

Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

L. Fay Hedden Abstract Office, Inc.

(File Number: 2022-190)

Note: The tract numbers in the preliminary title insurance schedules do not correspond to the auction tract numbers. For purposes of bidding at the auction, and for purposes of the purchase documents, the auction tracts are identified by the tract numbers used in the auction brochure and Exhibit A in the Bidder Packets. The tract numberings are cross-referenced in the tables below.


Auction Tract Numbers:	Title Company's Tract Numbers:	Title Company's Tract Numbers:	Auction Tract Numbers:
1	X	I, II	6, 9
2, 3	XI	III	8
4	X, XI	IV	10 - 14
5	XII	V, VI, VII	14
6	I, II, XII	VIII	11 - 14
7	XII	IX	8
8	III, IX	X	1, 4
9	I, II	XI	2, 3, 4
10	IV	XII	5, 6, 7
11, 12, 13	IV, VIII	XIII	15
14	IV, V, VI, VII, VIII		
15	XIII		

For October 25, 2025 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

E.C. Steckler Farms, Inc., *et al.*

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A	2022-190

Transaction Identification Data for reference only:

Issuing Agent / Office: L. Fay Hedden Abstract Office, Inc. (IN License #2449150 / FATIC Agent #1001282)
214 N. 7th St., Vincennes, Indiana 47591
PH (812) 882-5273 FX (812) 882-9886
unclefay@heddenabstract.com

ALTA Universal ID #0005154

Commitment No. / Issuing Office File No. 2022-190

Loan ID No. TBD

Property Address: FARM GROUND, SWAMP ROAD, DECKER, IN 47524

***The property address listed is provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.*

Schedule A

1.) Commitment Date: AUGUST 23, 2022 **Time:** 8:00 AM
UPDATED TO: **Time:**

2.) Policy to be issued:

(a) X **ALTA OWNER'S POLICY** **Proposed Policy Amount** \$ TBD
Proposed Insured: TBD

(b) X **ALTA LOAN POLICY** **Proposed Policy Amount** \$ TBD
Proposed Insured: TBD

ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTERESTS MAY APPEAR

3.) The estate or interest in the Land described or referred to in this commitment is FEE SIMPLE

4.) Title to the FEE SIMPLE estate or interest in the land is at the Commitment Date vested in:

E.C. STECKLER FARMS, INC., AN INDIANA CORPORATION, **AN UNDIVIDED ½ INTEREST**
SUE ANN STAHL, **AN UNDIVIDED 1/6 INTEREST**
SUE ANN STAHL, AS TRUSTEE OF TRUST UNDER WILL OF MARY ESTHER JOICE
FBO ROBERT W. SWAYZE, JR., **AN UNDIVIDED 1/6 INTEREST**
ROBERT W. SWAYZE, JR. AS TRUSTEE OF TRUST UNDER THE WILL OF MARY ESTHER JOICE
FBO OF SISTER MARIA SARA SWAYZE, **AN UNDIVIDED 1/6 INTEREST**

CHAIN OF TITLE – for informational purposes only

By virtue of a certain Warranty Deed recorded on April 23, 1985 as Deed Book 222 page 867 and a certain Personal Representatives Deed recorded on August 24, 1995 in Deed Book 254 page 637 in the Office of the Recorder of Knox County, Indiana.

5.) The land is described as follows:

SEE ATTACHED EXHIBIT 'A' FOR LEGAL DESCRIPTION OF SUBJECT PROPERTY.

FIRST AMERICAN TITLE INSURANCE COMPANY

BY: S. Rene' Vermillion, President, (IN License #1167370)
Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Commitment No. / Issuing Office File No. 2022-190

Schedule A (Continued) EXHIBIT 'A'

TRACT I

The South half (S1/2) of the Southwest Quarter (SW1/4) of Section Twelve (12) Township One (1) South, Range Twelve (12) West, containing Ninety-One and Ninety Hundredths (91.90) acres, more or less.

TRACT II

The North half (N1/2) of the Northwest Quarter (NW1/4) of Section Thirteen (13), Township One (1) South, Range Twelve (12) West, containing Ninety-One and Ninety Hundredths (91.90) acres, more or less.

TRACT III

The Southwest Quarter (SW1/4) of Fractional Section Thirteen (13), Township One (1) South, Range Twelve (12) West, containing One Hundred Eight and One Hundredth (108.01) acres, more or less.

TRACT IV

The South half (S1/2) Section Fourteen (14), Township One (1) South, Range Twelve (12) West, containing Three Hundred Twenty-six and Fifty Hundredths (326.50) acres, more or less.

TRACT V

The Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Fifteen (15), Township One (1) South, Range Twelve (12) West, containing Forty-three (43) acres, more or less.

TRACT VI

The South half (S1/2) of the Southeast Quarter (SE1/4) of Section Fifteen (15), Township One (1) South, Range Twelve (12) West, containing Eighty-three and Seventy Hundredths (83.70) acres, more or less.

TRACT VII

The Northeast Quarter (NE1/4) of Fractional Section Twenty-two (22), Township One (1) South, Range Twelve (12) West, containing Ninety and Twenty Hundredths (90.20) acres, more or less.

TRACT VIII

The North half (N1/2) Fractional Section Twenty-three (23), Township One (1) South, Range Twelve (12) West, containing One Hundred Forty-eight and Twenty-five Hundredths (148.25) acres, more or less.

TRACT IX

The Northwest Fractional Quarter of Fractional Section Twenty-four (24), Township One (1) South, Range Twelve (12) West, containing Four and Forty Hundredths (4.40) acres, more or less.

Tracts I through IX inclusive, being all of the land which is described in a Certificate of Survey dated April 3, 1937 by Robert W. Lind, Surveyor of Knox County and which certificate is recorded in Book 4 on page 554 in Surveyors Records of Knox County, being a total of Nine Hundred Eighty-seven and Eighty-six Hundredths (987.86) acres, more or less, and being the same real estate deeded by the Aetna Life Insurance Company to Edward C. Steckler and George A. Steckler on July 29, 1941, and recorded in Deed Record 100 pages 462 and 463 in the Office of the Recorder of Knox County, Indiana.

TRACT X

The Southeast Fractional Quarter of Section One (1), Township One (1) South, Range Twelve (12) West of the Second Principal Meridian, containing 87.44 acres, more or less.

EXCEPTING THEREFROM as certain parcel as deeded by Edward D. Steckler, etux and George A. Steckler, etux to Charles E. Parker and Helen Parker, husband and wife, by a certain Warranty Deed dated August 1, 1962 and recorded August 3, 1962 in Deed Record 156 page 515 in the Office of the Recorder of Knox County, Indiana, and being a part of the Southeast Fractional Quarter of Section One (1), Township One (1) South, Range Twelve (12) West, Decker Township, Knox County, Indiana, bounded and described as follows, to-wit: Beginning at a corner post at the Northwest corner of said Southeast Fractional Quarter; thence East 779.0 feet to a stake; thence South 48 degrees 30 minutes West, along the center of the Mt. Carmel Blacktop Road, 932.0 feet; thence South 60 degrees 02 minutes West, along the center of said Road, 100.0 feet to the West line of said Southeast Fractional Quarter; thence North, along the West line of said Southeast Fractional Quarter, 664 feet to the beginning, containing 5.90 acres, more or less.

Leaving herein 81.54 acres, more or less.

TRACT XI

All of Location One Forty-eight (148), Township One (1) South, Range Twelve (12) West, **excepting therefrom** Eighty (80) acres of even width off of the entire West end thereof, leaving in said tract, exclusive of said exception, One Hundred and Ninety-two (192) acres.

TRACT XII

ALSO, all of Location Eighty-three (83), Town One (1) South, Range Twelve (12) West, containing Two Hundred and Sixty (260) acres, more or less.

Tracts X-XI-XII containing in all, 539.44 acres, more or less and being the same real estate deeded by William Steckler, Jr., single, to George Steckler and Edward Steckler on February 1, 1946, and recorded in Deed Record 112 page 1 in the Office of the Recorder of Knox County, Indiana.

TRACT XIII

The Northwest Quarter (NE1/4) of Section Eleven (11), Township One (1) South, Range Twelve (12) West, containing 160 acres, more or less.

Said tract being the same as the real estate conveyed by Kathrina Parkinson, widow of Francis E. Parkinson, etal to Mary Esther Joice and Georgia Lee Swayze on March 8, 1966 in Deed Record 167 page 162 in the Office of the Recorder of Knox County, Indiana.

All tracts being situated in Decker Township, Knox County, Indiana.

More commonly known as farm ground located on Swamp Road, Decker, IN 47524


**

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule B-I	

Commitment No. / Issuing Office File No. 2022-190

Schedule B, Part I REQUIREMENTS

All of the following Requirements must be met:

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

Corporate Warranty Deed executed by E.C. STECKLER FARMS, INC., AN INDIANA CORPORATION to TBD conveying fee simple interest in the real estate described in Schedule A of this commitment.

Warranty Deed executed by SUE ANN STAHL to TBD conveying fee simple interest in the real estate described in Schedule A of this commitment.

Trustee's Deed executed by SUE ANN STAHL, AS TRUSTEE OF TRUST UNDER WILL OF MARY ESTHER JOICE FBO OF ROBERT W. SWAYZE, JR. to TBD conveying fee simple interest in the real estate described in Schedule A of this commitment.

Trustee's Deed executed by ROBERT W. SWAYZE, JR., AS TRUSTEE OF TRUST UNDER WILL OF MARY ESTHER JOICE FBO OF SISTER MARIA SARA SWAYZE to TBD conveying fee simple interest in the real estate described in Schedule A of this commitment.


Mortgage executed by TBD to TBD for the proposed mortgage amount listed and covering the real estate described in Schedule A of this commitment.

5. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C.6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording
6. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
7. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy amount(s).
8. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.
9. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. (NAME)". See Indiana Code 36-2-11-15.
10. By virtue of IC 27-7-3.6, a fee of \$5 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.
11. Effective July 1, 2013, Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's fees for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.
12. Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount of less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule B-II	

Commitment No. / Issuing Office File No. 2022-190

Schedule B, Part II Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I – Requirements are met.
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or my making inquiry of persons in possession of the land.
4. Easements, liens or encumbrances of claims thereof, which are not shown by public record.
5. Any lien, or right to a lien for services, labor or material imposed by law and not shown by the public record.
6. Taxes or special assessments which are not shown as existing liens by the public record.
7. Real Estate Taxes and Solid Waste Assessment (to be paid with the real estate taxes) assessed for the year 2021, are a lien and are due in two installments payable May 10, 2022 and November 10, 2022 --

SEE ATTACHED EXHIBIT 'B' FOR REAL ESTATE TAX PARCEL INFORMATION

*****NOTE: This agent disclaims responsibility for the correctness or accuracy of the above listed real estate taxes. The above given taxes should be verified by the Office of the Knox County Treasurer (812-885-2506).*****

8. Real Estate Taxes and Assessments for the year 2022 payable in 2023, are a lien, and are payable in two installments due on 5-10-2023 and 11-10-2023, but said tax amounts and assessments are not yet available.
9. Rights of parties in possession under unrecorded leases, including crops.
10. The acreage shown in the legal description in Schedule A is for information and identification purposes only, and in no way implies that the amount of acreage is insured.
11. Any and all drainage ditches, tiles, laterals and feeders and legal drains.
12. Rights of the Public, the State of Indiana, and County of Knox and the municipality in and to that part of the premises taken or used for road purposes and utility right of ways.
13. The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.
14. Any and all existing zoning ordinances applicable to real property situated in Knox County, Indiana.
15. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
16. **Any claim that the title insured hereunder is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. sec 499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. Sec 181, et seq.) , or under similar state laws.**
17. Rights of others to the free and unobstructed flow and use of the waters which may flow on or thru the land and any adverse claim based upon the assertion that some portion of said land has been created by artificial means or avulsion or has accreted to such portion.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule B-II

Commitment No. / Issuing Office File No. 2022-190

Schedule B, Part II Exceptions

EXHIBIT 'B'

***PARCEL #42-25-12-300-001.000-003**

(TRACT I)

Assessed in the name of: E.C. STECKLER FARMS, INC., ETAL
 Property Address: W. NEWTON RD., DECKER, IN 47524
 Taxing Unit and Code: 003 – DECKER TWP
 Assessed Value Land: \$70,200.00 Assessed Value Improvements: NONE Exemptions: NONE
 Legal description per Assessor records -- S1/2 SW1/4 12, T1S-R12W (91.9000A)
 May Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$567.96 PAID IN FULL
 November Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$567.96 DUE 11-10-2022
 Delinquency ----- NONE

***PARCEL #42-25-13-200-001.000-003**

(TRACT II)

Assessed in the name of: E.C. STECKLER FARMS, INC., ETAL
 Property Address: WHITE RIVER RD., DECKER, IN 47524
 Taxing Unit and Code: 003 – DECKER TWP
 Assessed Value Land: \$71,900.00 Assessed Value Improvements: NONE Exemptions: NONE
 Legal description per Assessor records -- PT N1/2 NW1/4 13, T1S-R12W (91.9000A)
 May Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$581.70 PAID IN FULL
 November Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$581.70 DUE 11-10-2022
 Delinquency ----- NONE

***PARCEL #42-25-13-300-001.000-003**

(TRACT III)

Assessed in the name of: E.C. STECKLER FARMS, INC., ETAL
 Property Address: WHITE RIVER RD., DECKER, IN 47524
 Taxing Unit and Code: 003 – DECKER TWP
 Assessed Value Land: \$84,100.00 Assessed Value Improvements: NONE Exemptions: NONE
 Legal description per Assessor records -- PT SW1/4 Fractional 13, T1S-R12W (108.0100A)
 May Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$680.41 PAID IN FULL
 November Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$680.41 DUE 11-10-2022
 Delinquency ----- NONE

***PARCEL #42-25-14-300-001.000-003**

(TRACT IV)

Assessed in the name of: E.C. STECKLER FARMS, INC., ETAL
 Property Address: S. SWAMP RD., DECKER, IN 47524
 Taxing Unit and Code: 003 – DECKER TWP
 Assessed Value Land: \$232,000.00 Assessed Value Improvements: NONE Exemptions: NONE
 Legal description per Assessor records -- PT S1/2 14, T1S-R12W (326.5000A)
 May Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$1,877.00 PAID IN FULL
 November Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$1,877.00 DUE 11-10-2022
 Delinquency ----- NONE

***PARCEL #42-25-15-400-003.000-003**

(TRACT V)

Assessed in the name of: E.C. STECKLER FARMS, INC., ETAL
 Property Address: WABASH RIVER RD., DECKER, IN 47524
 Taxing Unit and Code: 003 – DECKER TWP
 Assessed Value Land: \$40,600.00 Assessed Value Improvements: NONE Exemptions: NONE
 Legal description per Assessor records -- PT NE1/4 SE1/4 SEC 15, T1S-R12W (43.0A)
 May Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$328.49 PAID IN FULL
 November Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$328.48 DUE 11-10-2022
 Delinquency ----- NONE

***PARCEL #42-25-15-400-001.000-003**

(TRACT VI)

Assessed in the name of: E.C. STECKLER FARMS, INC., ETAL
 Property Address: WABASH RIVER RD., DECKER, IN 47524
 Taxing Unit and Code: 003 – DECKER TWP
 Assessed Value Land: \$81,600.00 Assessed Value Improvements: NONE Exemptions: NONE
 Legal description per Assessor records -- S1/2 SE1/4 15, T1S-R12W (83.7000A)
 May Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$660.18 PAID IN FULL
 November Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$660.18 DUE 11-10-2022
 Delinquency ----- NONE

***PARCEL #42-25-22-100-001.000-003**

(TRACT VII)

Assessed in the name of: E.C. STECKLER FARMS, INC., ETAL
 Property Address: WHITE RIVER RD., DECKER, IN 47524
 Taxing Unit and Code: 003 – DECKER TWP
 Assessed Value Land: \$59,600.00 Assessed Value Improvements: NONE Exemptions: NONE
 Legal description per Assessor records -- NE1/4 Fractional 22, T1S-R12W (90.2000A)
 May Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$482.20 PAID IN FULL
 November Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$482.20 DUE 11-10-2022
 Delinquency ----- NONE

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule B-II

Commitment No. / Issuing Office File No. 2022-190

Schedule B, Part II Exceptions

EXHIBIT 'B'

***PARCEL #42-25-23-200-001.000-003**

(TRACT VIII)

Assessed in the name of: E.C. STECKLER FARMS, INC., ETAL
 Property Address: WHITE RIVER RD., DECKER, IN 47524
 Taxing Unit and Code: 003 – DECKER TWP
 Assessed Value Land: \$110,900.00 Assessed Value Improvements: NONE Exemptions: NONE
 Legal description per Assessor records -- N1/2 Fractional 23, T1S-R12W (148.2500A)
 May Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$897.24 PAID IN FULL
 November Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$897.24 DUE 11-10-2022
 Delinquency ----- NONE

***PARCEL #42-25-24-200-001.000-003**

(TRACT IX)

Assessed in the name of: E.C. STECKLER FARMS, INC., ETAL
 Property Address: S. CATTLE BARN RD, DECKER, IN 47524
 Taxing Unit and Code: 003 – DECKER TWP
 Assessed Value Land: \$4,200.00 Assessed Value Improvements: NONE Exemptions: NONE
 Legal description per Assessor records -- Northwest FRL1/4 Fractional 24, T1S-R12W (4.4700A)
 May Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$33.98 PAID IN FULL
 November Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$33.98 DUE 11-10-2022
 Delinquency ----- NONE

***PARCEL #42-25-01-400-001.000-003**

(TRACT X)

Assessed in the name of: E.C. STECKLER FARMS, INC., ETAL
 Property Address: W. ORVILLE RD., DECKER, IN 47524
 Taxing Unit and Code: 003 – DECKER TWP
 Assessed Value Land: \$104,500.00 Assessed Value Improvements: NONE Exemptions: NONE
 Legal description per Assessor records -- PT Southeast Frcl 1/4 Sec 1, T1S-R12W (81.5400A)
 May Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$845.46 PAID IN FULL
 November Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$845.46 DUE 11-10-2022
 Delinquency ----- NONE

PARCEL #42-25-12-100-001.000-003

(TRACT XI)

Assessed in the name of: E.C. STECKLER FARMS, INC., ETAL
 Property Address: W. ORVILLE RD., DECKER, IN 47524
 Taxing Unit and Code: 003 – DECKER TWP
 Assessed Value Land: \$171,200.00 Assessed Value Improvements: NONE Exemptions: NONE
 Legal description per Assessor records -- Location 148, T1S-R12W (192.0000A)
 May Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$1,385.10 PAID IN FULL
 November Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$1,385.10 DUE 11-10-2022
 Delinquency ----- NONE

***PARCEL #42-25-12-400-001.000-003**

(TRACT XII)

Assessed in the name of: E.C. STECKLER FARMS, INC., ETAL
 Property Address: WHITE RIVER RD., DECKER, IN 47524
 Taxing Unit and Code: 003 – DECKER TWP
 Assessed Value Land: \$148,800.00 Assessed Value Improvements: NONE Exemptions: NONE
 Legal description per Assessor records -- Location 83, T1S-R12W (260.0000A)
 May Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$1,203.86 PAID IN FULL
 November Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$1,203.86 DUE 11-10-2022
 Delinquency ----- NONE

***PARCEL #42-25-11-200-001.000-003**

(TRACT XIII)

Assessed in the name of: E.C. STECKLER FARMS, INC., ETAL
 Property Address: S. SWAMP RD., DECKER, IN 47524
 Taxing Unit and Code: 003 – DECKER TWP
 Assessed Value Land: \$82,600.00 Assessed Value Improvements: NONE Exemptions: NONE
 Legal description per Assessor records -- PT Northwest ¼ 11, T1S-R12W (156.9800A)
 May Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$1,146.03 PAID IN FULL
 November Installment (Includes Solid Waste Assessment) 2021 payable 2022 -----\$1,146.03 DUE 11-10-2022
 Delinquency ----- NONE

*****NOTE: This agent disclaims responsibility for the correctness or accuracy of the above listed real estate taxes. The above given taxes should be verified by the Office of the Knox County Treasurer (812-885-2506).*****

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule B-II

Commitment No. / Issuing Office File No. 2022-190

Schedule B, Part II (Continued) Exceptions

18. The nature, extent, or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the waters of the White River.
19. Any adverse claim based upon the assertion that: (a) The land described in Schedule A or any part thereof is now or at any time has been below the ordinary low water mark of White River or; (b) Some portion of said land has been created by artificial means or has accreted to such portion created; or (c) Some portion of said Land has been brought within the boundary thereof by an avulsive movement of White River or has been formed by accretion to any such portion.
20. Rights of the United States, State of Indiana and the public for commerce, navigation, recreation and fishery as to any portion of the land lying within or comprising the boundary of the river adjacent to the subject land or land created by fill or artificial accretion.
- 21. Any and all claims as to the lack of proper or legal access from a public roadway as to TRACT XIII of the subject property.**
22. A certain Right of Way Easement executed by William Steckler, Jr. to the Board of Commissions of Knox County, Indiana, for the purposes of improving and widening a public highway as recorded February 19, 1942 in Miscellaneous Record 51 page 313 in the Office of the Recorder of Knox County, Indiana. Covers – Tract X-XI-XII
23. A certain Right of Way Easement executed by George A. Steckler, et ux and Mary Esther Joice, etvir, and Georgia Lee Swayze, etvir, and Mary Hazel Steckler, a widow, to Public Service Company of Indiana, Inc., dated May 25, 1972 and recorded June 6, 1972 in Deed Record 187 page 68 in the Office of the Recorder of Knox County, Indiana. Covers – Tracts X-XI
24. A certain Right of Way Easement executed by Mary Hazel Steckler, Mary Esther Joice and Georgia Lee Swayze to Public Service Company of Indiana, Inc., dated January 20, 1975 and recorded February 3, 1975 in Deed Record 195 page 329 in the Office of the Recorder of Knox County, Indiana. Covers – Tract X
25. A certain Right of Way Easement executed by Mary Esther Joice and Georgia Lee Swayze to Public Service Company of Indiana, Inc., dated May 4, 1972 and recorded May 31, 1972 in Deed Record 187 page 30 in the Office of the Recorder of Knox County, Indiana. Covers – Tract XIII
26. A certain Right of Way Easement executed by Mary Esther Joice and Georgia Lee Swayze to Public Service Company of Indiana, Inc., dated January 20, 1975 and recorded January 24, 1975 in Deed Record 195 page 299 in the Office of the Recorder of Knox County, Indiana. Covers – Tract XIII
27. The Reservation of ½ interest of all oil, gas and other minerals as reserved by grantors Kathrina Parkinson, etal in a certain Warranty Deed recorded on March 8, 1966 in Deed Record 167 page 162 in the Office of the Recorder of Knox County, Indiana. Covers – Tract XIII
28. A certain Agreement to Lease Ground for Production of Oil and Gas executed by and between Georgia Lee Swayze, Mary Esther Joice and the Estate of Mary Hazel Steckler, deceased, (First Party) and George A. Steckler and Lorene Steckler, husband and wife, (Second Party), dated September 23, 1981 and recorded September 24, 1981 in Miscellaneous Record 146 page 501 in the Office of the Recorder of Knox County, Indiana. Covers – Tract I thru XII
29. A certain Memorandum of Underground Coal Lease executed by Robert W. Swayze and Georgia Lee Swayze, husband and wife, and Robert L. Joice and Mary Esther Joice, husband and wife, (Lessors) to Newco-Duke Western Extension Company (Lessee), dated July 29, 1982 and recorded October 13, 1982 in Miscellaneous Record 151 page 770 in the Office of the Recorder of Knox County, Indiana. Covers -- Tracts I thru IX and Tract XIII
30. A certain Oil and Gas Lease, and the assignments, amendments and ratifications thereof, executed by Mary Esther Joice and Georgia Lee Swayze to Mt. Carmel Drilling Company, dated February 19, 1977 and recorded in Miscellaneous Record 132 page 587 in the Office of the Recorder of Knox County, Indiana. Covers – Tract XIII

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ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule B-II

Commitment No. / Issuing Office File No. 2022-190

Schedule B, Part II (Continued) Exceptions

31. A certain Oil and Gas Lease, and the assignments, amendments and ratifications thereof, executed by Mary Esther Joice and Georgia Lee Swayze to Mid-Central Land Services, Inc., dated August 10, 1981 and recorded in Miscellaneous Record 146 page 475 in the Office of the Recorder of Knox County, Indiana. Said lease was re-recorded in Miscellaneous Record 146 page 698 in the Office of the Recorder of Knox County, Indiana. Covers -- Tract XI

32. A certain Personal Representative's Deed of Distribution of Oil and Gas Interest as conveyed by Georgia Lee Swayze and Mary Esther Joice, as Co-Personal Representatives of the Estate of Mary Hazel Steckler, deceased, to Mary Esther Joice (an undivided 1/2 interest); Robert W. Swayze, Jr. (an undivided 1/8 interest); Sue Ann Stahl (an undivided 1/8 interest), Robert W. Swayze Sr. for his life (an undivided 1/8 interest with remainder to Robert W. Swayze, Jr. and Sue Ann Stahl) and Sister Maria Sarah Swayze for her life (an undivided 1/8 interest with remainder to Robert W. Swayze, Jr. and Sue Ann Stahl). Deed dated July 1, 1982 and recorded July 1, 1982 in Deed Record 216 page 501 in the Office of the Recorder of Knox County, Indiana. Covers – Tracts I thru XII

33. A certain Mineral Deed of Oil and Gas Interest executed by Robert W. Swayze Sr. to Robert W. Swayze, Jr. and Sue Ann Stahl, as tenants in common, dated August 6, 1982 and recorded August 10, 1982 in Deed Record 216 page 699 in the Office of the Recorder of Knox County, Indiana. Covers – All his undivided interest in the Oil and Gas as to Tract I thru XII

34. A certain Coal Mineral Deed executed by The Prudential Insurance Company of America to Mary Esther Joice and Georgia Lee Swayze, as tenants in common, dated February 10, 1984 and recorded February 14, 1984 in Deed Record 220 page 86 in the Office of the Recorder of Knox County, Indiana.

Conveys -- All of grantor's interest in and to all coal, together with fire clay, shale and solid materials in and under Tracts X-XI-XII.

It is not the intent with this document to convey any interest in the oil and gas for said tracts which Grantor reserved in Deed Record 100 page 134 in the Office of the Recorder of Knox County, Indiana.

35. A certain Personal Representative's Deed of Distribution of Oil and Gas Interest as conveyed by Georgia Lee Swayze as Personal Representative of the Estate of Mary Esther Joice, deceased, under Cause No. 42C01-9311-EU-122 of the Knox County Circuit Court, to Sue Ann Stahl (an undivided 1/3 interest), Sue Ann Stahl as Trustee of the Trust under Will of Mary Esther Joice FBO Robert W. Swayze, Jr. (an undivided 1/3 interest) and Robert W. Swayze, Jr., as Trustee of the Trust under Will of Mary Esther Joice FBO of Sister Maria Sara Swayze (an undivided 1/3 interest). Deed dated December 28, 1995 and recorded December 29, 1995 in Deed Record 255 page 824 in the Office of the Recorder of Knox County, Indiana. Covers – subject property

36. A certain Oil and Gas Lease executed by Robert W. Swayze, Jr. to Countrymark Energy Resources LLC, dated April 9, 2011 and recorded April 29, 2011 as Document #2011R02076 in the Office of the Recorder of Knox County, Indiana.

Covers – Tract I and II.

37. A certain Oil and Gas Lease executed by Sue Ann Stahl to Countrymark Energy Resources LLC, dated May 11, 2011 and recorded August 11, 2011 as Document #2011R03803 in the Office of the Recorder of Knox County, Indiana.

Covers – Tract I and II.

38. A certain Memorandum of Coal Lease Agreement executed by Sue Anne Stahl, individually, Sue Anne Stahl, as Trustee of that certain trust FBO Robert W. Swayze, Jr. under the Last Will and Testament of Georgia Lee Swayze, deceased; Sue Ann Stahl as Trustee of that certain trust for FBO Robert W. Swayze, Jr. under the Last Will and Testament of Mary Esther Joice, deceased; Sister Maria Sara Swayze; Robert W. Swayze, Jr. as Trustee of that certain trust for FBO Sister Maria Sara Swayze under the Last Will and Testament of Mary Esther Joice, deceased to Gibson County Coal, LLC, dated October 5, 2012 and recorded November 16, 2012 as Document #2012R06035 in the Office of the Recorder of Knox County, Indiana.

Said Lease shows an Amendment to Coal Lease Agreement executed February 6, 2015 and recorded March 24, 2015 as Document #2015R01328 in the Office of the Recorder of Knox County, Indiana.


Covers – Tracts I thru IX and Tract XII

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule B-II	

Commitment No. / Issuing Office File No. 2022-190

Schedule B, Part II (Continued)
Exceptions

39. Terms and conditions of a certain unrecorded Conservation Reserve Program Contract executed by and between Sue Swayze Stahl, Robert W. Swayze Jr. Trust, Sister Maria Sara Swayze Trust and E.C. Steckler Farms Inc. and the Knox County Farm Service Agency, dated September 6, 2016.

Covers -- Any or all of that portion of Tract XIII of the subject property

40. Terms and conditions of a certain unrecorded Conservation Reserve Program Contract executed by and between Sue Swayze Stahl, Robert W. Swayze Jr. Trust, Sister Maria Sara Swayze Trust and E.C. Steckler Farms Inc. and the Knox County Farm Service Agency, dated September 6, 2016.

Covers -- Any or all of that portion of Tract VI of the subject property

41. Terms and conditions of a certain unrecorded Conservation Reserve Program Contract executed by and between Sue Swayze Stahl, Robert W. Swayze Jr. Trust, Sister Maria Sara Swayze Trust and E.C. Steckler Farms Inc. and the Knox County Farm Service Agency, dated August 21, 2018.

Covers -- Any or all of that portion of Tract XI of the subject property

42. Satisfy and release of record the following:

IN RE: E.C. STECKLER FARMS, INC., AN INDIANA CORPORATION; SUE ANN STAHL; SUE ANN STAHL, AS TRUSTEE OF TRUST UNDER WILL OF MARY ESTHER JOICE FBO ROBERT W. SWAYZE, JR.; ROBERT W. SWAYZE, JR. AS TRUSTEE OF TRUST UNDER THE WILL OF MARY ESTHER JOICE FBO OF SISTER MARIA SARA SWAYZE; THE CURRENT OWNER(S)

We find no liens or judgments of record against the above named current owners of the subject property.

IN RE: TBD, THE PROPOSED PURCHASER(S)

We find no liens or judgments of record against the above named proposed purchasers of the subject property.

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28. If stillborn,..... months
period of gestation..... or weeks

29. Cause of stillbirth_____

CERTIFICATE OF ATTENDING PHYSICIAN OR MIDWIFE

I hereby certify that I attended the birth of this child, who was alive at 8:30 P.M.
on the date above stated.

(Signature) Richard A. Anderson
Address _____

RECORDED THE 18TH DAY OF FEBRUARY A.D. 1942 AT 12:00 O'CLOCK.

GARREL POWELL, R.K.C.

#####

No. 374. ✓

EASEMENT

This indenture witnesseth, that the undersigned, as grantors and sole owners of land in Knox County, Indiana, more definitely described below, along which passes a County Public Highway which it is proposed by the County of Knox to improve, hereby grant and convey to the Board of Commissioners of Knox County Indiana for Right-of-Way, the following described land in Knox County, State of Indiana, to-wit:-

✓ Twenty (20) feet (and enough additional, if needed, to make a 2 to 1 slope) from the center of the road known as the Decker Chapel road, lying along the property in Loc. 140 & Sec 1, Town 1N Range 11 W. described as follows: All of Loc. 140- T 1 N R 11 W. containing 230 acres the N. 1/4 Sec. 1 T. 1 S. R. 12 W. containing 160 acres. in Decker Township, Knox County, Indiana. ✓

The above and foregoing easement is given for the purpose of improving and widening said road.

Edward C. Steckler

Dated Feb. 19, 1942.

RECORDED THE 19TH DAY OF FEBRUARY A.D. 1942 AT 3:00 O'CLOCK P.M.

GARREL POWELL, R.K.C.

#####

No. 375. ✓

EASEMENT

This indenture witnesseth, that the undersigned, as grantors and sole owners of land in Knox County Indiana, more definitely described below, along which passes a County Public Highway which it is proposed by the County of Knox to improve, hereby grant and convey to the Board of Commissioners of Knox County Indiana for Right-of-Way, the following described land in Knox County, State of Indiana, to-wit:-

Twenty (20) feet (and enough additional, if needed, to make a 2 to 1 slope) from the center of road known as the Decker Chapel road, lying along the property in Section 1 Town 1 N Range 12 W described as follows: SE 1/4 & Pt Loc. 148 & Loc 83 in Decker Township, Knox County, Indiana.

The above and foregoing easement is given for the purpose of improving and widening said road.

Wm. Steckler, Jr.

Dated Feb. 19, 1942.

RECORDED THE 19TH DAY OF FEBRUARY A.D. 1942 AT 3:00 O'CLOCK P.M.

GARREL POWELL, R.K.C.

#####



Map #004 Gilman-Balford

Book

County

Page

Township

RIGHT OF WAY EASEMENT

THIS INSTRUMENT, made this 25th day of May, 1972, by and between George A. Stankler and Loretta Stankler, his wife; Mary Esther Tice and Robert L. Tice, her husband; Gerald A. Sawyer and Robert W. Sawyer, her husband; Mary Jane Stankler, a widow whose address is: R.R. 25, Vincennes, Indiana of the County of Way, State of Indiana (hereinafter called the "Grantor", whether one or more) and PUBLIC SERVICE COMPANY OF INDIANA, INC., an Indiana corporation, and its successors and assigns, (hereinafter called the "Grantee").

WITNESSETH: That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which Grantor hereby acknowledges, Grantor hereby conveys and warrants to Grantee a permanent and perpetual right-of-way and easement for electrical transmission power lines with the right to the Grantee to locate, construct, reconstruct, erect, operate, use, repair, maintain, renew, remove, inspect, patrol, at any and all times, poles, towers, and/or supporting structures, conductors and all necessary or useful facilities and equipment with respect to such lines for transmitting electric energy, including cross-arms, wires, cables, guys, anchors, grounding system and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in, on, along, over, through and across the following described lands (hereinafter called "Premises") situated in the County of Way, and State of Indiana, to-wit:

A strip of land one hundred fifty (150) feet in width lying seventy-five (75) feet wide on both sides of a center line, which center line shall be established by connecting the center points of the poles, towers, and/or supporting structures as constructed on the Premises and/or adjoining lands; and which center line is more particularly described as follows:

Beginning at a point on a west line of the land of Grantors and runs in an easterly direction for a distance of approximately one hundred seventy-three (173) feet to an angle point, thence by deflecting an angle of 0° 04' to the left said strip continues in an easterly direction for a distance of approximately two thousand three hundred ninety-seven (2397) feet to an angle point, thence by deflecting an angle of 37° 08' to the left, said strip continues in a northeasterly direction for a distance of approximately three thousand four hundred seventy-one (3471) feet to a point on an East line of the land of Grantors, and also a parcel of land described as follows: Beginning at the Northwest (NW) corner of Location 148, Township 1 South, Range 12 West, thence south along the west line of Location 148 for a distance of approximately eleven (11) feet thence northeasterly to the north line of said Location 148 thence west along the North line of said Location 148 for a distance of approximately twenty (20) feet to the point of beginning.

Which strip of land is located in that part of land of Grantors which lies in the South Half (SH) of Fractional Section 1, Township 1 South, Range 12 West, and Location 148, Township 1 South, Range 11 West and also Location 148, Township 1 South, Range 12 West.

...with the right of the Grantee to control or eliminate by electric means, any cross, overhanging branches and vegetation, and at its option to remove any such branches or the limbs of the trees adjoining the same on either side of the easement, subject to the provisions which may embrace the safety or convenience of the public for the use of any road or highway, and to the number of and various kinds of trees or limbs all of which shall be subject to the exercise of the power herein granted, and any such removal shall be made for the purpose of exercising and enjoying any and all the rights hereby vested in Grantee, exclusive of any emergency situations that might arise.

Grantee warrants that (hereinafter) (here) the owner(s) in fee simple of the Premises across which the aforementioned right-of-way is granted are (here) full, free and unencumbered right to make such grant.

It is understood and agreed:
1. Grantee shall promptly repair or replace all fences, gates, ditches and ditches damaged or destroyed by it on the Premises and shall pay Grantee all damages done to crops and live-stock on the Premises proximately caused by the construction, operation and maintenance of Grantee's facilities, provided claims for such damages, if any, are filed with the Grantee at its Plainfield office within thirty (30) days after such damages occur, provided that if such damages are not reasonably foreseen by the Grantee, such time limitations shall commence only after the Grantee has reasonable notice and/or awareness of any damage.

2. Grantee shall have the right to cultivate or otherwise use the easement strip in any way not inconsistent with the easement hereby granted; provided, the Grantee, including successors and assigns, shall not cause any building, structure or other obstruction to be constructed and placed upon any portion of the easement strip.

3. Grantee hereby consent and agree that this Right-of-Way Easement, and all rights conveyed to Grantee hereunder, may be assigned or transferred by Grantee at any time without further consent on the part of Grantor, but Grantee shall thereafter notify Grantor of the name of the party to whom any such assignment or transfer has been made.

4. This indenture contains all the terms and conditions of this easement, express or implied, between the parties hereto and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective representatives, heirs, successors, assigns, executors, and licensees.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal on the 25th day of May, 1972, at Plainfield, Indiana.

George A. Shackler (SEAL) Mary Esther Joice (SEAL)
Mary Esther Joice (SEAL) Robert V. Joice (SEAL)
George A. Shackler (SEAL) Robert V. Joice (SEAL)
George A. Shackler (SEAL) Mary Esther Joice (SEAL)

STATE OF INDIANA)
COUNTY OF DECATUR) SS:

Personally appeared before me, the undersigned, a Notary Public in and for the said county and state, George A. Shackler and Mary Esther Joice, his wife and acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal, this 25th day of May, 1972.

Gaylord O. Michelson
Notary Public

My Commission Expires: May 16, 1976
Approved as to Form-Execution-According to: Frank T. Lewis, Attorney-at-Law
1800 E. Main Street
Plainfield, IN 46068

Personally appeared before me, the undersigned, a Notary Public in and for the said county and state, Mary Esther Joice and Robert V. Joice, her husband and acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal, this 25th day of May, 1972.

Gaylord O. Michelson
Notary Public

My Commission Expires: May 16, 1976

70 STATE OF INDIANA
COUNTY OF Knox } ss:

Personally appeared before me the undersigned, a Notary Public in and for said County and State, Georgia L. Swayze and Robert W. Swayze, her husband

_____ who acknowledged the execution by them of the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal this 25th day of May, 1976

My commission expires May 16, 1976



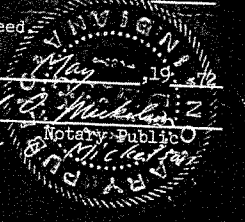
STATE OF INDIANA
COUNTY OF Knox } ss:

Personally appeared before me the undersigned, a Notary Public in and for said County and State, Mary Hazel Steckler, a widow

_____ who acknowledged the execution by her of the foregoing instrument to be her voluntary act and deed.

WITNESS my hand and notarial seal this 25th day of May, 1976

My commission expires May 16, 1976



RECORDED THE 6 DAY OF June 1972 AT 9:30 O'CLOCK A.M. Raymond C. R. K.C.

2175
WARRANTY DEED

This Indenture Witnesseth, That JERRY L. NOLTING and JUANITA NOLTING,
his wife

of Duchess County, in the State of New York, CONVEY and WARRANT to
BEN J. WATTS and BARBARA A. WATTS, husband and wife

of Knox County, in the State of Indiana, for the sum of - - - - -
---Ten and 00/100=-----DOLLARS (\$10.00-----)
and other valuable consideration, the receipt whereof is hereby acknowledged, the following described REAL
ESTATE in Knox County, in the State of Indiana, to-wit:-

Part of Lot Number Forty (40) in Ritterskamps Addition to Freelandville, bounded as follows: Beginning 118 feet North 45 degrees West of the South corner of said Lot 40; thence North 45 degrees West 136 feet; thence North 52½ degrees East 128 feet to a stake; thence South 45 degrees East 238½ feet to Indianapolis Avenue; thence South 45 degrees West along Indianapolis Avenue 81 1/6 feet; thence North 45 degrees West 118 feet to a stake; thence South 45 degrees West 46 5/6 feet to the place of beginning, EXCEPTING THEREFROM the following, heretofore transferred by Deed to Verner Scanling described as follows: Beginning 118 feet North 45 degrees West of the South corner of said Lot 40; thence North 45 degrees West 136 feet for place of beginning; thence North 52½ degrees East 128 feet to a stake; thence South 45 degrees East 85 feet; thence in a Westerly direction parallel with the northwest line of Lot 40, 128 feet; thence North 45 degrees West 85 feet to the place of beginning, being a Lot of 85 x 128 feet.

Subject to existing zoning ordinances of the County of Knox, State of Indiana.

Subject to the 1972 real property taxes and special assessments due and payable in 1973 and all subsequent real property taxes and special assessments due and payable thereafter.

Parcel No. 184 Date County
5992 Adams - Carver
(Gibson-Brewster Sec.)

RIGHT OF WAY EASEMENT

THIS INSTRUMENT, made this 20 day of January 1975, by and between Mary Hazel Stadler, widow, Georgia L. Swayer, a married adult, Mary Decker, a married adult, whose address is 46 Circle Drive, Vincennes, Indiana 47591

of the County of Knox State of Indiana (hereinafter called the "Grantor", whether one or more) and PUBLIC SERVICE COMPANY OF INDIANA, INC., an Indiana corporation, and its successors and assigns, (hereinafter called the "Grantee").

WITNESSETH: That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which is hereby acknowledged, Grantor hereby conveys and warrants to Grantee a permanent and perpetual right-of-way easement for electrical transmission power lines with the right to the Grantee to locate, construct, reconstruct, erect, operate, use, repair, maintain, renew, remove, improve, patrol, at any and all times, poles, towers, and/or supporting structures, conductors and all necessary and useful facilities and equipment with respect to such lines for transmitting electric energy, including crossarms, wires, leading guys, anchors, grounding wires and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in, on, across, over, through and across the following described lands (hereinafter called "Premises"), situated in the County of Knox and State of Indiana, to-wit:

A strip of land one hundred fifty (150) feet in width lying seventy-five (75) feet wide on each side of a center line, which center line is more particularly described as follows:

Beginning at a point on the west property line of the land of Grantor, said point being one thousand one hundred seventy-five and six tenths (1175.6) feet south of the northwest property corner of the land of Grantor and runs on a bearing of North 75° 05' East for a distance of two thousand five hundred twenty-six and one tenth (2526.1) feet to an angle point, thence by deflecting an angle of 32° 12' to the left said center line continues on a bearing of North 43° 33' East for a distance of three hundred thirty-four and five tenths (334.5) feet to a point on the east property line of the land of Grantor, said point being two hundred sixty-nine and one tenth (269.1) feet south of the southeast property corner of the land of Grantor.

Which strip of land is located in that part of the land of Grantor which lies in the Southeast Quarter (SE 1/4) of Section 1, Township 1 South, Range 12 West and containing in the above described easement strip 5.55 acres, more or less.

195
329

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Grantor warrants that (hereinafter they) (has) (are) the owner(s) in fee simple of the Premises across which the aforementioned right-of-way is granted and (has) (have) full, free and unencumbered right to make such grant.

It is understood and agreed:

1. Grantee shall promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it or the Grantee and shall pay Grantor all damages done to crops and livestock on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities, provided claims for such damages, if any, are filed with the Grantor at its Ellettsville office within ninety (90) days after such damages occur, provided that if such damages are not reasonably discovered by the Grantor, such time limitations shall commence only after the Grantor has reasonable notice and/or knowledge of any damage.
2. Grantor shall have the right to cultivate or otherwise use the easement strip in any way not inconsistent with the easement hereby granted, provided, the Grantee, including successors and assigns, shall not cause any building, structure or other obstruction to be constructed and placed upon any portion of the easement strip.
3. Grantors hereby consent and agree that this Right-of-Way Easement, and all rights conveyed to Grantee hereunder, may be assigned or transferred by Grantee at any time without written consent on the part of Grantors, but Grantor shall thereupon certify signature on the face of the plat, to which any such assignment or transfer has been made.

IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written.

Mary Hazel Braddock (SEAL) George L. Swartz (SEAL)
Mary Hazel Braddock (SEAL) George L. Swartz (SEAL)
Mary Esther Juice (SEAL)
Mary Esther Juice (SEAL)

Notary Public in and for the said county and state of Indiana
I do hereby certify the execution of the foregoing instrument to be her voluntary act and deed.
WITNESS my hand and notarial seal, this 20 day of January, 1975.
My Commission expires June 28, 1976
T.O. Graddy
Notary Public
T.O. Graddy

Notary Public in and for the said county and state of Indiana
I do hereby certify the execution of the foregoing instrument to be her voluntary act and deed.
WITNESS my hand and notarial seal, this 20 day of January, 1975.
My Commission expires June 28, 1976
T.O. Graddy
Notary Public
T.O. Graddy

Approved as to:
Form Execution Recording
7-12-74 1-17-75
774 774
This instrument was prepared by:
Frank T. Lewis, Attorney-at-Law
1000 E. Main Street
Plainfield, Indiana 46168

Notary Public in and for the said county and state of Indiana
I do hereby certify the execution of the foregoing instrument to be her voluntary act and deed.
WITNESS my hand and notarial seal this 20 day of January, 1975.
My Commission expires June 28, 1976
T.O. Graddy
Notary Public
T.O. Graddy
RECORDED THE 3 DAY OF Feb 1975 AT 10:00 O'CLOCK A.M. Raymond C. R.K.C.

343

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Mansell Brown, a married woman,
of Greene County, in the State of Indiana
CONVEY AND WARRANT to John L. Cotterdell, and Wilma Jean Cotterdell,
his wife,
of Greene County, in the State of Indiana
for the sum of One and no/100
and other valuable consideration Dollars
the receipt of which is hereby acknowledged, the following REAL ESTATE in Essex
County, in the State of Indiana, to-wit:

Parcel No. 2079 ORIGINAL Book County
Line 2704 Gibson-Redford Decker Township

187
30

25

RIGHT OF WAY EASEMENT

THIS INSTRUMENT, made this 4th day of May, 1972, by and between Mary Esther Joyce, a married adult and Georgia Lee Sawyer, a married adult whose address is R.R. Vincennes, Indiana 47501

of the County of Elkhart, State of Indiana (hereinafter called the "Grantor"; whether one or more) and PUBLIC SERVICE COMPANY OF INDIANA, INC., an Indiana corporation, and its successors and assigns, (hereinafter called the "Grantee").

WITNESSETH: That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which Grantor hereby acknowledges, Grantor hereby conveys and warrants to Grantee a permanent and perpetual right-of-way and easement for electrical transmission power lines with the right to the Grantee to locate, construct, reconstruct, erect, operate, use, repair, maintain, renew, remove, inspect, patrol, at any and all times, poles, towers, and/or supporting structures, conductors and all necessary or useful facilities and equipment with respect to such lines for transmitting electric energy, including cross-arms, wires, cables, guys, anchors, grounding system and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in, on, along, over, through and across the following described lands (hereinafter called "Premises") situated in the County of Elkhart, and State of Indiana, to-wit:

A strip of land one hundred fifty (150) feet in width lying seventy-five (75) feet wide on both sides of a center line, which center line shall be established by connecting the center points of the poles, towers, and/or supporting structures as constructed on the Premises and/or adjoining lands; and which center line is more particularly described as follows:

Beginning at a point on the south line of the land of Grantors and runs in a north-easterly direction for a distance of approximately two thousand seven hundred nine (2709) feet to an angle point; thence by deflecting an angle of 36° 20' to the right said easement continues in an easterly direction for a distance of approximately four hundred forty-eight (448) feet to a point on the east line of the land of Grantors and is located in that part of the land of Grantors which is located in the Northwest Quarter (1/4) of Section 11, Township 1 North, Range 12 West.

LP 53-111 R 3/72

TOGETHER with the right to the Grantee: to cut, to control or eliminate by chemical means, any trees, overhanging branches and vegetation, and at its option to remove from the Premises or the lands of the Grantor adjoining the same on either side, obstacles or obstructions which may endanger the safety or interfere with the installation, use, or enjoyment of all or any of Grantee's Facilities; to add to the number of and relocate at any time or times all of Grantee's Facilities; and of ingress and egress to, over and from any necessary portion of Grantor's real estate to the Premises by way of established roads or lanes at any and all times for the purposes of exercising and enjoying any and all the rights hereby vested in Grantee, exclusive of any emergency situations that might arise.

Grantor warrants that ~~she/he/it~~(they) ~~is/are~~ the owner(s) in fee simple of the Premises across which the aforementioned right-of-way is granted and ~~she/he/it~~(have) full, free and unencumbered right to make such grant.

It is understood and agreed:

1. Grantee shall promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on the Premises and shall pay Grantor all damages done to crops and live-stock on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities, provided claims for such damages, if any, are filed with the Grantee at its Plainfield office within thirty (30) days after such damages occur, provided that if such damages are not reasonably foreseen by the Grantor, such time limitations shall commence only after the Grantor has reasonable notice and/or awareness of any damage.
2. Grantor shall have the right to cultivate or otherwise use the easement strip in any way not inconsistent with the easement hereby granted; provided, the Grantor, including successors and assigns, shall not cause any building, structure or other obstruction to be constructed and placed upon any portion of the easement strip.
3. Grantors hereby consent and agree that this Right-of-Way Easement, and all rights conveyed to Grantee hereunder, may be assigned or transferred by Grantee at any time without further consent on the part of Grantors, but Grantee shall thereafter notify Grantors of the name of the party to whom any such assignment or transfer has been made.
4. This indenture contains all the terms and conditions of this easement, express or implied, between the parties hereto and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective representatives, heirs, successors, assigns, lessees, and licensees.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hands and seals the day and year first above written.

Mary Esther Joyce (SEAL) Georgia Lee Sawyer (SEAL)
Mary Esther Joyce Georgia Lee Sawyer

STATE OF INDIANA
COUNTY OF [unclear]

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Personally appeared before me, the undersigned, a Notary Public in and for the said
County and State, Mary Esther Joyce, a married adult
and acknowledged the execution of the foregoing instrument to be her voluntary act
and she acknowledged the execution of the foregoing instrument to be her voluntary act and

in presence of one witness of sound and notarial seal, this 16th day of May, 1972

My Commission Expires: Dec 30, 1975

B. Hugh Bryant
Notary Public

Approved as to Form-Execution-Recording Frank T. Lewis, Attorney-at-Law
1000 E. Main Street
Plainfield, IN 46168

Personally appeared before me, the undersigned, a Notary Public in and for the said
County and State, Georgia Lee Bryson, a married adult
and acknowledged the execution of the foregoing instrument to be her voluntary act and

in presence of one witness of sound and notarial seal, this 14th day of May, 1972

My Commission Expires: Dec 30, 1975

B. Hugh Bryant
Notary Public

RECORDED THE 31 DAY OF May 1972 AT 3:30 O'CLOCK A.M. Raymond E. Eaton R.E.C.

2080

KNOX COUNTY ABSTRACT CO., INC. Form WD
Recorded this 31 day of May A.D. 1972 at 9:45 O'clock A.M.
Reception No. RAYMOND EATON, Recorder Knox County

WARRANTY DEED

This Indenture Witnesseth
That MAR HEDRICK, an unmarried widow

of Knox County, and State of Indiana, CONVEY AND WARRANT to
LARRY C. BLAIR AND DIANE G. BLAIR, HUSBAND AND WIFE

of Knox County, in the State of Indiana for the sum of \$1.00 and other valuable considerations

the receipt of which is hereby acknowledged, the following described REAL ESTATE in Knox County, in the
State of Indiana, to-wit:

Lots Numbered Two Hundred twenty-five (225) and Two Hundred
twenty-six (226) in Eberwine Subdivision in the City of
Vincennes, Knox County, Indiana.

Situated in the City of Vincennes, Knox County, Indiana.

Subject to real estate taxes for the year 1972 due and payable
in the year 1973 and all subsequent taxes and assessments.

Grantor reserves unto herself an estate for and during her
natural life.

IN WITNESS WHEREOF, On said 17th day of May, 1972
at Vincennes, Indiana, I, the undersigned, Notary Public in and for the said
County and State, have hereunto set my hand and seal, and the seal of the said County and State, this 17th day of May, 1972.

MAR HEDRICK
MAR HEDRICK
MAR HEDRICK
MAR HEDRICK

Parcel No. 15

ORIGINAL

Knox County

#999 Gibson-Cayuga Line
(Gibson-Brasser Section)

Decker Township

195
299

RIGHT OF WAY EASEMENT

THIS INDENTURE, made this 20 day of January, 1975, by and between Mary Esther Joice, a married adult; Georgia Lee Swayze, a married adult; whose address is 3 Circle Drive, Vincennes, Indiana 47591

of the County of Knox, State of Indiana (hereinafter called the "Grantor", whether one or more) and PUBLIC SERVICE COMPANY OF INDIANA, INC., an Indiana corporation, and its successors and assigns, (hereinafter called the "Grantee").

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WITNESSETH: That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which Grantor hereby acknowledges, Grantor hereby conveys and warrants to Grantee a permanent and perpetual right-of-way and easement for electrical transmission power lines with the right to the Grantee to locate, construct, reconstruct, erect, operate, use, repair, maintain, renew, remove, inspect, patrol, at any and all times, poles, towers, and/or supporting structures, conductors and all necessary or useful facilities and equipment with respect to such lines for transmitting electric energy, including crossarms, wires, cables, guys, anchors, grounding system and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in, on, along, over, through and across the following described lands (hereinafter called "Premises") situated in the County of Knox, and State of Indiana, to-wit:

A strip of land one hundred fifty (150) feet in width lying seventy-five (75) feet wide on both sides of a center line, which center line is more particularly described as follows:

Beginning at a point on the south property line of the land of Grantor, said point being one thousand two hundred fifty-five and three tenths (1255.3) feet east of the southwest property corner of the land of Grantor and runs on a bearing of North 19° 46' East for a distance of two thousand seven hundred eighty-one and five tenths (2781.5) feet to an angle point, thence by deflecting an angle of 56° 19' to the right, said center line continues on a bearing of North 76° 05' East for a distance of two hundred ninety-one and five tenths (291.5) feet to a point on the north property line of the land of Grantor, said point being two thousand four hundred forty-one and four tenths (2441.4) feet east of the northwest property corner of the land of Grantor.

Which strip of land is located in that part of the land of Grantor which lies in the Northwest Quarter (NW 1/4) of Section 11, Township 1 South, Range 12 West, containing in the above described easement strip 10.58 acres, more or less.

Handwritten initials

LF 53-113 3/72

FURTHER with the right to the Grantee: To cut, to control or eliminate by chemical means, any trees, overhanging branches and vegetation, and at its option to remove from the Premises or the lands of the Grantor adjoining the same on either side, obstacles or obstructions which may endanger the safety or interfere with the installation, use, or enjoyment of all or any of Grantee's facilities; to add to the number of and relocate at any time or times all of Grantee's facilities; and of ingress and egress to, over and from any necessary portion of Grantor's real estate to the Premises by way of established roads or lanes at any and all times for the purposes of exercising and enjoying any and all the rights hereby vested in Grantee, exclusive of any emergency situations that might arise.

Grantor warrants that (he)(she)(it)(they) (is)(are) the owner(s) in fee simple of the Premises across which the aforementioned right-of-way is granted and (has)(have) full, free and unencumbered right to make such grant.

It is understood and agreed:

1. Grantee shall promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on the Premises and shall pay Grantor all damages done to crops and livestock on the Premises proximately caused by the construction, operation and maintenance of Grantee's facilities, provided claims for such damages, if any, are filed with the Grantee with its Field Office within thirty (30) days after such damages occur, provided that if such damages are not reasonably foreseen by the Grantor, such time limitations shall commence only after the Grantor has reasonable notice and/or awareness of any damage.
2. Grantor shall have the right to cultivate or otherwise use the easement strip in any way not inconsistent with the easement hereby granted, provided, the Grantor, including successors and assigns, shall not cause any building, structure or other obstruction to be constructed and placed upon any portion of the easement strip.
3. Grantee hereby consent and agree that this Right-of-Way Easement, and all rights conveyed to Grantee hereunder, may be assigned or transferred by Grantee at any time without further consent on the part of Grantor, but Grantor shall, however, be notified by Grantee in the case of the party to whom any such assignment or transfer has been made.

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This instrument contains all the terms and conditions of this agreement, express or implied, between the parties herein and shall be binding upon and issue to the benefit of Grantor and grantees and their respective representatives, heirs, successors, assigns, executors and administrators.

IN WITNESS WHEREOF, the said Grantor has hereunto set Hand seal and seal of the day and year first above written.

Mary Esther Joice (SEAL) Georgia Lee Sawyer (SEAL)

Personally appeared before us, the undersigned, a Notary Public in and for the said State of Indiana, Mary Esther Joice, a married adult; and acknowledged the execution of the foregoing instrument to be her voluntary act and deed, and attested and notarial seal, this 20 day of January, 1975.

My Commission Expires: June 28, 1976. Notary Public, R. G. Staddy

Approved as to Execution Recording 1-22-75. This instrument was prepared by: Frank J. Lewis, Attorney-at-Law, 1000 E. Main Street, Plainfield, Indiana 46168.

RECORDED THE 24 DAY OF Jan 1975 AT 10:15 O'CLOCK P.M. Raymond R. R.C. W

Parcel No. 10 ORIGINAL Knox County, Indiana Backer Township

RIGHT OF WAY EASEMENT THIS INSTRUMENT, made this 20 day of January, 1975, by and between Mary Esther Stochler, a widow; Georgia L. Sawyer, a married adult; Mary Esther Joice, a married adult; whose address is 2811 South 41, Vincennes, Indiana 47591.

of the County of Knox, State of Indiana. (hereinafter called the "Grantor", whether one or more) and PUBLIC SERVICE COMPANY OF INDIANA, INC., an Indiana corporation, and its successors and assigns, (hereinafter called the "Grantee").

WITNESSETH: That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which Grantor hereby acknowledges, Grantor hereby conveys and warrants to Grantee a permanent and perpetual right-of-way and easement for electrical transmission power lines with the right to the Grantee to locate, construct, reconstruct, erect, operate, use, repair, maintain, renew, remove, inspect, patrol, at any and all times, poles, towers, and/or supporting structures, conductors and all necessary or useful facilities and equipment with respect to such lines for transmitting electric energy, including crossarms, wires, cables, guys, anchors, grounding system and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in, on, along, over, through and across the following described lands (hereinafter called "Premises") situated in the County of Knox, and State of Indiana, to-wit:

A strip of land one hundred fifty (150) feet in width lying seventy-five (75) feet wide on both sides of a center line, which center line is more particularly described as follows:

Beginning at a point on the north property line of the land of Grantor, said point being east seven hundred fifty-nine and five tenths (759.5) feet from the northeast corner of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 15, Township 1 South, Range 12 West, and runs on a bearing of South 15° 39' West for a distance of two thousand six hundred eighty-nine and eight tenths (2689.8) feet to an angle point, thence by deflecting an angle of 11° 04' to the right, said center line continues on a bearing of South 30° 43' West for a distance of one thousand eight hundred twenty-six and two tenths (1826.2) feet to a point on the south property line of the land of Grantor.

167-
162

853
WARRANTY DEED

The GRANTORS, Kathrina Parkinson, widow of Francis E. Parkinson, deceased; Josephine Parkinson, widow of Edward R. Parkinson, deceased; Christine Louise Parkinson, single, and Barbara Jo Klasson, joined by her husband, David Klasson, the only children of Edward R. Parkinson, deceased; Adah Parkinson Waterbury and H. Paul Waterbury, her husband; Frances Parkinson Demas, a widow; Laurabeall Tombaugh and Sheldon Tombaugh, her husband, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, in hand paid, CONVEY and WARRANT to MARY ESTHER JOICE and GEORGIA LEE SWAYZE, the following described Real Estate, situated in the County of Knox, in the State of Indiana, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of this State:

The Northwest Quarter (NW 1/4) of Section Eleven (11), Township One (1) South; Range Twelve (12) West.

The Grantors, Kathrina Parkinson, Adah Parkinson Waterbury, Frances Parkinson Demas and Laurabeall Tombaugh, together with Edward R. Parkinson, now deceased, were all the heirs at law of Francis E. Parkinson at the time of his death, and the Grantor, Josephine Parkinson, is the widow and sole devisee of the said Edward R. Parkinson, who is now deceased.

There is reserved to the Grantors herein forever, one-half (1/2) of the oil and gas and other minerals underlying said premises, according to their proportionate interest therein.

The Grantees, their heirs and successors are given the specific power of attorney to make, execute and deliver on behalf of the Grantors, their heirs, successors and assigns, oil and gas leases from time to time, covering all or part of the above-described premises, providing such leases reserve a minimum of one-eighth (1/8) royalty for oil and gas to be distributed or apportioned among the Grantors and the Grantees, their heirs, successors and assigns, in accordance with their respective interests in the oil and gas underlying said premises, in accordance with this deed. The primary

- 1 -
term of any lease shall not exceed five (5) years. Any moneys for damages to the land or crops will belong to the Grantees. The Grantors agree to execute and deliver such instruments by way of ratification of said leases in the event the same are required.

The Grantees assume and agree to pay the taxes for the year 1965, due and payable in 1966.

The Grantees also assume and agree to pay the unpaid balance on the Hiram Brown Ditch Bonds assessed against said premises as the same may become due.

Tract #13

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Grantees reserved 1/2 all minerals

Dated this 5th day of February, 1966.

Kathrina Parkinson (SEAL)
Kathrina Parkinson
Josephine Parkinson (SEAL)
Josephine Parkinson
Christine Louise Parkinson (SEAL)
Christine Louise Parkinson
Frances Parkinson Demas (SEAL)
Frances Parkinson Demas
Laurabeall Tombaugh (SEAL)
Laurabeall Tombaugh

Sheldon Tombaugh (SEAL)
Sheldon Tombaugh
Adah Parkinson Waterbury (SEAL)
Adah Parkinson Waterbury
H. Paul Waterbury (SEAL)
H. Paul Waterbury
Barbara Jo Klasson (SEAL)
Barbara Jo Klasson
David Klasson (SEAL)
David Klasson



STATE OF ILLINOIS)
COUNTY OF WABASH) SS.



I, the undersigned, a Notary Public, in and for the said County, in the State aforesaid, do hereby certify that Kathrina Parkinson, Adah Parkinson Waterbury and H. Paul Waterbury, her husband, and Laurabeall Tombaugh and Sheldon Tombaugh, her husband, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of February, 1966.

My Commission Expires: _____
Notary Public

STATE OF Florida
COUNTY OF Folk

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

_____ to me known to be the person _____ described in and who executed the foregoing instrument and _____ acknowledged before me that _____ executed the same.

WITNESS my hand and official seal in the County and state last aforesaid this _____ day of _____, A.D. 19____.

persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this) _____ day of February, 1966.

My Commission Expires: _____
Notary Public, State of Florida at Large
My Commission expires Aug. 19, 1967
Notary Public

STATE OF ILLINOIS)
COUNTY OF WABASH) SS.

I, the undersigned, a Notary Public, in and for the said County, in the State aforesaid, do hereby certify that Frances Parkinson Demas, a widow, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of February, 1966.

My Commission Expires: 2/25/66
Notary Public

This instrument prepared by Joel W. Townsend, 526 Market Street, Mt. Carmel, Illinois, Attorney at Law.

STATE OF CALIFORNIA)
COUNTY OF Trinity) SS.

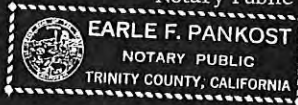
I, the undersigned, a Notary Public, in and for the said County, in the State aforesaid, do hereby certify that Barbara Jo Klasson and David Klasson, her husband, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19 day of February, 1966.

My Commission Expires February 22, 1966

My Commission Expires February 22, 1966

Earle F. Pankost
Notary Public



RECORDED THE 7 DAY OF Mar 1966 AT 9:20 O'CLOCK AM. *April J. Bultman* R.K.C.

854
WARRANTY DEED

This Indenture Witnesseth, That WILLIAM D. RUBLE and EDITH E. RUBLE,
husband and wife
of KNOX County, in the State of Indiana, CONVEY and WARRANT to

VERNON McBRIDE and LENNA McBRIDE, husband and wife,

of Knox County, in the State of Indiana, for the sum of Three Hundred Fifty DOLLARS (\$350.00)
and other valuable consideration, the receipt whereof is hereby acknowledged, the following described REAL ESTATE in Knox County, in the State of Indiana, to-wit:—

Lots numbered 21, 22, 23, 24, 33 and 34 in Riley H. Pickel's Addition to West Bicknell, Knox County, Indiana. Situated in Washington Township, Knox County, Indiana. All coal and other mineral rights excepted.

The grantees assume the taxes due and payable in 1967 and thereafter.



IN WITNESS WHEREOF, The said William D. Ruble and Edith E. Ruble,
husband and wife

ha vehereunto set their hands and seals, this 5 day of March, A. D., 19 66

(Seal) *William D. Ruble* (Seal)

Above Name Typewritten or Printed William D. Ruble

(Seal) *Edith E. Ruble* (Seal)

Above Name Typewritten or Printed Edith E. Ruble

STATE OF INDIANA COUNTY, ss: KNOX
Before me, the undersigned, a Notary Public in and for said County and State, this 5 day of March, 19 66, personally appeared William D. Ruble and Edith E. Ruble

and acknowledged this conveyance to be their voluntary act and deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

Marcella L. Morrison
Notary Public

My commission expires February 16, 1968
Above Name Typewritten or Printed Marcella L. Morrison

This instrument prepared by Joseph W. Kimmell

RECORDED THE 8 DAY OF Mar 1966 AT 9:40 O'CLOCK AM. *April J. Bultman* R.K.C.

AGREEMENT TO LEASE GROUND FOR PRODUCTION OF OIL AND GAS

THIS AGREEMENT is made and entered into this 23 day of September, 1981, by and between GEORGIA LEE SWAYZE, MARY ESTHER JOICE, AND THE ESTATE OF MARY HAZEL STECKLER, DECEASED, all of Knox County, Indiana (hereinafter called "First Party") and GEORGE A. STECKLER AND LORENE STECKLER, HUSBAND AND WIFE, of Knox County, Indiana (hereinafter called "Second Party"). WITNESSETH THAT:

WHEREAS, Georgia Lee Swayze, Mary Esther Joice, and the estate of Mary Hazel Steckler, deceased, each own an undivided one-third (1/3) interest in the following described real estate except for all of the oil and gas located on or under the following described real estate, which said oil and gas interest is owned as follows: Georgia Lee Swayze - an undivided one-sixth (1/6) interest; Mary Esther Joice - an undivided one-sixth (1/6) interest; the estate of Mary Hazel Steckler, deceased - undivided one-sixth (1/6) interest; George A. Steckler - an undivided one-half (1/2) interest, and which said real estate is described as follows, to wit:

The South half (S 1/2) of the Southwest quarter (SW 1/4) of Section Twelve (12), Township One (1) South, Range Twelve (12) West, containing Ninety-one and Ninety Hundredths (91.90) acres, more or less.

The North half (N 1/2) of the Northwest quarter (NW 1/4) of Section Thirteen (13), Township One (1) South, Range Twelve (12) West, containing Ninety-one and Ninety Hundredths (91.90) acres, more or less.

The Southwest quarter (SW 1/4) of fractional Section Thirteen (13), Township one (1) South, Range Twelve (12) West, containing One Hundred Eight and One Hundredth (108.01) acres, more or less.

The South half (S 1/2) Section Fourteen (14), Township One (1) South, Range Twelve (12) West, containing Three Hundred Twenty-six and Fifty Hundredths (326.50) acres, more or less.

The Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) of Section Fifteen (15), Township One (1) South, Range Twelve (12) West, containing Forty-three (43) acres, more or less.

The South half (S 1/2) of the Southeast quarter (SE 1/4) of Section Fifteen (15), Township One (1) South, Range Twelve (12) West, containing Eighty-three and Seventy Hundredths (83.70) acres, more or less.

The Northeast quarter (NE 1/4) of fractional Section Twenty-two (22), Township One (1) South, Range Twelve (12) West, containing Ninety and Twenty Hundredths (90.20) acres, more or less.

The North half (N 1/2) fractional Section Twenty-three (23), Township One (1) South, Range Twelve (12) West, containing One Hundred Forty-eight and Twenty-five Hundredths (148.25) acres, more or less.

The Northwest fractional quarter of fractional Section Twenty-four (24), Township One (1) South, Range Twelve (12) West, containing Four and Forty Hundredths (4.40) acres, more or less. All of which is more particularly described in Certificate of Survey dated April 3rd, 1937, by Robert W. Lind, Surveyor of Knox County and which Certificate is recorded in Book 4, on page 554 in Surveyors Records of Knox County, being a total of Nine Hundred Eighty-seven and Eighty-six Hundredths (987.86) acres, more or less, subject to all legal highways.

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The above described real estate being the same real estate deeded by the Aetna Life Insurance Company to Edward C. Steckler and George A. Steckler on July 29, 1941, and recorded in the Office of the Knox County Recorder in Deed Record 100, pages 462 and 463. The Southeast Fractional quarter of Section One (1), Township One (1) South, Range Twelve (12) West of the Second Principal Meridian, containing 87.44 acres, more or less.

Note: 5.90 acres of above 87.44, sold to C. E. & Helen Parker, Deed Record 156, page 515, copy attached to copy of Deed.

Also all of Location One Forty-eight (148), Township One (1) South, Range Twelve (12) West, excepting therefrom Eighty (80) acres of even width off of the entire West end thereof, leaving in said tract, exclusive of said exception, One Hundred and Ninety-two (192) acres.

Also, all of Location Eighty-three (83), Town One (1) South, Range Twelve (12) West, containing Two Hundred and Sixty (260) acres, more or less.

Containing in all, 539.44 acres, more or less.

The above described real estate being the same real estate deeded by William Steckler, Jr., single, to George Steckler and Edward Steckler on February 1, 1946, and recorded in the office of the Knox County Recorder in Deed Record 112, page 1; and



WHEREAS, George A. Steckler is the owner of the following described real estate, situated in Knox County, Indiana, except for all of the oil and gas located on or under the following described real estate, which said oil and gas interest in said real estate is owned as follows: Georgia Lee Swayze - an undivided one-sixth (1/6) interest; Mary Esther Joice - an undivided one-sixth (1/6) interest; the estate of Mary Hazel Steckler, deceased - an undivided one-sixth (1/6) interest; George A. Steckler - an undivided one-half (1/2) interest, and which said real estate is described as follows, to-wit:

Part of Location 113, Township 1 North, and Township 1 South, Range 12 West, bounded and described as follows: Beginning at a point 48.55 chains South 76 1/2 degrees West of the extreme East corner of said Location 113; thence South 76 1/2 degrees West along the line of Location No. 113, 13.65 chains to the line of Lillie Pearl Gilmore's land; thence North 14.51 chains; thence North 89 degrees East 13.26 chains; thence South 11.75 chains to the place of beginning, containing 17.50 acres. ALSO, 9 acres off the West end of the following described 28 acres of real estate heretofore set off to Jennie Cunningham by Commissioners in the Knox Circuit Court in Cause of Jennie Cunningham and others ex parte partition under date of November 28, 1905, and recorded in Deed Record 38, page 92, in the Recorder's Office of Knox County, Indiana, said 28 acres so set off being bounded and described as follows: Part of Location No. 113, Township No. 1 North, Range No. 12 West, described and bounded as follows, to-wit: Beginning at a stake the extreme East corner of said Location Line 48.55 chains to a stake; thence North 11.75 chains to a stake; thence North 89 degrees East 19.50 chains to a stake on the West line of Survey No. 2; thence South 1 degree East 1.80 chains to a stake the Southwest corner of said Survey No. 2; thence North 89 degrees East along the line of said Survey No. 2, 28 chains to the place of beginning, containing 28 acres.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Clarence F. Kroeger, unmarried, to Edward C. Steckler and George A. Steckler on December 9, 1936, and recorded in the Office of the Knox County Recorder in Deed Record 92, page 132.

East 1/2 of that parcel of land lying in Location 113 and Section 35, Township 1 North, Range 12 West, and Section 2, Township 1 South, Range 12 West, lying West of the Public highway, being part of the land heretofore deeded to John Carnahan, containing 9 acres, more or less.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Myrtle Baker and August Baker, husband and wife, to Ed.C. Steckler and G. A. Steckler on April 19, 1930, and recorded in the office of the Knox County Recorder in Deed Record 83, page 548.

Part of the Northwest quarter of the Southwest quarter of Section 36, Township 1 North, Range 12 West, bounded and described as follows, to-wit: Beginning at a point, the same being the Southwest corner of the Northwest quarter of the Southwest quarter of Section 36, Township 1 North, Range 12 West; thence East 20 chains; thence North 6.76 chains; thence West 20 chains to the center line of the road; thence South 6.76 chains to the place of beginning, containing 13.52 acres, more or less.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Eva Beard Miles and Ira Miles, her husband, to Edward C. Steckler and George A. Steckler on August 10, 1940, and recorded in the office of the Knox County Recorder in Deed Record 98, page 402.

Lots 2 and 3 of the Southeast Fractional Quarter of Section 35; ALSO, Locations Number 59 and 60; ALSO, the North half of Survey Number 2; ALSO, that Part of the Southeast Quarter of Section 26 lying South and East of the Wabash River; all in Town 1 North, Range 12 West, and containing in all 288.77 acres, more or less. ALSO, Lot No. 1 of Fractional Section 35 in Township 1 North, Range No. 12 West, containing 45.60 acres, more or less, in Decker Township. All situated in Knox County, Indiana. Grantor hereby reserves one-half of all the oil and gas or other minerals that may be produced under the above described land for a period of 5 years.

The above described real estate being the same real estate deeded by William P. Steckler, unmarried and of legal age, to Edward C. Steckler and George A. Steckler, on February 14, 1942, and recorded in the office of the Knox County Recorder in Deed Record 101, page 553 and 554.

The West half of Fractional Section 25, containing 86.20 acres, more or less.
The North half of the Northwest quarter of Section 36, containing 80 acres, more or less.
Forty acres off of the West side of the Northeast quarter of Section 36.
The South half of the Northwest quarter of Section 36, containing 88 acres, more or less.
All being situated in Township 1 North, Range 12 West.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Mary Esther Joice and Robert L. Joice to Edward C. Steckler and George A. Steckler, on April 11, 1949, and recorded in the office of the Knox County Recorder in Deed Record 121, page 466.

Part of the Northwest quarter of the Southwest quarter, Section 36, Township 1 North, Range 12 West, beginning at a point the same being North 6.76 chains from the Southwest corner of the Northwest Quarter of Southwest quarter of Section 36, Township 1 North, Range 12 West;

thence East 20 chains; thence North 3.24 chains; thence West 20 chains to the center of road; thence South 3.24 chains to the place of beginning, containing 6.47 acres, more or less, in Decker Township, Knox County, Indiana.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Bessie Beard Whiting and Grover Whiting, her husband, to Edward C. Steckler and George A. Steckler, on March 1, 1944, and recorded in the office of the Knox County Recorder in Deed Record 106, page 175.

The Northeast quarter of Section 1, Township 1 South, Range 12 West, excepting therefrom the School House Site, containing 160 acres, more or less;
ALSO, the Northwest quarter of Section 1, Township 1 South, Range 12 West, containing 160 acres;
ALSO, the Northeast fractional quarter of Section 2, Township 1 South, Range 12 West, containing 67 acres;
ALSO, the South half of the Southwest quarter of Section 36, Township 1 North, Range 12 West, containing 80 acres;
ALSO, the Southwest quarter of the Southeast quarter of Section 36, Township 1 North, Range 12 West, containing 40 acres.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by C.B. Townsend and Lula M. Townsend, his wife, to C. C. Smallwood and Mary E. Smallwood, his wife, to Edward C. Steckler and George A. Steckler, on December 12, 1932, and recorded in the office of the Knox County Recorder in Deed Record 87, page 151.

All of Location Number 140, Township 1 South, Range 11 West, containing 230 acres; also the East half of the Southeast quarter of fractional Section 6, Township 1 South, Range 11 West, containing 51.40 acres; also Lot Number 3 of Section 6, Township 1 South, Range 11 West, containing 48.44 acres; also Lot Number 4 of Section 6, Township 1 South, Range 11 West, containing 40 acres; also Lot Numbered 5 of Section 6, Township 1 South, Range 11 West, containing 48.44 acres; also Lot Numbered 6 of Section 6, Township 1 South, Range 11 West, containing 52.48 acres; containing in all 470.76 acres.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Ira D. Schaffer, Receiver of Knox-Harrison Bank and Trust Company to Edward C. Steckler and George A. Steckler, on October 26, 1934, and recorded in the office of the Knox County Recorder in Deed Record 89, page 188.

The West fractional half of the Southeast fractional quarter of Section 5, Township 1 South, Range 11 West, containing 19 acres, and the East fractional half of the Southwest fractional quarter of said Section 5, Township 1 South, Range 11 West, containing 56.50 acres, containing in all 75.50 acres.

By reason of erosion of White River, this tract has been reduced to about 10 acres.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by George W. Smith, Administrator of Estate of Ida J. Anthis, to Edward C. Steckler and George A. Steckler, on October 5, 1936, and recorded in the office of the Knox County Recorder in Deed Record 92, page 121; and

WHEREAS, it is the intent and desire of the parties hereto to grant to First Party the sole right to lease for the production of oil and gas the above described real estate in which First Party is the sole owner of said real estate and the surface rights except for the oil and gas; and

WHEREAS, it is the intent and desire of the parties to grant to Second Party the sole right to lease for the production of oil and gas the above described real estate in which Second Party is the sole owner of said real estate and the surface rights therein except for the oil and gas; and

WHEREAS, it is the intent of First Party and Second Party that the ownership of the oil and gas interests in the above described tracts of real estate shall remain the same as set out above and this agreement is solely for the purpose of allowing the surface owners of said above described real estate to make the sole determinations as to when to lease for the production of oil and gas that land in which they are the sole surface owners.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and in consideration of other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Second Party hereby grants to First Party the exclusive right to lease for the production of oil and gas the following described real estate, situated in Knox County, Indiana, in which First Party are the sole surface owners of said real estate, to wit:

The South half (S 1/2) of the Southwest quarter (SW 1/4) of Section Twelve (12), Township One (1) South, Range Twelve (12) West, containing Ninety-one and Ninety Hundredths (91.90) acres, more or less.

The North half (N 1/2) of the Northwest quarter (NW 1/4) of Section Thirteen (13), Township One (1) South, Range Twelve (12) West, containing Ninety-one and Ninety Hundredths (91.90) acres, more or less.

The Southwest quarter (SW 1/4) of fractional Section Thirteen (13), Township one (1) South, Range Twelve (12) West, containing One Hundred Eight and One Hundredth (108.01) acres, more or less.

The South half (S 1/2) Section Fourteen (14), Township One (1) South, Range Twelve (12) West, containing Three Hundred Twenty-six and Fifty Hundredths (326.50) acres, more or less.

The Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) of Section Fifteen (15), Township One (1) South, Range Twelve (12) West, containing Forty-three (43) acres, more or less.

The South half (S 1/2) of the Southeast quarter (SE 1/4) of Section Fifteen (15), Township One (1) South, Range Twelve (12) West, containing Eighty-three and Seventy Hundredths (83.70) acres, more or less.

The Northeast quarter (NE 1/4) of fractional Section Twenty-two (22), Township One (1) South, Range Twelve (12) West, containing Ninety and Twenty Hundredths (90.20) acres, more or less.

The North half (i. 1/2) fractional Section Twenty-three (23), Township One (1) South, Range Twelve (12) West, containing One Hundred Forty-eight and Twenty-five Hundredths (148.25) acres, more or less.

The Northwest fractional quarter of fractional Section Twenty-four (24), Township One (1) South, Range Twelve (12) West, containing Four and Forty Hundredths (4.40) acres, more or less. All of which is more particularly described in Certificate of Survey dated April 3rd, 1937, by Robert W. Lind, Surveyor of Knox County and which Certificate is recorded in Book 4, on page 554 in Surveyors Records of Knox County, being a total of Nine Hundred Eighty-seven and Eighty-six Hundredths (987.86) acres, more or less, subject to all legal highways.



The above described real estate being the same real estate deeded by the Aetna Life Insurance Company to Edward C. Steckler and George A. Steckler on July 29, 1941, and recorded in the Office of the Knox County Recorder in Deed Record 100, pages 462 and 463.

The Southeast Fractional quarter of Section One (1), Township One (1) South, Range Twelve (12) West of the Second Principal Meridian, containing 87.44 acres, more or less.

Note: 5.90 acres of above 87.44, sold to C. E. & Helen Parker, Deed Record 156, page 515, copy attached to copy of Deed.

Also all of Location One Forty-eight (148), Township One (1) South, Range Twelve (12) West, excepting therefrom Eighty (80) acres of even width off of the entire West end thereof, leaving in said tract, exclusive of said exception, One Hundred and Ninety-two (192) acres.



Also, all of Location Eighty-three (83), Town One (1) South, Range Twelve (12) West, containing Two Hundred and Sixty (260) acres, more or less.

Containing in all, 539.44 acres, more or less.

The above described real estate being the same real estate deeded by William Steckler, Jr., single, to George Steckler and Edward Steckler on February 1, 1946, and recorded in the office of the Knox County Recorder in Deed Record 112, page 1.

2. First Party hereby grants to Second Party the exclusive right to lease for the production of oil and gas the following described real estate in Knox County, Indiana, in which Second Party is the sole surface owner of said real estate, to-wit:

Part of Location 113, Township 1 North, and Township 1 South, Range 12 West, bounded and described as follows: Beginning at a point 48.55 chains South 76 1/2 degrees West of the extreme East corner of said Location 113; thence South 76 1/2 degrees West along the line of Location No. 113, 13.65 chains to the line of Lillie Pearl Gilmore's land; thence North 14.51 chains; thence North 89 degrees East 13.26 chains; thence South 11.75 chains to the place of beginning, containing 17.50 acres.

ALSO, 9 acres off the West end of the following described 28 acres of real estate heretofore set off to Jennie Cunningham by Commissioners in the Knox Circuit Court in Cause of Jennie Cunningham and others ex parte partition under date of November 28, 1905, and recorded in Deed Record 38, page 92, in the Recorder's Office of Knox County, Indiana, said 28 acres so set off being bounded and described as follows: Part of Location No. 113, Township No. 1 North, Range No. 12 West, described and bounded as follows, to-wit: Beginning at a stake the extreme East corner of said Location Line 48.55 chains to a stake; thence North 11.75 chains to a stake; thence North 89 degrees East 19.50 chains to a stake on the West line of Survey No. 2; thence South 1 degree East 1.80 chains to a stake the Southwest corner of said Survey No. 2; thence North 89 degrees East along the line of said Survey No. 2, 28 chains to the place of beginning, containing 28 acres.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Clarence F. Kroeger, unmarried, to Edward C. Steckler and George A. Steckler on December 9, 1936, and recorded in the Office of the Knox County Recorder in Deed Record 92, page 132.

East 1/2 of that parcel of land lying in Location 113 and Section 35, Township 1 North, Range 12 West, and Section 2, Township 1 South, Range 12 West, lying West of the Public highway, being part of the land heretofore deeded to John Carnahan, containing 9 acres, more or less.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Myrtle Baker and August Baker, husband and wife, to Ed C. Steckler and G. A. Steckler on April 19, 1930, and recorded in the office of the Knox County Recorder in Deed Record 83, page 548.

Part of the Northwest quarter of the Southwest quarter of Section 36, Township 1 North, Range 12 West, bounded and described as follows, to-wit: Beginning at a point, the same being the Southwest corner of the Northwest quarter of the Southwest quarter of Section 36, Township 1 North, Range 12 West; thence East 20 chains; thence North 6.76 chains; thence West 20 chains to the center line of the road; thence South 6.76 chains to the place of beginning, containing 13.52 acres, more or less.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Eva Beard Miles and Ira Miles, her husband, to Edward C. Steckler and George A. Steckler on August 10, 1940, and recorded in the office of the Knox County Recorder in Deed Record 98, page 402.

Lots 2 and 3 of the Southeast Fractional Quarter of Section 35; ALSO, Locations Number 59 and 60; ALSO, the North half of Survey Number 2; ALSO, that Part of the Southeast Quarter of Section 26 lying South and East of the Wabash River; all in Town 1 North, Range 12 West, and containing in all 288.77 acres, more or less. ALSO, Lot No. 1 of Fractional Section 35 in Township 1 North, Range No. 12 West, containing 45.60 acres, more or less, in Decker Township. All situated in Knox County, Indiana. Grantor hereby reserves one-half of all the oil and gas or other minerals that may be produced under the above described land for a period of 5 years.

The above described real estate being the same real estate deeded by William P. Steckler, unmarried and of legal age, to Edward C. Steckler and George A. Steckler, on February 14, 1942, and recorded in the office of the Knox County Recorder in Deed Record 101, page 553 and 554.

The West half of Fractional Section 25, containing 86.20 acres, more or less.
The North half of the Northwest quarter of Section 36, containing 80 acres, more or less.
Forty acres off of the West side of the Northeast quarter of Section 36.
The South half of the Northwest quarter of Section 36, containing 88 acres, more or less.
All being situated in Township 1 North, Range 12 West.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Mary Esther Joice and Robert L. Joice to Edward C. Steckler and George A. Steckler, on April 11, 1949, and recorded in the office of the Knox County Recorder in Deed Record 121, page 466.

Part of the Northwest quarter of the Southwest quarter, Section 36,

Township 1 North, Range 12 West, beginning at a point the same being North 6.76 chains from the Southwest corner of the Northwest Quarter of Southwest quarter of Section 36, Township 1 North, Range 12 West; thence East 20 chains; thence North 3.24 chains; thence West 20 chains to the center of road; thence South 3.24 chains to the place of beginning, containing 6.47 acres, more or less, in Decker Township, Knox County, Indiana.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Bessie Beard Whiting and Grover Whiting, her husband, to Edward C. Steckler and George A. Steckler, on March 1, 1944, and recorded in the office of the Knox County Recorder in Deed Record 106, page 175.

The Northeast quarter of Section 1, Township 1 South, Range 12 West, excepting therefrom the School House Site, containing 160 acres, more or less;
 ALSO, the Northwest quarter of Section 1, Township 1 South, Range 12 West, containing 160 acres;
 ALSO, the Northeast fractional quarter of Section 2, Township 1 South, Range 12 West, containing 67 acres;
 ALSO, the South half of the Southwest quarter of Section 36, Township 1 North, Range 12 West, containing 80 acres;
 ALSO, the Southwest quarter of the Southeast quarter of Section 36, Township 1 North, Range 12 West, containing 40 acres.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by C.B. Townsend and Lula M. Townsend, his wife, to C. C. Smallwood and Mary E. Smallwood, his wife, to Edward C. Steckler and George A. Steckler, on December 12, 1932, and recorded in the office of the Knox County Recorder in Deed Record 87, page 151.

All of Location Number 140, Township 1 South, Range 11 West, containing 230 acres; also the East half of the Southeast quarter of fractional Section 6, Township 1 South, Range 11 West, containing 51.40 acres; also Lot Number 3 of Section 6, Township 1 South, Range 11 West, containing 48.44 acres; also Lot Number 4 of Section 6, Township 1 South, Range 11 West, containing 40 acres; also Lot Numbered 5 of Section 6, Township 1 South, Range 11 West, containing 48.44 acres; also Lot Numbered 6 of Section 6, Township 1 South, Range 11 West, containing 52.48 acres; containing in all 470.76 acres.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Ira D. Schaffer, Receiver of Knox-Harrison Bank and Trust Company to Edward C. Steckler and George A. Steckler, on October 26, 1934, and recorded in the office of the Knox County Recorder in Deed Record 89, page 188.

The West fractional half of the Southeast fractional quarter of Section 5, Township 1 South, Range 11 West, containing 19 acres, and the East fractional half of the Southwest fractional quarter of said Section 5, Township 1 South, Range 11 West, containing 56.50 acres, containing in all 75.50 acres.

By reason of erosion of White River, this tract has been reduced to about 10 acres.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by George W. Smith, Administrator of Estate of Ida J. Anthis, to Edward C. Steckler and George A. Steckler, on October 5, 1936, and recorded in the office of the Knox County Recorder in Deed Record 92, page 121.

3. First Party and Second Party agree that the ownership of the oil and gas rights in and under both tracts of the above described real estate shall remain as follows: Georgia Lee Swayze - an undivided one-sixth (1/6) interest; Mary Esther Joice - an undivided one-sixth (1/6) interest; the estate of Mary Hazel Steckler, deceased - an undivided one-sixth (1/6) interest; and George A. Steckler - an undivided one-half (1/2) interest.

4. First Party and Second Party hereby agree that they will sign any and all documents necessary, including all division orders and other necessary documents, should oil and gas be discovered and produced on any of the above described tracts of real estate.

5. This agreement shall be binding upon the heirs, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, First Party and Second Party have caused this agreement to be executed this 23 day of September, 1981.

Georgia Lee Swayze
Georgia Lee Swayze

Mary Esther Joice
Mary Esther Joice

THE ESTATE OF MARY HAZEL STECKLER, DECEASED

By: Georgia Lee Swayze
Georgia Lee Swayze

Mary Esther Joice
Mary Esther Joice

CO-PERSONAL REPRESENTATIVES

"FIRST PARTY"

George A. Steckler
George A. Steckler

Lorene Steckler
Lorene Steckler

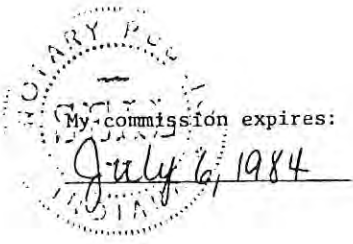
"SECOND PARTY"

STATE OF INDIANA)
) SS:
COUNTY OF KNOX)

Before me, a Notary Public, in and for said County and State, personally appeared Georgia Lee Swayze and Mary Esther Joice, both individually and as Co-Personal Representatives of the estate of Mary Hazel Steckler, deceased, who acknowledged the execution of the foregoing agreement individually and on behalf of said estate as their free and voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 23rd day of September, 1981.

Sandra S. Seivers
Notary Public, residing
in Knox County, Indiana



STATE OF INDIANA)
) SS:
COUNTY OF KNOX)

Before me, a Notary Public, in and for said County and State, personally appeared George A. Steckler and Lorene Steckler, husband and wife, who acknowledged the execution of the foregoing agreement as their free and voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 23rd day of September, 1981.

Sandra S. Seivers
Notary Public, residing
in Knox County, Indiana



My commission expires:
July 6, 1984

This instrument was prepared by Gregory W. Sturm, Attorney at Law.

RECORDED Sept 24 1981 AT 2:30 P M. George D. Johnson
Old 4th BOOK 146 PAGE 501 Fee \$17.50 R.K.C.

MEMORANDUM OF UNDERGROUND COAL LEASE

G.172-w

THIS MEMORANDUM, made and entered into this 29th day of July, 19 82, by and between ROBERT W. SWAYZE and GEORGIA LEE SWAYZE, husband and wife, 1615 Mont Clair Dr., Vincennes, IN, 47591, and ROBERT L. JOICE and MARY ESTHER JOICE, husband and wife, 6 Circle Dr., Vincennes, IN, 47591 hereinafter referred to as "LESSOR", and NEWCO-DUKE WESTERN EXTENSION Company, a general partnership under the laws of the State of Indiana, with an office at 8060 Knue Road, Suite 132, Indianapolis, Indiana 46250, hereinafter referred to as "LESSEE",

W I T N E S S E T H: That,

On the 29th day of July, 19 82, Lessor for valuable consideration, the receipt and sufficiency of which Lessor acknowledges, entered into an Underground Coal Lease wherein Lessor leased, let, demised, and granted unto Lessee the exclusive right to explore and prospect for and to mine, by any method except strip mining or any mining method that would interfere with the use of the surface of the premises for agricultural purposes, remove, take, and market all of the coal, fireclay, shale and solid minerals necessarily involved in the coal mining process underlying and within the following land, situated in Knox County, Indiana (hereinafter called the "premises"):

A total of 1147.86 acres, more particularly described on EXHIBIT "A", attached hereto and made a part hereof by reference.

for a term of twelve (12) years from said date and as long thereafter as mining operations are being conducted on the premises or within the general mining area described as follows, to-wit:

The East One-Half (E/2) of T1S R12W and Sections 6, 7, 8, 17 and 18 of T1S R11W all lying in Knox County, Indiana and the West Five-Sixths (W 5/6) of T1S R12W and the North One-Third (N 1/3) of the West Five-Sixths (W 5/6) of T2S R12W all in Gibson County, Indiana.

This Memorandum of Underground Coal Lease is subject to the terms, conditions, and restrictions contained in the above-mentioned Underground Coal Lease between Lessor and Lessee.

It is understood and agreed between the parties hereto that this indenture is a short form only of said lease executed for the purpose of causing the same to be recorded in the Office of the Recorder of Knox County, State of Indiana, as recorded notice of the existence of said lease, and this instrument shall not in any way enlarge upon, restrict or otherwise affect the terms and provisions of said lease agreement.

29

Shore

Tracts 1-9
Tract 13

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

Robert W. Swayze
ROBERT W. SWAYZE

Georgia Lee Swayze
GEORGIA LEE SWAYZE

Robert L. Joice
ROBERT L. JOICE

Mary Esther Joice
MARY ESTHER JOICE

LESSOR

NEWCO-DUKE WESTERN EXTENSION Company

BY: Oattis E. Parks
Oattis E. Parks
Managing Partner

LESSEE

STATE OF INDIANA)
COUNTY OF KNOX)

SS:

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Robert W. Swayze, Georgia Lee Swayze, Robert L. Joice, and Mary Esther Joice personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, 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 24th day of July, 1982.

Richard A. Nathan
NOTARY PUBLIC
RICHARD A. NATHAN, MARION CO.

My Comm. Expires: July 25, 1983

STATE OF INDIANA)
COUNTY OF MARION)

SS:

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24th day of July, 1982 in person appeared Oattis E. Parks, known to be the Managing Partner of the Partnership that is described and that executed the within instrument on behalf of said Partnership for the uses and purposes therein set forth.

Witness my hand and notarial seal.

Debra S. Goldsmith
NOTARY PUBLIC
DEBRA S. GOLDSMITH, MARION CO.

My Comm. Expires: May 30, 1983

This Instrument Prepared By: Philip W. Freiburger
Attorney at Law
NEWCO Engineering & Coal Development
Company, Inc.
8060 Knue Road Suite 132
Indianapolis, IN 46250

EXHIBIT "A"

The South Half (S/2) of the Southwest Quarter (SW/4) of Section Twelve (12), Township One (1) South, Range Twelve (12) West, containing Ninety-One and Ninety Hundredths (91.90) acres, more or less.

The North Half (N/2) of the Northwest Quarter (NW/4) of Section Thirteen (13), Township One (1) South, Range Twelve (12) West, containing Ninety-one and Ninety Hundredths (91.90) acres, more or less.

The Southwest Quarter (SW/4) of Fractional Section Thirteen (13), Township One (1) South, Range Twelve (12) West, containing One Hundred Eight and One Hundredth (108.01) acres, more or less.

The South Half (S/2) of Section Fourteen (14), Township One (1) South, Range Twelve (12) West, containing Three Hundred Twenty-six and Fifty Hundredths (326.50) acres, more or less.

The Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of Section Fifteen (15), Township One (1) South, Range Twelve (12) West, containing Forty-three (43) acres, more or less.

The South Half (S/2) of the Southeast Quarter (SE/4) of Section Fifteen (15), Township One (1) South, Range Twelve (12) West, containing Eighty-three and Seventy Hundredths (83.70) acres, more or less.

The Northeast Quarter (NE/4) of Fractional Section Twenty-two (22), Township One (1) South, Range Twelve (12) West, containing Ninety and Twenty Hundredths (90.20) acres, more or less.

The North Half (N/2) of Fractional Section Twenty-three (23), Township One (1) South, Range Twelve (12) West, containing One Hundred Forty-eight and Twenty-five Hundredths (148.25) acres, more or less.

The Northwest Fractional Quarter of Fractional Section Twenty-Four (24), Township One (1) South, Range Twelve (12) West, containing Four and Forty Hundredths (4.40) acres, more or less.

Also, the Northwest Quarter (NW/4) of Section Eleven (11), Township One (1) South, Range Twelve (12) West, containing 160 acres, more or less.

Containing in all a total of 1147.86 acres, more or less.

RECORDED October 13 1982 AT 4:00 P M. George D. Johnson
Mac BOOK 151 PAGE 770 Fee \$ 2.00 R.K.C.

30

OIL AND GAS LEASE

Form No. 1

Recorded, State and Federal Tax Use

1938

of or February

1937

Mary Kathar Jones and Robert L. Jones and Georgia L. Swartz and Robert W. Swartz

Mount Carmel Drilling Co. Inc.

WITNESSETH, That the parties to the foregoing instrument... party of the second part, hereinafter called the lessee...

The northwest quarter of section eleven (11), Township one (1) south, Range twelve (12) south, Containing one hundred and sixty (160) acres more or less.

It being intended hereby to include therein all lands and interests therein... It is agreed that this lease shall remain in force for a term of TEN (10) years... The lessee shall have the right to use the road that is built by lessor...

WITNESSES: Georgia L. Swartz (SEAL), Robert W. Swartz (SEAL), Mary Kathar Jones (SEAL), Robert L. Jones (SEAL)

This instrument prepared by J. O. Bowen, P.O. Box 464, Mt. Carmel, Illinois 62863

588

Oil and Gas Lease

936

DATE _____

LOC _____ Block _____ Addition _____

SECTION _____ Township _____ Range _____

Ac. Acres _____

County _____

STATE OF _____

COUNTY OF _____

This instrument was filed for record on the _____ day of _____ 19__ at _____ o'clock _____ P.M. and duly recorded in book # _____ page _____ of the records of this office.

Witness my hand and seal this _____ day of _____ 19__.

Notary Public

State, Territory, District, or Possession _____

Name of Notary _____

My commission expires _____

Witness my hand and seal this _____ day of _____ 19__.

Notary Public

STATE OF Indiana }
 COUNTY OF Knox }
 I, Ralph Huppel }
 a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Mary Esther Joyce & Robert L. Joyce; Georgia L. Swayze & Robert W. Swayze personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and seal, this 22nd day of FEBRUARY 1977.

My commission expires _____ day of _____ 19__.

Ralph Huppel
Notary Public.

STATE OF _____ }
 COUNTY OF _____ }
 I, _____ }
 a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ personally known to me to be the same persons whose names _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as _____ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and seal, this _____ day of _____ 19__.

My commission expires _____ day of _____ 19__.

Notary Public.

STATE OF _____ }
 COUNTY OF _____ }
 I, _____ }
 a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ personally known to me to be the same persons whose names _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as _____ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and seal, this _____ day of _____ 19__.

My commission expires _____ day of _____ 19__.

Notary Public.

STATE OF _____ }
 COUNTY OF _____ }
 I, _____ }
 a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said _____ by the consideration and purpose therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal herein this _____ day of _____ 19__.

My commission expires _____ day of _____ 19__.

Notary Public.

RECORDED THE 1 DAY OF Mar 1977 AT 9 O'CLOCK A.M. Morris C. Woodfill R. K. E.

THIS AGREEMENT made this 10 day of August 19 81 between

Mary Esther Joice and Robert L. Joice, her husband 6 Circle Drive, Vinc, Indiana Georgia Lee Swayze and Robert W. Swayze, her husband 1615 Montclair Dr. Vinc, In. George A Steckler and Lorene Steckler, his wife, Highway 41 S. Vincennes, Indiana

herein called lessor (whether one or more), and Mid-Central Land Services, Inc. Lessee

146
275
31

Show
LMP
P.D.
L.A.S.
Said
Riv.S.
West (elevation)
H

1. Lessor, in consideration of Ten and 0/100 Dollars (\$ 10.00 & 0/100) in hand paid, receipt of which is hereby acknowledged, and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, waters, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, ponds, power stations, telephone lines and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases, and their respective constituent products and other products manufactured therefrom, together with the right of ingress and egress thereto or to other land under lease to lessee.

the following described land in Knox County, Indiana to wit (Decker Township)

All of Location 148, Township 1 South, Range 12 West of the Second Principal Meridian, excepting therefrom 80 acres of even width off of the entire West end thereof, leaving in said tract, exclusive of said exception 192 acres, more or less.

and containing 192 acres, more or less. It is intended hereby to include herein all lands and interest therein contiguous to or appurtenant to the above described land and owned or claimed by Lessor. For the purpose of making any payments based on acreage, said land and its constituent parcels shall be deemed to contain the acreage above stated, whether they actually contain more or less. This lease shall cover all the interest in said land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of 18 months from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbon, gas or their respective constituent products, or any of them is produced from said land or land with which said land is pooled, provided, however that for injection purposes this lease shall continue in full force and effect only as to the subsurface strata or strata into which such injections are being made, together with such surface privileges as may be necessary or desirable to continue such injections.

3. The royalties to be paid by lessee are: (a) on oil, and on other liquid hydrocarbons saved at the well one-eighth of that produced and saved from said land, same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected, (b) on gas, including casinghead gas and all gaseous substances, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the mouth of the well or on the gas sold or used, provided that on the expiration of any such ninety (90) day period, lessee or any assignee thereafter shall continue in force and it shall be considered that gas is being produced from the leased premises in paying quantities within the meaning of said paragraph 2 hereof for one (1) year from the date such payment is made, and in like manner subsequent advance annual royalty payments may be made or tendered and this lease shall continue in force and it will be considered that gas is being produced from the leased premises in paying quantities within the meaning of said paragraph 2 during any annual period for which such royalty payment is so paid or tendered; such advance royalty payment may be paid or tendered in the same manner as provided herein for the payment or tender of delay rentals; royalty accruing to the owners thereof on any production from the leased premises during any annual period for which advance royalty is paid may be credited against such advance payment.

4. If operations for drilling are not commenced on said land or on land pooled therewith or before one (1) year from this date, this lease shall terminate as to both parties, unless on or before one (1) year from

this date lessee shall pay or tender to the lessor a rental of Nine Hundred Sixty Dollars (\$ 960.00) which shall cover the privilege of deferring commencement of such operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of said operations may be further deferred for successive periods of the same number of months, each during the primary term.

Payment or tender may be made to the lessor or to the American National Bank of Vincennes, IN, which bank, or any successor thereof shall continue to be the agent for the lessor and lessor's successors, heirs and assigns. If such bank (or any successor bank) shall fail, liquidate, or be succeeded by another bank, or for any reason fail or refuse to accept rental, lessee shall not be held in default until thirty (30) days after lessor shall deliver to lessee a recordable instrument making provision for another method of payment or tender, and any depositing charge is a liability of the lessor. The payment or tender of rental may be made by check or draft of lessee, mailed or delivered to said bank or lessor, or either lessor if more than one, on or before the rental paying date. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors and administrators of the lessor and his successor in interest.

5. Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit; or his royalty interest therein bears to the total acreage so pooled in the particular unit involved.

6. If, prior to discovery of oil, liquid hydrocarbon, gas or their respective constituent products, or any of them, on said land or on land pooled therewith, lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, liquid hydrocarbon, gas or their respective constituent products, or any of them, the production thereof should cease from any cause, this lease shall nevertheless terminate if lessee commences additional drilling or reworking operations within three (3) months thereafter, or if it be within the primary term's commencement or resumes the payment or production. If, at the expiration of the primary term, oil, liquid hydrocarbon, gas or their respective constituent products, or any of them, is not being produced on said land or land pooled therewith but lessee is then engaged in operations for drilling, mining, or reworking of any well or wells thereon, this lease shall remain in force so long as such operations or said additional operations are commenced and prosecuted (whether on the same or successive wells) with an expenditure of more than sixty (60) consecutive days, and, if this result in production, so long thereafter as oil, liquid hydrocarbon, gas or their respective constituent products, or any of them, is produced from said land or land pooled therewith.

7. Lessee shall have free use of oil, gas, and water from said land, except water from lessor's wells and tanks, for all operations hereunder, including repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When requested by lessor, lessee will bury all pipe lines below ordinary plow depth. Lessee shall pay for damages caused by its operations to growing crops on said land. No well shall be drilled within two hundred feet (200') of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require the installation of separate measuring tanks. No such change or division in the ownership of the land, rentals or royalties shall be binding upon lessee for any purpose until such person acquiring any interest has furnished lessee with the instrument or instruments, or certified copies thereof, constituting his claim of title from the original lessor. In the event of an assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the right of other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge lessee of any obligations hereunder, and, if lessee or assignee of part or parts hereof shall fail or make default in any payment of the proportionate part of the rental due from such lessee or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease in so far as it covers a part of said lands upon which lessee or any assignee thereof shall make payment of said rentals.

9. When drilling or other operations are delayed or interrupted as a result of any cause whatsoever beyond the control of lessee, the time of such delay or interruption shall not be counted against lessee. Lessee shall not be held liable in damages for failure to comply with any express or implied covenant of this lease if compliance is prevented by, or if such failure is the result of any State, Federal, or Municipal law, ordinance, Executive order, rule or regulation.

10. Lessee hereby warrants and agrees to defend the title to said land, and agrees that lessee, at its option, may discharge any tax, mortgage, or other lien upon said land, and in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder to and satisfy the same. Without impairment of lessee's rights under the warranty in the event of failure of title, it is agreed that, if lessor owns an interest in the oil and gas and like minerals underlying said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately. This lease shall be binding upon all who execute it, and they shall be considered lessors, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease.

11. The undersigned lessors, for themselves and their heirs, successors, and assigns hereby surrender, release and waive all right of dower and homestead in the premises herein described, in so far as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

12. See exhibit "A" attached hereto and made a part hereof by reference the

IN WITNESS WHEREOF, we sign as of the day and year first above written same as if incorporated herein.

Mary Esther Joice SS# 314-14-9427
Robert L. Joice SS# 309-07-1535
Georgia Lee Swayze SS# 303-36-9656
George A. Steckler
Lorene Steckler
Robert W. Swayze
Lorene Steckler

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF Indiana
COUNTY OF Knox

Before me, the undersigned, a NOTARY PUBLIC, in and for said county, this 10 day
of August 19 81,

personally appeared Mary Esther Joice and Robert L. Joice, her husband,
Georgia Lee Swayze and Robert W. Swayze, her husband
and acknowledged the execution of the annexed lease. Witness my hand and seal.

My commission expires May 31 19 85.

Signature L. Frank Meyer

Printed L. Frank Meyer Notary Public
Residing in Knox County, Indiana

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF Indiana
COUNTY OF Knox

Before me, the undersigned, a NOTARY PUBLIC, in and for said county, this, 10 day
of August 19 81,

personally appeared George A. Steckler and Lorene Steckler, his wife

and acknowledged the execution of the annexed lease. Witness my hand and seal.

My commission expires May 31 19 85.

Signature L. Frank Meyer

Printed L. Frank Meyer Notary Public

Residing in Knox County, Indiana

ACKNOWLEDGMENT FOR CORPORATIONS

STATE OF _____
COUNTY OF _____

SS:

I, _____, a Notary Public, do hereby certify
that _____ and _____
personally known to me to be the same persons whose names are respectively as the _____ President
and _____ Secretary of _____, a corporation of the State
of _____, subscribed to the foregoing instrument, appeared before me this day in person and severally
acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said
instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes
therein set forth.

Given under my hand and seal this _____ day of _____, 19 ____.
My commission expires:

NOTARY PUBLIC

CERTIFICATE OF PREPARATION

This instrument was prepared by L. Frank Meyer (Land Man)
whose address is R.R. #1, Monroe City, Indiana

CERTIFICATE OF RECORDING

(To be completed by County Recorder)

This instrument was filed for record the _____ day of _____, 19 ____
at _____ o'clock _____ M. and recorded in _____ Book _____, page _____

When recorded, return to:

County Recorder
By _____
Deputy

EXHIBIT "A"

1. Lessee agrees to restore lessors property back to the same condition it was before drilling commenced.
2. Lessee agrees to pay lessors an additional \$1,000.00 per well location on said property for liquidated damages.
3. No gas well may be shut in for a period of over two (2) years, or this lease shall terminate as to the unproduced acreage.
4. It is agreed and understood that lessor's said property is farmed by a tenant. Lessee agrees to consult lessor's tenant in regards to any crop damage which may result from lessee's drilling operations.
5. Lessors hereby designate Mary Esther Joice as their agent in fact for receiving and dispersing any rentals which may be paid on said lease.

Mary Esther Joice

Mary Esther Joice

Robert L. Joice

Robert L. Joice

George A. Steckler

George A. Steckler

Georgia Lee Swayze

Georgia Lee Swayze

Robert W. Swayze

Robert W. Swayze

Lorene Steckler

Lorene Steckler

RECORDED

Sept 21

1981

AT 9:50 A.M.

George D. Johnson

R.K.C.

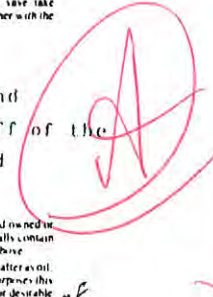
Oil & Gas BOOK 146 PAGE 475 Fee \$ 2.00

THIS AGREEMENT made this 10 day of August 1964 between

Mary Esther Lee and Georgia Lee Swayze, as Co-Personal Representatives of the Estate of Mary Hazel Steckler, Deceased; Mary Esther Joice and Robert L. Joice, her husband 6 Circle Drive, Vinc, Indiana Georgia Lee Swayze and Robert W. Swayze, her husband 1615 Montclair Dr., Vinc, In. George A Steckler and Lorene Steckler, his wife, Highway 41 S., Vincennes, Indiana

146
698

31
New
Re recording of 146/475
Tract 11
Eleven



Ten and 0/10 C.

Dollars 10.00 & 0/10 C. in hand paid...

Know to Indiana wit (Decker Township)

All of location 145, Township 1 South, Range 12 West of the Second Principal Meridian, excepting therefrom 50 acres of even width off of the entire West end thereof, leaving in said tract, exclusive of said exception 192 acres, more or less.

192 acres more or less intended hereby include hereon and hereafter in and to the above described land and owned in...

192 acres more or less intended hereby include hereon and hereafter in and to the above described land and owned in...

192 acres more or less intended hereby include hereon and hereafter in and to the above described land and owned in...

192 acres more or less intended hereby include hereon and hereafter in and to the above described land and owned in...

192 acres more or less intended hereby include hereon and hereafter in and to the above described land and owned in...

192 acres more or less intended hereby include hereon and hereafter in and to the above described land and owned in...

192 acres more or less intended hereby include hereon and hereafter in and to the above described land and owned in...

192 acres more or less intended hereby include hereon and hereafter in and to the above described land and owned in...

192 acres more or less intended hereby include hereon and hereafter in and to the above described land and owned in...

192 acres more or less intended hereby include hereon and hereafter in and to the above described land and owned in...

13. See exhibit "A" attached hereto and made a part hereof by reference the same as if incorporated herein.
Mary Esther Joice SS# 14-14-9421
Robert L. Joice SS# 349 01-4535 Robert W. Swayze Lorene Steckler
Mary Esther Joice
Georgia Lee Swayze
George A. Steckler
Robert L. Joice
Robert W. Swayze
Lorene Steckler
IN-6014
Mary Esther Joice
Georgia Lee Swayze
Co-personal representative of the Mary Hazel Steckler estate
2-04-35 6:35 2051

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF Indiana
COUNTY OF Knox

Before me, the undersigned, a NOTARY PUBLIC, in and for said county, this 10 day
of August 19 81,

personally appeared Mary Esther Joice and Robert L. Joice, her husband,
Georgia Lee Swayze and Robert W. Swayze, her husband
and acknowledged the execution of the annexed lease. Witness my hand and seal.
My commission expires May 31 19 85.

Signature L. Frank Meyer
Printed L. Frank Meyer Notary Public
Residing in Knox County, Indiana

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF Indiana
COUNTY OF Knox

Before me, the undersigned, a NOTARY PUBLIC, in and for said county, this 10 day
of August 19 81,

personally appeared George A. Steckler and Lorene Steckler, his wife
and acknowledged the execution of the annexed lease. Witness my hand and seal.
My commission expires May 31 19 85.

Signature L. Frank Meyer
Printed L. Frank Meyer Notary Public
Residing in Knox County, Indiana

ACKNOWLEDGMENT FOR CORPORATIONS
Acknowledgement

STATE OF Indiana
COUNTY OF Knox

SS:

I, L. Julia Hruza Holscher, a Notary Public, do hereby certify
that Mary Esther Joice and Georgia Lee Swayze - Co-personal Representatives
of the Mary Hazel Steckler Estate
personally known to me to be the same persons whose names are respectively ~~as the~~ President
~~and~~ Secretary of the ~~State~~ of the State
~~ok~~ subscribed to the foregoing instrument, appeared before me this day in person and severally
acknowledged that they, being thereunto duly authorized, signed, ~~sealed with the corporate seal,~~ and delivered the said
instrument ~~as the free and voluntary act of said corporation and as their own free and voluntary act,~~ for the uses and purposes
therein set forth.

Given under my hand and seal this 17th day of November, 19 81.
My commission expires:
Sept. 10, 1982

L. Julia Hruza Holscher
NOTARY PUBLIC L. Julia Hruza Holscher
Residing in Knox County, Indiana

CERTIFICATE OF PREPARATION

This instrument was prepared by L. Frank Meyer (Land Man)
whose address is R.R. #1, Monroe City, Indiana

CERTIFICATE OF RECORDING

(To be completed by County Recorder)

This instrument was filed for record the _____ day of _____, 19____
at _____ o'clock _____ M. and recorded in _____ Book _____ page _____

When recorded, return to:

County Recorder
By _____
Deputy

EXHIBIT "A"

1. Lessee agrees to restore lessors property back to the same condition it was before drilling commenced.
2. Lessee agrees to pay lessors an additional \$1,000.00 per well location on said property for liquidated damages.
3. No gas well may be shut in for a period of over two (2) years, or this lease shall terminate as to the unproduced acreage.
4. It is agreed and understood that lessor's said property is farmed by a tenant. Lessee agrees to consult lessor's tenant in regards to any crop damage which may result from lessee's drilling operations.
5. Lessors hereby designate Mary Esther Joice as their agent in fact for receiving and dispersing any rentals which may be paid on said lease.

Mary Esther Joice

Mary Esther Joice

Robert L. Joice

Robert L. Joice

George A. Steckler

George A. Steckler

Mary Esther Joice

Mary Esther Joice Co-personal representative of the Estate of Mary Hazel Steckler

T.D.# 356358057

Georgia Lee Swayze

Georgia Lee Swayze

Robert W. Swayze

Robert W. Swayze

Lorene Steckler

Lorene Steckler

Georgia Lee Swayze

Georgia Lee Swayze Co-personal representative of the Estate of Mary Hazel Steckler

RECORDED Sept 21 1981 AT 9:50 A.M.
Oil & Gas BOOK 146 PAGE 475 Fee \$ 7.00

George D. Johnson
R.K.C.

RECORDED Dec 7 1981 AT 12:45 P.
Oil & Gas BOOK 146 PAGE 698 Fee \$ 7.00

George D. Johnson
R.K.C.

PERSONAL REPRESENTATIVE'S DEED OF
DISTRIBUTION OF OIL AND GAS INTERESTS

THIS INDENTURE WITNESSETH, That Georgia Lee Swayze and Mary Esther Joice, as Co-Personal Representatives of the Estate of Mary Hazel Steckler, deceased, by virtue of their power under Indiana Law in unsupervised administration hereby distribute as follows:

- To: Mar, Esther Joice of Knox County, Indiana - An undivided one-half interest in and to all oil and gas interests owned by the decedent, Mary Hazel Steckler.
- To: Robert W. Swayze, Jr. of Marion County, Indiana - An undivided one-eighth interest in and to all oil and gas interests owned by the decedent, Mary Hazel Steckler.
- To: Sue Ann Stahl of Marion County, Indiana - An undivided one-eighth interest in and to all oil and gas interests owned by the decedent, Mary Hazel Steckler.
- To: Robert W. Swayze, Sr. of Knox County, Indiana - An undivided one-eighth interest for his life with remainder of an undivided one-sixteenth interest in fee to Robert W. Swayze, Jr. of Marion County, Indiana and with remainder of an undivided one-sixteenth interest in fee to Sue Ann Stahl of Marion County, Indiana in and to all oil and gas interests owned by the decedent, Mary Hazel Steckler.
- To: Sister Maria Sarah Swayze of _____, Pennsylvania - An undivided one-eighth interest for her life with remainder of an undivided one-sixteenth interest in fee to Robert W. Swayze, Jr. of Marion County, Indiana and with remainder of an undivided one-sixteenth interest in fee to Sue Ann Stahl of Marion County, Indiana, in and to all oil and gas interests owned by decedent, Mary Hazel Steckler.

in and to the following described real estate in Knox County, in the State of Indiana, to-wit:

Part of Location 113, Township 1 North, and Township 1 South, Range 12 West, bounded and described as follows: Beginning at a point 48.55 chains South 76 1/2 degrees West of the extreme East corner of said Location 113; thence South 76 1/2 degrees West along the line of Location No. 113, 13.65 chains to the line of Lillie Pearl Gilmore's land; thence North 14.51 chains; thence North 89 degrees East 13.26 chains; thence South 11.75 chains to the place of beginning, containing 17.50 acres.

ALSO, 9 acres off the West end of the following described 28 acres of real estate heretofore set off to Jennie Cunningham by Commissioners in the Knox Circuit Court in Cause of Jannie Cunningham and others ex parte partition under date of November 28, 1905, and recorded in Deed Record 38, page 92, in the Recorder's Office of Knox County, Indiana, said 28 acres so set off being bounded and described as follows: Part of location No. 113, Township No. 1 North, Range No. 12 West, described and bounded as follows, to-wit: Beginning at a stake the extreme East corner of said Location; thence running South 76 1/2 degrees West along the location line 48.55 chains to a stake; thence North 11.75 chains to a stake; thence North 89 degrees East 19.50 chains to a stake on the West line of Survey No. 2; thence South 1 degree East 1.80 chains to a stake the Southwest corner of said Survey No. 2; thence North 89 degrees East along the line of said Survey No. 2, 28 chains to the place of beginning, containing 28 acres.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Clarence F. Kroeger, unmarried, to Edward C. Steckler and George A. Steckler on December 9, 1936, and recorded in the Office of the Knox County Recorder in Deed Record 92, page 132.

32

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I Nov 12

ALSO, East 1/2 of that parcel of land lying in Location 113 and Section 35, Township 1 North, Range 12 West, and Section 2, Township 1 South, Range 12 West, and lying West of the public highway, being part of the land heretofore deeded to John Carnahan, containing 9 acres, more or less.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Myrtle Baker and August Baker, husband and wife, to Ed. C. Steckler and G.A. Steckler on April 19, 1930, and recorded in the Office of the Knox County Recorder in Deed Record 83, page 548.

ALSO, Part of the Northwest quarter of the Southwest quarter of Section 36, Township 1 North, Range 12 West, bounded and described as follows, to-wit: Beginning at a point, the same being the Southwest corner of the Northwest quarter of the Southwest quarter of Section 36, Township 1 North, Range 12 West; thence East 20 chains; thence North 6.76 chains; thence West 20 chains to the center line of the road; thence South 6.76 chains to the place of beginning, containing 13.52 acres, more or less.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Eva Beard Miles and Ira Miles, her husband, to Edward C. Steckler and George A. Steckler on August 10, 1940, and recorded in the office of the Knox County Recorder in Deed Record 98, page 402.

ALSO, Lots 2 and 3 of the Southeast Fractional Quarter of Section 35; ALSO, Locations Number 59 and 60; ALSO, the North half of Survey Number 2;

ALSO, that Part of the Southeast Quarter of Section 26 lying South and East of the Wabash River; all in Town 1 North, Range 12 West, and containing in all 288.77 acres, more or less.

ALSO, Lot No. 1 of Fractional Section 35 in Township 1 North, Range No. 12 West, containing 45.60 acres, more or less, in Decker Township.

All situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by William P. Steckler, unmarried and of legal age, to Edward C. Steckler and George A. Steckler, on February 14, 1942, and recorded in the office of the Knox County Recorder in Deed Record 101, page 553 and 554.

ALSO, The West half of Fractional Section 25, containing 86.20 acres, more or less. The North half of the Northwest quarter of Section 36, containing 80 acres, more or less. Forty acres off of the West side of the Northeast quarter of Section 36. The South half of the Northwest quarter of Section 36, containing 88 acres, more or less. All being situated in Township 1 North, Range 12 West.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Mary Esther Joice and Robert L. Joice to Edward C. Steckler and George A. Steckler, on April 11, 1949, and recorded in the Office of the Knox County Recorder in Deed Record 121, page 466.

Part of the Northwest quarter of the Southwest quarter, Section 36, Township 1 North, Range 12 West, beginning at a point the same being North 6.76 chains from the Southwest corner of the Northwest quarter of Southwest quarter of Section 36, Township 1 North, Range 12 West; thence East 20 chains; thence North 3.24 chains; thence West 20 chains to the center of road; thence South 3.24 chains to the place of beginning, containing 6.47 acres, more or less, in Decker Township, Knox County, Indiana.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Bessie Beard Whiting and Grover Whiting, her husband to Edward C. Steckler and George A. Steckler, on March 1, 1944, and recorded in the office of the Knox County Recorder in Deed Record 106, page 175.

ALSO, The Northeast quarter of Section 1, Township 1 South, Range 12 West, excepting therefrom the School House Site containing 160 acres, more or less;

ALSO, the Northwest quarter of Section 1, Township 1 South, Range 12 West, containing 160 acres;

ALSO, the Northeast fractional quarter of Section 2, Township 1 South, Range 12 West, containing 67 acres;

ALSO, the South half of the Southwest quarter of Section 36, Township 1 North, Range 12 West, containing 80 acres.

ALSO, the Southwest quarter of the Southeast quarter of Section 36, Township 1 North, Range 12 West, containing 40 acres.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by C.B. Townsend and Lula M. Townsend, his wife, C.C. Smallwood and Mary E. Smallwood, his wife, to Edward C. Steckler and George A. Steckler, on December 12, 1932, and recorded in the office of the Knox County Recorder in Deed Record 87, page 151.

ALSO, All of Location Number 140, Township 1 South, Range 11 West, containing 230 acres; also the East half of the Southeast quarter of fractional Section 6, Township 1 South, Range 11 West containing 51.40 acres; also Lot Number 3 of Section 6, Township 1 South, Range 11 West, containing 48.44 acres; also Lot Number 4 of Section 6, Township 1 South, Range 11 West, containing 40 acres; also Lot Numbered 5 of Section 6, Township 1 South, Range 11 West, containing 48.44 acres; also Lot Number 6 of Section 6, Township 1 South, Range 11 West, containing 52.48 acres; containing in all 470.76 acres.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Ira D. Schaffer, Receiver of Knox-Harrison Bank and Company to Edward C. Steckler and George A. Steckler, on October 26, 1934, and recorded in the office of the Knox County Recorder in Deed Record 89, page 188.

ALSO, The West fractional half of the Southeast fractional quarter of Section 5, Township 1 South, Range 11 West, containing 19 acres, and the East fractional half of the Southwest fractional quarter of said Section 5, Township 1 South, Range 11 West, containing 56.50 acres, containing in all 75.50 acres. By reason of Erosion of White River, this tract has been reduced to about 10 acres.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by George W. Smith, Administrator of Estate of Ida J. Anthis, to Edward C. Steckler and George A. Steckler, on October 5, 1936, and recorded in the office of the Knox County Recorder in Deed Record 92, page 121.

ALSO, The South half (S 1/2) of the Southwest quarter (SW 1/4) of Section Twelve (12), Township One (1) South, Range Twelve (12) West, containing Ninety-one and Ninety Hundredths (91.90) acres, more or less. The North half (N 1/2) of the Northwest quarter (NW 1/4) of Section Thirteen (13), Township One (1) South, Range Twelve (12) West, containing Ninety-one and Ninety Hundredths (91.90) acres, more or less. The Southwest quarter (SW 1/4) of fractional Section Thirteen (13), Township one (1) South, Range Twelve (12) West, containing One Hundred Eight and One Hundredth (108.01) acres, more or less. The South half (S 1/2) Section Fourteen (14), Township One (1) South, Range Twelve (12) West, containing Three Hundred Twenty-six and Fifty Hundredths (326.50) acres, more or

less. The Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) of Section Fifteen (15), Township One (1) South, Range Twelve (12) West, containing Forty-three (43) acres, more or less. The South half (S 1/2) of the Southeast quarter (SE 1/4) of Section Fifteen (15), Township One (1) South, Range Twelve (12) West, containing Eighty-three and Seventy Hundredths (83.70) acres, more or less. The Northeast quarter (NE 1/4) of fractional Section Twenty-two (22), Township One (1) South, Range Twelve (12) West, containing Ninety and Twenty Hundredths (90.20) acres, more or less. The North half (N 1/2) fractional Section Twenty-three (23), Township One (1) South, Range Twelve (12) West, containing One Hundred Forty-eight and Twenty-five Hundredths (148.25) acres, more or less. The Northwest fractional quarter of fractional Section Twenty-four (24), Township One (1) South, Range Twelve (12) West, containing Four and Forty Hundredths (4.40) acres, more or less. All of which land is more particularly described in Certificate of Survey dated April 3rd, 1937 by Robert W. Lind, Surveyor of Knox County and which certificate is recorded in Book 4, on page 554 in Surveyors Records of Knox County being a total of Nine Hundred Eighty-seven and Eighty-six Hundredths (987.86) acres, more or less, subject to all legal highways. The above described real estate being the same real estate deeded by the Aetna Life Insurance Company to Edward C. Steckler and George A. Steckler on July 29, 1941, and recorded in the Office of the Knox County Recorder in Deed Record 100, pages 462 and 463.

The Southeast Fractional quarter of Section One (1), Township One (1) South, Range Twelve (12) West of the Second Principal Meridian, containing 87.44 acres, more or less.

Note: 5.90 acres of above 87.44, sold to C.E. & Helen Parker, Deed Record 156, page 515, copy attached to copy of Deed.

Also all of Location One Forty-eight (148), Township One (1) South, Range Twelve (12) West, excepting therefrom Eighty (80) acres of even width off of the entire West end thereof, leaving in said tract, exclusive of said exception, One Hundred and Ninety-two (192) acres. Also, All of Location Eighty-three (83), Town One (1) South, Range Twelve (12) West, containing Two Hundred and Sixty (260) acres,

Containing in all, 539.44 acres, more or less.

The above described real estate being the same real estate deeded by William Steckler, Jr., single, to George Steckler and Edward Steckler on February 1, 1946, and recorded in the office of the Knox County Recorder in Deed Record 112, page 1.

It is the intent by this Deed to distribute all of the right, title and interest in and to all oil and gas owned by the decedent, Mary Hazel Steckler, in and to the above described real estate to those persons set out above. It is believed that the decedent, Mary Hazel Steckler, owned an undivided one-sixth interest in and to all oil and gas located in and under the above described real estate and is believed to include specifically the following interest in the following leases by the following oil companies:

SOHIO PETROLEUM COMPANY

Lease #1223807 - 1/6 of 1/8 R.I.
Lease #1224062 - 1/6 of 1/8 R.I.

ASHLAND OIL, INC.

Lease #635 - George and Edward Steckler - 1/6 of 1/8 R.I.
Lease #3778 - W.P. Steckler - 1/3 of 32/512 R.I.
plus 1/3 of 2/128 of 7/8 of 7/8 O.R.R.
Lease #3952 - G.A. Steckler (Non Unit) - 1/6 of 1/8 R.I.
Lease #4044 - George and Edward Steckler - 1/6 of 1/8 R.I.
plus 1/3 of 1/2 of 3/32 of 7/8 O.R.R.
Lease #4057 - Steckler - 1/6 of 1/8 R.I.
Lease #4060 - George and Ed Steckler - 1/6 of 3/16 R.I.
Lease #4136 - George and Ed Steckler "A" - 1/6 of 3/16 R.I.

Lease #40147 - G.A. Steckler (Unit) - 1/6 of 1/8 R.I.
Lease #40267 - Steckler 1-A - 1/6 of 1/8 R.I.
Lease #40322 - W.P. Steckler (Non Unit) - 1/3 of 32/512 R.I.
plus 1/3 of 2/128 of 7/8 of 7/8 O.R.R.
Lease #40989 - Orville Unit - 1/6 of 1/8 of .700637 R.I.
plus 1/3 of .011963 O.R.R.

IN WITNESS WHEREOF, the said Georgia Lee Swayze and Mary Esther Joice,
as Co-Personal Representatives of the Estate of Mary Hazel Steckler, deceased,
have hereunto set their hands and seals this 1st day of July, 1982.

Georgia Lee Swayze
Georgia Lee Swayze, Co-Personal
Representative of the Estate of
Mary Hazel Steckler, deceased

Mary Esther Joice
Mary Esther Joice, Co-Personal
Representative of the Estate of
Mary Hazel Steckler, deceased

STATE OF INDIANA)
) SS:
COUNTY OF KNOX)

Before me, the undersigned, a Notary Public in and for said County and
State, this 1st day of July, 1982, personally appeared Georgia Lee Swayze and
Mary Esther Joice, Co-Personal Representatives of the Estate of Mary Hazel
Steckler, deceased, who acknowledged this conveyance to be their free and
voluntary act and deed on behalf of said estate.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my
official seal.

Gregory W. Sturm
Notary Public, Residing in
Knox County, Indiana

My Commission Expires:
July 29, 1983

This instrument was prepared by Gregory W. Sturm, Attorney at Law.

RECORDED July 1 1982 AT 11:00 M. George P. Johnson
2240 BOOK 216 PAGE 501 Fee \$ 10.00 R.K.C.

MINERAL DEED OF OIL AND GAS INTERESTS

THIS INDENTURE WITNESSETH, That Robert W. Swayze, Sr. of Knox County, State of Indiana, conveys to Robert W. Swayze, Jr. of Marion County, Indiana and Sue Ann Stahl of Marion County, Indiana, as tenants in common, for and in consideration of the sum of One Dollar and other valuable consideration, the receipt whereof is hereby acknowledged, all of his interest in the oil and gas in and to the following described real estate in Knox County, Indiana, in the State of Indiana, to-wit:

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Stow

Part of Location 113, Township 1 North, and Township 1 South, Range 12 West, bounded and described as follows: Beginning at a point 48.55 chains South 76 1/2 degrees West of the extreme East corner of said Location 113; thence South 76 1/2 degrees West along the line of Location No. 113, 13.65 chains to the line of Lillie Pearl Gilmore's land; thence North 14.51 chains; thence North 89 degrees East 13.26 chains; thence South 11.75 chains to the place of beginning, containing 17.50 acres.

ALSO, 9 acres off the West end of the following described 28 acres of real estate heretofore set off to Jennie Cunningham by Commissioners in the Knox Circuit Court in Cause of Jennie Cunningham and others ex parte partition under date of November 28, 1905, and recorded in Deed Record 38, page 92, in the Recorder's Office of Knox County, Indiana, said 28 acres so set off being bounded and described as follows: Part of location No. 113, Township No. 1 North, Range No. 12 West, described and bounded as follows, to-wit: Beginning at a stake the extreme East corner of said Location; thence running South 76 1/2 degrees West along the location line 48.55 chains to a stake; thence North 11.75 chains to a stake; thence North 89 degrees East 19.50 chains to a stake on the West line of Survey No. 2; thence South 1 degree East 1.80 chains to a stake the Southwest corner of said Survey No. 2; thence North 89 degrees East along the line of said Survey No. 2, 28 chains to the place of beginning, containing 28 acres.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Clarence F. Kroeger, unmarried, to Edward C. Steckler and George A. Steckler on December 9, 1936, and recorded in the Office of the Knox County Recorder in Deed Record 92, page 132.

ALSO, East 1/2 of that parcel of land lying in Location 113 and Section 35, Township 1 North, Range 12 West, and Section 2, Township 1 South, Range 12 West, and lying West of the public highway, being part of the land heretofore deeded to John Carnahan, containing 9 acres, more or less.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Myrtle Baker and August Baker, husband and wife, to Ed. C. Steckler and G.A. Steckler on April 19, 1930, and recorded in the Office of the Knox County Recorder in Deed Record 83, page 548.

ALSO, Part of the Northwest quarter of the Southwest quarter of Section 36, Township 1 North, Range 12 West, bounded and described as follows, to-wit: Beginning at a point, the same being the Southwest corner of the Northwest quarter of the Southwest quarter of Section 36, Township 1 North, Range 12 West; thence East 20 chains; thence North 6.76 chains; thence West 20 chains to the center line of the road; thence South 6.76 chains to the place of beginning, containing 13.52 acres, more or less.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Eva Beard Miles and Ira Miles, her husband, to Edward C. Steckler and George A. Steckler on August 10, 1940, and recorded in the office of the Knox County Recorder in Deed Record 98, page 402.

ALSO, Lots 2 and 3 of the Southeast Fractional Quarter of Section 35;

ALSO, Locations Number 59 and 60; ALSO, the North half of Survey Number 2;

ALSO, that Part of the Southeast Quarter of Section 26 lying South and East of the Wabash River; all in Town 1 North, Range 12 West, and containing in all 288.77 acres, more or less.

ALSO, Lot No. 1 of Fractional Section 35 in Township 1 North, Range No. 12 West, containing 45.60 acres, more or less, in Decker Township.

All situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by William P. Steckler, unmarried and of legal age, to Edward C. Steckler and George A. Steckler, on February 14, 1942, and recorded in the office of the Knox County Recorder in Deed Record 101, page 553 and 554.

ALSO, The West half of Fractional Section 25, containing 86.20 acres, more or less. The North half of the Northwest quarter of Section 36, containing 80 acres, more or less. Forty acres off of the West side of the Northeast quarter of Section 36. The South half of the Northwest quarter of Section 36, containing 88 acres, more or less. All being situated in Township 1 North, Range 12 West.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Mary Esther Joice and Robert L. Joice to Edward C. Steckler and George A. Steckler, on April 11, 1949, and recorded in the Office of the Knox County Recorder in Deed Record 121, page 466.

Part of the Northwest quarter of the Southwest quarter, Section 36, Township 1 North, Range 12 West, beginning at a point the same being North 6.76 chains from the Southwest corner of the Northwest quarter of Southwest quarter of Section 36, Township 1 North, Range 12 West; thence East 20 chains; thence North 3.24 chains; thence West 20 chains to the center of road; thence South 3.24 chains to the place of beginning, containing 6.47 acres, more or less, in Decker Township, Knox County, Indiana.

Situated in Knox County, Indiana..

The above described real estate being the same real estate deeded by Bessie Beard Whiting and Grover Whiting, her husband to Edward C. Steckler and George A. Steckler, on March 1, 1944, and recorded in the office of the Knox County Recorder in Deed Record 106, page 175.

ALSO, The Northeast quarter of Section 1, Township 1 South, Range 12 West, excepting therefrom the School House Site containing 160 acres, more or less;

ALSO, the Northwest quarter of Section 1, Township 1 South, Range 12 West, containing 160 acres;

ALSO, the Northeast fractional quarter of Section 2, Township 1 South, Range 12 West, containing 67 acres;

ALSO, the South half of the Southwest quarter of Section 36, Township 1 North, Range 12 West, containing 80 acres.

ALSO, the Southwest quarter of the Southeast quarter of Section 36, Township 1 North, Range 12 West, containing 40 acres.

Situated in Knox County, Indiana.

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The above described real estate being the same real estate deeded by C.B. Townsend and Lula M. Townsend, his wife, C.C. Smallwood and Mary E. Smallwood, his wife, to Edward C. Steckler and George A. Steckler, on December 12, 1932, and recorded in the office of the Knox County Recorder in Deed Record 87, page 151.

ALSO, All of Location Number 140, Township 1 South, Range 11 West, containing 230 acres; also the East half of the Southeast quarter of fractional Section 6, Township 1 South, Range 11 West containing 51.40 acres; also Lot Number 3 of Section 6, Township 1 South, Range 11 West, containing 48.44 acres; also Lot Number 4 of Section 6, Township 1 South, Range 11 West, containing 40 acres; also Lot Numbered 5 of Section 6, Township 1 South, Range 11 West, containing 48.44 acres; also Lot Number 4 of Section 6, Township 1 South, Range 11 West, containing 52.48 acres; containing in all 470.76 acres.

Situated in Knox County, Indiana.


The above described real estate being the same real estate deeded by Ira D. Schaffer, Receiver of Knox-Harrison Bank and Company to Edward C. Steckler and George A. Steckler, on October 26, 1934, and recorded in the office of the Knox County Recorder in Deed Record 89, page 188.

ALSO, The West fractional half of the Southeast fractional quarter of Section 5, Township 1 South, Range 11 West, containing 19 acres, and the East fractional half of the Southwest fractional quarter of said Section 5, Township 1 South, Range 11 West, containing 56.50 acres, containing in all 75.50 acres. By reason of Erosion of White River, this tract has been reduced to about 10 acres.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by George W. Smith, Administrator of Estate of Ida J. Anthis, to Edward C. Steckler and George A. Steckler, on October 5, 1936, and recorded in the office of the Knox County Recorder in Deed Record 92, page 121.

ALSO, The South Half (S 1/2) of the Southwest quarter (SW 1/4) of Section Twelve (12), Township One (1) South, Range Twelve (12) West, containing Ninety-one and Ninety Hundredths (91.90) acres, more or less. The North half (N 1/2) of the Northwest quarter (NW 1/4) of Section Thirteen (13), Township One (1) South, Range Twelve (12) West, containing Ninety-one and Ninety Hundredths (91.90) acres, more or less. The Southwest quarter (SW 1/4) of fractional Section Thirteen (13), Township one (1) South, Range Twelve (12) West, containing One Hundred Eight and One Hundredth (108.01) acres, more or less. The South half (S 1/2) Section Fourteen (14), Township One (1) South, Range Twelve (12) West, containing Three Hundred Twenty-six and Fifty Hundredths (326.50) acres, more or less. The Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) of Section Fifteen (15), Township One (1) South, Range Twelve (12) West, containing Forty-three (43) acres, more or less. The South half (S 1/2) of the Southeast quarter (SE 1/4) of Section Fifteen (15), Township One (1) South, Range Twelve (12) West, containing Eighty-three and Seventy Hundredths (83.70) acres, more or less. The Northeast quarter (NE 1/4) of fractional Section Twenty-two (22), Township One (1) South, Range Twelve (12) West, containing Ninety and Twenty Hundredths (90.20) acres, more or less. The North half (N 1/2) fractional Section Twenty-three (23), Township One (1) South, Range Twelve (12) West, containing One Hundred Forty-eight and Twenty-five Hundredths (148.25) acres, more or less. The Northwest fractional quarter of fractional Section Twenty-four (24), Township One (1) South, Range Twelve (12) West, containing Four and Forty Hundredths (4.40) acres, more or less. All of which land is more particularly described in Certificate of Survey dated April 3rd, 1937 by Robert W. Lind, Surveyor of Knox County and which certificate is recorded in Book 4, on page 554 in Surveyors Records of Knox County being a total of Nine Hundred Eighty-seven and Eighty-six Hundredths (987.86) acres, more or less, subject to all legal highways. The above described real estate being the same real estate deeded by the Aetna Life Insurance Company to Edward C. Steckler and George A. Steckler on July 29, 1941, and recorded in the Office of the Knox County Recorder in Deed Record 100, pages 462 and 463.



The Southeast Fractional quarter of Section One (1), Township One (1) South, Range Twelve (12) West of the Second Principal Meridian, containing 87.44 acres, more or less.

Note: 5.90 acres of above 87.44, sold to C.E. & Helen Parker, Deed Record 156, page 515, copy attached to copy of Deed.



Also all of Location One Forty-eight(148), Township One (1) South, Range Twelve (12) West, excepting therefrom Eighty (80) acres of even width off of the entire West end thereof, leaving in said tract, exclusive of said exception, One Hundred and Ninety-two (192) acres. Also, All of Location Eighty-three (83), Town One (1) South, Range Twelve (12) West, containing Two Hundred and Sixty (260) acres,

Containing in all, 539.44 acres, more or less.

The above described real estate being the same real estate deeded by William Steckler, Jr., single, to George Steckler and Edward Steckler on February 1, 1946, and recorded in the office of the Knox County Recorder in Deed Record 112, page 1.

It is the intent by this Deed to distribute all of the grantor's right, title and interest in and to all oil and gas owned by the grantor, Robert W. Swayze, Sr., in and to the above described real estate to those persons set out above. The grantor obtained his interest from the estate of Mary Hazel Steckler, deceased, and it is believed that the grantor, Robert W. Swayze, Sr., owned an undivided one-eighth interest for his life in and to all oil and gas interests owned by the decedent, Mary Hazel Steckler, which were believed to be an undivided one-sixth interest in and to all oil and gas located in and under the above described real estate and it is believed to include specifically the following interest in the following leases by the following oil companies:

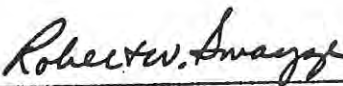
An undivided one-eighth interest for life in the following leases:
SOHIO PETROLEUM COMPANY

- Lease #1223807 - 1/6 of 1/8 R.I.
- Lease #1224062 - 1/6 of 1/8 R.I.

ASHLAND OIL, INC.

- Lease #635 - George and Edward Steckler - 1/6 of 1/8 R.I.
- Lease #3778 - W.P. Steckler - 1/3 of 32/512 R.I.
plus 1/3 of 2/128 of 7/8 of 7/8 O.R.R.
- Lease #3952 - G.A. Steckler (Non Unit) - 1/6 of 1/8 R.I.
- Lease #4044 - George and Edward Steckler - 1/6 of 1/8 R.I.
plus 1/3 of 1/2 of 3/32 of 7/8 O.R.R.
- Lease #4057 - Steckler - 1/6 of 1/8 R.I.
- Lease #4060 - George and Ed Steckler - 1/6 of 3/16 R.I.
- Lease #4136 - George and Ed Steckler "A" - 1/6 of 3/16 R.I.
- Lease #40147 - G.A. Steckler (Unit) - 1/6 of 1/8 R.I.
- Lease #40267 - Steckler 1-A - 1/6 of 1/8 R.I.
- Lease #40322 - W.P. Steckler (Non Unit) - 1/3 of 32/512 R.I.
plus 1/3 of 2/218 of 7/8 of 7/8 O.R.R.
- Lease #40989 - Orville Unit - 1/6 of 1/8 of .700637 R.I.
plus 1/3 of .011963 O.R.R.

IN WITNESS WHEREOF, the said Robert W. Swayze, Sr. has hereunto set his hand and seal this 6th day of August, 1982.


Robert W. Swayze

STATE OF INDIANA)
) SS:
COUNTY OF KNOX)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Robert W. Swayze, Sr., who acknowledged the execution of the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal this 6th day of August, 1982.

Gregory W. Sturm
Notary Public, Residing in
Knox County, Indiana

My Commission Expires:
July 29, 1983

DULY ENTERED FOR
TAXATION THIS 10th
DAY OF August
1982
Mary Stewart
NOTARY FOR KNOX COUNTY
FEE _____

This instrument was prepared by Gregory W. Sturm, Attorney at Law.

RECORDED August 10, 1982 AT 10:20 A M. George D. Johnson
Book 216 PAGE 699 Fee \$10.00 R.K.C.

COAL MINERAL DEED

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Show

KNOW ALL MEN BY THESE PRESENTS: That the PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation authorized to do ~~business in the State of Indiana~~, hereinafter called Grantor, for and in consideration of the sum of Two Thousand Five Hundred Dollars (\$2,500.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto MARY ESTHER JOICE AND GEORGIA LEE SWAYZE, as tenants in common and not as joint tenants with right of survivorship of Knox County, Indiana, hereinafter called Grantee, (whether one or more), all of Grantor's interest in and to all coal, together with fire clay, shale and solid minerals in and under and that may be produced from the following described land situated in Knox County, State of Indiana, to wit:

The Southeast Fractional Quarter of Section One (1), Township One (1) South, Range Twelve (12) West of the Second Principal Meridian, EXCEPTING therefrom:

Part of the Southeast Fractional Quarter of Fractional Section One (1), Township One (1) South, Range Twelve (12) West, Decker Township, Knox County, Indiana, bounded and described as follows, to wit:

Beginning at a corner post at the Northwest corner of said Southeast Fractional Quarter; thence East 779.0 feet to a stake; thence South 48 degrees 30 minutes West, along the center of the Mt. Carmel Blacktop Road, 932.0 feet; thence South 60 degrees 02 minutes West, along the center of said Road, 100.0 feet to the West Line of said Southeast Fractional Quarter; thence North, along the West line of said Southeast Fractional Quarter, 664.0 feet to the beginning, containing 5.90 acres, more or less.

Containing exclusive of said exception 81.54 acres, more or less.

Also, all of Location One Forty-eight (148), Township One (1) South, Range Twelve (12) West, excepting therefrom Eighty (80) acres of even width off of the entire West end thereof, leaving in said tract, exclusive of said exception, One Hundred Ninety-two (192) acres.

Also, all of Location Eighty-three (83), Township One (1) South, Range Twelve (12) West, containing Two Hundred and Sixty (260) acres, more or less.

Containing in all a total of 533.54 acres, more or less.

It is Grantor's intent by this deed to convey all coal, together with fire clay, shale and solid mineral rights in and under the above described real estate which may have been reserved by Grantor in a deed from Prudential Insurance Company of America to William Stecker, Jr. dated June 25, 1941 and recorded July 31, 1941 in Deed Record 100 at page 134 in the Office of the Recorder of Knox County, Indiana. It is not the intent of Grantor by this deed to convey any interest which Grantor

may have reserved in the oil and gas in and under the above described real estate in a deed executed by Prudential Insurance Company of America to William Steckler, Jr. dated June 25, 1941 and recorded July 31, 1941 in Deed Record 100 at page 134 in the Office of the Recorder of Knox County, Indiana.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described lands from and after the date hereof, precisely as if the Grantee had been at the date of making of said lease the owner of a similar undivided interest in and to the lands described and grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted.

TO HAVE AND TO HOLD the above described property with all and singular the rights, privileges and appurtenances thereto are in any ways belonging to said Grantee herein, their heirs, successors, personal representatives, administrators, executors, and assigns forever.

WITNESS Grantor's hand and seal this 10th day of February, 1984.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

BY R. L. Hall
Vice President
R.L. Hall

ATTEST:

T. Charles Kenniff
Assistant Secretary
T. Charles Kenniff

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, this 10th day of February, 1984, personally appeared R. L. Hall and T. Charles Kenniff, to me personally know to be the Vice President and Asst. Secretary respectively of the Prudential Insurance Company of America and the persons whose names are signed to the foregoing instrument, who being by me

duly sworn, deposed and said that they are the ~~Vice President~~ and ~~Assistant Secretary~~ respectively of the Prudential Company of America and that they signed this instrument on behalf of said corporation and were authorized to sign the same and that said instrument was signed as their free and voluntary act and that said corporation executed this instrument as its free and voluntary act for the purposes and uses therein set forth.

WITNESS my hand and Notarial Seal this 10th day of February, 1984.



Signature Nina J. Therrio

Printed Nina J. Therrio
Notary Public, residing
in Cook County, Illinois

My commission expires:
December 16, 1984

This instrument was prepared by Gregory W. Sturm, Attorney at Law.

RECORDED File 14 1984 AT 2:00 P.M. George D. Johnson
deed BOOK 220 PAGE 86 Fee \$ 8.00 R.K.C.

No. 2598.

WHEREAS, Allie B. Freeman did on the 24th day of April 1941, produce the undersigned Noble P. Barr Auditor of the County of Knox in the State of Indiana, a certificate of purchase in writing bearing date the 11th day of April, 1939, signed by Noble P. Barr who at the last mentioned date was Auditor of said County, from which it appears that the said Allie B. Freeman did, on the 11th day of April, 1939, purchase at public auction, at the door of the Court House in said County, the tract, parcel or lot of land lastly in this Indenture described, and which lot was sold to Allie B. Freeman for the sum of One No/100 Dollars, being the amount due on the following tracts of land returned delinquent in the name Rush B. Freeman for the non-payment of taxes, costs and charges, for the years 1937 payable 1938 and previous years, namely:

Lot #47 Bunting Add. to Bicknell, Indiana.

Which said lands have been recorded, among other tracts in the office of said Auditor, as delinquent for the non-payment of taxes, costs and charges due for the years last aforesaid, and a true copy of said record transmitted to the office of the Auditor of State, in manner and form prescribed by law, and legal publication made of the sale of said lands, on the said 20th day of March 1939, and it appearing that the said Allie B. Freeman is the legal owner of said certificate of purchase #86 and the time fixed by law for redeeming the land therein described having now expired, and none of the savings clauses of the 154th Section of Chapter 9, Revised Statutes of 1852, applying to said tract or parcel of land, and neither the said Rush B. Freeman nor any person in his behalf having paid or tendered the amount due the said Allie B. Freeman on account of the aforesaid purchases, and for taxes, by her since paid, and the said Allie B. Freeman having demanded a Deed for the tract of land mentioned in said certificate, and which was the least quantity of the tract above described that would sell for the amount due thereon for taxes, costs and charges as above specified; and it appearing from the records of the said County Auditor's office, that the aforesaid lands were legally liable for taxation, and had been duly assessed and properly charged on the duplicate with the taxes for the years 1937 payable 1938 and previous years.

THEREFORE, THIS INDENTURE, made this 24th day of April, 1941 between the State of Indiana, by Noble P. Barr Auditor of said County of the first part and the said Allie B. Freeman of the second part, WITNESSETH, That the said party of the first part, for and in consideration of the premises, has granted, bargained and sold unto the said party of the second part, her heirs, and assigns, forever, the tract or parcel of land mentioned in said certificate, and described as follows, namely:

Lot #47 Bunting Add. in Bicknell, Indiana.

TO HAVE AND TO HOLD The said last mentioned tract or parcel of land, with the appurtenances thereunto belonging, to the said party of the second part, his heirs, and assigns forever, in as full and ample manner as the said Auditor of said County is empowered by law to sell the same.

IN TESTIMONY WHEREOF, The said Noble P. Barr Auditor of said County of Knox has hereunto set his hand and affixed the Seal of the Board of County Commissioners, the day and year last above written.

Noble P. Barr Auditor.

(COMMISSIONERS COURT KNOX COUNTY INDIANA SEAL)

ATTEST: James Duesterberg

100
134

34
Ref.

STATE OF INDIANA,
SS:
KNOX COUNTY

Before me, the undersigned, Garrel Powell Recorder in and for said County, this day personally came the above named Noble P. Barr Auditor of said County, and acknowledged that he signed and sealed the foregoing Deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 24th day of April, 1941.

Garrel Powell Recorder.

(RECORDER OF KNOX COUNTY INDIANA SEAL)

RECORDED THE 8TH DAY OF MAY A.D. 1941 AT 2:00 O'CLOCK P.M.

GARREL POWELL, R.K.C.

#####

No. 2599. ✓

WHEREAS, June R. Freeman did on the 3 day of May 1941, produce the undersigned Noble P. Barr Auditor of the County of Knox in the State of Indiana, a certificate of purchase, in writing bearing date the 11th day of April 1939, signed by Noble P. Barr who at the last mentioned date was Auditor of said County, from which it appears that the said H. C. Chancellor did, on the 11th day of April, 1939, purchase at public auction, at the door of the Court House in said County, the tract, parcel or lot of land lastly in this Indenture described, and which lot was sold to H. C. Chancellor for the sum of Four NO/100 Dollars, being the amount due on the following tracts of land returned delinquent in the name Jeessie Hill for the non-payment of taxes, costs and charges, for the years 1938 payable 1939 and previous years namely:

Lot 20 Wamplers Add. in Bicknell, Indiana.

Whereas: Certificate #31 issued in the name of H. C. Chancellor has been assigned to June R. Freeman on July 5, 1939.

Which said lands have been recorded, among other tracts in the office of said Auditor, as delinquent for the non-payment of taxes, costs and charges due for the years last aforesaid, and a true copy of said record transmitted to the office of the Auditor of State, in manner and form prescribed by law, and legal publication made of the sale of said lands, on the said 20 day of March 1939, and it appearing that the said June R. Freeman is the legal owner of said certificate of purchase 31 and the time fixed by law for redeeming the land therein described having now expired, and none of the savings clauses of the 154th Section of Chapter 9, Revised Statutes of 1852, applying to said tract or parcel of land, and neither the said Jessie Hill nor any person in her behalf, having paid or tendered the amount due the said June R. Freeman on account of the aforesaid purchases, and for taxes by her since paid, and the said June R. Freeman having demanded a Deed for the tract of land mentioned in said certificate, and which was the least quantity of the tract above described that would sell for the amount due thereon for taxes, costs and charges as above specified; and it appearing from the records of the said County Auditor's office, that the aforesaid lands were legally liable for taxation, and had been duly assessed and properly charged on the duplicate with the taxes for the years 1938 payable 1939 and previous years.

THEREFORE, THIS INDENTURE, made this 3 day of May, 1941, between the State of Indiana, by Noble P. Barr Auditor of said County of the first part and the said June R. Freeman of the second part, WITNESSETH, That the said party of the first part, for and in consideration of the premises, has granted, conveyed and sold unto the said party of the

PERSONAL REPRESENTATIVE'S DEED
OF DISTRIBUTION OF OIL AND GAS INTERESTS

THIS INDENTURE WITNESSETH, That GEORGIA LEE SWAYZE is the Personal Representative of the Estate of Mary Esther Joice, deceased. This Estate is pending as Cause Number 42C01-9311-EU-122 in Knox County, Indiana. The Personal Representative, by virtue of the power given a Personal Representative under Indiana Law, hereby distributes to the following persons:

Sue Ann Stahl - an undivided one-third (1/3) interest

Sue Ann Stahl, Trustee of Trust under Will of Mary Esther Joice, FBO Robert W. Swayze, Jr. - an undivided one-third (1/3) interest

Robert W. Swayze, Jr., Trustee of Trust under Will of Mary Esther Joice, FBO Sister Maria Sara Swayze - an undivided one-third (1/3) interest

All of the oil and gas interest owned by the decedent, Mary Esther Joice, (believed to be an undivided 1/4 interest), in and to the following described real estate situated in Knox County, State of Indiana, towit:

Part of Location 113, Township 1 North, and Township 1 South, Range 12 West, bounded and described as follows: Beginning at a point 48.55 chains South 76 1/2 degrees West of the extreme East corner of said Location 113; thence South 76 1/2 degrees West along the line of Location No. 113, 13.65 chains to the line of Lillie Pearl Gilmore's land; thence North 14.51 chains; thence North 89 degrees East 13.26 chains; thence South 11.75 chains to the place of beginning, containing 17.50 acres.

ALSO, 9 acres off the West end of the following described 28 acres of real estate heretofore set off to Jennie Cunningham by Commissioners in the Knox Circuit Court in Cause of Jennie Cunningham and others ex parte partition under date of November 28, 1905, and recorded in Deed Record 38, page 92, in the Recorder's Office of Knox County, Indiana, said 28 acres so set off being bounded and described as follows: Part of Location No. 113, Township No. 1 North, Range No. 12 West, described and bounded as follows, towit: Beginning at a stake the extreme East corner of said Location; thence running South 76 1/2 degrees West along the Location Line 48.55 chains to a stake; thence North 11.75 chains to a stake; thence North 89 degrees East 19.50 chains to a stake on the West line of Survey No. 2; thence South 1 degree East 1.80 chains to a stake the Southwest corner of said Survey No. 2; thence North 89 degrees East along the line of said Survey No. 2, 28 chains to the place of beginning, containing 28 acres.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Clarence F. Kroeger, unmarried, to Edward C. Steckler and George A. Steckler on December 9, 1936, and recorded in the Office of the Knox County Recorder in deed Record 92, Page 132.

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Show

East 1/2 of that parcel of land lying in Location 113 and Section 35, Township 1 North, Range 12 West, and Section 2, Township 1 South, Range 12 West, and lying West of the public highway, being part of the land heretofore deeded to John Carnahan, containing 9 acres, more or less.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Myrtle Baker and August Baker, husband and wife, to Ed C. Steckler and G. A. Steckler on April 19, 1930, and recorded in the Office of the Knox County Recorder in Deed Record 83, Page 548.

Part of the Northwest Quarter of the Southwest Quarter of Section 36, Township 1 North, Range 12 West, bounded and described as follows, to-wit: Beginning at a point, the same being the Southwest corner of the Northwest quarter of the Southwest quarter of Section 36, Township 1 North, Range 12 West; thence East 20 chains; thence North 6.76 chains; thence West 20 chains to the center line of the road; thence South 6.76 chains to the place of beginning, containing 13.52 acres, more or less.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Eva Beard Miles and Ira Miles, her husband, to Edward C. Steckler and George A. Steckler on August 10, 1940, and recorded in the Office of the Knox County Recorder in Deed Record 98, Page 402.

Lots 2 and 3 of the Southeast Fractional Quarter of Section 35;

ALSO, Locations Number 59 and 60;

ALSO, the North Half of Survey Number 2;

ALSO, that part of the Southeast Quarter of Section 26 lying South and East of the Wabash River; all in Town 1 North, Range 12 West, and containing in all 288.77 acres, more or less.

ALSO, Lot No. 1 of Fractional Section 35 in Township 1 North, Range No. 12 West, containing 45.60 acres, more or less, in Decker Township.

All situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by William P. Steckler, unmarried and of legal age, to Edward C. Steckler and George A. Steckler, on February 14, 1942, and recorded in the Office of the Knox County Recorder in Deed Record 101, Page 553 and 554.

The West half of Fractional Section 25, containing 86.20 acres, more or less.

The North half of the Northwest quarter of Section 36, containing 80 acres, more or less.

Forty acres off of the West side of the Northeast quarter of Section 36.

The South half of the Northwest quarter of Section 36, containing 88 acres, more or less.

All being situated in Township 1 North, Range 12 West.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Mary Esther Joice and Robert L. Joice to

825

Edward C. Steckler and George A. Steckler, on April 11, 1949, and recorded in the Office of the Knox County Recorder in Deed Record 121, Page 466.

Part of the Northwest quarter of the Southwest quarter, Section 36, Township 1 North, Range 12 West, beginning at a point the same being North 6.76 chains from the Southwest corner of the Northwest quarter of Southwest quarter of Section 36, Township 1 North, Range 12 West; thence East 20 chains; thence North 3.24 chains; thence West 20 chains to the center of road; thence South 3.24 chains to the place of beginning, containing 6.47 acres, more or less, in Decker Township, Knox County, Indiana.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Bessie Beard Whiting and Grover Whiting, her husband, to Edward C. Steckler and George A. Steckler, on March 1, 1944, and recorded in the Office of the Knox County Recorder in Deed Record 106, Page 175.

The Northeast quarter of Section 1, Township 1 South, Range 12 West, excepting therefrom the School House Site, containing 160 acres, more or less.

ALSO, the Northwest quarter of Section 1, Township 1 South, Range 12 West, containing 160 acres;

ALSO, the Northeast fractional quarter of Section 2, Township 1 South, Range 12 West, containing 67 acres;

ALSO, the South half of the Southwest quarter of Section 36, Township 1 North, Range 12 West, containing 80 acres.

ALSO, the Southwest quarter of the Southeast quarter of Section 36, Township 1 North, Range 12 West, containing 40 acres.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by C. B. Townsend and Lula M. Townsend, his wife, C. C. Smallwood and Mary E. Smallwood, his wife, to Edward C. Steckler and George A. Steckler, on December 12, 1932, and recorded in the Office of the Knox County Recorder in Deed Record 87, Page 151.

All of Location Number 140, Township 1 South, Range 11 West, containing 230 acres; also the East half of the Southeast quarter of fractional Section 6, Township 1 South, Range 11 West, containing 51.40 acres; also Lot Number 3 of Section 6, Township 1 South, Range 11 West, containing 48.44 acres; also Lot Number 4 of Section 6, Township 1 South, Range 11 West, containing 40 acres; also Lot Numbered 5 of Section 6, Township 1 South, Range 11 West, containing 48.44 acres; also Lot Numbered 6 of Section 6, Township 1 South, Range 11 West, containing 52.48 acres; containing in all 470.76 acres.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by Ira D. Schaffer, Receiver of KnoxHarrison Bank and Trust Company to Edward C. Steckler, and George A Steckler, on October 26, 1934, and recorded in the Office of the Knox County Recorder in Deed Record 89, Page 188.

The West fractional half of the Southeast fractional quarter of Section 5, Township 1 South, Range 11 West, containing 19 acres, and the East fractional half of the Southwest fractional quarter of said Section 5, Township 1 South, Range 11 West, containing 56.50 acres, containing in all 75.50 acres.

321
By reason of Erosion of White River, this tract has been reduced to about 10 acres.

Situated in Knox County, Indiana.

The above described real estate being the same real estate deeded by George W. Smith, Administrator of Estate of Ida J. Anthis, to Edward C. Steckler and George A. Steckler, on October 5, 1936, and recorded in the Office of the Knox County Recorder in Deed Record 92, Page 121.

Also, the South half (S1/2) of the Southwest quarter (SW1/4) of Section Twelve (12), Township One (1) South, Range Twelve (12) West, containing Ninety-one and Ninety Hundredths (91.90) acres, more or less.

The North half (N1/2) of the Northwest quarter (NW1/4) of Section Thirteen (13), Township One (1) South, Range Twelve (12) West, containing Ninety-one and Ninety Hundredths (91.90) acres, more or less.

The Southwest quarter (SW1/4) of fractional Section Thirteen (13), Township one (1) South, Range Twelve (12) West, containing One Hundred Eight and One Hundredth (108.01) acres, more or less.

The South half (S1/2) Section Fourteen (14), Township One (1) South, Range Twelve (12) West, containing Three Hundred Twenty-six and Fifty Hundredths (326.50) acres, more or less.

The Northeast quarter (NE1/4) of the Southeast quarter (SE1/4) of Section Fifteen (15), Township One (1) South, Range Twelve (12) West, containing Forty-three (43) acres, more or less.

The South half (S1/2) of the Southeast quarter (SE1/4) of Section Fifteen (15), Township One (1) South, Range Twelve (12) West, containing Eighty-three and Seventy Hundredths (83.70) acres, more or less.

The Northeast quarter (NE1/4) of fractional Section Twenty-two (22), Township One (1) South, Range Twelve (12) West, containing Ninety and Twenty Hundredths (90.20) acres, more or less.

The North half (N1/2) fractional Section Twenty-three (23), Township One (1) South, Range Twelve (12) West, containing One Hundred Forty-eight and Twenty-five Hundredths (148.25) acres, more or less.

The Northwest fractional quarter of fractional Section Twenty-four (24), Township One (1) South, Range Twelve (12) West, containing Four and Forty Hundredths (4.40) acres, more or less.

All of which land is more particularly described in Certificate of Survey dated April 3rd, 1937 by Robert W. Lind, Surveyor of Knox County and which Certificate is recorded in Book 4, on page 554 in Surveyors Records of Knox County, being a total of Nine Hundred Eighty-seven and Eighty-six Hundredths (987.86) acres, more or less, subject to all legal highways.

The above described real estate being the same real estate deeded by the Aetna Life Insurance Company to Edward C. Steckler and George A. Steckler on July 29, 1941, and recorded in the Office of the Knox County Recorder in Deed Record 100, page 462 and 463.

Also the Southeast Fractional quarter of Section One (1), Township One (1) South, Range Twelve (12) West of the Second Principal Meridian, containing 87.44 acres, more or less.

Note: 5.90 acres of above 87.44, sold to C.E. & Helen Parker, Deed Record 156, page 515, copy attached to copy of Deed.

Also all of Location One Forty-eight (148), Township One (1) South, Range Twelve (12) West, excepting therefrom Eighty (80) acres of even width off of the

entire West end thereof, leaving in said tract, exclusive of said exception, One Hundred and Ninety-two (192) acres.

Also, All of Location Eighty-three (83), Town One (1) South, Range Twelve (12) West, containing Two Hundred and Sixty (260) acres, more or less.

Containing in all, 539.44 acres, more or less. *A*

The above described real estate being the same real estate deeded by William Steckler, Jr., single, to George Steckler and Edward Steckler on February 1, 1946, and recorded in the office of the Knox County Recorder in Deed Record 112, page 1.

Also the Northwest Quarter (NW1/4) of Section Eleven (11), Township One (1) South, Range Twelve (12) West. *A*

160A

It is the intent by this Deed to distribute all of the right, title and interest in and to all Oil and Gas owned by the decedent, Mary Esther Joice, in and to the above described real estate to the above referenced persons.

IN WITNESS WHEREOF, the said Georgia Lee Swayze, as Personal Representative of the Estate of Mary Esther Joice, deceased, has hereunto set her hand and seal this 28th day of December, 1995.

Georgia Lee Swayze
Georgia Lee Swayze
Personal Representative of the Estate
of Mary Esther Joice

STATE OF INDIANA)
) SS:
COUNTY OF KNOX)

Before me, the undersigned, a Notary Public in and for said County and State, this 28th day of December, 1995, personally appeared Georgia Lee Swayze, as Personal Representative of the Estate of Mary Esther Joice, deceased, who acknowledged the execution of this conveyance to be her voluntary act and deed on behalf of said Estate for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My commission expires:
4/25/98

Signature Gregory W. Stumm
Printed Gregory W. Stumm
Notary Public, residing in
Knox County, Indiana



This instrument was prepared by Gregory W. Stumm, Attorney at Law.

RECORDED Dec 29 1995 AT 10:30A M
Deed BOOK 255 PAGE 224 FEE \$ 18.00 *Brenda L. Wallace*
RKC

36



* 2011R02076 5 *

2011R02076

KNOX COUNTY RECORDER, IN
04/29/2011 08:24:51AM

**OIL AND GAS LEASE
(Paid Up)**

THIS AGREEMENT, made and entered into this 9th day of April, 2011, by and between Robert W. Swavze, Jr., 6755 S. Boulder Ct., Indianapolis, IN 46217-3905, herein called Lessor (whether one or more), and **COUNTRYMARK ENERGY RESOURCES, LLC**, 7116 Eagle Crest Blvd., Suite C, Evansville, IN 47715, herein called Lessee:

1. Lessor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases, and lets the lands described below, including all interest therein which Lessor may acquire by operation of law, reversion or otherwise (herein called the "Land"), exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas, and their respective constituent products, together with all rights, privileges and easements useful or convenient in connection with the foregoing and in connection with treating, storing, caring for, transporting and removing oil, gases, and their constituent products produced from the Land or other lands adjacent thereto, including but not limited to rights to lay pipelines, build roads, drill, establish and utilize wells and facilities for disposition of water, brine or other fluids, and for enhanced production and recovery operations, and to construct tanks, ponds, power and communication lines, pump and power stations, and other structures and facilities. Said Land is located in Knox County, Indiana, and described as follows, to-wit:

Being further described in Attached Exhibit "A"

and containing 183.80 acres, more or less. It is intended hereby to include herein all lands and interest therein contiguous to or appurtenant to the above described Land and owned or claimed by Lessor, or to which Lessor has a preferential right of acquisition, including but not limited to all lands underlying all alleys, streets, roads or highways and all riparian or submerged lands along and/or underlying any rivers, lakes or other bodies of water. For the purpose of making any payment based on acreage, said Land and its constituent parcels shall be deemed to contain the acreage above stated whether they actually contain more or less. This lease shall cover all the interest in said Land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, produced at the well in liquid form by ordinary production methods, including condensate separated from gas at the well. The term "gas" or "gases" when used in this lease shall mean hydrocarbons produced in a gaseous state at the well (not including condensate separated from gas at the well) including coal bed methane ("CBM") and coal mine methane ("CMM") to the extent and only to the extent that the Lessor owns CBM and/or CMM rights, helium, nitrogen, carbon dioxide and other gases.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as operations are conducted on said Land or land with which said Land is pooled with no cessation for more than 90 consecutive days; provided, however, that in no event shall this lease terminate unless production of oil and/or gas from all wells located on the Land, or on lands pooled or unitized therewith, has permanently ceased, and provided further, however, that for injection purposes this lease shall continue in full force and effect only as to the subsurface strata or stratas into which such injections are being made, together with such surface privileges as may be necessary or desirable to continue such injection. If operations commenced during the primary term are discontinued less than 90 days before the end of the primary term, this lease shall not terminate at the end of the primary term if operations are again conducted within 90 days after the discontinuance. Whenever used in this lease, the word "operations" shall refer to any of the following and any activities related thereto: preparing location for drilling, drilling, testing, completing, equipping, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas whether or not in paying quantities.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said Land, same to be delivered at the wells or to the credit of Lessor in the pipe line to which the wells may be connected, Lessor's interest in either case shall bear its proportion of any expenses for treating oil to make it marketable as crude, or from time to time, at the option of Lessee, Lessee may sell the oil produced and saved from said Land and pay Lessor one-eighth of the net amount realized by Lessee, computed at the wellhead, whether the point of sale is on or off said Land; (b) on gas produced from said Land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, one-eighth of the net market value at the wellhead of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the net amount realized by Lessee computed at the wellhead, from such sale. As used in this lease, the term "net amount realized by Lessee, computed at the wellhead" shall mean the gross proceeds received by Lessee from the sale of the oil and gas minus post-production cost incurred by Lessee between the wellhead and the point of sale, and the term "net market value at the wellhead" shall mean the current market value (at the time of production) of the gas at a market point where gas produced in the general area is commonly purchased and sold, minus post production cost that would be incurred by Lessee between the wellhead and such market point in order to realize that market value. As used in this lease, the term "post production cost" shall mean all cost and expense of (a) treating and processing oil and/or gas to separate and remove non-hydrocarbons including but not limited to water, carbon dioxide, hydrogen sulfide and nitrogen, and (b) separating liquid hydrocarbons from gas, other than condensate separated at the well, and (c) transporting oil and/or gas, including but not limited to transportation between the wellhead and any production or treating facilities, and transportation to the point of sale, and (d) compressing gas for transportation and delivery purposes, and (e) metering oil and/or gas to determine the amount sold and/or the amount used by Lessee for purposes other than those specified in Paragraph numbered Six (6) of this lease, and (f) sales charges, commissions and fees paid to third parties (whether or not affiliated) in connection with the sale of the gas, and (g) any and all other cost and expenses of any kind or nature incurred in regard to the gas or the handling thereof between the wellhead and the point of sale. Lessee may use its

3 pgs
5 pgs

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KNOX COUNTY RECORDER

2011R02076

Countrymark
7116 Eagle Crest Blvd Ste C
Evansville IN 47715

own pipelines and equipment to provide such treating, processing, separating, transportation, compression and metering services, or it may engage others to provide such services; and if Lessee uses its own pipelines and/or equipment, post production cost shall include reasonable depreciation and amortization expenses relating to such facilities, together with Lessee's cost of capital and a reasonable return on its investment in such facilities. Prior to payment of royalty, Lessor shall execute a Division Order certifying Lessor's interest in production. Lessee may pay all taxes and privilege fees levied upon the oil and gas produced, and deduct a proportionate share of the amount so paid from any moneys payable to Lessor hereunder.

4. If any well capable of producing oil and/or gas, whether or not in paying quantities, located on the Land or lands pooled or unitized with all or any part of the Land is at any time shut in and production therefrom is not sold or used of the premises; nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut in, notwithstanding expiration of the primary term. In lieu of any implied covenant to market, Lessee expressly agrees to market oil and/or gas produced from Lessee's wells located on said Land or lands pooled or unitized therewith, but Lessee does not covenant or agree to reinject or recycle gas, to market such oil and/or gas under terms, conditions or circumstances which in Lessee's judgment are uneconomic or otherwise unsatisfactory or to bear more than Lessee's revenue interest share of the cost and expense incurred to make the production marketable. If all wells on said Land or lands pooled or unitized with part or all of the Land, are shut in, then within 60 days after expiration of each period of one year in length (annual period) during which all such wells are shut in, Lessee shall be obligated to pay or tender, as royalty, to Lessor the sum of \$1.00 multiplied by the number of acres subject to this lease, provided, however, that if production from a well or wells located on said Land or lands pooled or unitized therewith is sold or used off the premises before the end of any such period or if at the end of any such annual period this lease is being maintained in force and effect other than solely by reason of the shut-in well(s), Lessee shall not be required to pay or tender said sum of money for that annual period. The shut-in royalty payment may be made in currency, draft or check, at the option of Lessee, and the depositing of such payment in any post office, with sufficient postage and properly addressed to Lessor, within 60 days of the expiration of the annual period shall be deemed sufficient payment as herein provided.

5. Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's sole judgment it is necessary or advisable to do so in order to properly develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the sole judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. Such units may be designated either before or after the completion of wells. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved.

6. Lessee shall have free use of oil, gas and water from said Land, except from Lessor's wells and tanks, for all operations hereunder, including re-pressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said Land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth. Lessee shall pay for damages caused by its operations to growing crops on said Land. No well shall be drilled within two hundred (200) feet of any residence or barn now on said Land without Lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said Land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

7. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change or division in ownership of the Land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee or require the installation of separate measuring tanks. No such change or division in the ownership of the Land or royalties shall be binding upon Lessee for any purpose until 45 days after Lessee has received written notice of such change and the originals or certified copies of those instruments which have been properly filed for record and that shall be necessary in the opinion of Lessee to establish the validity of such change of ownership or division of interest. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if assignee of part or parts hereof shall fail to comply with any provision of the lease, such default shall not affect this lease in so far as it covers the part of said Lands retained by Lessee or another assignee.

8. If, after the date hereof, the leased premises shall be conveyed in severalty or in separate tracts, the premises shall, nevertheless, be developed and operated as one lease, except that royalties as to any producing well(s) shall be payable to the owner or owners of only those tracts located within the drilling unit designated by the state regulatory agency for such well and apportioned among said tracts on a surface acreage basis; provided, however, if a portion of the leased premises is pooled or unitized with other lands for the purpose of operating the pooled unit as one lease, this paragraph shall be inoperative as to the portion so pooled or unitized.

9. When drilling or other operations are delayed or interrupted as a result of any cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee. Lessee shall not be held liable in damages for failure to comply with any express or implied covenant of this lease if compliance is prevented by, or if such failure is the result of any State, Federal, or Municipal law, ordinance, Executive order, rule or regulation.

10. Lessor hereby warrants and agrees to defend the title to said Land, agrees that Lessee, at its option, may discharge any tax, mortgage, or other lien upon said Land, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is

agreed that, if Lessor owns an interest in the oil and gas and like minerals underlying said Land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately. This lease shall be binding upon all who execute it, and they shall be considered Lessors, whether of not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease.

11. In the event Lessor considers that Lessee has failed to comply with any obligation hereunder, express or implied, Lessor shall notify Lessee in writing specifying in what respects Lessor claims Lessee has breached this lease. The service of such notice and the lapse of sixty days without Lessee's meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause. If within sixty days after receipt of such notice Lessee shall meet or commence to meet the breaches alleged by Lessor, Lessee shall not be deemed in default hereunder. The breach by Lessee of any obligation hereunder shall not work as forfeiture or termination, in whole or in part, of this lease.

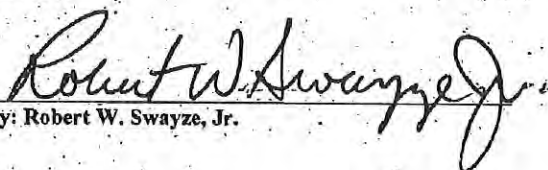
12. The undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender, release and waive all right of dower and homestead in the premises herein described, in so far as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

13. Lessor hereby grants to Lessee the right and option to extend the primary term of this lease as to the Land or any part thereof for an additional primary term of Three (3) years commencing on the date the lease would have expired but for the extension, by paying or tendering to Lessor on or before the expiration of the initial primary term of this lease the sum of Fifteen Dollars (\$ 15.00) per acre for all or that part of the Land which Lessee elects to continue to hold hereunder. The provisions of this Paragraph shall be binding upon Lessor and Lessee and their heirs, successors, representatives, sublessees and assigns. In the event Lessee elects to exercise the option referred to above on less than all of the original leasehold acreage, the Lessee shall include with its payment a tender, a plat indicating which acreage the tender or payment is designed to cover along with a written description thereof.

14. ADDITIONAL TERMS:

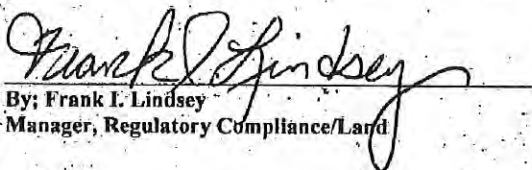
IN WITNESS WHEREOF, Lessors have signed this lease on the date first above written:

LESSOR


By: Robert W. Swayze, Jr.

LESSEE:

Countrymark Energy Resources, LLC


By: Frank I. Lindsey
Manager, Regulatory Compliance/Land

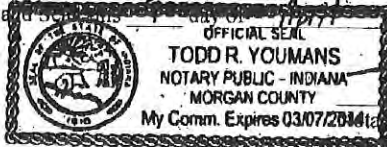
ACKNOWLEDGEMENTS
Individual Acknowledgement

STATE OF Indiana)
) SS:
COUNTY OF Marion)

I, Todd R. Youmans, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Robert W. Swyze Jr. personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Seal this 9 day of April, 2011.

My Commission Expires:
03/07/2014



T.R.Y.

Notary Public
County of Residence Morgan

Corporate Acknowledgement

STATE OF Indiana)
) SS:
COUNTY OF Vanderburgh)

I, Kathy Lloyd, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Frank Sanders of Countrymark Energy Resources, LLC to me personally known as the Manager, Reg. Comp. Land Countrymark Energy Resources, LLC and also known to me to be the same person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said corporation, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

Given under my hand and Seal, this 25th day of April, 2011.

My Commission Expires:
9-14-2014

Kathy Lloyd

Notary Public
County of Residence Gibson



This instrument was prepared by: Kathy Lloyd I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Kathy Lloyd

EXHIBIT "A"

The South half (S/2) of the Southwest quarter (SW/4) of Section Twelve (12), Township One (1) South, Range Twelve (12) West, containing Ninety-one and Ninety Hundredths (91.90) acres, more or less.

The North half (N/2) of the Northwest quarter (NW/4) of Section Thirteen (13), Township One (1) South, Range Twelve (12) West, containing Ninety-one and Ninety Hundredths (91.90) acres, more or less.

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2011R03803

KNOX COUNTY RECORDER, IN

08/11/2011 08:19:02AM

**OIL AND GAS LEASE
(Paid Up)**

THIS AGREEMENT, made and entered into this _____ day of April, 2011, by and between Sue Ann Stahl, 3017 Anniston Drive, Indianapolis, IN 46227, herein called Lessor (whether one or more), and **COUNTRYMARK ENERGY RESOURCES, LLC, 7116 Eagle Crest Blvd., Suite C, Evansville, IN 47715**, herein called Lessee:

1. Lessor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases, and lets the lands described below, including all interest therein which Lessor may acquire by operation of law, reversion or otherwise (herein called the "Land"), exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas, and their respective constituent products, together with all rights, privileges and easements useful or convenient in connection with the foregoing and in connection with treating, storing, caring for, transporting and removing oil, gases, and their constituent products produced from the Land or other lands adjacent thereto, including but not limited to rights to lay pipelines, build roads, drill, establish and utilize wells and facilities for disposition of water, brine or other fluids, and for enhanced production and recovery operations, and to construct tanks, ponds, power and communication lines, pump and power stations, and other structures and facilities. Said Land is located in Knox County, Indiana, and described as follows, to-wit:

Being further described in Attached Exhibit "A"

and containing .183.80 acres, more or less. It is intended hereby to include herein all lands and interest therein contiguous to or appurtenant to the above described Land and owned or claimed by Lessor, or to which Lessor has a preferential right of acquisition, including but not limited to all lands underlying all alleys, streets, roads or highways and all riparian or submerged lands along and/or underlying any rivers, lakes or other bodies of water. For the purpose of making any payment based on acreage, said Land and its constituent parcels shall be deemed to contain the acreage above stated whether they actually contain more or less. This lease shall cover all the interest in said Land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, produced at the well in liquid form by ordinary production methods, including condensate separated from gas at the well. The term "gas" or "gases" when used in this lease shall mean hydrocarbons produced in a gaseous state at the well (not including condensate separated from gas at the well) including coal bed methane ("CBM") and coal mine methane ("CMM") to the extent and only to the extent that the Lessor owns CBM and/or CMM rights, helium, nitrogen, carbon dioxide and other gases.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as operations are conducted on said Land or land with which said Land is pooled with no cessation for more than 90 consecutive days; provided, however, that in no event shall this lease terminate unless production of oil and/or gas from all wells located on the Land, or on lands pooled or unitized therewith, has permanently ceased, and provided further, however, that for injection purposes this lease shall continue in full force and effect only as to the subsurface strata or stratas into which such injections are being made, together with such surface privileges as may be necessary or desirable to continue such injection. If operations commenced during the primary term are discontinued less than 90 days before the end of the primary term, this lease shall not terminate at the end of the primary term if operations are again conducted within 90 days after the discontinuance. Whenever used in this lease, the word "operations" shall refer to any of the following and any activities related thereto: preparing location for drilling, drilling, testing, completing, equipping, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas whether or not in paying quantities.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said Land, same to be delivered at the wells or to the credit of Lessor in the pipe line to which the wells may be connected, Lessor's interest in either case shall bear its proportion of any expenses for treating oil to make it marketable as crude, or from time to time, at the option of Lessee, Lessee may sell the oil produced and saved from said Land and pay Lessor one-eighth of the net amount realized by Lessee, computed at the wellhead, whether the point of sale is on or off said Land; (b) on gas produced from said Land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, one-eighth of the net market value at the wellhead of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the net amount realized by Lessee computed at the wellhead, from such sale. As used in this lease, the term "net amount realized by Lessee, computed at the wellhead" shall mean the gross proceeds received by Lessee from the sale of the oil and gas minus post-production cost incurred by Lessee between the wellhead and the point of sale, and the term "net market value at the wellhead" shall mean the current market value (at the time of production) of the gas at a market point where gas produced in the general area is commonly purchased and sold, minus post production cost that would be incurred by Lessee between the wellhead and such market point in order to realize that market value. As used in this lease, the term "post production cost" shall mean all cost and expense of (a) treating and processing oil and/or gas to separate and remove non-hydrocarbons including but not limited to water, carbon dioxide, hydrogen sulfide and nitrogen, and (b) separating liquid hydrocarbons from gas, other than condensate separated at the well, and (c) transporting oil and/or gas, including but not limited to transportation between the wellhead and any production or treating facilities, and transportation to the point of sale, and (d) compressing gas for transportation and delivery purposes, and (e) metering oil and/or gas to determine the amount sold and/or the amount used by Lessee for purposes other than those specified in Paragraph numbered Six (6) of this lease, and (f) sales charges, commissions and fees paid to third parties (whether or not affiliated) in connection with the sale of the gas, and (g) any and all other cost and expenses of any kind or nature incurred in regard to the gas or the handling thereof between the wellhead and the point of sale. Lessee may use its

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KNOX COUNTY RECORDER

Countrymark Energy
7116 Eagle Crest Blvd
Suite C
Evansville IN 47715

own pipelines and equipment to provide such treating, processing, separating, transportation, compression and metering services, or it may engage others to provide such services; and if Lessee uses its own pipelines and/or equipment, post production cost shall include reasonable depreciation and amortization expenses relating to such facilities, together with Lessee's cost of capital and a reasonable return on its investment in such facilities. Prior to payment of royalty, Lessor shall execute a Division Order certifying Lessor's interest in production. Lessee may pay all taxes and privilege fees levied upon the oil and gas produced, and deduct a proportionate share of the amount so paid from any moneys payable to Lessor hereunder.

4. If any well capable of producing oil and/or gas, whether or not in paying quantities, located on the Land or lands pooled or unitized with all or any part of the Land is at any time shut in and production therefrom is not sold or used of the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut in, notwithstanding expiration of the primary term. In lieu of any implied covenant to market, Lessee expressly agrees to market oil and/or gas produced from Lessee's wells located on said Land or lands pooled or unitized therewith, but Lessee does not covenant or agree to reinject or recycle gas, to market such oil and/or gas under terms, conditions or circumstances which in Lessee's judgment are uneconomic or otherwise unsatisfactory or to bear more than Lessee's revenue interest share of the cost and expense incurred to make the production marketable. If all wells on said Land or lands pooled or unitized with part or all of the Land, are shut in, then within 60 days after expiration of each period of one year in length (annual period) during which all such wells are shut in, Lessee shall be obligated to pay or tender, as royalty, to Lessor the sum of \$1.00 multiplied by the number of acres subject to this lease, provided, however, that if production from a well or wells located on said Land or lands pooled or unitized therewith is sold or used off the premises before the end of any such period or if at the end of any such annual period this lease is being maintained in force and effect other than solely by reason of the shut-in well(s), Lessee shall not be required to pay or tender said sum of money for that annual period. The shut-in royalty payment may be made in currency, draft or check, at the option of Lessee, and the depositing of such payment in any post office, with sufficient postage and properly addressed to Lessor, within 60 days of the expiration of the annual period shall be deemed sufficient payment as herein provided.

5. Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's sole judgment it is necessary or advisable to do so in order to properly develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the sole judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. Such units may be designated either before or after the completion of wells. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved.

6. Lessee shall have free use of oil, gas and water from said Land, except from Lessor's wells and tanks, for all operations hereunder, including re-pressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said Land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth. Lessee shall pay for damages caused by its operations to growing crops on said Land. No well shall be drilled within two hundred (200) feet of any residence or barn now on said Land without Lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said Land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

7. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change or division in ownership of the Land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee or require the installation of separate measuring tanks. No such change or division in the ownership of the Land or royalties shall be binding upon Lessee for any purpose until 45 days after Lessee has received written notice of such change and the originals or certified copies of those instruments which have been properly filed for record and that shall be necessary in the opinion of Lessee to establish the validity of such change of ownership or division of interest. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if assignee of part or parts hereof shall fail to comply with any provision of the lease, such default shall not affect this lease in so far as it covers the part of said Lands retained by Lessee or another assignee.

8. If, after the date hereof, the leased premises shall be conveyed in severalty or in separate tracts, the premises shall, nevertheless, be developed and operated as one lease, except that royalties as to any producing well(s) shall be payable to the owner or owners of only those tracts located within the drilling unit designated by the state regulatory agency for such well and apportioned among said tracts on a surface acreage basis; provided, however, if a portion of the leased premises is pooled or unitized with other lands for the purpose of operating the pooled unit as one lease, this paragraph shall be inoperative as to the portion so pooled or unitized.

9. When drilling or other operations are delayed or interrupted as a result of any cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee. Lessee shall not be held liable in damages for failure to comply with any express or implied covenant of this lease if compliance is prevented by, or if such failure is the result of any State, Federal, or Municipal law, ordinance, Executive order, rule or regulation.

10. Lessor hereby warrants and agrees to defend the title to said Land, agrees that Lessee, at its option, may discharge any tax, mortgage, or other lien upon said Land, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is

agreed that, if Lessor owns an interest in the oil and gas and like minerals underlying said Land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately. This lease shall be binding upon all who execute it, and they shall be considered Lessors, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease.

11. In the event Lessor considers that Lessee has failed to comply with any obligation hereunder, express or implied, Lessor shall notify Lessee in writing specifying in what respects Lessor claims Lessee has breached this lease. The service of such notice and the lapse of sixty days without Lessee's meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause. If within sixty days after receipt of such notice Lessee shall meet or commence to meet the breaches alleged by Lessor, Lessee shall not be deemed in default hereunder. The breach by Lessee of any obligation hereunder shall not work as forfeiture or termination, in whole or in part, of this lease.

12. The undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender, release and waive all right of dower and homestead in the premises herein described, in so far as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

13. Lessor hereby grants to Lessee the right and option to extend the primary term of this lease as to the Land or any part thereof for an additional primary term of Three (3) years commencing on the date the lease would have expired but for the extension, by paying or tendering to Lessor on or before the expiration of the initial primary term of this lease the sum of Fifteen Dollars (\$ 15.00) per acre for all or that part of the Land which Lessee elects to continue to hold hereunder. The provisions of this Paragraph shall be binding upon Lessor and Lessee and their heirs, successors, representatives, sublessees and assigns. In the event Lessee elects to exercise the option referred to above on less than all of the original leasehold acreage, the Lessee shall include with its payment a tender, a plat indicating which acreage the tender or payment is designed to cover along with a written description thereof.

4. ADDITIONAL TERMS:

IN WITNESS WHEREOF, Lessors have signed this lease on the date first above written:

LESSOR

Sue Ann Stahl

By: Sue Ann Stahl

LESSEE:

Countrymark Energy Resources, LLC

Frank I. Lindsey

By: Frank I. Lindsey
Manager, Regulatory Compliance/Land

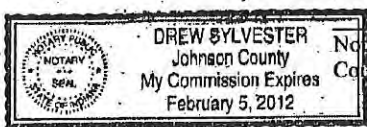
ACKNOWLEDGEMENTS
Individual Acknowledgement

STATE OF IN)
) SS:
COUNTY OF Marion)

I, Drew Sylvester, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Sue Stahl, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Seal, this 9 day of May, 2011.

My Commission Expires: 4/5/11



Drew Sylvester
Notary Public
County of Residence Marion

Corporate Acknowledgement

STATE OF Indiana)
) SS:
COUNTY OF Vanderburgh)

I, Kathy Lloyd, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Frank J. Lindsey of Countrimark Energy Resources, LLC, to me personally known as the Managing Gen. Comp./LAWD of Countrimark Energy Resources, LLC and also known to me to be the same person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said corporation, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

Given under my hand and Seal, this 16th day of MAY, 2011.

My Commission Expires: 9-14-2014

Kathy Lloyd
Notary Public
County of Residence Gibson



This instrument was prepared by: Kathy Lloyd. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

EXHIBIT "A"

The South half (S/2) of the Southwest quarter (SW/4) of Section Twelve (12), Township One (1) South, Range Twelve (12) West, containing Ninety-one and Ninety Hundredths (91.90) acres, more or less.

The North half (N/2) of the Northwest quarter (NW/4) of Section Thirteen (13), Township One (1) South, Range Twelve (12) West, containing Ninety-one and Ninety Hundredths (91.90) acres, more or less.



201200005785
Filed for Record in
GIBSON COUNTY, INDIANA
DEBBIE S WETHINGTON, RECORDER
11-08-2012 At 02:00:24 pm.
COAL LEASE 29.00

201200005785
GIBSON COUNTY ABSTRACT TITLE COMPANY
P.O. BOX 2
PRINCETON IN 47670

Instrument PG 1 OF 9
201200005785

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Form-11-10-mod

Tract No. _____

MEMORANDUM OF COAL LEASE AGREEMENT

This Memorandum of Coal Lease Agreement ("Agreement") is made and entered into effective as of the 5 day of OCTOBER, 2012, by and between SUE ANNE STAHL, 3017 Anniston Drive, Indianapolis, Indiana 46227, SUE ANNE STAHL, TRUSTEE of that certain trust f/b/o Robert W. Swayze, Jr. et al created under and established pursuant to the Last Will and Testament of Georgia Lee Swayze dated April 30, 1996, 3017 Anniston Drive, Indianapolis, Indiana 46227, SUE ANNE STAHL, TRUSTEE of that certain trust f/b/o Robert W. Swayze, Jr. et al created under and established pursuant to the Last Will and Testament of Mary Esther Joice dated July 27, 1993, 3017 Anniston Drive, Indianapolis, Indiana 46227, SISTER MARIA SARA SWAYZE, Sisters of Sts Cyril and Methodius at Villa Sacred Heart, Danville, Pennsylvania 17821, and ROBERT W. SWAYZE, JR., TRUSTEE of that certain trust f/b/o Sister Maria Sara Swayze et al created under and established pursuant to the Last Will and Testament of Mary Esther Joice dated July 27, 1993, 6755 South Boulder Court, Indianapolis, Indiana 46217-3905, hereinafter (whether one or more) referred to as "Lessor," and GIBSON COUNTY COAL, LLC, a Delaware limited liability company, with a mailing address of Suite 500, 771 Corporate Drive, Lexington, Kentucky 40503, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, Lessor owns the coal in and underlying that certain property located in Knox County, Indiana, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "Premises"); and

WHEREAS, Lessor has, by Coal Lease Agreement of even date herewith (the "Lease"), leased, let and demised unto Lessee all of the minable and merchantable coal and all other minerals lying within, embedded within or associated with the coal, including, but not limited to coalbed methane, coal mine methane and gob gas, within and underlying the Premises (hereinafter collectively referred to as the "Leased Coal").

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein and in the Lease, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor has and does hereby lease, let, grant and demise unto Lessee the Leased Coal, together with the exclusive right and privilege of mining, excavating and removing the Leased Coal by all underground methods of mining, the exclusive right and privilege of processing, marketing, transporting and shipping the Leased Coal, and the

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9pgs
427. ck

Gibson Co Abstract
213 N Hart St
Princeton IN 47670

right and privilege to use the Premises in the manner set forth in the Lease, all subject to and in accordance with the terms, conditions, provisions and limitations contained in the Lease.

EXCEPTING and RESERVING, however, unto Lessor all ownership interests in and to the other minerals in, on and underlying the Premises not granted, demised and leased hereunder, together with the right to utilize the same to the extent that such utilization does not interfere with Lessee's mining operations and other activities hereunder.

This Agreement is made upon the additional terms and provisions contained in the Lease, including but not limited to the following, to wit:

Lessor does hereby grant and demise unto Lessee the right to transport men, supplies, air, power, communications, materials and coal, including coal mined from other properties, under and through the Premises, to utilize the underground passageways and mine workings within and underlying the Premises for ventilation, transportation, storage/injection of mine slurry and similar products, and to impact or make use of the Premises, including the surface and subsurface thereof and water sources thereon and thereunder, for surveying, exploration, core hole development, de-watering and rescue operations, plugging of abandoned oil and gas wells, facilitating Lessee's compliance with federal, state and local laws, rules and regulations and all other purposes deemed necessary, convenient or incidental to Lessee for the exploration, development, mining, producing, drilling, excavation, removal, processing, transporting, storing, marketing and shipping of the Leased Coal and any other coal now or hereafter owned, leased or controlled by Lessee; provided, however, that Lessee (i) shall not enter upon the surface of the Premises for any purpose without first providing notice to Lessor of its intent to do so, (ii) shall not have the right to construct any buildings, structures or other improvements upon the surface of the Premises without Lessor's prior written consent, (iii) shall exercise the rights granted hereunder in a manner reasonably designed to cause the least damage to and interference with Lessor's use of the surface, and (iv) shall repair and restore and/or compensate Lessor for any damage to the surface, growing crops and structures thereon and the subsoil and water sources therein and thereunder resulting from its operations.

Notwithstanding the foregoing, it is understood and agreed that the rights granted above are granted to Lessee only to the extent and insofar as Lessor has the right to grant same under the deeds pursuant to which it holds title to the Leased Coal and the Premises, and such rights are subject to all interests and rights of the owners of the surface, timber and other estates in and to the Premises to the extent not owned by Lessor.

The parties agree that the Leased Coal and Premises may be mined and used in conjunction with any and all other coal and lands now or hereafter owned, leased or controlled by the Lessee. Lessee shall have the right to drive entries and air courses across the outside boundaries of the Premises where such boundaries are contiguous to other lands or coal seams now or hereafter owned or leased by Lessee, and Lessor hereby expressly waives all duty, statutory or otherwise, on the part of Lessee to maintain a barrier pillar in the coal on either or both sides of such outside boundaries.

Lessor waives, releases and relinquishes all rights it may have to subjacent and lateral support of the surface of the Premises and superincumbent seams of coal contained therein, and releases and discharges Lessee from all claims for damages arising therefrom; provided, however, that Lessee shall be liable for the repair and restoration of any and all subsidence damage to currently existing structures owned by Lessor on the Premises resulting from Lessee's operations hereunder. Lessor further transfers to Lessee any rights to or waivers of subjacent or lateral support it may have relating to the Premises, and any release of damages related thereto, contained in the coal or mineral severance deed(s) or other deed(s) or instrument(s) through which Lessor owns the Leased Coal or Premises.

The Lease shall be and extend for an initial term of ten (10) years from and after the date hereof, with the right of Lessee to extend the Lease thereafter for successive one (1) year periods, whether or not mining of the Leased Coal was commenced during the initial term, for as long as mining operations are being conducted by or for Lessee in the coal field of which the Premises is a part (said coal field (the "Coal Field") being described on Exhibit B attached hereto and incorporated herein by reference) or until exhaustion of the Leased Coal, whichever is later. Each extension of the Lease shall be subject to the terms and conditions set forth therein and shall take effect automatically unless Lessee has provided written notice of termination of the Lease prior to the beginning of any extended term.

Lessee shall have the right, after termination of the Lease for any reason, and without the obligation to make payment of Minimum Royalty, to enter within the Premises for the purpose of reclaiming areas disturbed by mining operations and otherwise complying with the requirements of any local, state or federal law, rule, regulation or ordinance, to utilize the underground passageways and mine workings within and underlying the Premises for ventilation, transportation, storage/injection of mine slurry and similar products, and any other purpose deemed necessary or desirable in connection with its operations in the area, and to remove from the Premises all structures, mining equipment, supplies and all other property which the Lessee has placed or caused to be placed thereon. It is fully understood and agreed that the foregoing rights shall survive the expiration, cancellation, forfeiture or other termination of the Lease.

Lessor agrees to exercise, upon request by Lessee and at no cost to Lessor, any rights it may have under any oil and gas lease, right-of-way agreement or easement agreement affecting the Premises to require the oil and gas lessee or right-of-way/easement grantee to remove or relocate any pipelines which interfere with Lessee's mining operations hereunder. In addition, Lessor agrees that any future grant(s) of oil and gas leases or pipeline easements/rights-of way shall require the lessee or grantee thereof, at its own expense, to remove and/or relocate pipelines at the request of the Lessee.

Lessor Warrants Generally its title to the Leased Coal, and the Lease covers and/or binds all interest in and to the Leased Coal and the Premises which Lessor now owns or may hereafter acquire. In addition, if, at any time during the initial ten-year term of this Agreement, Lessee identifies any coal (or undivided interest therein) owned by Lessor in the Coal Field that is not described on Exhibit A hereto, then such coal shall, at Lessee's option, same to be exercised by written notice to Lessor, be deemed Leased Coal hereunder from and after the date of such notice. Lessee shall be authorized to pay all royalties of whatever nature as set forth in the

Lease, and no change or division in ownership of the Leased Coal shall be binding upon Lessee for any purpose until the person acquiring such interest has furnished to Lessee a copy or copies of the properly recorded instrument or instruments pursuant to which such interest was acquired. All other terms and provisions of the Lease are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Coal Lease Agreement, same to be effective as of the day and year first above written.

LESSOR

Sue Anne Stahl
SUE ANNE STAHL

Sue Anne Stahl, Trustee
SUE ANNE STAHL, TRUSTEE
UNDER THE WILL OF GEORGIA
LEE SWAYZE F/B/O ROBERT W.
SWAYZE, JR. ET AL

Sue Anne Stahl, Trustee
SUE ANNE STAHL, TRUSTEE
UNDER THE WILL OF MARY
ESTHER JOICE F/B/O ROBERT W.
SWAYZE, JR. ET AL

Sister Maria Sara Swayze
SISTER MARIA SARA SWAYZE

Robert W. Swayze, Jr. Trustee
ROBERT W. SWAYZE, JR. TRUSTEE
UNDER THE WILL OF MARY
ESTHER JOICE F/B/O SISTER MARIA
SARA SWAYZE ET AL

LESSEE

GIBSON COUNTY COAL, LLC,
a Delaware limited liability company,

By: Kendall S. Barret
Kendall S. Barret,
Vice President - Land Management,
An Authorized Officer

STATE OF Indiana
COUNTY OF Marion

The foregoing instrument was acknowledged before me by Sue Anne Stahl, individually, as Trustee under the Will of Georgia Lee Swayze, and as Trustee under the Will of Mary Esther Joice, for and on behalf the Trusts, on this the 5 day of October, 2012.



Christy Walton
NOTARY PUBLIC (Signature)

My Commission Expires: 5/6/18

STATE OF PA
COUNTY OF Montour

The foregoing instrument was acknowledged before me by Sister Maria Sara Swayze, on this the 12 day of Oct, 2012.

[Signature]
NOTARY PUBLIC (Signature)

My Commission Expires
**Register & Recorder
Linda L. Weaver
MONTOUR COUNTY
My Commission Expires
1st Mon. Jan. 2016**

STATE OF Indiana
COUNTY OF Marion

The foregoing instrument was acknowledged before me by Robert W. Swayze, Jr., Trustee under the Will of Mary Esther Joice, for and on behalf of the Trust, on this the 5 day of October, 2012.



Sonia Hernandez
NOTARY PUBLIC (Signature)

My Commission Expires: June 5, 2015

STATE OF KENTUCKY
COUNTY OF FAUETTE

The foregoing instrument was acknowledged before me by Kendall S. Barret, Vice President - Land Management of Gibson County Coal, LLC, a Delaware limited liability company, on behalf of the company, on this the 31st day of October, 2012.

Ann W. Greenwell
NOTARY PUBLIC (Signature) #468016



Commission Expires: June 30, 2016

THIS INSTRUMENT PREPARED BY:

Kendall S. Barret
Kendall S. Barret, Vice President - Land Management and Corporate Counsel
Gibson County Coal, LLC
771 Corporate Drive, Suite 500
Lexington, Kentucky 40503
(859) 224-7200

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

EXHIBIT A

The following described property located in Knox County, Indiana:

Description of Property:

TRACT 1:

The South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section Twelve (12), Township One (1) South, Range Twelve (12) West, Knox County, Indiana, containing Ninety-one and Ninety Hundredths (91.90) acres, more or less.

TRACT 2:

The North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Thirteen (13), Township One (1) South, Range Twelve (12) West, Knox County, Indiana, containing Ninety-one and Ninety Hundredths (91.90) acres, more or less.

TRACT 3:

The Southwest Quarter (SW 1/4) of Fractional Section Thirteen (13), Township One (1) South, Range Twelve (12) West, Knox County, Indiana, containing One Hundred Eight and One Hundredth (108.01) acres, more or less.

TRACT 4:

The South Half (S 1/2) of Section Fourteen (14), Township One (1) South, Range Twelve (12) West, Knox County, Indiana, containing three Hundred Twenty-six and Fifty Hundredths (326.50) acres, more or less.

TRACT 5:

The Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Fifteen (15), Township One (1) South, Range Twelve (12) West, Knox County, Indiana, containing Forty three (43) acres, more or less.

TRACT 6:

The South Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section Fifteen (15), Township One (1) South, Range Twelve (12) West, Knox County, Indiana, containing Eighty-three and Seventy Hundredths (83.70) acres, more or less.

TRACT 7:

The Northeast Quarter (NE 1/4) of Fractional Section Twenty-two (22), Township One (1) South, Range Twelve (12) West, Knox County, Indiana, containing Ninety and Twenty Hundredths (90.20) acres, more or less.

TRACT 8:

The North Half (N 1/2) Fractional Section Twenty-three (23), Township One (1) South, Range Twelve (12) West, Knox County, Indiana, containing One Hundred Forty-eight and Twenty-five Hundredths (148.25) acres, more or less.

TRACT 9:

The Northwest Fractional Quarter of Fractional Section Twenty-four (24), Township One (1) South, Range Twelve (12) West, Knox County, Indiana, containing Four and Forty Hundredths (4.40) acres, more or less.

Source of Title:

Being part of the same interest in the coal devised to Sue Anne Stahl by the Last Will and Testament of Mary Esther Joice as admitted to probate in the Circuit Court of Knox County, Indiana, in that cause entitled "In the Matter of the Estate of Mary Esther Joice, Deceased," docketed as Estate No. 42C01-9311-EU-122, as to an undivided 1/6 interest; and being further part of the same property devised to Sue Anne Stahl by the Last Will and Testament of Georgia Lee Swayze as admitted to probate by the Circuit Court of Knox County, Indiana, in that cause entitled "In the Matter of the Estate of Georgia Lee Swayze," docketed as Cause No. 42C01-1201-EM-38, as to an undivided 1/6 interest in the coal and an undivided 1/12 remainder interest in the coal, subject to the life estate of Sister Maria Sara Swayze.

Being part of the same property devised to Sue Anne Stahl, Trustee u/w Georgia Lee Swayze f/b/o Robert W. Swayze, Jr. et al by the Last Will and Testament of Georgia Lee Swayze as admitted to probate by the Circuit Court of Knox County, Indiana, in that cause entitled "In the Matter of the Estate of Georgia Lee Swayze," docketed as Cause No. 42C01-1201-EM-38, as to an undivided 1/6 interest in the coal and an undivided 1/12 remainder interest in the coal, subject to the life estate of Sister Maria Sara Swayze.

Being part of the same interest in the coal devised to Sue Anne Stahl, Trustee u/w Mary Esther Joice f/b/o Robert W. Swayze, Jr. et al by the Last Will and Testament of Mary Esther Joice as admitted to probate in the Circuit Court of Knox County, Indiana, in that cause entitled "In the Matter of the Estate of Mary Esther Joice, Deceased," docketed as Estate No. 42C01-9311-EU-122, as to an undivided 1/6 interest

Being part of the same property devised to Sister Maria Sara Swayze for and during her lifetime by the Last Will and Testament of Georgia Lee Swayze as admitted to probate by the Circuit Court of Knox County, Indiana, in that cause entitled "In the Matter of the Estate of Georgia Lee Swayze," docketed as Cause No. 42C01-1201-EM-38, as to an undivided 1/3 interest.

Being part of the same interest in the coal devised to Robert W. Swayze, Jr., Trustee u/w Mary Esther Joice f/b/o Sister Mary Sara Swayze by the Last Will and Testament of Mary Esther Joice as admitted to probate in the Circuit Court of Knox County, Indiana, in that cause entitled "In the Matter of the Estate of Mary Esther Joice, Deceased," docketed as Estate No. 42C01-9311-EU-122, as to an undivided 1/6 interest.

EXHIBIT B

Coalfield Description

T1S R11W, the East 2/3 of T1S R12W, the North 1/3 T2S R11W and the North 1/3 of the East 2/3 of T2S R12W, all in Gibson County, Indiana.



* 2 0 1 5 R 0 1 3 2 8 6 *

2015R01328

LISA CLARK-BENOCK
KNOX COUNTY RECORDER
VINCENNES, IN
RECORDED ON
03/24/2015 10:01:10AM
REC FEE:22.00
PAGES: 6

38

AMENDMENT TO COAL LEASE AGREEMENT

THIS AMENDMENT TO COAL LEASE AGREEMENT ("Amendment") is made and entered into effective as of the 6th day of February, 2015 (the "Effective Date"), by and between SUE ANNE STAHL, 3017 Anniston Drive, Indianapolis, Indiana 46227, SUE ANNE STAHL, TRUSTEE of that certain trust f/b/o Robert W. Swayze, Jr. et al created under and established pursuant to the Last Will and Testament of Georgia Lee Swayze dated April 30, 1996, 3017 Anniston Drive, Indianapolis, Indiana 46227, SUE ANNE STAHL, TRUSTEE of that certain trust f/b/o Robert W. Swayze, Jr. et al created under and established pursuant to the Last Will and Testament of Mary Esther Joice dated July 27, 1993, 3017 Anniston Drive, Indianapolis, Indiana 46227, SISTER MARIA SARA SWAYZE, Sisters of Sts Cyril and Methodius at Villa Sacred Heart, Danville, Pennsylvania 17821, and ROBERT W. SWAYZE, JR., TRUSTEE of that certain trust f/b/o Sister Maria Sara Swayze et al created under and established pursuant to the Last Will and Testament of Mary Esther Joice dated July 27, 1993, 6755 South Boulder Court, Indianapolis, Indiana 46217-3905, hereinafter (whether one or more) referred to as "Lessor," and GIBSON COUNTY COAL, LLC, a Delaware limited liability company, with a mailing address of 1146 Monarch Street, Lexington, Kentucky 40513, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to that certain Coal Lease Agreement dated October 5, 2012, a Memorandum of Coal Lease Agreement of even date therewith being of record as Document No. ~~201200005785~~ 2012406035 in the office of the Knox County Recorder (collectively, the "Lease"); and

WHEREAS, the parties hereto desire to amend the Lease, as more fully hereinafter set forth.

NOW, THEREFORE, for and in consideration of the performance and observance of the terms and provisions of the Lease and this Amendment, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties hereto agree that from and after the Effective Date hereof, the Lease shall be and is hereby amended as follows, to wit:

1. **ADDITION OF PROPERTY.** The coal in and underlying that certain property described on Exhibit A attached hereto and incorporated herein by reference is hereby added to the terms of the Lease and shall be deemed Leased Coal hereunder from and after the Effective Date, and

6pgs
21
100
22

Gibson Co Abstract
213N. HART ST.
P.O. Box 2 4767
Princeton, IN

the property described on said Exhibit A shall be deemed part of the Premises from and after the Effective Date.

2. EXHIBIT B. Exhibit B to the Lease is hereby deleted in its entirety and replaced with Exhibit B attached hereto and incorporated herein by reference.

3. EFFECT OF AMENDMENT. Lessor does hereby ratify and affirm the Lease, and the parties agree that, except as amended herein and hereby, all terms and provisions of the Lease shall remain in full force and effect and the Lease covers and/or binds all interest in and to the Leased Coal and the Premises which Lessor now owns or may hereafter acquire. Any term that is capitalized but not defined herein shall have the meaning ascribed to such term in the Lease.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

LESSOR

Sue Anne Stahl
SUE ANNE STAHL

Sue Anne Stahl
SUE ANNE STAHL, TRUSTEE
UNDER THE WILL OF GEORGIA
LEE SWAYZE F/B/O ROBERT W.
SWAYZE, JR. ET AL

Sue Anne Stahl
SUE ANNE STAHL, TRUSTEE
UNDER THE WILL OF MARY
ESTHER JOICE F/B/O ROBERT W.
SWAYZE, JR. ET AL

Sister Maria Sara Swayze
SISTER MARIA SARA SWAYZE

Robert W. Swayze, Jr.
ROBERT W. SWAYZE, JR., TRUSTEE
UNDER THE WILL OF MARY
ESTHER JOICE F/B/O SISTER MARIA
SARA SWAYZE ET AL

LESSEE

GIBSON COUNTY COAL, LLC,
a Delaware limited liability company,

By: Kendall S. Barret
Kendall S. Barret,
Vice President - Land Management,
An Authorized Officer

STATE OF INDIANA

COUNTY OF MARION

The foregoing instrument was acknowledged before me by Sue Anne Stahl, individually, as Trustee under the Will of Georgia Lee Swayze, and as Trustee under the Will of Mary Esther Joice, for and on behalf the Trusts, on this the 16th day of February, 2015.



[Signature]
NOTARY PUBLIC (Signature)

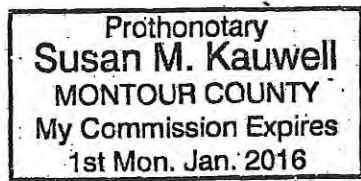
My Commission Expires: Aug 17, 2019

STATE OF PA
COUNTY OF Montour

The foregoing instrument was acknowledged before me by Sister Maria Sara Swayze on this the 19 day of February, 2015.

[Signature]
NOTARY PUBLIC (Signature)

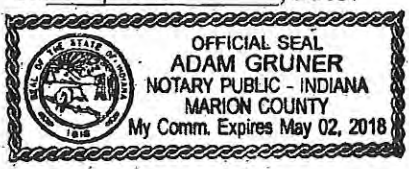
My Commission Expires: 1st Monday in Jan 2016



STATE OF IN

COUNTY OF Marion

The foregoing instrument was acknowledged before me by Robert W. Swayze, Jr., Trustee under the Will of Mary Esther Joice, for and on behalf of the Trust, on this the 5 day of Feb, 2015.



[Signature]
NOTARY PUBLIC (Signature)

My Commission Expires: 5-2-18

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me by Kendall S. Barret, Vice President - Land Management of Gibson County Coal, LLC, a Delaware limited liability company, on behalf of the company, on this the 9th day of March, 2015.

[Signature]
NOTARY PUBLIC (Signature) # 4168016

My Commission Expires June 30, 2016

THIS INSTRUMENT PREPARED BY:

[Signature]
Kendall S. Barret, Vice President - Land Management and Corporate Counsel
Gibson County Coal, LLC
1146 Monarch Street
Lexington, Kentucky 40513
(859) 224-7200



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

EXHIBIT A

The following described property located in Knox County, Indiana (together with any property owned by Lessor that adjoins same or is contiguous thereto):

Description of Property:

All of Location 83, Township 1 South, Range 12 West, Knox County, Indiana.

Source of Title:

Being part of the same interest in the coal devised to Sue Anne Stahl by the Last Will and Testament of Mary Esther Joice as admitted to probate in the Circuit Court of Knox County, Indiana, in that cause entitled "In the Matter of the Estate of Mary Esther Joice, Deceased," docketed as Estate No. 42C01-9311-EU-122, as to an undivided 1/6 interest; and being further part of the same property devised to Sue Anne Stahl by the Last Will and Testament of Georgia Lee Swayze as admitted to probate by the Circuit Court of Knox County, Indiana, in that cause entitled "In the Matter of the Estate of Georgia Lee Swayze," docketed as Cause No. 42C01-1201-EM-38, as to an undivided 1/6 interest in the coal and an undivided 1/12 remainder interest in the coal, subject to the life estate of Sister Maria Sara Swayze.

Being part of the same property devised to Sue Anne Stahl, Trustee u/w Georgia Lee Swayze f/b/o Robert W. Swayze, Jr. et al by the Last Will and Testament of Georgia Lee Swayze as admitted to probate by the Circuit Court of Knox County, Indiana, in that cause entitled "In the Matter of the Estate of Georgia Lee Swayze," docketed as Cause No. 42C01-1201-EM-38, as to an undivided 1/6 interest in the coal and an undivided 1/12 remainder interest in the coal, subject to the life estate of Sister Maria Sara Swayze.

Being part of the same interest in the coal devised to Sue Anne Stahl, Trustee u/w Mary Esther Joice f/b/o Robert W. Swayze, Jr. et al by the Last Will and Testament of Mary Esther Joice as admitted to probate in the Circuit Court of Knox County, Indiana, in that cause entitled "In the Matter of the Estate of Mary Esther Joice, Deceased," docketed as Estate No. 42C01-9311-EU-122, as to an undivided 1/6 interest

Being part of the same property devised to Sister Maria Sara Swayze for and during her lifetime by the Last Will and Testament of Georgia Lee Swayze as admitted to probate by the Circuit Court of Knox County, Indiana, in that cause entitled "In the Matter of the Estate of Georgia Lee Swayze," docketed as Cause No. 42C01-1201-EM-38, as to an undivided 1/3 interest.

Being part of the same interest in the coal devised to Robert W. Swayze, Jr., Trustee u/w Mary Esther Joice f/b/o Sister Maria Sara Swayze by the Last Will and Testament of Mary Esther Joice as admitted to probate in the Circuit Court of Knox County, Indiana, in that cause entitled "In the Matter of the Estate of Mary Esther Joice, Deceased," docketed as Estate No. 42C01-9311-EU-122, as to an undivided 1/6 interest.

[x-ref MWTM-GCN-382; Gib-320-3]

EXHIBIT B

Coalfield Description

T1S R11W, T1S 12W, the North 1/3 T2S R11W, the North 1/3 of T2S R12W, and the East 1/6 of the North 1/3 of T2S R13W, and the East 1/6 of T1S R13W, in Gibson and Knox Counties, Indiana, and Wabash County, Illinois.