

ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

NOTICE

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

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

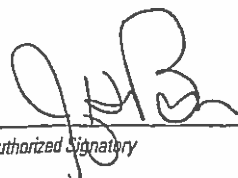
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment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



If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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

Issued through the Office of

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111


Authorized Signatory

By  President
Attest  Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Old Republic National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Bosse Title Company
Issuing Office: 501 Main St., Suite 101, Evansville, Indiana 47708
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 19-06151
Issuing Office File Number: 19-06151
Property Address: 1659 W Copperline Rd & Lower New Harmony Rd, Mt. Vernon, IN 47620

SCHEDULE A

- 1. Commitment Date: June 9, 2019 at 08:00 AM
- 2. Policy to be issued:
 - (a) Owner's Policy (6/17/06)
 - Proposed Insured: Sohn & Associates, LTD
 - Proposed Policy Amount: \$ 100,000.00
- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

- 4. The Title is, at the Commitment Date, vested in:
Leroy Grabert, surviving spouse of Margie N. Grabert, as to Parcel 1

Heirs at Law of Alvin A. Grabert, Jr., Deceased, Leroy C. Grabert, Heirs at Law of Edwin E. Grabert, Deceased, and Laverne A. Livers, as to Parcels 2 and 3

- 5. The Land is described as follows:
Parcel 1

The West Half of the Southeast Quarter of the Northwest Quarter of Section Twenty-three (23), Township Six (6) South, Range Fourteen (14) West in Posey County, Indiana and said to contain 20 acres, more or less.

Tax Code No. 65-11-23-200-002.000-017

Parcel 2

All that part of the Southwest Quarter of Section Twenty-three (23) and all that part of the Southeast Quarter of Section Twenty-three (23) in Township Six (6) South, Range Fourteen (14) West in Posey County, Indiana, that lies West of the Mount Vernon and Grafton Road, and said to contain in all 166 acres, more or less.

Tax Code No. 65-11-23-700-013.000-017

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



SCHEDULE A
(Continued)

Parcel 3

A part of Sections Twenty-five (25) and Twenty-six (26), Township Six (6) South, Range Fourteen (14) West, Posey County, Indiana, described as follows:

Beginning in the center of Section Twenty-six (26), running thence East on the East and West center line of said Section Twenty-six (26) and Twenty-five (25), a distance of One Hundred Eighty-two (182) rods; thence South a distance of Seventy-one (71) rods; thence West parallel with said East and West center line, a distance of One Hundred Eighty-two (182) rods, to the North and South center line of Section Twenty-six (26); thence North along said line a distance of Seventy-one (71) rods to the place of beginning and said to contain 80 acres, more or less.

Tax Code No. 65-11-26-400-010.000-017 and 65-11-25-300-013.000-017

Old Republic National Title Insurance Company

By: 

**Bosse Title Company, 501 Main St., Suite 101,
Evansville, Indiana 47708, (812) 421-4090**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



Old Republic National Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
6. Satisfactory evidence should be had that the improvements and/or repairs or alterations thereto are completed; that contractors, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
7. You must tell us in writing if the determination is made that the property to be insured includes a mobile home or any type of manufactured housing. Additional requirements may be imposed after said determination, including, but not limited to the proposed mortgage must state that it is securing the land and the mobile/manufactured unit as part of the real estate.
8. Title Company must be provided evidence that the Homeowners Association fees, if any, are paid current.
9. Title Company finds that Alvin A. Grabert, Jr. is deceased and Edwin E. Grabert is deceased. Title Company requires that a small estate affidavit be executed by a Court appointed "fiduciary" in order to be effective. This is pursuant to IC 29-1-8-3, effective July 1, 2019.

a. A Fiduciary is defined as:

1. the personal representative of an unsupervised estate; or
2. a person appointed by a court under this statute to act on behalf of the decedent or the decedent's distributees.

b. Considering this, Title Company will require the affidavit to be executed by the fiduciary in order to insure the transaction following the expiration of the minimum of 75 days statutory waiting period for claims.

c. The proceeds check from the sale is to be made payable to the estate, not the heirs/devisees.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



SCHEDULE B
(Continued)

NOTE: Upon satisfaction of the above, Title Company requires a deed transferring the real estate to the proposed insured.

10. NOTE: Pursuant to the "Real Property Sales Disclosure Act", the disclosure of sale information form must be filed with the County Auditor and County Recorder before the above required deed(s) will be accepted for recording.
11. NOTE FOR INFORMATION: Effective July 1, 2013, SEA 370 requires title companies acting as a settlement or closing agent to issue a closing protection letter for a fee to a lender, borrower, buyer and seller in residential real estate transactions in which a title policy is to be issued. The closing protection letter provides coverage against any loss of settlement funds (under the terms and provisions of the closing protection letter) that results from: 1) theft or misappropriation of settlement funds; and 2) failure to comply with written closing instructions agreed to by the title company to the extent that items (1) and (2) relate to the status of title to or the validity, enforceability and priority of the lien of the mortgage on the party's interest in the land.
12. NOTE: By virtue of I.C. 27-7-3.6, a Title Insurance Enforcement Fund Fee (TIEFF) of \$5.00 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.

NOTE: Documents presented for recordation should have the following statement to be located near the foot of the document near the preparation statement.

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 (Signature) and (Printed Name).

INFORMATIONAL NOTE: In order to delete the standard survey exceptions from the loan policy, for new construction, the Title Company must be furnished with a foundation survey for review. Upon review, Title Company reserves the right to make additional requirements/exceptions.

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:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



SCHEDULE B
(Continued)

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. Standard Exceptions:
 - a. Rights or claims of parties in possession not shown by the public records.
 - b. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments, which an accurate and complete survey would disclose.
 - c. Unfiled mechanics' or materialmen's liens.
3. Taxes for the year 2018, payable in 2019 and all taxes for subsequent years. Black Township; Tax Code No. 65-11-23-200-002.000-017; Assessed in the name of Leroy Grabert and Margie N. Grabert; Assessed as Cash Grain/General Farm; Assessed Value of Land \$44,000; Assessed Value of Improvements \$27,300; Mortgage Exemption \$none; Homestead Exemption \$24,360; Homestead Supplemental \$5,684; May installment \$349.48 paid; November installment \$349.48 unpaid.

Assessment for Big Creek for the year 2018, payable in 2019 and all taxes for subsequent years. Black Township; Tax Code No. 65-11-23-200-002.000-017; Assessed in the name of Leroy Grabert and Margie N. Grabert; May installment \$20.86 paid; November installment \$20.86 unpaid.

Assessed on W 1/2 SE 23-6-14 20.86 A (Parcel 1)

Taxes for the year 2018, payable in 2019 and all taxes for subsequent years. Black Township; Tax Code No. 65-11-23-700-013.000-017; Assessed in the name of Alvin A. Grabert Jr. etal; Assessed as Other Agricultural Use; Assessed Value of Land \$243,500; Assessed Value of Improvements \$9,800; Mortgage Exemption \$none; Homestead Exemption \$none; Homestead Supplemental \$none; May installment \$2,171.41 paid; November installment \$2,171.41 unpaid.

Assessment for Whipple Ditch for the year 2018, payable in 2019 and all taxes for subsequent years. Black Township; Tax Code No. 65-11-23-700-013.000-017; Assessed in the name of Alvin A. Grabert Jr. etal; May installment \$20.00 paid; November installment \$0.00.

Assessment for Big Creek for the year 2018, payable in 2019 and all taxes for subsequent years. Black Township; Tax Code No. 65-11-23-700-013.000-017; Assessed in the name of Alvin A. Grabert Jr. etal; May installment \$166.00 paid; November installment \$166.00 unpaid.

Assessed on Pt SW & Pt SE 23-6-14 166 A (Parcel 2)

Taxes for the year 2018, payable in 2019 and all taxes for subsequent years. Black Township; Tax Code No. 65-11-26-400-010.000-017; Assessed in the name of Alvin A. Grabert Jr. etal; Assessed as

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



SCHEDULE B
(Continued)

Agricultural Vacant Land; Assessed Value of Land \$101,300; Assessed Value of Improvements \$none; Mortgage Exemption \$none; Homestead Exemption \$none; Homestead Supplemental \$none; May installment \$868.39 paid; November installment \$868.39 unpaid.

Assessment for Whipple Ditch for the year 2018, payable in 2019 and all taxes for subsequent years. Black Township; Tax Code No. 65-11-26-400-010.000-017; Assessed in the name of Alvin A. Grabert Jr. etal; May installment \$15.00 paid; November installment \$15.00 unpaid.

Assessment for Big Creek for the year 2018, payable in 2019 and all taxes for subsequent years. Black Township; Tax Code No. 65-11-26-400-010.000-017; Assessed in the name of Alvin A. Grabert Jr. etal; May installment \$39.75 paid; November installment \$39.75 unpaid.

Assessed on N Pt SE 26-6-14 70.25 A (Parcel 3)

Taxes for the year 2018, payable in 2019 and all taxes for subsequent years. Black Township; Tax Code No. 65-11-25-300-013.000-017; Assessed in the name of Alvin A. Grabert Jr. etal; Assessed as Agricultural Vacant Land; Assessed Value of Land \$13,000; Assessed Value of Improvements \$none; Mortgage Exemption \$none; Homestead Exemption \$none; Homestead Supplemental \$none; May installment \$111.44 paid; November installment \$111.44 unpaid.

Assessment for Whipple Ditch for the year 2018, payable in 2019 and all taxes for subsequent years. Black Township; Tax Code No. 65-11-25-300-013.000-017; Assessed in the name of Alvin A. Grabert Jr. etal; May installment \$20.00 paid; November installment \$0.00.

Assessment for Big Creek for the year 2018, payable in 2019 and all taxes for subsequent years. Black Township; Tax Code No. 65-11-25-300-013.000-017; Assessed in the name of Alvin A. Grabert Jr. etal; May installment \$20.00 paid; November installment \$0.00.

Assessed on W Pt NW 25-6-14 9.62 A (Parcel 3)

Taxes for the year 2019 payable in 2020, are now a lien, but not yet due and payable.

Because of the reassessment of Indiana real estate, no guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

- This commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of company and its title insurance agent shall arise under and be governed by the conditions and terms of the commitment.

NOTE: This exception will be deleted on the final title policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



SCHEDULE B
(Continued)

5. Rights-of-way for drainage tiles, ditches, feeders and laterals, if any.
6. Title to that portion of the property within the bounds of any roads or highways.
7. Terms and provisions as set forth in Warranty Deed dated April 14, 1966 and recorded April 14, 1966 as Document No. 196601065.
8. The following exceptions affect Parcel 1:
 - a. Memorandum of Oil and Gas Lease between Leory C. Grabert, Lessor and NG Family 2005, LLP, Lessee, dated November 14, 2012 and recorded March 5, 2013 as Document No. 201300960; subsequently amended by Amendment to Oil and Gas Lease dated December 9, 2013 and recorded December 19, 2013 as Document No. 201305346 and all assignments thereof and any agreements relating thereto.
 - b. Memorandum of Oil and Gas Lease between Edwin E. Grabert and Barbara A. Grabert, husband and wife, Trustees of the E&B Grabert Trust dated August 26, 2010; Leroy C. Grabert, a widower; Lavern A. Livers, a widow, and Anna Mary Grabert, a widow, Lessor and Kimmeridge Tri-State Exploration, LLC, Lessee, dated September 29, 2014 and recorded February 3, 2015 as Document No. 201500445 and all assignments thereof and any agreements relating thereto.
9. The following exceptions affect Parcel 2:
 - a. Utility Easement granted to Indiana Bell Telephone Company, Incorporated dated June 5, 1973 and recorded June 19, 1973 in Deed Book 109, Page 105.
 - b. Easement for Right of Way granted to Southern Indiana Gas and Electric Company dated September 10, 1947 and recorded June 27, 1988 in Deed Book 156, Page 539.
10. The following exceptions affect Parcel 3:
 - a. Oil and Gas Lease between Leroy C. Grabert, Edwin E. Grabert, Laverne A. Livers and Alvin A. Grabert, Jr., Lessor and Paul G. Wade, Lessee, dated June 30, 1984 and recorded July 25, 1984 in Book 142, Page 641 and all assignments thereof and any agreements relating thereto.
 - b. Oil and Gas Lease between Leroy C. Grabert, Guardian of the Estate of Marie C. Grabert, Lessor and Paul G. Wade, Lessee, dated September 7, 1984 and recorded September 11, 1984 in Book 143, Page 415 and all assignments thereof and any agreements relating thereto.
 - c. Right of Way Grant to Farm Bureau Oil Comapny dated September 12, 1985 and recorded December 6, 1985 in Deed Book 146, Page 143.
 - d. Right of Way Grant to Farm Bureau Oil Comapny dated September 17, 1985 and recorded December

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



SCHEDULE B
(Continued)

6, 1985 in Deed Book 146, Page 145.

e. Oil and Gas Lease between Marie Grabert and Karl A. Grabert, her husband and People's Bank and Trust Company, Lessor and Clifford C. Briggs, Lessee, dated April 17, 1965 and recorded April 16, 1966 in Book 96, Page 164.

f. Utility Easement granted to Indiana Bell Telephone Company, Incorporated dated July 25, 1979 and recorded August 13, 1979 in Deed Book 128, Page 611.

11. The address is set forth on this commitment for informational purposes only. The company assumes no liability and no insurance is granted for the common address of the insured premises.
12. 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 reservation of interests that are not listed.
13. Any discrepancies between the actual boundaries of the land and the apparent boundaries indicated by fences, planting or other improvements.
14. All existing sewer agreements and any easement, either created thereby or used pursuant thereto.
15. Any possible charges for sewer services, charges and/or connection charges.
16. Any possible ditch assessments or special assessments.
17. There is the possibility of easements in favor of Southern Indiana Gas and Electric Company which have been recorded outside the chain of title and which are expressly excluded from coverage of this title policy. (APPLIES TO OWNER'S POLICY ONLY).

NOTE: Upon request of this client and for an additional cost, these easements will be furnished and specifically designated in the title insurance policy; or if we are furnished information from Southern Indiana Gas and Electric Company there are no easements affecting the insured premises, this exception will be deleted.

NOTE: All recording references herein pertain to the records of the Office of the Recorder of Posey County, Indiana.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



SCHEDULE B
(Continued)

FOR COMMITMENT AND OWNER'S POLICY ONLY, TO BE DELETED ON FINAL LOAN POLICY:

NOTE: Indiana Code 8-1-26 provides for the recordation of a Notice of Underground Facilities. The proposed insured is invited to make inquiry of all operators of such facilities if the possibility of underground facilities is of concern to the proposed insured. No search has been made for Notices of Underground Facilities which may have been recorded.

NOTE: AN OWNER'S POLICY ISSUED IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTIONS:

1. Rights or claims of parties other than Insured in actual possession of any or all of the property.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land Survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unfiled mechanics' or materialmen's liens.
4. Easements or claims of easements, not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public record.

Note: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.

