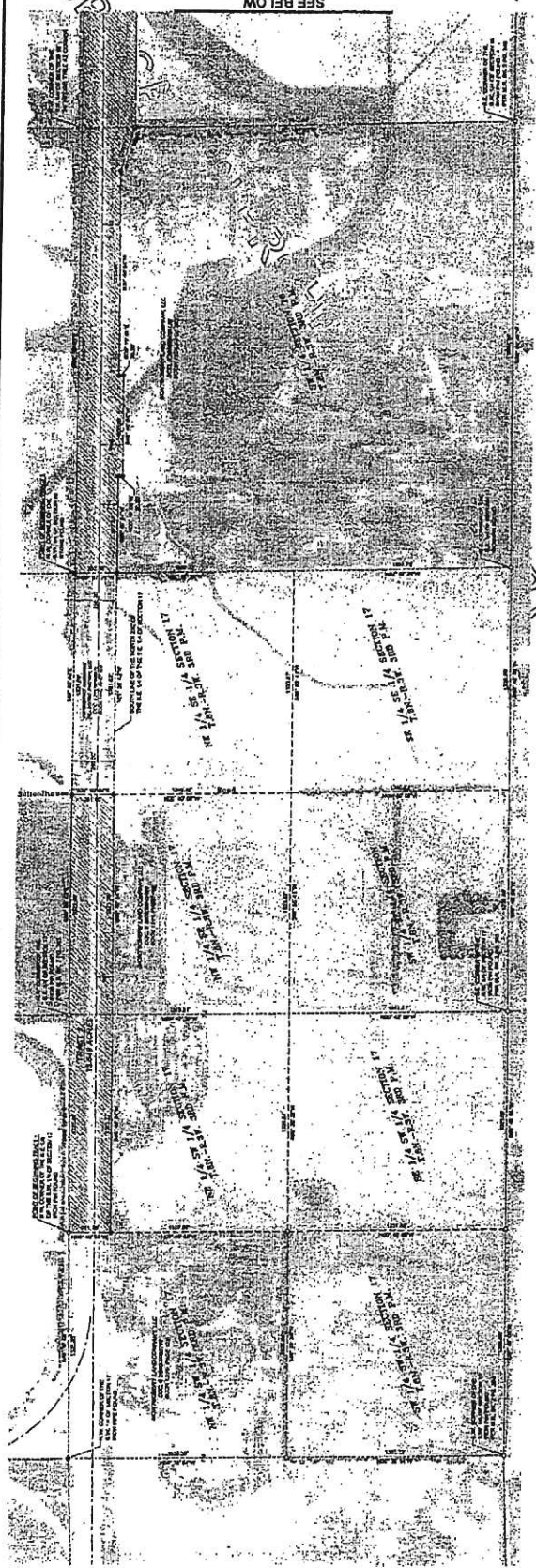
Slide 364

HR
HURST-ROSCHÉ
ENGINEERS, INC.
 1400 E. TREMONT STREET
 BELLWOOD, IL 60104
 P: 708.433.1312
 FAX: 708.433.1313
 EAST AURORA, IL
 SPRINGFIELD, IL

DATE: 02/14/14
 PROJECT NO.: 14-000
 CHECKED: [Signature]
 DRAWN: [Signature]
 BY: [Signature]
 SHEET 1 OF 3

SAVATRAN LLC, COFFEEN RAILROAD CORRIDOR
 TOWNSHIP 8 NORTH, RANGE 3 WEST &
 THIRD PRINCIPAL MERIDIAN,
 MONTGOMERY COUNTY, ILLINOIS

2



201000059724
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER, COUNTY RECORDER
08-30-2010 At 10:31 am.
EASEMENT 71.00
OR Book 1399 Page 78 - 94A
RHSP Surcharge 10.00
Instrument Book Page
201000059724 OR 1399 78

DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY RECORDER

GRANT OF SURFACE EASEMENT

WHEREAS, **Montgomery Land Company, LLC**, a Delaware limited liability company whose mailing address is 208 Public Square, 4th Floor, Benton, IL 62812 ("GRANTOR"), owns certain lands in Montgomery County, Illinois ("GRANTOR Lands");

WHEREAS, **Oeneus LLC**, a Delaware limited liability company doing business as **Savatran LLC**, whose mailing address is 208 Public Square, 4th Floor, Benton, IL 62812 ("GRANTEE"), desires and plans to construct, inspect, operate, maintain, repair, relocate, and remove a railroad (including without limitation a rail bed; tracks; switches; side tracks; roads; communication and data transmission lines and facilities; rail signals and posts; signs; stations; boxes; drainage facilities; and any and all facilities reasonably related to and necessary for the operation of a railroad ("Railroad") and uses and desires to use parts or portions of the GRANTOR Lands to construct, inspect, operate, maintain, repair, relocate, and remove various surface improvements and facilities reasonably related to and necessary for the operation of the Railroad (collectively "Surface Facilities") over, across and through a Surface Easement (hereafter defined);

WHEREAS, GRANTOR acknowledges and agrees that GRANTEE will need and that GRANTOR will grant to GRANTEE, subject to the terms and conditions set forth herein, an easement and related rights (to run with the land) for the Surface Facilities over, across, and

through certain parts or portions of the GRANTOR Lands as described on "Exhibit "A"" attached hereto and made a part hereof ("Surface Easement Area"); and with such easement, rights, activities and Surface Facilities being collectively the "Surface Easement"; and

WHEREAS, GRANTOR is willing to grant the Surface Easement to GRANTEE upon and under terms and conditions acceptable to the parties and as set forth and contained in this Surface Easement Agreement (hereafter defined).

NOW THEREFORE:

THIS INDENTURE ("Surface Easement Agreement") WITNESSETH, that GRANTOR and its successors, assigns, and lessees (still referred to collectively as "GRANTOR") for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT and CONVEY (subject to the terms and conditions set forth herein, including certain rights reserved by GRANTOR) unto GRANTEE and its permitted successors and assigns (still referred to collectively as "GRANTEE"), for the benefit of the GRANTEE Benefitted Real Estate, on a non-exclusive basis, the Surface Easement which is an easement and right of way permitting GRANTEE to construct, reconstruct, use, operate, repair and maintain the Surface Facilities upon and over the Surface Easement Area, together with the right of ingress and egress over GRANTOR Lands in the exercise of the rights herein granted, provided, that in the exercise of such rights GRANTEE will, whenever practicable to do so, use regularly established rights of way, highways or roadways; and provided, however, in exercising its rights hereunder, GRANTEE shall not unreasonably interfere with GRANTOR's use of GRANTOR Lands. GRANTEE's use and enjoyment of the Surface Easement granted to GRANTEE herein shall be subordinate and subject to the use and enjoyment of the surface easement given and granted by GRANTOR to Hillsboro Energy, LLC, a Delaware limited liability company ("Hillsboro"), by and through that certain "Grant of Surface Easement" dated August 12 2010, 2010 ("Hillsboro Easement") which Hillsboro Easement covers or affects part of the Surface Easement Area .

The easement and rights hereby granted shall be used and exercised at all times and in such manner as not to interfere (other than as permitted hereunder) with the use of the GRANTOR Lands by GRANTOR and its successors, assigns, employees, affiliates, subsidiaries, agents, representatives, guests, occupants, contractors, licensees, tenants, and invitees ("GRANTOR Related Parties"), as GRANTOR or GRANTOR Related Parties (collectively "GRANTOR Parties") shall from time to time deem reasonably necessary or advisable. Therefore, this grant is made upon and subject to the following reservations and conditions, to-wit:

- 1. GRANTOR, for itself and the other GRANTOR Parties, reserves the non-exclusive right to the full use and enjoyment of the Surface Easement Area including, but not limited to, the right to construct, enlarge, rebuild, relocate, maintain, repair and operate utility lines above ground and/or underground and pipe lines for the transmission and distribution of

gas, oil, or other substances of any type or kind over, under, upon and across the Surface Easement Area; provided, however, GRANTOR Parties shall not interfere, in any material way, with GRANTEE's use of the Surface Easement Area for the purposes set forth above. GRANTEE's use and enjoyment of the Surface Easement herein granted shall be subordinate and subject to the Hillsboro Easement and Hillsboro's use and enjoyment of the Hillsboro Easement.

2. GRANTEE agrees to repair to its original condition any damage to the Surface Easement Area, not consistent with the rights granted to GRANTEE herein.
3. Subject to the provisions of Section 28 hereof, GRANTEE and its successors, assigns, employees, affiliates, subsidiaries, agents, representatives, guests, occupants, licensees, tenants and invitees shall have the right to use the Surface Easement Area for railroad-related purposes.
4. GRANTEE agrees to reimburse GRANTOR upon demand for any damage to GRANTOR's Parties' facilities now or hereafter located within the Surface Easement Area caused by or resulting from the exercise by GRANTEE of the rights and privileges hereby granted to GRANTEE.
5. All of the Surface Facilities shall be installed, constructed, repaired, maintained and removed in a good and workmanlike manner by GRANTEE; at GRANTEE's sole cost, expense, risk and liability; in a manner reasonably satisfactory to GRANTOR; and in compliance with all applicable federal, state and local laws, rules and regulations. GRANTEE shall obtain any permits, licenses or franchises required by law for such activities. GRANTEE shall pay or reimburse GRANTOR for any and all *ad valorem* real property taxes associated with the Surface Easement Area and the Surface Facilities.
6. GRANTEE shall not, directly or indirectly, create or permit to be created or to remain, and shall promptly discharge, any lien, encumbrance or other charge on the Surface Easement Area resulting from any act or omission by GRANTEE or those claiming by, through or under GRANTEE.
7. GRANTEE assumes all risks incident to GRANTEE's use and enjoyment of the Surface Easement Area and the rights and privileges hereby granted and agrees to exercise reasonable caution in connection with its operations and activities in, on or about the Surface Easement Area.
8. GRANTOR, upon the written consent of GRANTEE, reserves the right to modify or relocate the Surface Easement Area provided such modification or relocation does not materially interfere with GRANTEE's use of the Surface Easement Area and/or the Surface Facilities or otherwise reduces the rights and benefits granted to GRANTEE herein.

9. The use of the Surface Facilities and the Surface Easement Area by GRANTEE shall be at the sole expense and risk of GRANTEE, and GRANTOR Parties shall not be responsible for or have any liability to GRANTEE, or their respective agents, employees, tenants, licensees, invitees, contractors, successors or assigns or any other person, for or on account of any damages to property and/or injuries to or deaths of persons, suffered or incurred by GRANTEE, or their respective affiliates, agents, employees, tenants, licensees, invitees, contractors, successors or assigns or any other person or entity, arising in any manner from the occupation of or use by GRANTEE or their respective affiliates, agents, employees, tenants, licensees, contractors or invitees of the Surface Easement Area unless such damages, injuries and/or deaths are caused solely by the negligence or willful misconduct of GRANTOR Parties.
10. GRANTEE hereby represents to GRANTOR that GRANTEE, in exercising its rights under this Surface Easement Agreement, shall comply with any federal, state or local laws, regulations, ordinances, permits or other authorizations. GRANTEE agrees that the Surface Facilities shall be maintained at no cost or expense to GRANTOR and in a good condition and state of repair. In exercising any rights or privileges under this Surface Easement Agreement, GRANTEE recognizes and affirms that GRANTOR would not enter into this Surface Easement Agreement without this warranty and representation from GRANTEE.
11. Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon GRANTOR Parties, GRANTEE shall indemnify and hold harmless GRANTOR Parties from and against all loss, damage, claims and liability caused, in whole or in part, by GRANTEE's or its affiliates, agents, employees, tenants, contractors, licensees or invitees' (the "GRANTEE Parties") use or occupancy of the Surface Easement Area, including without limitation any contamination by Hazardous Substances, or other damage or injury to person or property. The indemnification provided by this section shall include all legal costs and attorneys' fees incurred by GRANTOR Parties in connection with any such loss, damage or claim and any action or proceeding had in connection therewith.

As used herein, "Hazardous Substances" means and includes all hazardous, toxic, ignitable, reactive or corrosive substances, wastes, materials, compounds, pollutants and contaminants (including, without limitation, asbestos, polychlorinated biphenyls and petroleum products) which are included under or regulated by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601, *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §2601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*, the Clean Air Act, 42 U.S.C. §7401, *et seq.*, or any other federal, state or local statute, ordinance, law, code, rule, regulation or order regulating or imposing liability (including strict liability) or standards of conduct regarding hazardous substances or materials (collectively, the "Environmental Laws").

If Hazardous Substances are used, stored, generated or disposed of on or in the Surface Easement Area by GRANTEE or its affiliates, agents, employees, tenants, licensees, contractors, or invitees, if a violation of Environmental Laws occurs with respect to the Surface Easement Area or if the Surface Easement Area becomes contaminated by Hazardous Substances in any manner by the acts of GRANTEE or its affiliates, agents, employees, tenants, contractors, licensees, or invitees, GRANTEE shall indemnify and hold GRANTOR harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including without limitation a decrease in value of the Surface Easement Area, damages caused by loss or restriction of use of the Surface Easement Area, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees). This indemnification includes without limitation any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if GRANTEE or its affiliates, agents, employees, tenants, contractors, licensees, or invitees causes the presence of any Hazardous Substance on the Surface Easement Area that results in contamination, GRANTEE shall promptly, at its sole expense, take any and all necessary actions to return the Surface Easement Area to the condition existing prior to the presence of any such Hazardous Substance. GRANTEE shall give prior notice to GRANTOR of any such remedial action.

GRANTEE shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, in violation of applicable law, any material into the atmosphere, ground, sewer system or any body of water in connection with its use or occupancy of the Surface Easement Area, if that material (as is reasonably determined by any governmental authority) does or may pollute or contaminate the same or may adversely affect (i) the health, welfare or safety of persons, whether located on the Surface Easement Area or elsewhere, or (ii) the condition, use or enjoyment of the Surface Easement Area.

12. GRANTEE hereby agrees to indemnify and save GRANTOR Parties harmless of and from any and all losses, liabilities, demands, causes of action, costs, damages, expenses, legal and other fees of every kind and nature, on account of damages to property and injuries to or death of persons caused from the use by GRANTEE Parties of the Surface Easement Area.
13. GRANTEE shall maintain and/or cause to be maintained, at its sole expense, liability insurance insuring GRANTOR Parties against claims for bodily injury, death and property damage occurring as a result of GRANTEE's construction, installation, operation, use, repair and/or removal of the Surface Facilities. The insurance shall be carried by an insurance company or companies qualified to do business in the State of Illinois with a Best Key Rating Guide Property-Casualty United States Rating of at least an A- and a Financial Rating of VII or better and having limits for bodily injury or personal injury to or death of any person, or more than one person, or for property damage in an amount not less than five million dollars (\$5,000,000.00) combined single limit per occurrence/aggregate, such coverage to be in a Commercial General Liability

Form at least as broad as the most commonly available ISO Commercial General Liability Policy. The insurance shall be written on an "occurrence" form and not on a "claims made" form. Any insurance required to be provided under this paragraph may be in a form of blanket liability coverage so long as the blanket policy does not reduce the limits nor diminish the coverage required herein. GRANTEE shall maintain such increased amounts of the foregoing liability insurance as would be determined to be commercially reasonable for similar operations located in the Southern Illinois area. GRANTEE shall cause a certificate of insurance reasonably evidencing compliance with the requirements of this paragraph to be delivered to GRANTOR which names GRANTOR Parties as additional insureds. The certificate shall indicate that such insurance cannot be modified, terminated or cancelled without at least thirty (30) days' prior written notice to GRANTOR.

14. It is expressly understood that GRANTOR does not warrant title to the Surface Easement Area or GRANTOR's Lands, and GRANTEE accepts this grant subject to all existing easements, rights of way, liens, encumbrances, leases and other superior rights in and to said real estate which are of public record.
15. This indenture is executed and delivered subject to the limitation and condition that the easement and rights hereby granted to GRANTEE shall cease and terminate automatically and without further action or notice of any kind if GRANTEE has not constructed a Railroad on or using the Surface Easement Area within _____ () years following the date of the execution of this Surface Easement Agreement.
16. No easements, except those expressly set forth herein, shall be implied by this indenture. Nothing contained herein shall be used or construed as a grant of any rights to any public or government authority or agency.
17. The provisions hereof are not intended and do not constitute a dedication for the public use, and the rights and easement herein granted are private and for the benefit of the parties hereto and their respective affiliates, agents, employees, tenants, licensees and invitees.
18. No waiver or default under this indenture by any party hereto shall be implied from any omission of any party to take any action with respect to such default if such default continues or is repeated.
19. To the extent any consent, authorization or permit is required by any third party relating to GRANTEE's use of the Surface Easement Area and/or the construction, maintenance, operation, repair or removal of the Surface Facilities, GRANTEE shall obtain and maintain such authorization, consent or permit.
20. All notices given hereunder shall be in writing and shall be deemed to have been properly served: (a) two (2) business days following the day said communication is deposited in

the United States Mail (by regular first class mail service); or (b) one (1) business day following the day said communication is sent by a nationally recognized overnight courier service (for next day delivery) to the address of the party to which communication is to be served as set forth in the first paragraph of this Surface Easement Agreement. Either party may change its address for notice purposes by providing written notice to the other party as set forth herein.

21. Upon the termination of this Surface Easement Agreement for any reason, GRANTEE shall, at GRANTOR's option, (a) remove all or such portion of the Surface Facilities as GRANTOR shall request; or (b) abandon all or such portion of the Surface Facilities as GRANTOR shall request. If GRANTOR shall request the removal of some or all of the Surface Facilities, GRANTEE shall promptly remove such of the Surface Facilities as requested by GRANTOR and restore the Surface Easement Area to the same condition as existed before the Surface Facilities were constructed or installed. Until this Surface Easement Agreement is terminated, ownership of the Surface Facilities shall be in GRANTEE. Following the termination of this Surface Easement Agreement, GRANTOR shall be deemed the owner of any of the Surface Facilities which shall remain on the Surface Easement Area after the exercise of GRANTOR's right set forth above.
22. The rights and obligations set forth in this Surface Easement Agreement shall be deemed to be valuable proprietary rights of GRANTOR and GRANTEE and their respective affiliates, licensees, invitees, lessees, successors and assigns, requiring equitable protection in order to avoid irreparable injury which may not be adequately remedied by monetary damages. Each person, firm or entity who owns an interest in the real estate benefitted or burdened hereby shall have the right to specifically enforce this Surface Easement Agreement and, if appropriate, to obtain a temporary or permanent injunction to restrain the violation of the terms and provisions of this Surface Easement Agreement. Any such person, firm or entity, or their successors or assigns, may enforce this Surface Easement Agreement by any appropriate action or proceeding held in a court or administrative agency of competent jurisdiction. A successful party in such action or proceeding shall be entitled to recover from the unsuccessful party in such action or proceeding, a judgment against the unsuccessful party for all of the successful party's reasonable attorney fees, costs and expenses of litigation incurred in any such action or proceeding. Such judgment may, if within the subject matter jurisdiction of such court or administrative agency, be included as a part of the relief obtained in such action or proceeding.
23. In the event any part of this Surface Easement Agreement is deemed to be void, voidable or otherwise unenforceable as being against public policy or otherwise, such portion which is determined to be void, voidable or otherwise unenforceable shall be deemed severed herefrom and the balance of this Surface Easement Agreement shall continue in full force and effect to the extent that it can continue to be enforced in a manner not materially inconsistent with the intention of the parties as expressed herein.

24. This Surface Easement Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which taken collectively shall be deemed a single instrument. Neither this Surface Easement Agreement nor any part or provision hereof shall be construed or interpreted against any party as a result of such party being the drafter hereof or thereof.
25. Nothing contained in this Surface Easement Agreement shall be deemed to be a gift or dedication of any part of the GRANTEE Benefitted Real Estate, Surface Easement Area and/or GRANTOR's Lands to or for the general public for any public purpose whatsoever. It is the intention of the parties to this Surface Easement Agreement that it be interpreted and construed solely for the purposes set forth herein and for the sole benefit and/or burden of the GRANTEE Benefitted Real Estate or GRANTOR's Lands.
26. The proper and complete performance of each covenant of this Surface Easement Agreement shall be deemed of the essence thereof, and in the event GRANTEE fails or refuses to fully and completely perform any such covenant or remedy any breach thereof within thirty (30) days after receiving a written notice from GRANTOR to do so (or within forty-eight (48) hours in the event of notice of an emergency), GRANTOR shall have the option of immediately terminating this Surface Easement Agreement and the privileges and powers hereby conferred regardless of any fees having been paid in advance; provided however, GRANTOR's right to terminate this Surface Easement Agreement shall be stayed for so long as GRANTEE undertakes to remedy such breach with due diligence and reasonable dispatch.
27. Neither party nor any third party beneficiary of this Surface Easement Agreement shall be liable to the other party or to any third party beneficiary for any form of consequential, indirect, incidental or punitive damages whatsoever for breach of this Surface Easement Agreement or otherwise, and each party releases the other party therefrom.
28. GRANTEE shall not assign, transfer or dispose of this Surface Easement Agreement or the rights and privileges conferred thereby, or any part thereof, without the consent in writing, first obtained, of GRANTOR, which consent shall not be unreasonably withheld, conditioned or delayed. Without prejudice to the foregoing, this Surface Easement Agreement shall be binding upon and inure to the benefit of each party hereto and any subsequent successors and assigns.
29. The failure of GRANTOR to enforce any term or condition herein shall not be deemed as a waiver of its rights to subsequently enforce such term or condition; nor shall a valid waiver of GRANTEE's breach of any term or condition be deemed a waiver of any subsequent breach by GRANTEE.
30. The easement created hereby, together with the other provisions set forth herein, shall constitute covenants running with the land for the benefit of the owner of the GRANTEE Benefitted Real Estate. In the event that any provision of this instrument shall be held by

a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be enforced to the fullest extent permissible and the remaining portion of this instrument shall remain in full force and effect. As used in this instrument, the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words and pronouns of any gender shall include any other gender. The Recitals hereto (being the "WHEREAS" clauses hereof) are hereby made a part of and incorporated into this Surface Easement Agreement. This Surface Easement Agreement is the final agreement between the parties hereto; contains the entire, complete and exclusive agreement concerning the matters set forth herein; and supersedes all prior oral or written understandings, agreements or contract, formal or informal regarding such matters. THIS PROVISION AND EACH AND EVERY OTHER PROVISION OF THIS INSTRUMENT MAY NOT UNDER ANY CIRCUMSTANCE BE MODIFIED, CHANGED, AND/OR AMENDED AND NO PROVISION HEREUNDER MAY BE WAIVED VERBALLY. ANY SUCH PROVISION MAY BE MODIFIED, CHANGED, AMENDED OR WAIVED ONLY BY AN AGREEMENT, IN WRITING, EXECUTED BY THE PARTIES HERETO.

GRANTEE joins in the execution hereof for the purpose of evidencing its acceptance of the Surface Easement subject to the reservations, conditions, terms, and provisions hereinabove set forth.

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused the execution hereof this 12th day of August, 2010.

[Signatures and Acknowledgments are on the following pages.]

DUPONT PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

DUPLICATION PROHIBITED PROPERTY

GRANTOR:

Montgomery Land Company, LLC

By Donald R. Holcomb

Name: DONALD R. HOLCOMB

Title: AUTHORIZED REPRESENTATIVE

GRANTEE:

Geneus LLC doing business as Savatran LLC

By Michael J. Beecher

Name: MICHAEL J. BEECHER

Title: AUTHORIZED REPRESENTATIVE

MONTGOMERY COUNTY, IL RECORDER

STATE OF West Virginia)
) SS.
COUNTY OF KANAWHA)

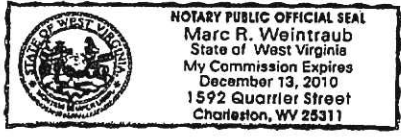
I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that DONALD R. HOLCOMB, personally known to me to be the Authorized Person of Montgomery Land Company, LLC, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument of writing as the Authorized Person of said limited liability company, pursuant to authority given, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 12th day of August, 2010.

Marc R. Weintraub
Notary Public

My Commission Expires: 12-13-2010

STATE OF West Virginia)
) SS.
COUNTY OF KANAWHA)



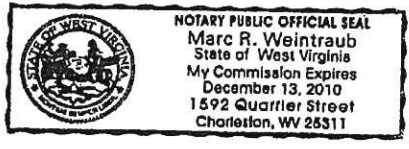
I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that ~~Donald R. Holcomb~~ Michael J. Beyer, personally known to me to be the Authorized Person of Oeneus LLC, a Delaware limited liability company doing business as Savatran LLC, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument of writing as the Authorized Person of said limited liability company, pursuant to authority given, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 12th day of August, 2010.

Marc R. Weintraub
Notary Public

My Commission Expires: 12-13-2010

Prepared by:
Elizabeth Dow, Esq.
Bailey & Glasser, LLP
1003 Western Avenue
Joliet, Illinois 60435



DIPI... PROPERTY OF M... COUNTY, IL RECORDER

Exhibit "A"

Parcel 1

The North One-Half (N1/2) of the North One-Half (N1/2) of the North One-Half (N1/2) of the Southwest Quarter (SW1/4) in Section Fifteen (15), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian. EXCEPTING the West 2,034.00 feet of the South One-Half (S1/2) of the North One-Half (N1/2) of the North One-Half (N1/2) of the North One-Half (N1/2) of the Southwest Quarter (SW1/4) of said Section Fifteen (15), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian.

PIN #: 17-15-300-007

ADDRESS: E. 15th Ave. Hillsboro, Illinois 62049

PARCEL 2. The North Two Hundred (200) feet of the following described property to wit:

The Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4); The Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4); AND the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) all being in Section Seventeen (17), ALSO the Southwest Quarter (SW1/4) AND the North Twenty (20) acres of the Southeast Quarter (SE1/4) of Section Sixteen (16) all in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian.

PIN #: 17-17-300-001; 17-17-300-003; 17-17-400-001; 17-16-300-001; 17-16-400-004

ADDRESS: Schoolhouse Rd. Hillsboro, Illinois 62049; E. 15th Ave. Hillsboro, Illinois 62049

PARCEL 3. The Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4); the West One-Half (W1/2) of the Southeast Quarter (SE1/4); and the West One-Half (W1/2) of the West One-Half (W1/2) of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Fifteen (15), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian.

EXCEPTING the following described tract: Beginning at the Southeast (SE) corner of the West Half (W/2) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of said Section Fifteen (15); thence on the South line of the Southeast Quarter (SE/4) of Section Fifteen (15), South 89 degrees 59 minutes 37 seconds West 677.31 feet to the centerline of the said branch, North 19 degrees 17 minutes 25 seconds East 30.00 feet; thence continuing on the centerline of the said branch, North 63 degrees 42 minutes 01 seconds East 531.76 feet; thence continuing on the centerline of the said branch, South 88 degrees 57 minutes 33 seconds East, 111.69 feet; thence continuing on the centerline of the said branch, North 80 degrees 36 minutes 31 seconds East, 59.96 feet; thence continuing on the centerline of the said branch,

DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY RECORD

North 3 degrees 04 minutes 19 seconds East, 55.97 feet; thence continuing on the centerline of the said branch North 42 degrees 10 minutes 10 seconds East, 19.57 feet to the East line of the West Half (W/2) of the West Half (W/2) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of said Section Fifteen (15); thence on the East line, South 0 degrees 37 minutes 23 seconds East, 342.01 feet to the point of beginning.

FURTHER EXCEPTING Part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Fifteen (15), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, situated in Montgomery County, Illinois, being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter (NE1/4) of said Southeast Quarter (SE1/4), thence South 00 degrees 47 minutes 17 seconds East along the East line of the Northeast Quarter (NE1/4) of said Southeast Quarter (SE1/4), a distance of 626.27 feet to the point of beginning.

From said point of beginning; thence continuing South 00 degrees 47 minutes 17 seconds East along said East line, a distance of 237.71 feet; thence North 86 degrees 38 minutes 03 seconds West, a distance of 516.88 feet; thence North 00 degrees 46 minutes 31 seconds East, a distance of 223.07 feet; thence South 88 degrees 14 minutes 04 seconds East, a distance of 509.94 feet to the point of beginning.

PIN #: 17-15-400-008

ADDRESS: Coffeen Rd. Hillsboro, Illinois 62049

PARCEL 4. The West Twenty (20) acres of the North One-Half (N1/2) of the Northeast Quarter (NE1/4) of Section Twenty-Two (22), Township Eight (8) North Range, Range Three (3) West of the Third Principal Meridian.

PIN #: 17-22-200-001

ADDRESS: N. 9th Ave. Hillsboro, Illinois 62049

Parcel 5. Part of the South Half of the Northeast Quarter and part of the North Half of the Southeast Quarter of Section Twenty-Two (22), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, being more particularly described as follows:

Beginning at the southwest corner of the said Northeast Quarter of Section 22; thence on the west line of the said Northeast Quarter, North 1 degree 20 minutes 20 seconds West, 1331.69 feet to the northwest corner of the said South Half of the Northeast Quarter; thence on the north line of the said South Half of the Northeast Quarter, South 89 degrees 57 minutes 20 seconds East, 657.94 feet; thence South 1 degree 20 minutes 17 seconds East, 1332.27 feet to the north line of the said North Half of the Southeast Quarter; thence South 1 degree 20 minutes 17 seconds East, 1317.73 feet to the south line of the said North Half of the Southeast Quarter; thence on the said south line of the North Half of the

Southeast Quarter, North 89 degrees 48 minutes 00 seconds West, 657.94 feet to the southwest corner thereof, thence on the west line of the said Southeast Quarter, North 1 degree 20 minutes 20 seconds West, 1316.53 feet to the point of beginning.

PIN #: 17-22-200-005; 17-22-400-004

ADDRESS Coffeen Rd. Hillsboro, Illinois 62049

Parcel 6. The Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Twenty-Two (22) AND the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section Twenty-Seven (27), all in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian.

PIN #: 17-22-400-002; 17-27-200-001

ADDRESS: Coffeen Rd. Hillsboro, Illinois 62049

Parcel 7. Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) all in Section Twenty-seven (27), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian.

PIN #: 17-27-200-003; 17-27-200-006

ADDRESS: Coffeen Rd. Hillsboro, Illinois 62049

Parcel 8. Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) and East Half (E ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Twenty-seven (27), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, except the North 50 feet of said tracts, the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Twenty-seven (27) Township Eight (8) North, Range Three (3) West of the Third Principal Meridian; And part of the North Half (N ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Thirty-four (34), in Township Eight (8) North, Range Three (3) West of the Third Principal, bounded as follows: Commencing at the Northeast corner of said Section Thirty-four (34) and running thence West to the Northwest corner of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼), thence South 40 rods, thence East 16 rods to the center of the old Irving Road, thence Northeasterly along the center of said road to the place of beginning.

PIN #: 17-27-400-003; 17-27-400-005; 17-34-200-007

ADDRESS: Coffeen Rd. Hillsboro, Illinois 62049

Parcel 9. Part of the North Half (N 1/2) of the Northeast Quarter (NE) and part of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Thirty-four (34), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, described as follows: Beginning at a point Thirty (30) feet South and Thirty (30) feet West of the Northeast corner of said Section Thirty-four (34), thence South 2° West Eighteen Hundred Fifty-five and one-half (1855 ½) feet to a concrete marker on the North side of the Coffeen and Vandalia Road, thence North 55° West Twenty-one Hundred Thirty-one (2131) feet to a concrete marker on the North side of said Road, thence North 89° 30' East Seven Hundred Eighty-one (781) feet, to an iron pin, thence North 60° East Twelve Hundred Forty-seven and one-half (1247 ½) feet to the place of beginning.

PIN #: 17-34-200-008

ADDRESS: Coffeen Rd. Hillsboro, Illinois 62049

Parcel 10. That part of the Northeast Quarter (NE ¼) of Section Thirty-four (34), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, described as follows: Beginning at the southeast corner of said quarter section; thence North 666 feet to a concrete marker on the south side of the Coffeen and Vandalia Road (State Route 185); thence along the south side of the said road North 54° 15' West 408 ½ feet to a road marker; thence North 10 feet to a marker; thence North 55 ½° West along the south side of the said road 1,421 feet to the center of a road; thence South along the centerline of the said road to the south line of the aforesaid Northeast Quarter (NE ¼) of Section Thirty-four (34); thence East along the aforesaid south line of the said quarter section to the place of beginning; excepting therefrom 3 tracts described as follows:

- A. Beginning at a point where the branch (which runs South and Southwest) intersects with State Route 185; thence South and Southwest along the said branch to the point where it joins a branch running North and South; thence North along the said branch to State Route 185; thence Southeast along the said State Route 185 a distance of 550 feet, more or less, to the place of beginning,
- B. Beginning at the southeast corner of the said quarter section; thence North 666 feet, more or less, to a concrete marker on the south side of State Route 185; thence along the south side of the said State Route 185 North 54° 15' West 270 feet, more or less, to the center of a branch; thence in a Southerly direction along the center of the said branch to a point on the south line of the said quarter-section 360 feet West of the point of beginning; thence East to the point of beginning,
- C. Beginning at a point defined by the intersection of the south right-of-way line of State Route 185 and the center of the road providing access to the Central Illinois Public Service power station; thence South 4 ½° East 280 feet; thence East 200 feet to a metal pin; thence

DUPPLICATION PROHIBITED BY MONTGOMERY COUNTY RECORDER

Northeasterly 125 feet to a metal pin (which pin is situated on the south right-of-way line of Illinois Route 185 a distance of 300 feet in a Southeasterly direction from the place of beginning); thence North 55 ½° West along the south right-of-way line of State Route 185 to the place of beginning.

The Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Thirty-four (34); and the north 10 acres of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Thirty-four (34); all in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian.

PIN #: 17-34-200-021 & 17-34-426-001

ADDRESS: Coffeen Rd. Coffeen, Illinois 62017

Parcel 11. Part of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Thirty-four (34), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, described as follows: Beginning at the southwest corner of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of said Section Thirty-four (34), thence East 407 feet to the east line of Washington Street; thence North 990 feet; thence West 407 feet; and thence South 990 feet to the place of beginning.

Except that part described as follows: Beginning at the southwest corner of the said Quarter Quarter Section, thence along the West line thereof North 0 03' 12" West 332.59 feet; thence North 83 55' 57" East 197.62 feet; thence South 2 08' 47" East 356.62 feet to the South line of the said Quarter Quarter Section; thence along the said South line North 89 12' 30" West 209.59 feet to the point of beginning.

PIN #: 17-34-476-003

ADDRESS: Cips Trl. Coffeen, Illinois 62017

Parcel 12. That part of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Thirty-four (34), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, described as follows: Beginning at the Northwest corner of Lot Eighty-three (83) in Shepherd's Place, a suburb of Coffeen, running thence North 415 feet to the South line of Fourth Street; thence East 300 feet to the West line of Madison Street; thence South 415 feet to the Northeast corner of Lot Sixty-six (66) in Shepherd's Place; and thence West 300 feet to the place of beginning (being formerly described as Lots 58 to 65 inclusive and Lots 75 to 82 inclusive in Shepherd's Place and the alley lying between said lots).

PIN #: 17-34-479-005

ADDRESS: 6043 Madison Street, Coffeen, Illinois 62017

Parcel 13. Lots Sixty-Six (66), Sixty-Seven (67), Sixty-Eight (68), Eighty-Three (83), Eighty-Four (84), Eighty-Five (85) in Shepherd's Place, a subdivision of the City of Coffeen, and that part of the vacated alley which lies between said lots situated in the City of Coffeen.

PIN#: 17-34-479-006

ADDRESS: 15355 N. 6th Ave. Coffeen, Illinois 62017

Parcel 14. Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Thirty-Four (34), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, being more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section Thirty-Four (34), thence along the West line of the said quarter quarter section North 0 degrees 03 minutes 12 seconds West 332.59 feet; thence North 83 degrees 55 minutes 57 seconds East 197.62 feet; thence South 2 degrees 08 seconds 48 minutes East 356.62 feet to the South line of the said quarter quarter section; thence along the said South line North 89 degrees 12 minutes 30 seconds West 209.59 feet to the point of beginning.

PIN#: 17-34-476-004

ADDRESS: N. 6th Ave. Coffeen, Illinois 62017

Parcel 15. The East Half (E ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Three (3); the West Half (W ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Three (3) (except five and one-half (5 ½) acres off of the South end thereof); all that part of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Three (3) lying Northwest of the railroad right of way, and all that part of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Two (2) lying Northwest of the railroad right of way, all being situated in Township Seven (7) North, Range Three (3) West of the Third Principal Meridian.

And

Part of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Two (2), Township Seven (7) North, Range Three (3) West of the Third Principal Meridian, described follows: Beginning at a point where the South line of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Two (2) intersects the South line of the railroad right of way, and running thence Northeastwardly, along said right of way, 1776 feet to the East line of said Quarter Quarter Section; thence South 35.35 feet; thence Southwestwardly, parallel to and 25 feet distant from said right of way, 1276 feet; thence South 425.65 feet to the South line of said Quarter Quarter Section; thence West 461 feet to the point of beginning.

PIN #: 21-03-200-017; 21-02-101-002 & 21-02-102-001

ADDRESS: CIPS Trail, Coffeen, IL 62017

Parcel 16. The South Five and one-half (5 ½) acres of the West Half (W ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Three (3), Township Seven (7) North, Range Three (3) West of the Third Principal Meridian.

PIN #: 21-03-200-004

ADDRESS: 900 Cips Trl. Coffeen, Illinois 62017

ALL BEING SITUATED IN MONTGOMERY COUNTY, ILLINOIS.

DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

201100064695
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER, COUNTY RECORDER
07-14-2011 At 12:27 pm.
MEMORANDUM 39.00
OR Book 1447 Page 328 - 331
RHSP Surcharge 10.00

Instrument Book Page
201100064695 OR 1447 328

DUPLICATION PROHIBITED PROPERTY

**SHORT FORM OR MEMORANDUM
OF
MITIGATION AGREEMENT**

THIS SHORT FORM OR MEMORANDUM OF MITIGATION AGREEMENT ("Short Form") is made and entered into on August 12, 2010, and is by and between **New River Royalty, LLC**, a Delaware limited liability company authorized to do business in the State of Illinois, with an address of 208 Public Square, 4th Floor, Benton, Illinois 62812 ("Surface Owner"); and **Hillsboro Energy LLC**, a Delaware limited liability company duly authorized to transact business in the State of Illinois, with an address of 925 S. Main Street, Hillsboro, Illinois 62049 ("Company"). Surface Owner and Company is each sometimes referred to individually as a "Party" and are sometimes referred to collectively as the "Parties".

WHEREAS, Surface Owner is the owner of the surface of various lands located in Montgomery County, Illinois ("Property"); and

WHEREAS, Company owns a coal mine ("Mine") which includes, or which hereafter may include, certain coal from the No. 5 and No. 6 seams of coal underlying the Property which is within the scope of operation for the Mine; and,

WHEREAS, the Parties have entered into that certain "Mitigation Agreement" with an Effective Date of August 12, 2010 ("Agreement") which sets forth the plan of the Parties for the mitigation of subsidence damage to the Structure(s) (being the structures or facilities located on the Property) and for either the repair of or the payment of compensation for damages to the Structure(s) caused by or resulting from Company's mining and/or removal of coal from the No.

5 and No. 6 seams of coal only in the Mine as required by the Illinois Surface Coal Mining Land Conservation and Reclamation Act, 225 ILCS 720/1.01 *et seq.*, certain regulations issued thereunder, or any other applicable law.

The Agreement gives Company certain rights and/or obligations or responsibilities regarding inspecting Structures and repairing or compensating for certain Damage (as defined in the Agreement). In the Agreement Surface Owner waives certain rights regarding minimization and notice of subsidence; and Surface Owner agrees to certain restrictions on constructing new structures and making improvements to existing structures.

The term of the Agreement is for twenty-five (25) years after its Effective Date; provided that if coal mine subsidence occurs prior to the end of said term, such term shall be extended until such time as any Damages (as defined in the Agreement) are corrected by repair or addressed by the payment of diminution in value. In addition, if mining operations under the Property have not been completed by the end of such term, such term shall be extended until such time as all such mining operations have been completed and any Damages caused thereby or resulting therefrom are corrected by repair or addressed by the payment of diminution in value. However, in no event and under no circumstance shall the term of the Agreement extend beyond forty (40) years after its Effective Date.

In the Agreement Surface Owner acknowledges that Company has certain mining rights which permit the mining of coal underlying the Property, and the Agreement confirms in Company the right to subside the surface of the Property by any extraction method now used or which may become available in the future, except strip or open pit methods, and the right to subside the surface of the Property without liability to Surface Owner (except as provided for in the Agreement) for any and all damages to the surface or subsurface or anything thereon or therein for surface or subsurface subsidence caused by mining out the coal, including without limitation not leaving pillars, partial pillars or artificial supports under the Property and mining by longwall or any other full extraction method.

The Agreement provides if Surface Owner, or Surface Owner's agent, or anyone acting on behalf of Surface Owner or for Surface Owner's benefit, acquires any surface land or surface property within Montgomery County, Illinois during the term of the Agreement ("New Surface"), the New Surface shall be and become part of the Property (and thereby become subject to the Agreement).

The Parties acknowledge and agree that (a) this Short Form is executed only for recording purposes in order to give notice of the existence of the Agreement, its purposes, and some of its provisions; (b) the lands owned by Surface Owner in Montgomery County, Illinois (and any New Surface) are subject to the Agreement; (c) capitalized terms in this Short Form shall have the same meaning given to the terms in the Agreement; and (d) to the extent that the terms and provisions of this Short Form differ from those in the Agreement, the terms and provisions of the Agreement shall control.

IN WITNESS WHEREOF, each Party has executed this Short Form the day and year first written above.

SURFACE OWNER

New River Royalty, LLC

By: Donald R Holcomb

Its: AUTHORIZED PERSON

COMPANY

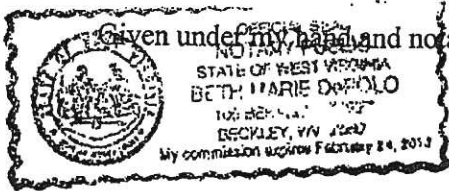
Hillsboro Energy LLC

By: Donald R Holcomb

Its: AUTHORIZED PERSON

STATE OF WV)
) SS.
COUNTY OF Raleigh)

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Donald R Holcomb, personally known to me to be a duly authorized person of New River Royalty, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.



Given under my hand and notarial seal on this 5th day of July, 2011.
Beth Marie D'Amico
Notary Public

STATE OF WV)
) SS.
COUNTY OF Mason)

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Donald H. Holcomb, personally known to me to be a duly authorized person of Hillsboro Energy LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 5th day of July, 2011.



Marie DePolo
Notary Public

Prepared By and Return To:

New River Royalty, LLC
208 Public Square, 4th Floor
Benton, IL 62812

DUBLICATED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

201100064696
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER, COUNTY RECORDER
07-14-2011 At 12:27 pm.
MEMORANDUM 69.00
OR Book 1447 Page 332 - 341
RHSP Surcharge 10.00

Instrument Book Page
201100064696 OR 1447 332

DUPLICATION PROHIBITED PROPERTY

**SHORT FORM OR MEMORANDUM
OF
MITIGATION AGREEMENT**

THIS SHORT FORM OR MEMORANDUM OF MITIGATION AGREEMENT ("Short Form") is made and entered into on August 12, 2010, and is by and between **Oeneus LLC**, a Delaware limited liability company duly authorized to transact business in the State of Illinois as **Savatran LLC**, with an address of 208 Public Square, 4th Floor, Benton, Illinois 62812 ("Surface Easement Owner"); and **Hillsboro Energy LLC**, a Delaware limited liability company duly authorized to transact business in the State of Illinois, with an address of 925 S. Main Street, Hillsboro, IL 62049 ("Company"). Surface Owner and Company is each sometimes referred to individually as a "Party" and are sometimes referred to collectively as the "Parties".

WHEREAS, Surface Easement Owner was granted an easement and related rights to construct, inspect, operate, maintain, repair, relocate, and remove a railroad over, across, and through certain parts or portions of the lands of Montgomery Land Company, LLC in Montgomery County, Illinois ("Surface Easement Area") in and pursuant to that certain "Grant of Surface Easement" from Montgomery Land Company, LLC (now New River Royalty, LLC as a result of a merger of Montgomery Land Company, LLC into New River Royalty, LLC on August 12, 2010) to Surface Easement Owner dated August 12, 2010 and filed for record on August 30, 2010 in the Office of the Recorder of Montgomery County, Illinois as Instrument 201000059724 and in OR Book 1399, at Page 78 ("Easement Grant"), reference to which is here made for all pertinent purposes; and,

WHEREAS, The Surface Easement Area is described on Exhibit "A" to the Easement

Grant, and that Exhibit "A" is also attached to and made a part of this Short Form, and such Surface Easement Area is hereafter referred to as the "Property"; and

WHEREAS, Company owns a coal mine ("Mine") which includes, or which hereafter may include, certain coal from the No. 5 and No. 6 seams of coal underlying the Property which is within the scope of operation for the Mine; and,

WHEREAS, the Parties have entered into that certain "Mitigation Agreement" with an Effective Date of August 12, 2010 ("Agreement") which sets forth the plan of the Parties for the mitigation of subsidence damage to the Structure(s) (being the structures or facilities located on the Property) and for either the repair of or the payment of compensation for damages to the Structure(s) caused by or resulting from Company's mining and/or removal of coal from the No. 5 and No. 6 seams of coal only in the Mine as required by the Illinois Surface Coal Mining Land Conservation and Reclamation Act, 225 ILCS 720/1.01 *et seq.*, certain regulations issued thereunder, or any other applicable law.

The Agreement gives Company certain rights and/or obligations or responsibilities regarding inspecting Structures and repairing or compensating for certain Damage (as defined in the Agreement). In the Agreement Surface Easement Owner waives certain rights regarding minimization and notice of subsidence.

The term of the Agreement is for twenty-five (25) years after its Effective Date; provided that if coal mine subsidence occurs prior to the end of said term, such term shall be extended until such time as any Damages (as defined in the Agreement) are corrected by repair or addressed by the payment of diminution in value. In addition, if mining operations under the Property have not been completed by the end of such term, such term shall be extended until such time as all such mining operations have been completed and any Damages caused thereby or resulting therefrom are corrected by repair or addressed by the payment of diminution in value. However, in no event and under no circumstance shall the term of the Agreement extend beyond forty (40) years after its Effective Date.

In the Agreement Surface Easement Owner acknowledges that Company has certain mining rights which permit the mining of coal underlying the Property, and the Agreement confirms in Company the right to subside the surface of the Property by any extraction method now used or which may become available in the future, except strip or open-pit methods, and the right to subside the surface of the Property without liability to Surface Easement Owner (except as provided for in the Agreement) for any and all damages to the surface or subsurface or anything thereon or therein for surface or subsurface subsidence caused by mining out the coal, including without limitation not leaving pillars, partial pillars or artificial supports under the Property and mining by longwall or any other full extraction method.

The Agreement provides if Surface Easement Owner, or Surface Easement Owner's agent, or anyone acting on behalf of Surface Easement Owner or for Surface Easement Owner's benefit, acquires any surface land or surface property within Montgomery County, Illinois during the term of the Agreement ("New Surface"), the New Surface shall be and become part of the Property (and thereby become subject to the Agreement).

The Parties acknowledge and agree that (a) this Short Form is executed only for recording purposes in order to give notice of the existence of the Agreement, its purposes, and some of its provisions; (b) the lands controlled by Surface Easement Owner in Montgomery County, Illinois (and any New Surface) are subject to the Agreement; (c) capitalized terms in this Short Form shall have the same meaning given to the terms in the Agreement; and (d) to the extent that the terms and provisions of this Short Form differ from those in the Agreement, the terms and provisions of the Agreement shall control.

IN WITNESS WHEREOF, each Party has executed this Short Form the day and year first written above.

SURFACE EASEMENT OWNER

Oeneus LLC d/b/a Savatran LLC

By: *x Donald R. Holcomb*

Its: AUTHORIZED PERSON

COMPANY

Hillsboro Energy LLC

By: *Donald R. Holcomb*

Its: AUTHORIZED PERSON

DUE TO PROHIBITED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

STATE OF WV)
) SS.
COUNTY OF Calverton)

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Donald Holcomb, personally known to me to be a duly authorized person of Oeneus LLC, a Delaware limited liability company duly authorized to transact business in the State of Illinois as Savatran LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 5th day of July, 2011.

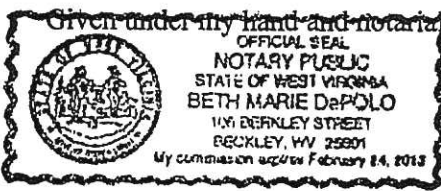


Beth M DePolo
Notary Public

STATE OF WV)
) SS.
COUNTY OF Calverton)

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Donald R Holcomb, personally known to me to be a duly authorized person of Hillsboro Energy LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 5th day of July, 2011.



Beth Marie DePolo
Notary Public

Prepared By and Return To:

Oeneus LLC d/b/a Savatran LLC
208 Public Square, 4th Floor
Benton, IL 62812

Exhibit "A"

to

Short Form or Memorandum of Mitigation Agreement

by and between **Oeneus LLC**, duly authorized to transact business in the State of Illinois as **Savatran LLC**, and **Hillsboro Energy LLC**

Parcel 1.

The North One-Half (N1/2) of the North One-Half (N1/2) of the North One-Half (N1/2) of the Southwest Quarter (SW1/4) in Section Fifteen (15), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian. EXCEPTING the West 2,034.00 feet of the South One-Half (S1/2) of the North One-Half (N1/2) of the North One-Half (N1/2) of the North One-Half (N1/2) of the Southwest Quarter (SW1/4) of said Section Fifteen (15), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian.

PIN #: 17-15-300-007

ADDRESS: E. 15th Ave. Hillsboro, Illinois 62049

PARCEL 2. The North Two Hundred (200) feet of the following described property to wit:

The Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4); The Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4); AND the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) all being in Section Seventeen (17), ALSO the Southwest Quarter (SW1/4) AND the North Twenty (20) acres of the Southeast Quarter (SE1/4) of Section Sixteen (16), all in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian.

PIN #: 17-17-300-001; 17-17-300-003; 17-17-400-001; 17-16-300-001; 17-16-400-004

ADDRESS: Schoolhouse Rd. Hillsboro, Illinois 62049; E. 15th Ave. Hillsboro, Illinois 62049

PARCEL 3. The Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4); the West One-Half (W1/2) of the Southeast Quarter (SE1/4); and the West One-Half (W1/2) of the West One-Half (W1/2) of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Fifteen (15), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian. EXCEPTING the following described tract: Beginning at the Southeast (SE) corner of the West Half (W/2) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of said Section Fifteen (15); thence on the South line of the Southeast Quarter (SE/4) of Section Fifteen (15), South 89 degrees 59 minutes 37 seconds West 677.31 feet to the centerline of the said branch, North 19 degrees 17 minutes 25 seconds East 30.00 feet; thence continuing on the centerline of the said branch, North 63 degrees 42 minutes 01 seconds East 531.76 feet; thence continuing on the centerline of the said branch, South 88 degrees 57 minutes 33 seconds East, 111.69 feet; thence continuing on the centerline of the said branch, North 80 degrees 36 minutes 31 seconds East, 59.96 feet; thence continuing on the centerline of the said branch, North 3 degrees 04 minutes 19 seconds East, 55.97 feet; thence continuing on the centerline of the said branch, North 42 degrees 10 minutes 10 seconds East, 19.57 feet to the East line of the West Half (W/2) of the West Half (W/2) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of said Section Fifteen (15); thence on the East line, South 0 degrees 37 minutes 23 seconds East, 342.01 feet to the point of beginning.

FURTHER EXCEPTING Part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Fifteen (15), Township Eight (8) North, Range Three (3) West of the Third

Principal Meridian, situated in Montgomery County, Illinois, being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter (NE1/4) of said Southeast Quarter (SE1/4), thence South 00 degrees 47 minutes 17 seconds East along the East line of the Northeast Quarter (NE1/4) of said Southeast Quarter (SE1/4), a distance of 626.27 feet to the point of beginning.

From said point of beginning; thence continuing South 00 degrees 47 minutes 17 seconds East along said East line, a distance of 237.71 feet; thence North 86 degrees 38 minutes 03 seconds West, a distance of 516.88 feet; thence North 00 degrees 46 minutes 31 seconds East, a distance of 223.07 feet; thence South 88 degrees 14 minutes 04 seconds East, a distance of 509.94 feet to the point of beginning.

PIN #: 17-15-400-008

ADDRESS: Coffeen Rd. Hillsboro, Illinois 62049

PARCEL 4. The West Twenty (20) acres of the North One-Half (N1/2) of the Northeast Quarter (NE1/4) of Section Twenty-Two (22), Township Eight (8) North Range, Range Three (3) West of the Third Principal Meridian.

PIN #: 17-22-200-001

ADDRESS: N. 9th Ave. Hillsboro, Illinois 62049

Parcel 5. Part of the South Half of the Northeast Quarter and part of the North Half of the Southeast Quarter of Section Twenty-Two (22), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, being more particularly described as follows:

Beginning at the southwest corner of the said Northeast Quarter of Section 22; thence on the west line of the said Northeast Quarter, North 1 degree 20 minutes 20 seconds West, 1331.69 feet to the northwest corner of the said South Half of the Northeast Quarter; thence on the north line of the said South Half of the Northeast Quarter, South 89 degrees 57 minutes 20 seconds East, 657.94 feet; thence South 1 degree 20 minutes 17 seconds East, 1332.27 feet to the north line of the said North Half of the Southeast Quarter; thence South 1 degree 20 minutes 17 seconds East, 1317.73 feet to the south line of the said North Half of the Southeast Quarter; thence on the said south line of the North Half of the Southeast Quarter, North 89 degrees 48 minutes 00 seconds West, 657.94 feet to the southwest corner thereof; thence on the west line of the said Southeast Quarter, North 1 degree 20 minutes 20 seconds West, 1316.53 feet to the point of beginning.

PIN #: 17-22-200-005; 17-22-400-004

ADDRESS Coffeen Rd. Hillsboro, Illinois 62049

Parcel 6. The Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Twenty-Two (22) AND the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section Twenty-Seven (27), all in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian.

PIN #: 17-22-400-002; 17-27-200-001

ADDRESS: Coffeen Rd. Hillsboro, Illinois 62049

Parcel 7. Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) all in Section Twenty-

seven (27), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian.

PIN #: 17-27-200-003; 17-27-200-006

ADDRESS: Coffeen Rd. Hillsboro, Illinois 62049

Parcel 8. Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) and East Half (E ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Twenty-seven (27), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, except the North 50 feet of said tracts, the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Twenty-seven (27) Township Eight (8) North, Range Three (3) West of the Third Principal Meridian; And part of the North Half (N ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Thirty-four (34), in Township Eight (8) North, Range Three (3) West of the Third Principal, bounded as follows: Commencing at the Northeast corner of said Section Thirty-four (34) and running thence West to the Northwest corner of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼), thence South 40 rods, thence East 16 rods to the center of the old Irving Road, thence Northeasterly along the center of said road to the place of beginning.

PIN #: 17-27-400-003; 17-27-400-005; 17-34-200-007

ADDRESS: Coffeen Rd. Hillsboro, Illinois 62049

Parcel 9. Part of the North Half (N 1/2) of the Northeast Quarter (NE) and part of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Thirty-four (34), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, described as follows: Beginning at a point Thirty (30) feet South and Thirty (30) feet West of the Northeast corner of said Section Thirty-four (34), thence South 2° West Eighteen Hundred Fifty-five and one-half (1855 ½) feet to a concrete marker on the North side of the Coffeen and Vandalia Road, thence North 55° West Twenty-one Hundred Thirty-one (2131) feet to a concrete marker on the North side of said Road, thence North 89° 30' East Seven Hundred Eighty-one (781) feet, to an iron pin, thence North 60° East Twelve Hundred Forty-seven and one-half (1247 ½) feet to the place of beginning.

PIN #: 17-34-200-008

ADDRESS: Coffeen Rd. Hillsboro, Illinois 62049

Parcel 10. That part of the Northeast Quarter (NE ¼) of Section Thirty-four (34), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, described as follows: Beginning at the southeast corner of said quarter section; thence North 666 feet to a concrete marker on the south side of the Coffeen and Vandalia Road (State Route 185); thence along the south side of the said road North 54° 15' West 408 ½ feet to a road marker; thence North 10 feet to a marker; thence North 55 ½° West along the south side of the said road 1,421 feet to the center of a road; thence South along the centerline of the said road to the south line of the aforesaid Northeast Quarter (NE ¼) of Section Thirty-four (34); thence East along the aforesaid south line of the said quarter section to the place of beginning; excepting therefrom 3 tracts described as follows:

- A: Beginning at a point where the branch (which runs South and Southwest) intersects with State Route 185; thence South and Southwest along the said branch to the point where it joins a branch running North and South; thence North along the said branch to State

Route 185; thence Southeast along the said State Route 185 a distance of 550 feet, more or less, to the place of beginning,

B. Beginning at the southeast corner of the said quarter section; thence North 666 feet, more or less, to a concrete marker on the south side of State Route 185; thence along the south side of the said State Route 185 North 54° 15' West 270 feet, more or less, to the center of a branch; thence in a Southerly direction along the center of the said branch to a point on the south line of the said quarter-section 360 feet West of the point of beginning; thence East to the point of beginning,

C. Beginning at a point defined by the intersection of the south right-of-way line of State Route 185 and the center of the road providing access to the Central Illinois Public Service power station; thence South 4 ½° East 280 feet; thence East 200 feet to a metal pin; thence Northeasterly 125 feet to a metal pin (which pin is situated on the south right-of-way line of Illinois Route 185 a distance of 300 feet in a Southeasterly direction from the place of beginning); thence North 55 ½° West along the south right-of-way line of State Route 185 to the place of beginning.

The Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Thirty-four (34); and the north 10 acres of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Thirty-four (34); all in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian.

PIN #: 17-34-200-021 & 17-34-426-001

ADDRESS: Coffeen Rd. Coffeen, Illinois 62017

Parcel 11. Part of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Thirty-four (34), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, described as follows: Beginning at the southwest corner of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of said Section Thirty-four (34), thence East 407 feet to the east line of Washington Street; thence North 990 feet; thence West 407 feet; and thence South 990 feet to the place of beginning.

Except that part described as follows: Beginning at the Southwest corner of the said Quarter Quarter Section, thence along the West line thereof North 0 degrees 03 minutes 12 seconds West 332.59 feet; thence North 83 degrees 55 minutes 57 seconds East 197.62 feet; thence South 2 degrees 08 minutes 47 seconds East 356.62 feet to the South line of the said Quarter Quarter Section; thence along the said South line North 89 degrees 12 minutes 30 seconds West 209.59 feet to the point of beginning.

PIN #: 17-34-476-003

ADDRESS: Cips Trl. Coffeen, Illinois 62017

Parcel 12. That part of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Thirty-four (34), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, described as follows: Beginning at the Northwest corner of Lot Eighty-three (83) in Shepherd's Place, a suburb of Coffeen, running thence North 415 feet to the South line of Fourth Street; thence East 300 feet to the West line of Madison Street; thence South 415 feet to the Northeast corner of Lot Sixty-six (66) in Shepherd's Place; and thence West 300 feet to the place

of beginning (being formerly described as Lots 58 to 65 inclusive and Lots 75 to 82 inclusive in Shepherd's Place and the alley lying between said lots).

PIN# 17-34-479-005

ADDRESS: 6043 Madison Street, Coffeen, Illinois 62017

Parcel 13. Lots Sixty-Six (66), Sixty-Seven (67), Sixty-Eight (68), Eighty-Three (83), Eighty-Four (84), Eighty-Five (85) in Shepherd's Place, a subdivision of the City of Coffeen, and that part of the vacated alley which lies between said lots situated in the City of Coffeen.

PIN#: 17-34-479-006

ADDRESS: 15355 N. 6th Ave. Coffeen, Illinois 62017

Parcel 14. Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Thirty-Four (34), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, being more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section Thirty-Four (34), thence along the West line of the said quarter quarter section North 0 degrees 03 minutes 12 seconds West 332.59 feet; thence North 83 degrees 55 minutes 57 seconds East 197.62 feet; thence South 2 degrees 08 seconds 48 minutes East 356.62 feet to the South line of the said quarter quarter section; thence along the said South line North 89 degrees 12 minutes 30 seconds West 209.59 feet to the point of beginning.

PIN#: 17-34-476-004

ADDRESS: N. 6th Ave. Coffeen, Illinois 62017

Parcel 15. The East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Three (3); the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Three (3) (except five and one-half (5 1/2) acres off of the South end thereof); all that part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Three (3) lying Northwest of the railroad right of way, and all that part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Two (2) lying Northwest of the railroad right of way, all being situated in Township Seven (7) North, Range Three (3) West of the Third Principal Meridian.

And

Part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Two (2), Township Seven (7) North, Range Three (3) West of the Third Principal Meridian, described follows: Beginning at a point where the South line of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Two (2) intersects the South line of the railroad right of way, and running thence Northeastwardly, along said right of way, 1776 feet to the East line of said Quarter Quarter Section; thence South 35.35 feet; thence Southwestwardly, parallel to and 25 feet distant from said right of way, 1276 feet; thence South 425.65 feet to the South line of said Quarter Quarter Section; thence West 461 feet to the point of beginning.

PIN #: 21-03-200-017; 21-02-101-002 & 21-02-102-001

ADDRESS: CIPS Trail, Coffeen, IL 62017

Parcel 16. The South Five and one-half (5 1/2) acres of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Three (3), Township Seven (7)

Instrument Book Page
201100064696 OR 1447 341

North, Range Three (3) West of the Third Principal Meridian.

PIN#: 21-03-200-004

ADDRESS: 900 Cips Trl. Coffeen, Illinois 62017

ALL BEING SITUATED IN MONTGOMERY COUNTY, ILLINOIS.

REPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

201700001852
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER, COUNTY RECORDER
05-22-2017 At 12:13 pm.
MEM AGREEM 75.00
OR Book 1646 Page 316 - 319
RHSP Surcharge 9.00
Instrument Book Page
201700001852 OR 1646 316

DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

SHORT FORM OR MEMORANDUM

FIRST AMENDED AND RESTATED MITIGATION AGREEMENT

THIS SHORT FORM OR MEMORANDUM OF FIRST AMENDED AND RESTATED MITIGATION AGREEMENT ("Short Form") is made and entered into on March 14, 2017, and is by and between **New River Royalty, LLC**, a Delaware limited liability company authorized to do business in the State of Illinois, with an address of PO Box 609, Benton, Illinois 62812 ("Surface Owner"); and **Hillsboro Energy LLC**, a Delaware limited liability company duly authorized to transact business in the State of Illinois, with an address of 925 S. Main Street, Hillsboro, Illinois 62049 ("Company"). Surface Owner and Company is each sometimes referred to individually as a "Party" and are sometimes referred to collectively as the "Parties".

WHEREAS, Surface Owner is the owner of the surface of various lands located in Montgomery County, Illinois ("Property"); and

WHEREAS, Company owns a coal mine ("Mine") which includes, or which hereafter may include, certain coal from the No. 5 and No. 6 seams of coal underlying the Property which is within the scope of operation for the Mine; and,

WHEREAS, the Parties entered into a Mitigation Agreement with an Effective Date of August 12, 2010 ("Original Agreement") which sets forth the plan of the Parties for the mitigation of subsidence damage to the Structure(s) (being the structures or facilities located on the Property) and for either the repair of or the payment of compensation for damages to the Structure(s) caused by or resulting from Company's mining and/or removal of coal from the No. 5 and No. 6 seams of coal only in the Mine as required by the Illinois Surface Coal Mining Land

Conservation and Reclamation Act, 225 ILCS 720/1.01 *et seq.*, certain regulations issued thereunder, or any other applicable law; and,

WHEREAS, Surface Owner and Company amended and restated the Original Agreement in that certain First Amended and Restated Mitigation Agreement with an Effective Date of March 14, 2017 ("Amended Agreement").

The Amended Agreement gives Company certain rights and/or obligations or responsibilities regarding inspecting Structures and repairing or compensating for certain Damage (as defined in the Amended Agreement). In the Amended Agreement Surface Owner waives certain rights regarding minimization and notice of subsidence; and Surface Owner agrees to certain restrictions on constructing new structures and making improvements to existing structures, except on areas of the Property exempted from such restrictions based on whether (1) the No. 6 seam of coal thereunder has been mined and (ii) the No. 5 and/or No. 6 seams of coal thereunder is/are planned to be mined within fifteen (15) years after the Effective Date of the Amended Agreement.

The term of the Amended Agreement shall end, terminate, and expire, without further or additional action by the Parties, at midnight on August 11, 2037; provided that if coal mine subsidence occurs prior to the end of said term, such term shall be extended until such time as any Damages (as defined in the Amended Agreement) are corrected by repair or addressed by the payment of diminution in value. In addition, if mining operations under the Property have not been completed by the end of such term, such term shall be extended until such time as all such mining operations have been completed and any Damages caused thereby or resulting therefrom are corrected by repair or addressed by the payment of diminution in value.

In the Amended Agreement Surface Owner acknowledges that Company has certain mining rights which permit the mining of coal underlying the Property, and the Amended Agreement confirms in Company the right to subside the surface of the Property by any extraction method now used or which may become available in the future, except strip or open pit methods, and the right to subside the surface of the Property without liability to Surface Owner (except as provided for in the Amended Agreement) for any and all damages to the surface or subsurface or anything thereon or therein for surface or subsurface subsidence caused by mining out the coal, including without limitation not leaving pillars, partial pillars or artificial supports under the Property and mining by longwall or any other full extraction method.

The Amended Agreement provides if Surface Owner, or Surface Owner's agent, or anyone acting on behalf of Surface Owner or for Surface Owner's benefit, acquires any surface land or surface property within Montgomery County, Illinois during the term of the Amended Agreement ("New Surface"), the New Surface shall be and become part of the Property (and thereby become subject to the Amended Agreement).

The Parties acknowledge and agree that (a) this Short Form is executed only for recording purposes in order to give notice of the existence of the Amended Agreement, its purposes, and some of its provisions; (b) the lands owned by Surface Owner in Montgomery County, Illinois (and any New Surface) are subject to the Amended Agreement; (c) capitalized

terms in this Short Form shall have the same meaning given to the terms in the Amended Agreement; and (d) to the extent that the terms and provisions of this Short Form differ from those in the Amended Agreement, the terms and provisions of the Amended Agreement shall control.

IN WITNESS WHEREOF, each Party has executed this Short Form the day and year first written above.

SURFACE OWNER

New River Royalty, LLC

By: Abijah Quan

Its: Authorized Person

COMPANY

Hillsboro Energy, LLC

By: L. M. Landon

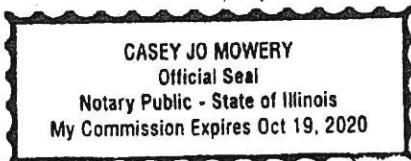
Its: Authorized Person

STATE OF Illinois)
COUNTY OF Franklin) SS.

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Abijah Quan, personally known to me to be a duly authorized person of New River Royalty, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 2nd day of May, 2017.

Casey Jo Mowery
Notary Public



DIPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY CLERK OF COURTS

STATE OF Illinois)
) SS.
COUNTY OF Franklin)

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Wesley M. Lanson, personally known to me to be a duly authorized person of Hillsboro Energy LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 2nd day of May, 2017.

Casey Jo Mowery
Notary Public



Prepared By and Return To:

New River Royalty, LLC
PO Box 609
Benton, IL 62812

UNQUALIFIED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

201800002829
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER, COUNTY RECORDER
08-31-2018 At 11:47 am.
MEMORANDUM 77.00
OR Book 1677 Page 614 - 618
RHSF Surcharge 9.00
Instrument Book Page
201800002829 OR 1677 614

mc-0110

**SHORT FORM OR MEMORANDUM
OF
SECOND AMENDED AND RESTATED MITIGATION AGREEMENT**

THIS SHORT FORM OR MEMORANDUM OF SECOND AMENDED AND RESTATED MITIGATION AGREEMENT ("Short Form") is made and entered into on August 21, 2018, and is by and between **New River Royalty, LLC**, a Delaware limited liability company authorized to do business in the State of Illinois, with an address of PO Box 609, Benton, Illinois 62812 ("Surface Owner"); and **Hillsboro Energy LLC**, a Delaware limited liability company duly authorized to transact business in the State of Illinois, with an address of P.O. Box 457, Hillsboro, Illinois 62049 ("Company"). Surface Owner and Company is each sometimes referred to individually as a "Party" and are sometimes referred to collectively as the "Parties".

WHEREAS, Surface Owner is the owner of the surface of various lands located in Montgomery County, Illinois ("Property"); and

WHEREAS, Company owns a coal mine ("Mine") which includes, or which hereafter may include, certain coal from the No. 5 and No. 6 seams of coal underlying the Property which is within the scope of operation for the Mine; and,

WHEREAS, the Parties entered into a Mitigation Agreement with an Effective Date of August 12, 2010 ("Original Agreement") which sets forth the plan of the Parties for the mitigation of subsidence damage to the Structure(s) (being the structures or facilities located on the Property) and for either the repair of or the payment of compensation for damages to the Structure(s) caused by or resulting from Company's mining and/or removal of coal from the No. 5 and No. 6 seams of coal only in the Mine as required by the Illinois Surface Coal Mining Land

Conservation and Reclamation Act, 225 ILCS 720/1.01 *et seq.*, certain regulations issued thereunder, or any other applicable law; and,

WHEREAS, The Parties entered into the First Amended and Restated Mitigation Agreement with an effective date of March 14, 2017 ("First Amended Agreement"), which amended certain provisions of the Original Agreement as of the Effective Date of the First Amended Agreement and restated the Original Agreement, as so amended, in its entirety pursuant to and as set forth in the First Amended Agreement.

WHEREAS, Surface Owner and Company amended and restated the First Amended Agreement in that certain Second Amended and Restated Mitigation Agreement with an Effective Date of August 21, 2018 ("Second Amended Agreement").

The Second Amended Agreement gives Company certain rights and/or obligations or responsibilities regarding inspecting Structures and repairing or compensating for certain Damage (as defined in the Second Amended Agreement). In the Second Amended Agreement Surface Owner waives certain rights regarding minimization and notice of subsidence, and Surface Owner agrees that Company or its agents(s) or contractor(s) shall be entitled, solely at its/their own cost and election, to conduct and perform reconstruction of surface drainage patterns as necessary to relieve subsidence effects on the Property and adjacent and/or nearby properties.

The term of the Second Amended Agreement shall end, terminate, and expire, without further or additional action by the Parties, at midnight on August 11, 2037; provided that if coal mine subsidence occurs prior to the end of said term, such term shall be extended until such time as any Damages (as defined in the Amended Agreement) are corrected by repair or addressed by the payment of diminution in value. In addition, if mining operations under the Property have not been completed by the end of such term, such term shall be extended until such time as all such mining operations have been completed and any Damages caused thereby or resulting therefrom are corrected by repair or addressed by the payment of diminution in value.

In the Second Amended Agreement Surface Owner acknowledges that Company has certain mining rights which permit the mining of coal underlying the Property, and the Amended Agreement confirms in Company the right to subside the surface of the Property by any extraction method now used or which may become available in the future, except strip or open pit methods, and the right to subside the surface of the Property without liability to Surface Owner (except as provided for in the Amended Agreement) for any and all damages to the surface or subsurface or anything thereon or therein for surface or subsurface subsidence caused by mining out the coal, including without limitation not leaving pillars, partial pillars or artificial supports under the Property and mining by longwall or any other full extraction method.

The Second Amended Agreement provides if Surface Owner, or Surface Owner's agent, or anyone acting on behalf of Surface Owner or for Surface Owner's benefit, acquires any surface land or surface property within Montgomery County, Illinois during the term of the Second Amended Agreement ("New Surface"), the New Surface shall be and become part of the Property (and thereby become subject to the Second Amended Agreement).

IN WITNESS WHEREOF, each Party has executed this Short Form the day and year first written above.

SURFACE OWNER

New River Royalty, LLC

By: Robert R. Boyd

Robert R. Boyd
Name

Its: Authorized Person

COMPANY

Hillsboro Energy LLC

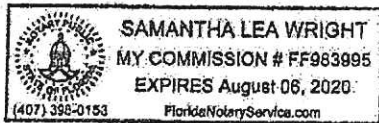
By: [Signature]

Its: Authorized Person

STATE OF Florida)
) SS.
COUNTY OF Palm Beach)

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Robert R Boyd, personally known to me to be a duly authorized person of New River Royalty, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 1st day of August, 2018



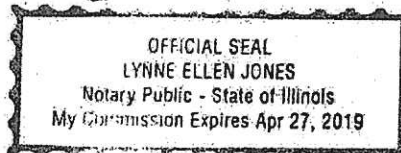
Samantha Lea Wright
Notary Public

STATE OF Illinois)
) SS.
COUNTY OF Franklin)

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Ron Keantz, personally known to me to be a duly authorized person of Hillsboro Energy LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 2nd day of August, 2018

Lynne Ellen Jones
Notary Public



Prepared By and Return To:
New River Royalty, LLC
PO Box 609
Benton, IL 62812

200300016083
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
12-01-2003 At 01:45 pm.
EASEMENT 29.00
OR Book 964 Page 235 - 235

#11-2-04
U.S. DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
RIGHT-OF-WAY EASEMENT
KNOW ALL MEN BY THESE PRESENTS:

Instrument Book Page
200300016083 OR 964 235

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to SELTZER'S INC., a corporation duly organized and existing under and by virtue of the law of the State of Illinois, hereinafter referred to as GRANTOR, by the

MONTGOMERY COUNTY WATER COMPANY, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a watermain and necessary appurtenances over, across, and through the land of the GRANTOR situated in Montgomery County, State of Illinois, said land being described as follows: A part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼); the West one-half (W½) of the Southeast Quarter (SE¼); and the West Half (W½) of the West Half (W½) of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼); all in Section Fifteen (15), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, together with the right of ingress and egress over the adjacent lands of the GRANTOR, its successors and assigns, for the purpose of this easement.

The easement shall be 20 feet in width, the centerline of which is described as follows: Ten (10) feet on both sides of the pipe as installed

GRANTEE shall repair any damages to the land of the GRANTOR, its successors and assigns, by reason of installation, operation, and maintenance of the structures or improvements referred to herein or pay reasonable compensation for any such damages therefore. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, its successors and assigns. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, The GRANTORS have caused this instrument to be executed by its President and attested by its Secretary under its corporate seal this 30 day of Oct, 2003.

SELTZER'S, INC.
BY: [Signature]
President

ATTEST:
BY: [Signature]
Secretary

ACKNOWLEDGEMENT

State of Illinois)
County of Montgomery) SS:

I, the undersigned, a Notary Public, do hereby certify that [Signature] personally known to me to be the President and Secretary, respectively, of Seltzer's, Inc., an Illinois Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, as such President and Secretary for and on behalf of said corporation for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument and that the seal affixed thereto is the seal of the corporation.

Given under my hand and official seal this 30th day of Oct, A.D., 2003.

My commission expires 6-10-06

[Signature]
Notary Public

Prepared by:
Montgomery County Water Company
Hillsboro, IL 62049

