

Cover page for:

Preliminary Title Insurance Schedules **(with copies of recorded exception documents)**

Preliminary title insurance schedules prepared by:

Gibson County Abstract & Title Co., Inc.

(File Number: GC240001)

Note: The auction tract numbers and the tract numbers in the preliminary title insurance schedules are cross-referenced in the table below.

| Auction Tract Numbers: | Title Company's Tract Numbers: |
|-------------------------------|---------------------------------------|
| 1 | 1 |
| 2 | 2 |
| 3 | 3 & 4 |

For February 27, 2024 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Jeide Land Trust

Commitment Number: GC240001

STEWART TITLE GUARANTY COMPANY

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

1. Commitment Date: January 15, 2024 at 07:00 AM.
2. Policy (or Policies) to be issued:
 - (a) Owner's Policy (ALTA Own. Policy 2006 2021) Proposed Insured: TO BE DETERMINED
Policy Amount \$ TO BE DETERMINED
 - (b) Loan Policy (ALTA Loan Policy 2006 2021) Proposed Insured: Policy Amount \$
 - (c) Proposed Insured: Policy Amount \$
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
Jeide Land Trust
4. The land referred to in the Commitment is described as follows:
SEE SCHEDULE C ATTACHED HERETO.

Countersigned at: Princeton, IN 47670
Gibson County Abstract & Title Co., Inc.


Tim Schurmeier, *President*

Commitment No. GC240001
Schedule A--Page 1

STEWART TITLE
Guaranty Company

Commitment Number: GC240001

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following are the requirements to be complied with:

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. Any documents recorded after June 30, 2006 that are executed and acknowledged in Indiana must contain the following affirmation: "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)." The affirmation must be contained within the document or on a separate form attached to the document for recording.
5. By virtue of I.C. 27-7-3.6, a fee of \$5.00 payable to the title insurance underwriter 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 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
6. Note for information: Effective July 1, 2009, HEA 1374 concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of cash, irrevocable wire transfer, cashiers check, certified check, check drawn on the escrow account of another closing agent or check drawn on the trust account of a real estate broker licensed under IC 25-34.1. Personal checks exceeding \$500.00 will not be accepted.
7. 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.
8. Trustee's Deed from Jeide Land Trust vesting fee simple title in TO BE DETERMINED.

ALL RECORDS FOUND IN THE OFFICE OF THE RECORDER OF GIBSON COUNTY, INDIANA.

Commitment Number: GC240001

SCHEDULE B - SECTION II EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed and not republished or recirculated. Only the remaining provisions of the document will be excepted for coverage.

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, attached, or is disclosed between the Commitment Date and the date of which all of the Schedule B, Part I - Requirements are met.
2. Acreage indicated in legal description is solely for the purpose of identifying the tract and should not be construed as insuring the quantity of land.
3. Easement or claims of easements not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspections of the premises.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Rights or claims of parties in possession not shown by the public records.
7. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. Taxes or assessments which are not shown as existing liens by either the public records or the records of any taxing authority that levies taxes or assessments on real property.

10. TRACT 1:

The Spring and Fall installments of 2023 taxes due and payable May and November, 2024, and taxes and assessments subsequent thereto. The subject real estate is assessed in Barton Township under Duplicate Number 26-20-26-300-000.686-001. The assessed value of the land is \$50,000.00 and No improvements are being assessed. No Exemptions are currently being allowed. The Spring and Fall installments of 2022 taxes were due and payable May and November, 2023 in the amount of \$399.88, each installment, have been paid.

The subject real estate is subject to a Portion of UPC Drainage Assessment, due and payable in one installment in May of 2024, and taxes and assessments subsequent thereto. The May 2023 installment, in the amount of \$16.14, has been paid.

TRACT 2:

The Spring and Fall installments of 2023 taxes due and payable May and November, 2024, and taxes and assessments subsequent thereto. The subject real estate is assessed in Barton Township under Duplicate Number 26-20-26-300-000.390-001. The assessed value of the land is \$8,700.00 and No improvements are being assessed. No Exemptions are currently being allowed. The Spring and Fall installments of 2022 taxes were due and payable May and November, 2023 in the amount of \$69.58, each installment, have been paid.

The subject real estate is subject to a Portion of UPC Drainage Assessment, due and payable in one installment in May of 2024, and taxes and assessments subsequent thereto. The May 2023 installment, in the amount of \$5.00, has been paid.

TRACT 3:

THERE ARE NO TAXES BEING ASSESSED FOR TRACT 3.

TRACT 4:

The Spring and Fall installments of 2023 taxes due and payable May and November, 2024, and taxes and assessments subsequent thereto. The subject real estate is assessed in Barton Township under Duplicate Number 26-20-34-200-000.391-001. The assessed value of the land is \$15,200.00 and No improvements are being assessed. No Exemptions are currently being allowed. The Spring and Fall installments of 2022 taxes were due and payable May and November, 2023 in the amount of \$121.56, each installment, have been paid.

The subject real estate is subject to a McSwain Drainage Assessment, due and payable in May and November of 2024, and taxes and assessments subsequent thereto. The May and November 2023 installments, in the amount of \$21.25, each installment, have been paid.

11. Tracts 2, 3 & 4 are subject to an Exception of all the coal lying in and under the subject real estate as described in a Deed dated February 1, 1922 from Henry W. Jeide and Mary Jeide, his wife to Columbus Mining Company, recorded March 9, 1922 in Deed Record 90, Page 259.
12. Tract 4 is subject to an Easement dated September 28, 1939 from Henry W. Jeide and Mary Jeide, his wife to The Cleveland, Cincinnati, Chicago and St. Louis Railway Company, recorded October 3, 1939 in Miscellaneous Record 45, Page 583
13. Tracts 2 & 4 are subject to an Oil and Gas Lease dated July 29, 1982 from Arthur P. Jeide and Mata C. Jeide, John F. Jeide and Joseph H. Jeide to A.J. Slagter, III, recorded August 24, 1982 in Miscellaneous Drawer 4, Card 4848.

14. Tracts 3 & 4 are subject to an Oil and Gas Lease dated May 16, 1989 from Arthur P. Jeide and Mata C. Jeide, husband and wife to Bobby G. Winters, Jr., recorded June 12, 1989 in Oil and Gas Drawer 1, Card 5523.
15. Tract 4 is subject to the Henry Jeide Lateral Court Ditch.
16. Tract 2 is subject to an Electric Line Easement dated June 26, 1923 from Henry W. Jeide to Utilities Power and Light Corporation, recorded October 1, 1923 in Miscellaneous Record 27, Page 84.
17. Tracts 1, 2, 3 & 4 are subject to an Exception of all the oil, gas, coal and other minerals in and under the subject real estate.
18. Tract 2 is subject to a Surface Mining Lease dated August 2, 1997 from Jeide Land Trust to Black Beauty Coal Company, recorded September 3, 1997 as Instrument No. 97-5389.
19. Tract 1 is subject to an Oil and Gas Lease dated August 24, 1928 from W.E. Butcher to The Indiana Oil and Gas Corp., recorded January 24, 1929 in Miscellaneous Record 28, Page 391.
20. Tract 1 is subject to an Oil and Gas Lease dated October 17, 1938 from William E. Butcher and Ruby Butcher, his wife to Sun Oil Co., recorded November 8, 1938 in Miscellaneous Record 36, Page 351.
21. Tract 2 is subject to a Right-of-Way Easement dated July 24, 1973 from Joseph Jeide and John Jeide to Pike Gibson Water, Inc., recorded August 10, 1978 in Deed Drawer 3, Card 4215.

ALL RECORDS FOUND IN THE OFFICE OF THE RECORDER OF GIBSON COUNTY, INDIANA

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

STEWART TITLE GUARANTY COMPANY
NATIONAL HEADQUARTERS
Houston, Texas

Case No. GC240001

SCHEDULE C

TRACT 1:

Part of the East Half of the Southwest Quarter in Section (26), Township (3) South, Range (9) West in Barton Township, Gibson County, Indiana and more particularly described as follows: Commencing at a 5/8" rebar with cap inscribed "Johnson 20000002" marking the southwest corner of the Southwest Quarter of said Section 26; thence North 89 degrees 29 minutes 52 seconds East along the south line of said quarter section one thousand three hundred nineteen and twenty-two hundredths (1319.22) feet to a 5/8" rebar with cap inscribed "Johnson 20000002" marking the southwest corner of the East Half of the Southwest Quarter of said Section; thence North 00 degrees 25 minutes 15 seconds East along the west line of said half quarter section six hundred fifty-eight and thirty-nine hundredths (658.39) feet to a 5/8" rebar with cap inscribed "Johnson 20000002" found flush and also marking the INITIAL POINT OF BEGINNING; thence continuing on said west line North 00 degrees 25 minutes 15 seconds East thirty-six and eleven hundredths (36.11) feet to a 5/8" rebar set flush (with plastic cap inscribed "Greg Kissel RLS 20700076") [hereafter referred to as iron set]; thence continuing on said west line North 00 degrees 25 minutes 15 seconds East one thousand nine hundred thirty-nine and six hundredths (1939.06) feet to an iron set marking the northwest corner of said half quarter section; thence North 89 degrees 32 minutes 22 seconds East along the north line of said half quarter section one thousand three hundred twenty-two and fifteen hundredths (1322.15) feet to an iron set marking the northeast corner of said half quarter section; thence South 00 degrees 29 minutes 06 seconds West along the east line of said half quarter section one thousand nine hundred seventy-four and forty-eight hundredths (1974.48) feet to a 5/8" rebar with cap inscribed "Johnson 20000002" found 3" below grade; thence South 89 degrees 30 minutes 30 seconds West one thousand three hundred nineteen and ninety-five hundredths (1319.95) feet to the point of beginning. CONTAINING 59.883 ACRES, MORE OR LESS.

TRACT 2:

Part of the West Half of the Southwest Quarter in Section (26), Township (3) South, Range (9) West in Barton Township, Gibson County, Indiana and more particularly described as follows: Beginning at a 5/8" rebar with cap inscribed "Johnson 20000002" marking the southwest corner of said half quarter section; thence North 00 degrees 21 minutes 25 seconds East along the west line of said half quarter section six hundred ninety-five and forty-five hundredths (695.45) feet to a 5/8" rebar set flush (with plastic cap inscribed "Greg Kissel RLS 20700076") [hereafter referred to as iron set]; thence North 89 degrees 32 minutes 22 seconds East twenty and no hundredths (20.00) feet to an iron set; thence continuing North 89 degrees 32 minutes 22 seconds East one thousand two hundred ninety-nine and ninety-eight hundredths (1299.98) feet to an iron set on the east line of said half quarter section; thence South 00 degrees 25 minutes 15 seconds West along said east line thirty-six and eleven hundredths (36.11) feet to a 5/8" rebar with cap inscribed "Johnson 20000002" found flush; thence continuing South 00 degrees 25 minutes 15 seconds West along

said east line six hundred fifty-eight and thirty-nine hundredths (658.39) feet to a 5/8" rebar with cap inscribed "Johnson 20000002" found 4" below grade marking the southeast corner of said half quarter section; thence South 89 degrees 29 minutes 52 seconds West along south line of said half quarter section one thousand three hundred nineteen and twenty-two hundredths (1319.22) feet to the point of beginning. CONTAINING 21.051 ACRES, MORE OR LESS.

TRACT 3:

Part of the Northeast Quarter of the Northeast Quarter in Section (34), Township (3) South, Range (9) West in Barton Township, Gibson County, Indiana and more particularly described as follows: Beginning at a 5/8" rebar with cap inscribed "Johnson 20000002" marking the northeast corner of said quarter quarter section; thence South 00 degrees 24 minutes 59 seconds West along the east line of said quarter quarter section one thousand three hundred eighteen and eleven hundredths (1318.11) feet to a 5/8" rebar with cap inscribed "Johnson 20000002" marking the southeast corner of said quarter quarter section; thence South 89 degrees 59 minutes 01 seconds West along the south line of said quarter quarter section fifteen and no hundredths (15.00) feet to a 5/8" rebar set flush (with plastic cap inscribed "Greg Kissel RLS 20700076") [hereafter referred to as iron set]; thence North 00 degrees 24 minutes 59 seconds East and parallel to the east line of said quarter quarter section one thousand two hundred eighty-eight and eleven hundredths (1288.11) feet to an iron set; thence continuing North 00 degrees 24 minutes 59 seconds East and parallel to said east line thirty and no hundredths (30.00) feet to a point on the north line of said quarter quarter section; thence South 89 degrees 59 minutes 55 seconds East along the north line of said quarter quarter section fifteen and no hundredths (15.00) feet to the point of beginning. CONTAINING 0.454 ACRES, MORE OR LESS.

TRACT 4:

Part of the Southeast Quarter of the Northeast Quarter in Section (34), Township (3) South, Range (9) West in Barton Township, Gibson County, Indiana and more particularly described as follows: Commencing at a 5/8" rebar with cap inscribed "Johnson 20000002" marking the northeast corner of the Northeast Quarter of said Section; thence South 00 degrees 24 minutes 59 seconds West along the east line of said quarter section one thousand three hundred eighteen and eleven hundredths (1318.11) feet to a 5/8" rebar with cap inscribed "Johnson 20000002" marking the northeast corner of the Southeast Quarter of the Northeast Quarter of said Section; thence South 89 degrees 59 minutes 01 seconds West along the north line of said quarter quarter section fifteen and no hundredths (15.00) feet to a 5/8" rebar set flush (with plastic cap inscribed "Greg Kissel RLS 20700076") [hereafter referred to as iron set] and marking the INITIAL POINT OF BEGINNING; thence South 00 degrees 24 minutes 59 seconds West and parallel to the east line of said quarter quarter section one thousand three hundred eighteen and fifteen hundredths (1318.15) feet to an iron set on the south line of said quarter quarter section; thence South 89 degrees 58 minutes 01 seconds West along said south line one thousand three hundred seven and one hundredths (1307.01) feet to the southwest corner of said quarter quarter section; thence North 00 degrees 24 minutes 28 seconds East along the west line of said quarter quarter section one thousand three hundred eighteen and fifty-three hundredths (1318.53) feet to a 5/8" rebar with cap inscribed "Johnson 20000002" marking the northwest corner of said quarter quarter section; thence North 89 degrees 59 minutes 01 seconds East along the north line of said quarter quarter section one thousand three hundred seven and twenty-one hundredths (1307.21) feet to the point of beginning. CONTAINING 39.558 ACRES, MORE OR LESS.

Commitment For Title Insurance

Issued By: Stewart Title Guaranty Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

EXECUTED, This 26th day of September, 1939

Eugene M. Shirley Trustee (Seal)

Witness:

State of Indiana)

ACKNOWLEDGEMENT

County of Marion) ss:

I, R. B. Carpenter, a Notary Public, in and for said County, in the state aforesaid, do hereby certify that Eugene M. Shirley, Trustee personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument, as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, this 26th day of September, A.D. 1939 (N.P. SEAL) R. B. Carpenter Notary Public

My commission expires April 12, 1943.

Recorded October 3, 1939 at 8:10 A.M.

[Handwritten signature of R. B. Carpenter]

03466-----

E A S E M E N T

REVENUE .50

THIS INDENTURE WITNESSETH that the Grantors, Henry W. Jeide and Mary Jeide, his wife, for and in consideration of the sum of One Hundred Fifty-one and 25/100 Dollars (\$151.25) to them paid, the receipt of which is hereby acknowledged, do hereby, subject to the condition and reservation hereinafter set forth, GRANT to The Cleveland, Cincinnati, Chicago and St. Louis Railway Company, a corporation, Grantee, its successors and assigns, and EASEMENT for the location, construction, maintenance, repair, renewal operation and use of a railway track or tracks and for all railroad purposes upon, over and across the following described real estate in the Southeast Quarter of the Northeast Quarter of Section Thirty-four (34), Town Three (3) South, Range Nine (9) West, BARTON TOWNSHIP, GIBSON COUNTY and STATE OF INDIANA, to-wit:

Beginning at the southwest corner of the Southeast Quarter of the Northeast Quarter of said Section Thirty-four (34) Measure northerly two hundred forty two and seven tenths (242.7) feet along the west line of said quarter-quarter-section; thence deflecting one hundred twenty-one (121) degrees five (5) minutes to the right measure southeasterly four hundred sixty six and five tenths 466.5 feet to a point in the south line of said quarter-quarter-section; thence deflecting one hundred forty-eight (148) degrees fifty-five (55) minutes to the right measure westerly Three hundred Ninety Nine and six tenths 399.6 feet along said south line to the place of beginning. Containing one and No hundredths 1.00 acres, more or less. APPROVED W. R. FIBBONS REAL ESTATE & TAX AGENT

Grantors reserve the mineral rights and timber. All natural waterways to be continued.

IN WITNESS WHEREOF, said Henry W. Jeide and Mary Jeide, his wife, have hereunto set their hands this 28 day of September, 1939.

Signed and acknowledged in the presence of:

H. E. McGinnis

Henry W. Jeide

Harry R. Buck

Mary Jeide

STATE OF INDIANA)

COUNTY OF GIBSON) ss:

on this 28 day of September, 1939, personally appeared the Before me the undersigned a Notary Public in and for said County/above named Henry W. Jeide and Mary Jeide, his wife, and acknowledged the execution of the fore-

going instrument to be their free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and in the year last above written.

Harry R. Buck Notary Public.

(N. P. Seal) My Commission Expires:

February 17, 1943

Recorded October 3, 1939 at 9:00 A. M.

Misc Rec 45 Pg 583

Harry R. Buck RGC

03467-----

ASSIGNMENT

For and in consideration of One Dollar cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged I hereby transfer and assign to George R. Simpson and Laura Simpson the within lease.

Given under my hand this 2nd day of June, A. D., 1939

State of Indiana, County of Gibson, ss. Norman Plass (Trustee)

I, Darby C. Scott, a Notary Public in and for the County and State aforesaid, do hereby certify that Norman Plass (Trustee) lessee, in the foregoing lease, this day appeared before me and produced the foregoing assignment and acknowledged the same to be his act and deed.

Given under my hand this 2nd day of June, A. D. 1939

Darby C. Scott Notary Public

(N. P. Seal) My commission expires Jan., 8, 1941

Recorded October 3, 1939 at 9:15 A. M.

Darby C. Scott RGC

03487-----

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, W. B. Johnson and Violet B. Johnson, husband and wife, (hereinafter called Assignor), for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Paul Doran (hereinafter called Assignee), all of their interest in and to the oil and gas lease dated April 10th., 1939, from Lowell A. Dunigan, a single man; Newell Dunigan and Anna Lee Dunigan, his wife, and Fletcher Joint Stock Land Bank of Indianapolis Indiana, by G. A. Miller, V. Pres., and Emily Mercer Gamman, Sec., Lessor to W. B. Johnson, Lessee, recorded in book _____, page _____, insofar as said lease covers the following described land in Gibson County, State of Indiana:

The North one-half (1/2) of a part of the Southeast quarter (1/4) of Section Twenty-two (22), described as follows: Begin at the Southeast corner of said quarter section and run thence West 777.1 feet; thence North 2621 feet to the center of the Summers Dredge Ditch; thence up said ditch along the center line thereof in a Northeasterly direction to the North line of said quarter section; thence East 640 feet to the Northeast corner of said quarter section; thence South 2714 feet to the place of beginning, containing 24.135 acres, more or less.

The Southeast quarter (1/4) of the Southeast quarter (1/4) of Section Fifteen (15). Containing Forty (40) acres, more or less.

To Lewis

95975

OIL AND GAS LEASE
Producers 88 Sp. T. O. P. Rev.

AGREEMENT, Made and entered into this 29th day of July, 1982, by and between Arthur P. Jeide and Mata C. Jeide, John F. Jeide, and Joseph H. Jeide, party of the first part, hereinafter called lessor, and A.C. Slagter III, party of the second part, hereinafter called lessee.

WITNESSETH That the lessor, for and in consideration of one DOLLARS (\$ 1.00) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casing head gas, casing head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying pipe lines, tanks, and roadways and fixtures for producing, treating and carrying for such products and any and all other rights and privileges necessary, incident to, or convenient for the economical operation on said land for the production of oil, gas, casing head gas, casing head gasoline. All this certain tract of land situated in the County of Gibson

State of Indiana described as follows, to-wit: The west half of the SW/4 of Section 26, and the SE/4 of the NE/4 of Section 34

of Section 26 and 34 Township 3 South, Range 9 West

For rental payment purposes said leased lands shall be deemed to contain 120 acres, more or less.

It is agreed that this lease shall remain in force for a term of one year from the date and so long thereafter as oil, gas, casing head gas, casing head gasoline or any of them is produced from said leased premises or operations for drilling or conducted as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that for injection purposes this lease shall continue in full force and effect only as to well or wells so used and the ten acres contiguous thereto.

In consideration of the premises the said lessee covenants and agrees: 1st. To deliver to the credit of lessor, free of cost, in the pipe line to which a lease may connect his wells, the equal one-eighth part of all oil produced and saved from leased premises, or at the lessor's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks. 2nd. To pay lessor one-eighth, at the market price at the well for the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such wells, on said land during the same use by taking his own connections with the wells at his own risk and expense. 3rd. To pay lessor for any gas produced from any oil well and used off the premises or for the manufacture of casing head gas, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before the day of 19, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessors estate in the

Blank at of its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for months from said date. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for all operations thereon, except water from wells of lessor. When requested by the lessor, lessee shall bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn on said premises, without the written consent of the lessor. Lessee shall pay for damages caused by its operation to growing crops on said lands. Lessee shall have the right, at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the lessor or shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil and gas are thereon, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning to wholly or in part is expressly allowed, the advantages hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment as a true copy thereof; and it is hereby agreed in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall fall or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

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 governmental 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, such pooling to be into a unit or units not exceeding 40 acres each, except that in cases where it may be necessary or convenient to conform a unit to survey subdivisions such unit may contain not to exceed 63 acres. Lessee shall exercise its pooling as hereinafter identifying and describing the pooled acreage. The rents or royalties 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 otherwise herein specified, lessor shall receive on production from a unit or pooled unit, such portion of the royalty or royalties 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. Provided, lessee shall be under no obligation whatsoever, express or implied, to drill more than one well to each such unit or tract, regardless of when, where or by whom such wells may be drilled.

Lessee hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessor shall have the right at any time to reclaim for lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payment made by the lessor for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

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

All covenants or implied covenants in this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities, and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due to or is the result of any such law, order, rule or regulation.

Additional terms and amendments to this lease are made part of and included in EXHIBIT "A" attached hereto.

IN WITNESS WHEREOF WE SIGN, this the 29th day of August, 1982. Arthur P. Jeide (SEAL), Mata C. Jeide (SEAL), John F. Jeide (SEAL), Joseph H. Jeide (SEAL)

This instrument was prepared by A.C. Slagter III

ACKNOWLEDGMENT

STATE OF Indiana }
Wanderburg COUNTY } SS.

I, Carl Slagter, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

Arthur P. Geide, Anita C. Geide, & Joseph H. Geide
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 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 1st day of Aug. 1982
My commission expires 9/27/83 Carl Slagter
Notary Public.

ACKNOWLEDGMENT

STATE OF Indiana }
Wanderburg COUNTY } SS.

I, Carl Slagter, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

John T. Geide
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 his 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 7th day of Aug. 1982
My commission expires 9/27/83 Carl Slagter
Notary Public.

STATE OF _____ }
County of _____ } SS. FORM FOR SIGNING BY MARK

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

_____ personally known to me to be the person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed said instrument by his mark and sealed and delivered same as his free and voluntary act for the uses and purposes therein set forth, said instrument having been read to him, him being a person unable to read or write.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 19____

My commission expires _____ Notary Public.
_____ County, _____ Her His X Mark

FORM FOR CORPORATION

STATE OF _____ }
COUNTY _____ } SS.

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

_____ to me personally known as the president (or other officer) of _____ 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 _____

(name of 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.

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 19____

My commission expires _____ Notary Public

4 C 13

OIL AND GAS LEASE

FROM _____

TO _____

Date _____ 19____

Section _____ Township _____ Range _____

No. Acres _____ County _____

STATE OF _____ }
COUNTY OF _____ } SS.

This instrument was filed for record on the _____ day of _____, 19____ at _____ o'clock _____ M., and duly recorded in book _____ Page _____ of the records of this office.

By _____ Register of Deeds.
Deputy.

When Recorded Return To:
Return to _____
RK PETROLEUM CORP.
P.O. Box 192
Mt. Carmel, Ill. 62863

SMITH & BUTTSFIELD 308-307 MAIN ST.
EVANSVILLE 2, IND.
PHONE RA 2-3261

95975

3

EXHIBIT "A"

1. Lessee agrees to pay to lessor who is the surface owner the sum of \$1000.00 per location as advanced land damage before a rig is moved on to commence drilling. It is further understood, however, that lessee's liability is not limited to the advanced damage payment, and that in the event excess-damage should occur lessor will be reimbursed over and above the advance.
2. Lessee agrees to consult with lessor before moving on any location and further agrees that no rig will be moved on to begin drilling when weather conditions are such that excessive damage may result, provided that lessor agrees to extend the time for any drilling commitment until such conditions have improved.
3. For the purpose of preserving the farm field pattern as nearly as practical, lessor is granted the right to select the right-of-way to each location and the location of the tank battery site. All roadways, well sites, and tank battery site will be maintained in a neat and orderly fashion.
4. Lessee agrees to replace any field tile at his sole cost and expense if damaged by his operations.
5. If the first well drilled on this tract is a producer, lessee agrees to drill a second well within one year from the date of completion of the first well, and will continue to drill at least one well per year until all locations as established by the spacing pattern of the State regulations have been drilled, or release the undeveloped acreage if requested to do so by the lessor. A well will be considered completed upon the sale of the first oil to the pipeline company.

RECORDED THIS 24 DAY OF August, 1953 AT 3:03 P.M.
Don L. Lutz RECORDER GIBSON COUNTY, INDIANA

Misc Dr 4 of 4848

89-3363

FORM 2 - BR

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 16th day of April 1989

and between Arthur P. Jeide and Mata C. Jeide, husband and wife

of the first part, hereinafter called lessor (whether one or more) and Bobby G. Winters, Jr.

party of the second part, hereinafter called lessee.

WITNESSETH, That the lessor, for and in consideration of One DOLLAR (\$ 1.00) the in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and...

State of Indiana described as follows, to-wit:

SEE EXHIBIT "A"

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor.

It is agreed that this lease shall remain in force for a term of One (1) years from this date and as long thereafter as oil, gas, casing-head gas, casing-head gas, brine and other fluids into subsurface strata. Provided, however, that for injection purposes this lease shall continue in full force and effect only as to well or wells so used and the ten acres contiguous thereto.

In consideration of the premises the said lessee covenants and agrees: 1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved at leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the such oil is run into the pipe line or into storage tanks.

If no well be commenced on said land on or before 5-16-90 this lease shall terminate as to both parties, unless the lessee on or before that date

if pay or tender to the lessor or to the lessor's credit in the FRANCES NATIONAL BANK

of said land, the sum of TWO HUNDRED (\$200.00) Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation on said lands. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil and gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if the estate of either party hereto, is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental or royalties shall be binding on the lessee until the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned, in part or parts of the above described lands and the assignee or assignees of such parts shall fail or more default in the payment of the proportionate part of the due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any one thereof shall make due payment of said rental.

If the leased premises are now, or shall hereafter be, owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one unit, and all royalties accruing hereunder shall be treated as an entirety, and shall be divided among, and paid to, such separate owners in the proportion that the acre owned by each such separate owner bears to the entire leased acreage. Provided, however, if the leased premises consist of two or more non-abutting tracts, this paragraph shall apply separately to each such non-abutting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands the purpose of operating the consolidated tract as one lease, this paragraph shall be inoperative as to such portion so consolidated.

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 relative vicinity thereof, when in lessor's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with spacing rules of any lawful authority, or when to do so would, in the judgment of lessor, promote the conservation of the oil and gas in and under said 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 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 in 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 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 acreage placed in the unit or his royalty interest therein bears in the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied, to drill more than one well to each such unitized tract, regardless of when, where or by whom other wells may be drilled.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of holder hereof, and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

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

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first oil bank, due notice of the deposit of such rental to be mailed to the lessor at last known post office address.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities, and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due to or is the result of any such law, order, rule or regulation.

IN WITNESS WHEREOF WE SIGN, the date first above written. Arthur P. Jeide (SEAL) husband, Mata C. Jeide (SEAL) wife

This instrument prepared by Bobby G. Winters, Jr.

ACKNOWLEDGMENT

STATE OF Indiana }
Gibson COUNTY, } SS.
 I, Susan Lynn Winters, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Arthur P. Jeide and Mata C. Jeide, husband and wife

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 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 16th day of May, 1989.

My commission expires Nov. 20, 1992.

Susan Lynn Winters
 SUSAN LYNN WINTERS
 NOTARY PUBLIC STATE OF INDIANA
 GIBSON COUNTY
 MY COMMISSION EXP NOV 20, 1992
 Notary Public.

ACKNOWLEDGMENT

STATE OF _____ }
 _____ COUNTY, } SS.

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 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, 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 _____.

Notary Public.

ACKNOWLEDGMENT

STATE OF _____ }
 _____ COUNTY, } SS.

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 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, 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 _____.

Notary Public.

FORM FOR CORPORATION

STATE OF _____ }
 _____ COUNTY, } SS.

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ of _____, to me personally known as the president (or other officer) of _____ 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 _____ (name of 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.

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

My commission expires _____.

Notary Public.

No. _____

OIL AND GAS LEASE

FROM _____

TO _____

Date _____

Notary _____

My commission expires _____

STATE OF _____ }
 _____ COUNTY, } SS.

This instrument was filed for record on the _____ day of _____, 19____ at _____

Book _____

Page _____

By _____
 Register of Deeds

Deputy _____

When Recorded _____
 Return to _____

JOINT LEASE EXHIBIT "A"

A part of the northeast quarter of the northeast quarter of section thirty-four (34), township three (3) south, range nine (9) west, bounded and described as follows, to-wit: Begin at the northeast corner of said quarter quarter section and run thence south eighty (80) rods to the southeast corner thereof; thence west fifteen (15) feet; thence north eighty (80) rods to the north line of said quarter quarter section; thence east fifteen (15) feet to the place of beginning;

ALSO, the southeast quarter of the northeast quarter of section thirty-four (34), township three (3) south, range nine (9) west, containing forty (40) acres, more or less, EXCEPT a strip of ground, fifteen (15) feet in width, off the east side thereof; SUBJECT, however, to an Easement heretofore granted to The Cleveland, Cincinnati, Chicago and St. Louis Railway Company.

The Grantees herein assume and agree to pay the taxes and assessments due and payable in the year 1969.

STATE OF INDIANA
 GIBSON COUNTY
 FILED FOR RECORD THIS 12 DAY
 OF June AD. 1989
 AT 8:05 P.M.
 DULY RECORDED IN 028
 DRAWN NO 1 CASE NO
Pravell Kern
 RECORDER FEE 7.00

5523

In witness whereof, the parties have hereunto set their hands and seals this 26 day of June, 1923.

Eva Woods

Signed, sealed and delivered in presence of- Witness; G.C. Miller.

State of Indiana, County of Knox, ss

Before me, the undersigned, a Notary Public in and for said county and state personally appeared Eva Woods who acknowledged the execution of the above instrument to be their voluntary act and deed. Witness my hand and Notarial seal this 26 day of June, 1923. Gordon C. Miller- Notary Public (seal)

My comm. expires June 5, 1923.

Recorded Oct., 1, 1928 at 2 P.M.

Ralph McRobert-----RGC

7162-1-

Oakland City Elberfeld Line

For and in consideration of fifty dollars (\$50.00) to me in hand paid, receipt of which I hereby acknowledged, I, Henry W. Jeide do hereby grant to Utilities Power and Light Corporation, its successors or assigns, the right of way to erect, maintain, operate and remove a line of poles, with one or more wires thereon, for the transmission of electric current, together with the necessary guys, anchors and brace poles, in full satisfaction for clearing and keeping said wires clear of all obstructions or encroachments of any kind or nature whatsoever, on, over and through lands situate in Barton township, Gibson County, state of Indiana.

The right to cut 34 trees in woods, same to be cut in logs as owners specified all brush to be burned. Poles to set in bounds of highway. Pt. SW 1/4 section 26, twp. 3, range 9 Any damages to crops of grantor, his heirs, assigns, or tenants, caused by employees of the Grantee, its successors or assigns, shall be promptly paid by said Grantee, its successors or assigns.

I do witness whereof, the parties have hereunto set their hand and seals this 26 day of June, 1923.

Henry W. Jeide.

Signed, sealed and delivered in presence of - Witness; H.C. Miller.

State of Indiana, County of Knox, ss

Before me, the undersigned, a Notary Public, in and for said county and state personally appeared Henry W. Jeide, who acknowledged the execution of the above instrument to be their voluntary act and deed. Witness my hand and Notarial seal this 26 day of June, 1923. Gordon C. Miller- Notary Public (seal) My comm. expires

June 5, 1927 Recorded Oct., 1, 1928 at 2 P.M.

Ralph McRobert-----RGC

MISC Doc 27 84

MEMORANDUM OF SURFACE MINING LEASE

THIS MEMORANDUM OF SURFACE MINING LEASE made as of the 2nd day of AUGUST, 1997, between Jeide Land Trust of Gibson County, Indiana, (hereinafter referred to as "Lessor"), and **BLACK BEAUTY COAL COMPANY**, an Indiana General Partnership whose address is 414 S. Fares Avenue, Evansville, Indiana (hereinafter referred to as "Lessee"); does witness:

In consideration of the mutual covenants and agreements therein contained, the Lessor and the Lessee have as of the above date, entered into a Surface Mining Lease, to which the Lessor has leased to the Lessee the Lessor's interest in the surface, together with the right to utilize said surface for mining activity; said surface is located in Gibson County, State of Indiana, and described on the attached Exhibit "A".

The parties have executed and delivered this Memorandum of Surface Mining Lease for the purpose of giving notice to whomever it may concern, of their respective interest, and reference hereby is made to said Surface Mining Lease, for the rights, privileges and obligations created thereunder, the terms of which are incorporated herein by reference.

This Memorandum of Surface Mining Lease and the Surface Mining Lease to which it refers is for a ten (10) year term and may be extended further as described in said Surface Mining Lease.

During the period that the Surface Mining Lease is in full force and effect, any development of the oil and gas located on the leased premises, as described on the attached Exhibit "A" shall only occur with the express approval from Lessee.

Lessee shall have the unrestricted right to assign or sublease this lease. Lessee shall also have the unrestricted right and option to terminate this lease as to the entirety of the premises, or any portion or parcel thereof upon giving to Lessor written notice of such intent.

The execution and delivery of this Memorandum of Surface Mining Lease is not intended to, and shall not change, modify, amend or enlarge said separate Surface Mining Lease as executed this 2nd day of AUGUST, 1997.

Arthur P. Jeide
Arthur P. Jeide

John F. Jeide
John F. Jeide

Joseph H. Jeide
Joseph H. Jeide

"LESSOR"

DOCUMENT # 97-5389
STATE OF INDIANA }
GIBSON COUNTY }
FILED FOR RECORD THIS 3
OF Sept A.D. 19 97
AT 8:20 P.M. A.M.
RECORDING FEE 19.00
Chick Miller 2NC

BLACK BEAUTY COAL COMPANY

By: Michael H. O'Donnell
Printed Name: Michael H. O'Donnell
Title: Director of Reserve Acquisitions
"LESSEE"

STATE OF INDIANA)
) SS:
COUNTY OF GIBSON)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Arthur P. Jeide, personally known to me to be the same person whose name is subscribed to in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of August, 1997.

My Commission Expires:

6-16-2000
[SEAL]

Nancy L. Hogeston
Signature of Notary Public

Nancy L. Hogeston
Printed Name of Notary Public

I reside in GIBSON County, State of Indiana

STATE OF INDIANA)
) SS:
COUNTY OF GIBSON)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that John F. Jeide, personally known to me to be the same person whose name is subscribed to in the foregoing instrument, appeared before me this day in person and acknowledged that he

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

Before me, a Notary Public within and for said county and state, on this 12th day of August, 1997, personally appeared the within named Michael H. O'Donnell, known to me to be the Director of Reserve Acqui of Black Beauty Coal Company, an Indiana general partnership, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said general partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of August, 1997.

My Commission Expires:

12/19/2000

[SEAL]

L. Diane Goebel
Signature of Notary Public

L. Diane Goebel

Printed Name of Notary Public

I reside in Warrick County,
State of Indiana.

This instrument prepared by Brian K. Carroll, #4041-82, of the law firm of Johnson, Carroll and Griffith, P.C., Attorneys, Evansville, Indiana. (140068b/bkc)

Exhibit "A"

The West Half of the Southwest Quarter of Section 26, Township 3 South, Range 9 West, situated in Gibson County, Indiana.

OIL AND GAS LEASE

B-777

6848-----

AGREEMENT, Made and entered into this 17 day of October, 1938, by and between William E. Butcher and Ruby Butcher, his wife of Somerville, Ind.

party of the first part, hereinafter called lessor (whether one or more) and Sun Oil Co.

party of the second part, hereinafter called lessee.

WITNESSETH, That the lessor, for and in consideration of One and 50/100 - - - - - DOLLARS (\$ 1.50) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casing-head gas, casing-head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying of pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring lands, on said land for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structures thereon to produce, save and take care of said products, and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the Township of Barton County of Gibson, State of Indiana, described as follows, to-wit:

- Part of NE 1/4 of SW 1/4 Sec. 26, containing one (1) acre.
- Part of NE 1/4 of SW 1/4 Sec. 26, Begin at the SE corner of said quarter quarter, thence W. 7 chains and 50 links, thence N. 6 chains and 16 links, thence E. 7 chains & 50 links, thence S. 6 chains and 16 links, containing 5 A.

09681 July 10, 1940
 For Correction of Description
 See Misc Rec 49 Page 154
 Attest John F. Ballard

5422 - Nov 2 - 1943
 For Cancel of this Lease
 Record No. 43 Page 47!
 Attest Chas. H. Maxam G. C.

of Section 26 Township 3 S. Range 9 W.

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain 6 acres.

It is agreed that this lease shall remain in force for a term of ^{five} years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by lessee, and or if lessee shall commence drilling operations at any time while this lease is in force this lease shall remain in force and its terms shall continue so long as such operations continue with due diligence and if production results therefrom then, as long as production continues.

In consideration of the premises the said lessee covenants and agrees:

- 1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.
- 2nd. To pay lessor one-eighth, at the market price at the well for the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.
- 3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or ~~to the lessor or credit in the~~ pay to Lessor

Bank at _____, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of \$1.50

which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments, or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payments of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such part of parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof, and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

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

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to the lessor at last known post office address.

IN WITNESS WHEREOF WE SIGN, this the 17 day of October, 1938.
WITNESS:

..... William E. Butcher (SEAL)
..... Ruby Butcher (SEAL)
..... (SEAL)
..... (SEAL)
..... Sun Oil Company (SEAL)
..... By H. A. Willepiet (SEAL)

STATE OF INDIANA, }
Gibson COUNTY, } ss: B-777 INDIANA ACKNOWLEDGMENT

I, Grace Adler, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that William E. Butcher and Ruby Butcher, his wife,

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.

Given under my hand and Seal, this 19th day of October, 1938.
(N. P. SEAL)
My commission expires Feb. 10, 1942. Grace Adler Notary Public.

STATE OF INDIANA, }
COUNTY, } ss: INDIANA ACKNOWLEDGMENT

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 person whose name he signed, sealed and delivered the said instrument as 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.

Given under my hand and Seal, this day of , 19 Notary Public.
My commission expires

STATE OF INDIANA; }
COUNTY, } ss: FORM FOR CORPORATION

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that of and also to me personally known as the president, or other officer) of 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 said instrument as the free and voluntary act of said (name of 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.

IN WITNESS WHEREOF, I have set forth my hand and seal hereto this day of , 19 Notary Public.
My commission expires

STATE OF INDIANA, }
COUNTY, } ss: FORM FOR SIGNING BY MARK

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed said instrument by his mark and sealed and delivered same as his free and voluntary act for the uses and purposes therein set forth, said instrument having been read to him, he being a person unable to read or write.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of , 19 Notary Public.
My commission expires His X Mark.

I certify the above and foregoing to be a full, true and complete copy of the original oil and gas lease, which was filed for record and recorded this 8th day of November, 1938, at 8:00 A. M.

Misc Rec 36 Pg 351
[Signature]
Recorder Gibson County

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 24 day of Aug., 1928 by and between T.T. Butcher (single)

of Elberfeld, Ind., hereinafter called lessor (whether one or more) and the Indiana Oil and Gas Corp., of New York, N.Y. hereinafter called lessee,

WITNESSETH: That the said lessor, for and in consideration of One DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, powers, stations and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the County of Gibson State of Indiana described as follows, to-wit:

The south east part of the north east quarter of the south west quarter of section twenty six (26) township three (3) south, range nine (9) west.

and containing six (6) acres more or less, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State. 5 years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee:

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which he may connect his well, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay the lessor One hundred DOLLARS each year in advance, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used for manufacturing gasoline or used off the premises at the rate of Five (\$5.00) Dollars per year, for the time during which such gas shall be used, said payments to be made each three months in advance.

If no well be commenced on said land on or before the 24 day of Aug., 1929 this lease shall terminate as to both parties; unless the lessee on or before that date shall pay or tender to the lessor, or to the lessors credit in the Mackey State Bank at Mackey, Ind.,

or its successors, which shall continue as the depository regardless of changes in ownership of said land the sum of One and 50/100 DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for three months from said date.

In like manner and upon like payment or tenders commencement of a well may be further deferred for a like period of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from well of lessor.

When requested by lessor, lessee shall bury its pipe below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the owners.

Lessee shall pay all damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

In the event that it becomes necessary for the lessee to construct a power on the above premises to pump the oil from wells thereon said lessee is to have the right to make all necessary connections and use said power to pump wells on adjoining lands.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

In Testimony Whereof, We sign, this the 24 day of Aug., 1928 T.T. Butcher (SEAL)

WITNESS.

(Acknowledgement of the Lease)

STATE OF Indiana } ss: Gibson County I, J.R. Townsley in and for said County, in the State aforesaid, do hereby certify that T.T. Butcher

personally known to me to be the same person... whose name he subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument, as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Misc Rec 28 4391

Recorded Jan. 24, 1929 at 5 P.M.

Given under my hand and Notarial seal, this 24 day of Aug., A. D., 1928 J.R. Townsley - Notary Public (seal) MY comm. expires Aug., 5, 1930

Reaper McRobert - Reg.

John P. Oberbuch

Reaper McRobert

Reaper McRobert 403

2-14-74

68374

Form FIDA 442-20
(3-4-68)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

Joseph Jelde and John Jelde
hereinafter referred to as GRANTOR, by Pike Gibson Water, Inc.
hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove
a water line

over, across, and through the land of the GRANTOR situate in Gibson County
State of Indiana, said land being described as follows:

SW 1/4 SW 1/4 Sec 26 Twp 3S Range 9W

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement shall be 16 feet in width, the center line of which is described as follows:

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 24th day of July
19 73.

Joseph H. Jelde (SEAL)
John Jelde (SEAL)

V. E. Bottoms a Notary Public, this 24th day of July 19 73 Joseph and John Jelde

acknowledged the execution of the annexed right of way easement deed.

V. E. Bottoms
Notary Public Resident of Gibson County, Ind.

My Commission Expires
9/26/74

Deed on 3 of 4215

This instrument prepared by Roy Georges, Somerville, Indiana.

RECORDED THIS 10 DAY OF Aug., 1978 AT 10:30 A.M.
Don L. Lutz, RECORDER GIBSON COUNTY, INDIANA