

**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: 

By: 

ATTEST

President



Secretary

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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: A211103

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](#)



File Number: A211103

Exhibit A

The Northwest Quarter (NW 1/4) of Section Twenty-two (22) in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, situated in Montgomery County, Illinois.

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.

IDENT: 201500004831

Parcel ID# 17-22-100-001 (Tract 9 and 11)

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Page 3



File Number: A211103

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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File Number: A211103

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 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. The Company should be provided a statement from the borrower(s) relative to any mortgage shown on Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or post postponed payments or other restructuring of the debt secured by any mortgage affecting the property.
17. 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.
18. Any installment of real estate taxes that are due and payable must be paid.
19. 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.



File Number: [A211103](#)

**SCHEDULE B-I
Requirements**

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



File Number: A211103

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 \$3,738.22.

NOTE: Parcel Identification Numbers are for informational purposes only.

8. Terms, powers, and provisions of 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)
9. Certified Land Register recorded May 14, 2009 in Book 1324 at Page 359 as Document No. 200900052175. (For further particulars, see record)
10. Special Warranty Deed for Subsidence executed by Andrew A. Timmons, Linda S. Gardner, Wayne F. Timmons Declaration of Trust dated July 9, 1982 and Helen Eileen Timmons Declaration of Trust dated July 9, 1982 (collectively Grantors) to Montgomery Land Company, LLC, a Delaware limited liability company, dated June 22, 2010 and recorded June 22, 2010 in Book 1386 at Page 406 as Document No. 201000058570. (For further particulars, see record)
11. Special Warranty Deed executed by Montgomery Land Company, LLC to Colt LLC, recorded August 30, 2010 in Book 1399 Page 113. (For further particulars, see record)
12. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
13. Utility and/or drainage easements, if any.
14. Easement for public and quasi-public utilities, if any.

**SCHEDULE B- II
Exceptions**

15. Special Assessments dues which are not shown as existing liens by the public records.
16. No examination has been made of the mineral title. Coverage shall not be construed as including the title to minerals underlying the subject premises.
17. 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.
18. 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.
19. 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.
20. Rights of tenants in possession under unrecorded leases, if any.
21. 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.
22. 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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201500004831
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER, COUNTY RECORDER
11-12-2015 At 03:11 pm.
WARR DEED 1261.00
DR Book 1608 Page 133 - 137
RHSP Surcharge 9.00

COUNTY TAX	STATE OF ILLINOIS	# 0000001344	REAL ESTATE TRANSFER TAX
	 NOV. 12. 15		0120000
	MONTGOMERY COUNTY		FP326663

Instrument	Book	Page
201500004831 DR	1608	133

Return to:
Community Title II, L.P.
520 West Union Ave.
Litchfield, IL 62056

4120288

WARRANTY DEED

THIS INDENTURE WITNESSETH that the Grantors, **LINDA S. GARDNER** and **ANDREW A. TIMMONS**, as **Co-Successor Trustees** under the provision of and pursuant to that certain trust agreement known as the **WAYNE F. TIMMONS DECLARATION OF TRUST** dated July 9, 1982 and **LINDA S. GARDNER, ANDREW A. TIMMONS, and SUZANNE JOHNSON**, Guardian for **EDWARD TIMMONS** as **Co-Successor Trustees** under the provision of and pursuant to that certain trust agreement known as the **HELEN EILEEN TIMMONS DECLARATION OF TRUST** dated July 9, 1982 (collectively, "Grantors"), for and in consideration of the sum of **TEN AND 00/100 DOLLARS (\$10.00)** and other good and valuable consideration, the receipt of which is hereby acknowledged, convey and warrant unto:

NEW RIVER ROYALTY, LLC, a Delaware limited liability company, whose address is:

c/o Lynne Jones, 402 N Main Street, PO Box 609, Benton, IL 62812

the following described real estate:

THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY-TWO (22) IN TOWNSHIP EIGHT (8) NORTH, RANGE THREE (3) WEST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN MONTGOMERY COUNTY, ILLINOIS.

Commonly Known As: N. 9th Ave., Hillsboro, IL

Permanent Parcel No.: 17-22-100-001

Together with all appurtenances and improvements. Except coal, oil, gas, or other mineral rights conveyed, excepted, or reserved in prior conveyances, if any.

Subject to general taxes for the year 2014, 2015 and subsequent years. Subject to all rights, easements, and restrictions of record.

Grantors hereby release and waive any and all rights they may have by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 12 day of November, 2015.

GRANTORS:



**LINDA S. GARDNER, as Successor
Trustee under the provision of and
pursuant to that certain trust agreement
known as the WAYNE F. TIMMONS
DECLARATION OF TRUST dated July 9, 1982**



**LINDA S. GARDNER, as Successor
Trustee under the provision of and pursuant
to that certain trust agreement known
as the HELEN EILEEN TIMMONS
DECLARATION OF TRUST dated July 9, 1982**

Andrew A. Timmons

**ANDREW A. TIMMONS, as Successor
Trustee under the provision of and
pursuant to that certain trust agreement
known as the WAYNE F. TIMMONS
DECLARATION OF TRUST dated July 9, 1982**

Andrew A. Timmons

**ANDREW A. TIMMONS, as Successor
Trustee under the provision of and pursuant
to that certain trust agreement known
as the HELEN EILEEN TIMMONS
DECLARATION OF TRUST dated July 9, 1982**

Suzanne Johnson

**SUZANNE JOHNSON, Guardian for
EDWARD TIMMONS as Co-Successor
Trustee under the provision of and pursuant
to that certain trust agreement known
as the HELEN EILEEN TIMMONS
DECLARATION OF TRUST dated July 9, 1982**

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF Montgomery)

I, a Notary Public, in and for said County and State aforesaid, do hereby certify that, Linda S. Gardner and Andrew A. Timmons personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this date in person and acknowledged that each signed, sealed, and delivered the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12 day of November, 2015.

Stephanie Scheiter
Notary Public



This is IS A LEGAL DOCUMENT-DIRECT ANY QUESTIONS TO PRIVATE LEGAL COUNSEL

Rev. 4/10

PLAT ACT - AFFIDAVIT

TO BE FILED WITH ANY TRANSFERS OF LAND DOCUMENTS RECORDED WITH THE COUNTY CLERK/RECORDER OF MONTGOMERY COUNTY 765 ILCS 205/1 States in part:

"WHENEVER the owner of land subdivides it into two or more parts, any of which is less than five acres, he must have it surveyed and a Subdivision plat thereof made by an Illinois Registered Land Surveyor." Therefore, before a transfer document is accepted for recording in Montgomery County, IL, this affidavit must be signed and presented with the transfer document.

State of Illinois) SS. County of Montgomery)

Affiant is (agent for) (an officer of) (one of) the grantor(s) in a (deed) (lease) (contract) transferring interest in the real estate described in the accompanying document. Affiant further states this transfer is exempt and not in violation of the Illinois Plat Act, 765 ILCS 205/1, for one of the following reasons: (Except as provided in sub-section (c) of this Section, the provisions of this Act do not apply and no subdivision plat is required in any of the following instances):

(CIRCLE NUMBER BELOW WHICH IS APPLICABLE TO ATTACHED DOCUMENT.)

- 1. NOT A DIVISION OF LAND (parcel already has an existing county real estate tax identification number and no change of parcel boundary lines) (If 1. is circled above, the Recorder will proceed with recording the Transfer Document and no further questions apply. AFFIANT should please sign below with signature notarized.)
2. A DIVISION OF LAND (requiring a change of parcel boundary lines) meeting one of these exceptions- WRITTEN APPROVAL BY COUNTY PLAT ACT OFFICER IS REQUIRED BELOW ALONG WITH APPLICABLE FEE PRIOR TO RECORDING: (If 2. is circled, also circle the category (a. through i.) of exception that is applicable.)
a. The division or subdivision of land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access;
b. The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;
c. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;
d. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
e. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
f. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
g. Conveyances made to correct descriptions in prior conveyances;
h. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
i. The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

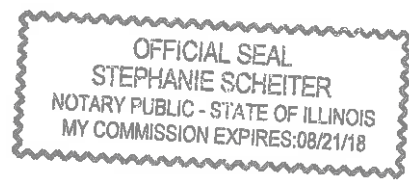
(CIRCLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

Affiant further states that to the best of his or her knowledge that the statements contained herein are true and correct and that he makes this affidavit for the purpose of indicating to the RECORDER of DEEDS of MONTGOMERY COUNTY, Illinois, that the conveyance by the attached transfer document is within, and in compliance with, the provisions of the Illinois Plat Act, and is acceptable for recording.

Affiant Signature

Subscribed and Sworn to before me this 12 day of November, 2015.

Notary Public



Subject to any County and City zoning ordinances. Check the following if it applies:

Plat Act Approval is not required because parcel is located wholly within municipal limits which does not require Plat Act compliance.

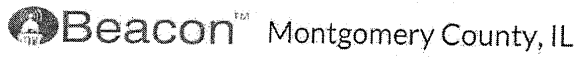
Affiant Signature

If Division, Document reviewed and approved by PLAT ACT OFFICER/Date approved

NEW PARCEL NUMBER(S) FOR DIVISION(S):

FOR PLAT ACT OFFICER REVIEW/APPROVAL FEE OF \$25.00, PLEASE MAKE CHECKS PAYABLE TO MONTGOMERY COUNTY GIS

MC0176



Summary

Parcel ID 17-22-100-001
 Alternate Parcel ID N/A
 Property Address 15110 N 9TH AV
 Township EAST FORK
 Brief Legal Description NW 8-3-858.S22 T08 R3
(Note: Not to be used on legal documents)
 Deed Book/Page
 Gross Acres 160.00
 Class 0011
 Tax District Code 04001
 Taxing Districts CES EXTENSION SERV
 COUNTY TAX
 EAST FORK ROAD DIST
 EAST FORK TWP
 HILLSBORO AMB
 HILLSBORO AREA PUBLIC LIBRARY
 HILLSBORO UNIT 3
 LINCOLN LAND COLLEGE
 MTA GRSH-WSVL-EPRK

9311

Owners

New River Rowing LLC C/O Lynn Jones
 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
11/01/2015		\$800,000.00

Valuation

	2021	2020
+ Land/Lot	\$2,340	\$2,340
+ Buildings	\$17,810	\$17,810
+ Farm Land	\$30,520	\$25,840
+ Farm Buildings	\$5,439	\$5,439
= Total	\$56,109	\$51,429

Tax History

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

Tax Year: 2020
Tax Rate: 7.26870

	Amount
Installment 1:	\$1,869.11
Installment 2:	\$1,869.11

Tax Year: 2019
Tax Rate: 7.36575

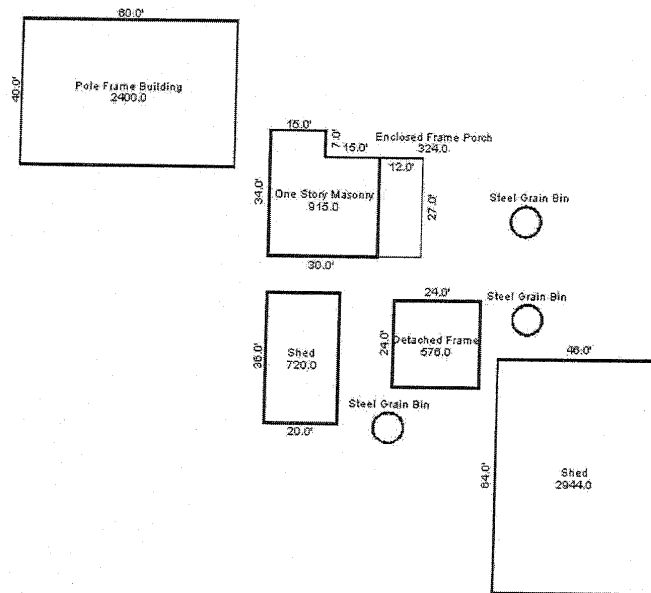
	Amount
Installment 1:	\$1,701.09
Installment 2:	\$1,701.09

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

Photos

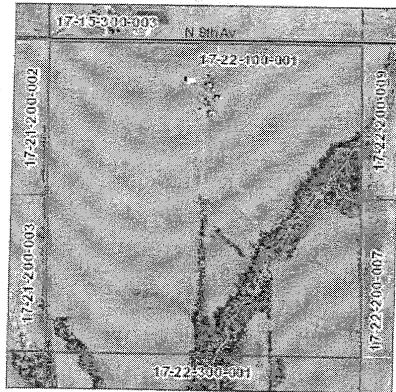


Sketches



Sketch by Apex, Inc.

Map



DevNet Property Tax Inquiry

[View Report](#)

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

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



Version 2.0.128

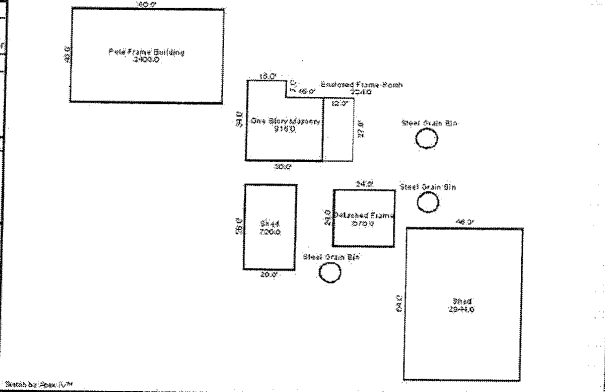
Ownership and Mailing Address				Town	Volume	Tax Code	Twp	Sec.	Block	Parcel	Unit
Owners Name		Mailing Address		EAST FORK		04001					
TIMMONS, ANDREW & LINDA S. GARD		238 N E 1ST LN Lamar, MO 64759-8127		0011		- Blank					
Property Address				Property Class	Land Use	Zoning	NH Code	of Card No.	Condo Comm.		
Site Address				Record Of Ownership		Date	Deed Stamps	Indicated Price			
15110 N 9TH AV HILLSBORO, IL 62049-0000											
Legal Description				Building Permit Record							
NW 8-3-B58 S22 T08 R3				Public Notes		6/2010 SUBSIDENCE RIGHTS ONLY SOLD ON THIS 160ACRES JS8/2010 SUBSIDENCE RIGHTS ONLY SOLD ON THIS 160ACRES JS					
Production Index System				Land Computation							
Soil Ident.	Acreage	Productivity Index	Contribution								
3451	.06	x 81	= 4.86								
7	.10	x 70	= 7.00								
882	.10	x 97	= 9.70								
Total Contribution	Total Acres	Weighted Index		Summary of Assessed Values							
14,344.1	180.00	= 89.55		Level Prior Year Equalized	Assessed Value						
General Land Classification				03/19/2015	Land	8,160					
Classification	No. of Acres	Rate			Blggs	21,429					
CR - Cropland	.06	13.62			Total	29,589					
CR - Cropland	.10	5.09		Level Township Assessor	Assessed Value						
CR - Cropland	.92	154.94		03/19/2015	Land	8,160					
CR - Cropland	4.81	95.87			Blggs	21,429					
CR - Cropland	6.10	82.36			Total	29,589					
CR - Cropland	11.26	5.42									
CR - Cropland	11.62	154.94									
CR - Cropland	92.99	24.94									
HS - HOME SITE	.57	.00									
OF - Other Farmland	.10	82.36									
OF - Other Farmland	.32	5.09									
OF - Other Farmland	1.15	154.94									
OF - Other Farmland	9.12	438.29									
OF - Other Farmland	9.85	8.42									

Parcel No: 17-22-100-001

Year: 2015 Building Record - Residential - Rural

Page No: 2

Occupancy							Interior Finish			Sales			Year Built		
1	2	3	4	5	6	7	B	1	2	3	Mo.	Day	Yr.	Age	96
Vacant Lot Double Home Mobile Home A-Frame Home Summer Home Spas Home							Drywall Fiberboard Paneling Plaster			Remodeled NH Sold Date 08/10/2011 Amount \$ 320,000			Year Built 1920 CDU Average Grade D		
Living Accommodations Total Rooms 5 Bedrooms 2 Family Rooms							Features Pt. Msy. Trim Finished Basement Fireplaces # Integral Gar. Attached Gar.			Items #1 POLE BARN 85 X 48 WAS REMOVED FROM PARCEL IN 9/89. NEW POLE BLDG 2000-01 ADDED--60X40 HAS DIRT FLOOR. HOUSE IS BRICK UNDER SIDING.			Dwelling Computations One Story MS / EA 915.00 SF		
Foundation 3rd Masonry Wall Pier							SF Quality Type Brik Stone Art Living Recreation Stacks # On grade Below. Frm Msy. Carport			Porches Condo. Comm. Porch SF OFF EFP OMPEMP 2-Story Prorated % Porch 324 SF OFF EFP OMPEMP 2-Story With: Porch SF OFF EFP OMPEMP 2-Story Porch SF OFF EFP OMPEMP 2-Story Wit. deck SF Wood deck			Basement: 915 SF Pt. Wall 70,440 Heating/Central Air + 2,136 Sched. comb. Plumbing + Attic 455 SF + 5,960 Porches Epp 324 SF + 10,570		
Heating/Cooling Central A/C No Ducts No Heat Central Air							Heating Detail Warm Air Hot Water/Steam Floor Furnace Unit Heaters Other			Plumbing Detail Standard (5) Bathroom (3) Half Bath (2) Sink/Lavatory (1)			Attch/Int. Gar. Other Total 89,106 Grade D x .82 Total 73,067		
Attic Unfinished None							Exterior Walls Wood Siding Stucco Siding Aluminum Siding Vinyl Siding Concrete Block Brick Stone Other			Roof Shingle - Asphalt Shingle - Asbestos Shingle - Wood Slate Tile Composition Other			Other features Pt. Msy. Walls Fireplace Finished Bsmt. Other Total 73,067 C x D 1.00 x 1.00 NH x AP 1.00 x 1.00 x 1.00 Replacement cost new 73,067 Eff. age 94 REL (to depr) 73,067 Depr. 41% .59 -29,957 Full Value 43,110		
Floors Carpet Floor Concrete Floor Laminate Floor Tile Floor Wood Floor							Summary of Other Buildings			Total full value other buildings 6,459 Total full value all buildings \$49,569					
Listed by: MILESH Date: 03/24/2015							Type No Construction Size Rate Quality Age Factor Repl. cost new REL Full Value Detached Garage Frame Construction 576SF 9,640.00 Grade C 74 1.00 9,640 0.67 6,459			0					



Farm Buildings								
Structure	Construction	Size	Base Cost	RCN	Effective Age	% Good/REL	Additions	Total
Steel Grain Bin	Bu. Capacity	3,500	7,704.62	3,785	51	17	-3,142	843
Pole Frame Building	4 Sides Closed	2,400	9.08	21,792	15	55	-9,806	11,986
Steel Grain Bin	Bu. Capacity	4,000	3,358.46	4,660	0	17	-3,866	792
One Story Barn	Wood Frame	720	0.00	0	91	3	197	197
One Story Barn	Wood Frame	2,944	0.00	0	49	3	652	652
Farm Buildings Total								14,270

Property Information		
Parcel Number 17-22-100-001	Site Address 15110 N 8TH AV HILLSBORO, IL 62049	Owner Name & Address NEW RIVER ROYALTY LLC, C/O LYNN JONES P O BOX 609 Benton, IL, 62812
Tax Year 2019 (Payable 2020) ▼		
Sale Status None		
Property Class 0011 - Rural Land Improved	Tax Code 04001 - EAST FORK - U003 NO FIRE	Tax Status Taxable
Net Taxable Value 46,189	Tax Rate 7.365750	Total Tax \$3,402.18
Township EAST FORK	Acres 189.0000	Mailing Address
Legal Description NW 8-3-359 S22 T08 R3		

Property Photos

Pole Frame Building/One-Story/One-Story Masonry/En.	Scanned Image

Parcel Owner Information		
Name	Tax Bill	Address
C/O LYNN JONES 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	\$1,701.09	\$1,701.09	\$3,402.18
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	\$1,701.09	\$1,701.09	\$3,402.18
Amount Paid	\$1,701.09	\$1,701.09	\$3,402.18
Total Unpaid	\$0.00	\$0.00	\$0.00
Paid By	NEW RIVER ROYALTY LLC		
Date Paid	6/15/2020	6/15/2020	

Assessments						
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total
DOR Equalized	2,230	16,940	21,580	5,439	0	46,189
Department of Revenue	2,230	16,940	21,580	5,439	0	46,189
Board of Review Equalized	2,230	16,940	21,580	5,439	0	46,189
Board of Review	2,230	16,940	21,580	5,439	0	46,189
S of A Equalized	2,230	16,940	21,580	5,439	0	46,189
Supervisor of Assessments	2,110	16,060	21,580	5,439	0	45,189
Township Assessor	2,110	16,060	21,580	5,439	0	45,189
Prior Year Equalized	2,110	16,060	17,710	5,439	0	41,319

No Exemptions

Farmland			
Land Type	Acres	EAV	
Cropland		127.8600	20,221
Homesite		0.5700	0
Other Farmland		30.5000	1,358
Road Way		1.0700	0
Totals		160.0000	21,579

[Click to open Farmland Details](#)

No Genealogy Information

Taxing Bodies			
District	Tax Rate	Extension	
HILLSBORO UNIT 3	5.060390	\$2,337.34	
COUNTY TAX	1.073670	\$496.02	
LINCOLNLAND COLLEGE	0.493930	\$228.14	
EAST FORK ROAD DIST	0.256240	\$118.35	
HILLSBORO AREA PUBLIC LIBRARY	0.192650	\$89.08	
EAST FORK TWP	0.179970	\$83.13	
HILLSBORO AMB	0.089770	\$27.61	
CES EXTENSION SERV	0.033310	\$15.39	
MTA GRSH-WSVL-EFRK	0.015420	\$7.12	
TOTAL	7.366750	\$3,402.18	

- HILLSBORO UNIT 3
- COUNTY TAX
- LINCOLNLAND COLLEGE
- EAST FORK ROAD DIST
- HILLSBORO AREA PUBLIC LIBRARY
- 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	\$3,738.22	\$3,738.22	\$0.00
2019	\$3,402.18	\$3,402.18	\$0.00
2018	\$3,028.16	\$3,028.16	\$0.00

Show 12 More

Sales History								
Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Gross Price	Personal Property	Net Price
2015	00004831	Warranty Deed	11/1/2015	LINDA S GARDNER	NEW RIVER ROYALTY, LLC C/O LYNNE JONES	\$800,000.00	\$0.00	\$800,000.00
2010	201000058570	Warranty Deed	8/10/2011			\$320,000.00	\$0.00	\$320,000.00

- Structure (1 of 6)
- Structure (2 of 6)
- Structure (3 of 6)
- Structure (4 of 6)

Structure (5 of 6)

Structure (6 of 6)

No Forfeiture Information

No Redemptions

DUPLICATION PROHIBITED PROPERTY

No legal attached

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

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

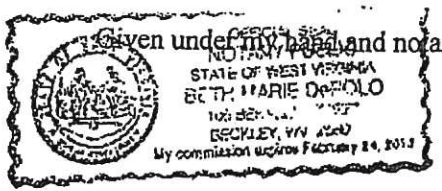
Hillsboro Energy LLC

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.

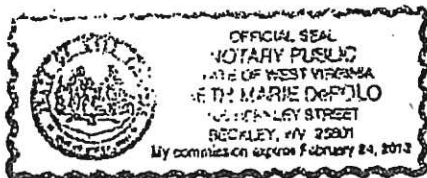
Beth Marie DePolo
Notary Public

DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY RECORDER

STATE OF WV)
) SS.
COUNTY OF Boone)

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that David 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 DeFolio
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

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

DUPLICATION PROHIBITED PROPERTY OF

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: Abigail Qu...

Its: Authorized Person

COMPANY

Hillsboro Energy, LLC

By: L. M. Landon

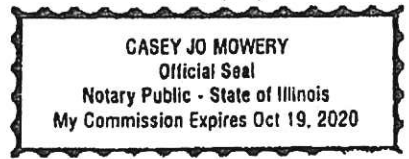
Its: Authorized Person

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 Abigail Qu..., 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



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 DAVE M. LAWTON, 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

DIPLOMA
UNREGISTERED 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).

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

[Signatures and Notary Acknowledgments are on the following pages.]

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

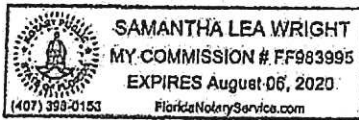
By: [Signature]

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



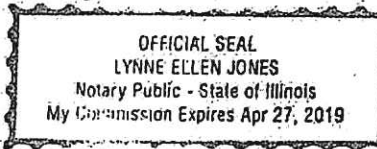
Samantha Lea Wright
Notary Public

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

200900052175
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
05-14-2009 At 01:15 pm.
LAND REGTR 39.00
OR Book 1324 Page 359 - 362
RHSF Surcharge 10.00

Instrument	Book	Page
200900052175 OR	1324	359

Certified Land Register

As to the Northwest Quarter (NW1/4) of Section Twenty-Two (22), Township Eight (8) North,
Range Three (3) West of the Third Principal Meridian, situated in Montgomery County, Illinois.

17-22-100-001

N. 9th Ave. Hillsboro, Illinois 62049

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, JESSE WHITE, Secretary of State of the State of Illinois, do hereby certify that the following and hereto attached is a true copy of the United States General Land Office Records for Illinois Volume No. 351, Page No.73—Edwardsville Land District Office, originating from Record Series 952.173; Monthly Abstract of Land Located on Military Land Warrant Certificates, from the records of the Illinois State Archives.



*In Testimony Whereof I hereto set my hand and
cause to be affixed the Great Seal of the State of Illinois,
Done at the City of Springfield this 14th
day of April A.D. 2009*

Jesse White

SECRETARY OF STATE

Instrument 200900052175 OR
 Book Page 1324 361

Case No.	Date of Warrant Certificate	In Whose Favor	Tract		
			Quarter Section, or part of Quarter Section		
1158	71180	September 16, 1850 Andrew Serrano	16 1/2 NW 1/4	10 1/2 NW 1/4	36
1159	72265	January 23, 1857 George Humphreys	8 1/2 SE 1/4 NW 1/4	20 1/2 S 1/4	4
1160	36135	November 7, 1848 Henry H. P. ...	8 1/2 NW 1/4	20 1/2 S 1/4	35
1161	61420	June 19, 1849 Daniel J. Strawn & Co.	8 1/2 NW 1/4	20 1/2 S 1/4	36
1162	71742	November 14, 1850 George Garrison	10 1/2 S 1/4	20 1/2 S 1/4	5
1163	49710	March 20, 1849 Martha Wainwright, widow, Mary E. Wainwright, George Wainwright, and Susan J. Wainwright, heirs at law of James Wainwright, dec'd.	10 1/2 S 1/4	20 1/2 S 1/4	6
1164	5960	December 19, 1850 Daniel C. Deal	5 1/2 NW 1/4		37
1165	5961	December 19, 1850 Edward Kirkman	5 1/2 NW 1/4		27
1166	12407	March 20, 1848 Mary E. Surpin, widow and James C. Surpin, child, and heirs at law of William Surpin, dec'd.	10 1/2 S 1/4	20 1/2 S 1/4	30
1167	45012	February 27, 1849 Josephus Harris	8 1/2 NW 1/4	20 1/2 S 1/4	19
1168	68957	April 5, 1850 Thomas S. Perry, and Mary E. Perry, children and heirs at law of Morrow, Washle, dec'd.	10 1/2 S 1/4	20 1/2 S 1/4	20
1169	10418	December 1, 1848 Galway Horton	10 1/2 S 1/4	20 1/2 S 1/4	21
1170	61591	June 19, 1849 John Howard	10 1/2 S 1/4	20 1/2 S 1/4	22
1171	62417	March 7, 1850 John F. Waller	10 1/2 S 1/4	20 1/2 S 1/4	23
1172	72264	January 23, 1857 Henry Herbert	10 1/2 S 1/4	20 1/2 S 1/4	24
1173	70600	August 1, 1857 John Root	10 1/2 S 1/4	20 1/2 S 1/4	25
1174	70605	August 1, 1857 Philip Root	10 1/2 S 1/4	20 1/2 S 1/4	26
1175	70606	July 11, 1857 John or John Phillips	10 1/2 S 1/4	20 1/2 S 1/4	27

together in Book form, for the transcription of the Abstract in the end of every month.

Instrument 200900052175 OR
 Book Page 1324 362

Approved 11th January 1857

NO.	ACRES	DATE	BY WHOM LOCATED	REMARKS
13	5 160	July 10. 1857	Horace Wells	✓
8	6 160	July 10. 1857	Sept. H. Murphy	✓
13	5 160	July 10. 1857	Horace Wells	✓
9	3 160	July 11. 1857	John Robinson	✓
11	5 160	July 12. 1857	Andrew Jackson	✓
11	5 160	July 12. 1857	Andrew Jackson	✓
12	7 40	July 12. 1857	David Cordix	✓ 20 acres.
18	7 40	July 12. 1857	David Cordix	✓ 20 acres.
18	3 160	July 12. 1857	Abney C. Richards & James W. Simpson	✓ Volunteer.
70	5 160	July 12. 1857	William J. Gallaher	✓
60	5 160	July 12. 1857	William J. Gallaher	✓
60	5 160	July 12. 1857	William J. Gallaher	✓
	5 160	July 12. 1857	William Woods	✓
	5 160	July 12. 1857	David S. Blodgett	✓
	5 160	July 12. 1857	James S. Blodgett	✓
	5 160	July 12. 1857	Thomas S. Blodgett	✓
	5 160	July 12. 1857	Thomas S. Blodgett	✓

The above is a true and correct copy of the original as filed in the office of the Surveyor General.

STATE AND
COUNTY TAX

STATE OF ILLINOIS

JUN. 22. 10

MONTGOMERY COUNTY

0000001062

REAL ESTATE
TRANSFER TAX

00480.00

FP326663

201000058570
 Filed for Record in
 MONTGOMERY COUNTY, IL
 SANDY LEITHEISER, COUNTY RECORDER
 06-22-2010 At 02:26 pm.
 WARR DEED 524.00
 OR Book 1386 Page 406 - 414
 RHSP Surcharge 10.00
 Instrument Book Page
 201000058570 OR 1386 406

SPECIAL WARRANTY DEED FOR SUBSIDENCE

The Grantors, Andrew A. Timmons, a married person, by and through his attorney in fact, Mary Jo Timmons, Linda S. Gardner, a widow, not since remarried, in her individual capacity, Wayne F. Timmons, by and through his attorney in fact, Linda S. Gardner and Wayne F. Timmons, by and through his attorney in fact, Linda S. Gardner, as Trustee under the provisions of and pursuant to that certain trust agreement known as the WAYNE F. TIMMONS DECLARATION OF TRUST dated July 9, 1982, and Wayne F. Timmons, by and through his attorney in fact, Linda S. Gardner, as Successor Trustee under the provisions of and pursuant to that certain trust agreement known as the HELEN EILEEN TIMMONS DECLARATION OF TRUST dated July 9, 1982 (collectively Grantors), for and in consideration of the sum of One and Other Dollars in hand paid, CONVEYS and WARRANTS to Montgomery Land Company, LLC, a Delaware Limited Liability Company duly authorized to transact business in the State of Illinois, the following rights and privileges with respect to the below described real estate:

- (a) The right to subside the surface and subsurface of the above described real estate; and
- (b) The right to mine and remove all or any part of the coal, and minerals mixed with the coal or which are or were at any time components of the coal, underlying the above described real estate by any extraction method now used or to become available in the future, except strip or open pit methods, without liability to Grantees, their heirs, successors or assigns, for any injury or damage to the surface or subsurface from any and all causes whatsoever for surface or subsurface subsidence caused by mining out the coal, including, but not limited to, not leaving pillars or partial pillars or artificial supports under the surface and mining by longwall or any other full extraction or planned subsidence methods; and
- (c) The right to use underground passageways, voids, and coal seams before or after said coal is mined, for the purpose of transporting coal from the property conveyed herein or from other lands and for all other lawful purposes, in perpetuity, including without limitation, disposal of coal slurry, coal combustion materials, carbon dioxide and any other substance which may be lawfully placed in any underground void; and
- (d) The right to explore for coal, including without limitation the right to enter upon the surface of the property conveyed herein and drill to the coal, or to the potential coal strata.

Real Estate Description:

The Northwest Quarter (NW1/4) of Section Twenty-Two (22), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, situated in Montgomery County, Illinois.

and commonly known as address: 15110 N. 9th Ave. Hillsboro, IL 62049

Permanent Index Numbers: 17-22-100-001

Except as expressly stated above, this deed does not convey any interests in the surface of the real estate described above.

This conveyance is subject to the following:

- All real estate taxes assessed against the premises for the 2009 taxes payable in 2010 and all subsequent taxes; and
- reservations, restrictions, easements, encumbrances, right of way grants and covenants of record, and those apparent from an inspection of the premises, including encroachments.

Grantors hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Grantors hereby expressly warrant that none of them occupy any part of said real estate as a house and the spouse of any married grantor has no interest of any kind in any of the real estate hereby conveyed.

Dated this 22 day of June, 2010.

Mary Jo Timmons P.O.A.
Andrew A. Timmons, by his
Attorney-in-Fact, Mary Jo Timmons

Linda S. Gardner
Linda S. Gardner, individually.

Linda S. Gardner, L.A.S.
Wayne F. Timmons, by his
Attorney-in-Fact, Linda S. Gardner

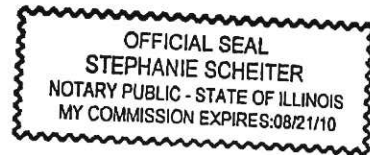
STATE OF ILLINOIS)
) SS.
COUNTY OF MONTGOMERY)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Mary Jo Timmons personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as their free and voluntary act and 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 22 day of June, 2010

Stephanie Scheiter
Notary Public

My Commission Expires: 8/21/10

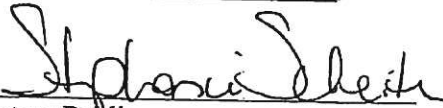


STATE OF ILLINOIS)
) SS.
COUNTY OF MONGTOMERY)

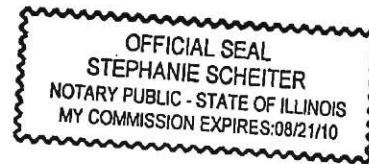
I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Linda S. Gardner personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally

acknowledged that they signed and delivered the said instrument of writing as their free and voluntary act and 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 22 day of June, 2010.


Notary Public

My Commission Expires: 8/21/10



Tax statement to:
Linda Gardner
238 NE 1st Lane
Lamar, Mo 64759

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

STATE OF ILLINOIS)
) SS
COUNTY OF FRANKLIN)

I, Andrew A. Timmons, of the City of Benton, County of Franklin and State of Illinois hereby appoint Mary Jo Timmons, of the City of Benton, County of Franklin and State of Illinois, my attorney in fact for me and in my name, place, and stead, and for my use and benefit:

To sign and deliver all documents on my behalf with regard to the sale of certain subsidence rights with regard to the following described property to the Montgomery County Land Company:

The Northwest Quarter (NW 1/4) of Section Twenty-two (22), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, situated in Montgomery County, Illinois and containing 160 acres more or less,

including but not limited to the Subsidence Rights Purchase and Sale Agreement.

Dated: May 28th, 2009.

Andrew A. Timmons

Andrew A. Timmons

STATE OF ILLINOIS)
) SS
COUNTY OF FRANKLIN)

I, the undersigned, a Notary Public, do hereby certify that Andrew A. Timmons, 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 his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 28th day of May, 2009.

Lisa J Steinmetz

Notary Public



ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY

(NOTICE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE [YOUR "AGENT"] BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THIS FORM DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS; BUT WHEN POWERS ARE EXERCISED, YOUR AGENT WILL HAVE TO USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS FORM AND KEEP A RECORD OF RECEIPTS, DISBURSEMENTS AND SIGNIFICANT ACTIONS TAKEN AS AGENT. A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS THE AGENT IS NOT ACTING PROPERLY. YOU MAY NAME SUCCESSOR AGENTS UNDER THIS FORM BUT NOT CO-AGENTS. UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN THE MANNER PROVIDED BELOW, UNTIL YOU REVOKE THIS POWER OR A COURT ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME DISABLED. THE POWERS YOU GIVE YOUR AGENT ARE EXPLAINED MORE FULLY IN SECTION 45/3-4 OF THE ILLINOIS "STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY LAW" OF WHICH THIS FORM IS A PART [SEE THE BACK OF THIS FORM]. THAT LAW EXPRESSLY PERMITS THE USE OF ANY DIFFERENT FORM OF POWER OF ATTORNEY YOU MAY DESIRE. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.)

POWER OF ATTORNEY made this 10th day of February, 1999
(month) (year)

I, Wayne E. Timmons, 15110 N. 9th Avenue
(insert name and address of principal)

of the City of Hillsboro County of Montgomery in the
State of Illinois

hereby appoint Linda Gardner, 301 W. Bell, P. O. Box 374
(insert name and address of agent)

of the City of Jasper County of _____ in the
State of Missouri

_____, as my attorney-in-fact (my "agent") to act for me and in my name (in any way I could act in person) with respect to the following powers, as defined in Section 3-4 of the "Statutory Short Form Power of Attorney for Property Law" (including all amendments), but subject to any limitations on or additions to the specified powers inserted in paragraph 2 or 3 below:

(YOU MUST STRIKE OUT ANY ONE OR MORE OF THE FOLLOWING CATEGORIES OF POWERS YOU DO NOT WANT YOUR AGENT TO HAVE. FAILURE TO STRIKE THE TITLE OF ANY CATEGORY WILL CAUSE THE POWERS DESCRIBED IN THAT CATEGORY TO BE GRANTED TO THE AGENT, TO STRIKE OUT A CATEGORY YOU MUST DRAW A LINE THROUGH THE TITLE OF THAT CATEGORY.)

- (a) Real estate transactions.
- (b) Financial institution transactions.
- (c) Stock and bond transactions.
- (d) Tangible personal property transactions.
- (e) Safe deposit box transactions.
- (f) Insurance and annuity transactions.
- (g) Retirement plan transactions.
- (h) Social Security, employment and military service benefits.
- (i) Tax matters.
- (j) Claims and litigation.
- (k) Commodity and option transactions.
- (l) Business operations.
- (m) Borrowing transactions.
- (n) Estate transactions.
- (o) All other property powers and transactions.

File
adj
matk

(LIMITATIONS ON AND ADDITIONS TO THE AGENT'S POWERS MAY BE INCLUDED IN THIS POWER OF ATTORNEY IF THEY ARE SPECIFICALLY DESCRIBED BELOW.)

2. The powers granted above shall not include the following powers or shall be modified or limited in the following particulars (here you may include any specific limitations you deem appropriate, such as a prohibition or conditions on the sale of particular stock or real estate or special rules on borrowing by the agent):

3. In addition to the powers granted above, I grant my agent the following powers (here you may add other delegable powers including, without limitation, power to make gifts, exercise powers of appointment, name or change beneficiaries or joint tenants or revoke or amend any trust specifically referred to below):

(YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER PERSONS AS NECESSARY TO ENABLE THE AGENT TO PROPERLY EXERCISE THE POWERS GRANTED IN THIS FORM, BUT YOUR AGENT WILL HAVE TO MAKE ALL DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION-MAKING POWERS TO OTHER, YOU SHOULD KEEP THE NEXT SENTENCE, OTHERWISE IT SHOULD BE STRUCK OUT.)

4. My agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my agent may select, but such delegations may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

5. My agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(THIS POWER OF ATTORNEY MAY BE AMENDED OR REVOKED BY YOU AT ANY TIME AND IN ANY MANNER. ABSENT AMENDMENT OR REVOCATION, THE AUTHORITY GRANTED IN THIS POWER OF ATTORNEY WILL BECOME EFFECTIVE AT THE TIME THIS POWER IS SIGNED AND WILL CONTINUE UNTIL YOUR DEATH UNLESS A LIMITATION ON THE BEGINNING DATE OR DURATION IS MADE BY INITIALING AND COMPLETING EITHER (OR BOTH) OF THE FOLLOWING:)

6. () This power of attorney shall become effective on
February 10, 1999

(insert a future date of event during your lifetime, such as court determination of your disability, when you want this power to first take effect.)

7. () This power of attorney shall terminate on _____

(insert a future date or event, such as court determination of your disability, when you want this power to terminate prior to your death.)

(IF YOU WISH TO NAME SUCCESSOR AGENT, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

8. If any agent named by me shall die, become incompetent, resign or refuse to accept the office of agent, I name the following (each to act alone, and successively, in the order named) as successor(s) to such agent:

For purposes of this paragraph 8, a person shall be considered to be incompetent if and while the person is a minor or an adjudicated incompetent or disabled person or the person is unable to give prompt and intelligent consideration to business matters, as certified by a licensed physician.

(IF YOU WISH TO NAME YOUR AGENT AS GUARDIAN OF YOUR ESTATE, IN THE EVENT A COURT DECIDES THAT ONE SHOULD BE APPOINTED, YOU MAY, BUT ARE NOT REQUIRED TO, DO SO BY RETAINING THE FOLLOWING PARAGRAPH. THE COURT WILL APPOINT YOUR AGENT IF THE COURT FINDS THAT SUCH APPOINTMENT WILL SERVE YOUR BEST INTERESTS AND WELFARE. STRIKE OUT PARAGRAPH 9 IF YOU DO NOT WANT YOUR AGENT TO ACT AS GUARDIAN.)

9. If a guardian of my estate (my property) is to be appointed, I nominate the agent acting under this power of attorney as such guardian, to serve without bond or surety.

10. I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my agent.

Signed Wayne F. Timmons
(principal)

(YOU MAY, BUT ARE NOT REQUIRED TO, REQUEST YOUR AGENT AND SUCCESSOR AGENTS TO PROVIDE SPECIMEN SIGNATURES BELOW. IF YOU INCLUDE SPECIMEN SIGNATURES IN THIS POWER OF ATTORNEY, YOU MUST COMPLETE THE CERTIFICATION OPPOSITE THE SIGNATURES OF THE AGENTS.)

Specimen signature of agent (successors)

I certify that the signatures of my agent (and successors are correct)

(agent)

(successor agent)

(successor agent)

(principal)

(principal)

(principal)

(THIS POWER OF ATTORNEY WILL NOT BE EFFECTIVE UNLESS IT IS NOTARIZED, USING THE FORM BELOW.)

State of Illinois)
County of Montgomery) SS.

The undersigned, a notary public in and for the above county and state, certifies that Wayne F. Timmons, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth, (and certified to the correctness of the signature(s) of the agent(s)).

Dated 2/10/99
(SEAL)

Douglas L. Jarman
OFFICIAL SEAL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-22-2001

My commission expires: _____

(THE NAME AND ADDRESS OF THE PERSON PREPARING THIS FORM SHOULD BE INSERTED IF THE AGENT WILL HAVE POWER TO CONVEY ANY INTEREST IN REAL ESTATE.)

This document was prepared by:
Bullington, White, McPhail, Jarman and Evans, P.C.
127 North Main, P. O. Box 190
Hillsboro, IL 62049

201000059728
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER, COUNTY RECORDER
08-30-2010 At 10:31 am.
WARR DEED 137.00
OR Book 1399 Page 113 - 124
RHSP Surcharge 10.00
Instrument Book Page
201000059728 OR 1399 113

STATE OF ILLINOIS §
 §
COUNTY OF MONTGOMERY §

SPECIAL WARRRANTY DEED

Grantor, **Montgomery Land Company, LLC**, a Delaware 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 **Colt LLC**, a West Virginia 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 also conveys and warrants to Grantee 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 Grantor and/or Grantor'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.

Grantor also conveys and warrants to Grantee all of Grantor's right, title and interest in and to all of the rights and privileges set forth and contained in the instruments and/or documents listed on Exhibit B which is attached hereto and made a part hereof. 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 of the rights and privileges set forth and contained in the instruments and/or documents listed on Exhibit B.

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 the following page.]



EXHIBIT B

Document	Parcel No.	Description	Section	Township	Range	Acres	Address
Section 16 Township 8 North Range 3 West Montgomery County Illinois							
Warranty Deed	BK1358P169	17-16-200-003 SE NE	16	8	3	40.00	East 15th Rd. Hillsboro, Illinois 62049
Warranty Deed	BK1358P169	17-16-400-002 NE SE	16	8	3	40.00	East 15th Rd. Hillsboro, Illinois 62049
Warranty Deed	BK1375P89	17-16-400-003 SE SE	16	8	3	40.00	North 9th Ave. Hillsboro, Illinois 62049
Warranty Deed	BK1287P253	17-17-400-005 SE SE	17	8	3	40.00	Schoolhouse Rd. Hillsboro, Illinois 62049
Warranty Deed	BK1268P438	17-20-200-003 E/2 NE	20	8	3	80.00	Schoolhouse Rd. Hillsboro, Illinois 62049
Warranty Deed	BK1268P438	17-21-100-001 W/2 NW	21	8	3	80.00	North 9th Ave. Hillsboro, Illinois 62049
Warranty Deed	BK1268P438	17-21-100-002 E/2 NW	21	8	3	80.00	North 9th Ave. Hillsboro, Illinois 62049
Warranty Deed	BK1358P169	17-21-200-003 E/2 NE	21	8	3	80.00	Schoolhouse Rd. Hillsboro, Illinois 62049
Warranty Deed	BK1274P11	17-21-200-001 W/2 NE	21	8	3	80.00	North 9th Ave. Hillsboro, Illinois 62049
Warranty Deed	BK1274P11	17-22-300-001 NW/2 SW	22	8	3	80.00	Schoolhouse Rd. Hillsboro, Illinois 62049
Warranty Deed	BK1386P406	17-22-100-001 NW	22	8	3	160.00	North 9th Ave. Hillsboro, Illinois 62049
Warranty Deed	BK1250P78	17-34-100-005 Pt. NW	34	8	3	23.00	McDavid Cemetery Ln. Coffeen, Illinois 62017
Warranty Deed	BK1277P91	16-18-400-013 Pt. SE	18	8	4	28.03	Illinois Route 185 Hillsboro, Illinois 62049
Warranty Deed	BK1277P91	16-18-400-017 Pt. SE & Pt. SW	18	8	4	12.65	Illinois Route 185 Hillsboro, Illinois 62049
Warranty Deed	BK1354P375	16-18-400-023 Pt. SE	18	8	4	2	Illinois Route 185 Hillsboro, Illinois 62049
Warranty Deed	BK1354P375	16-18-400-024 Pt. SE SE	18	8	4	2	Illinois Route 185 Hillsboro, Illinois 62049