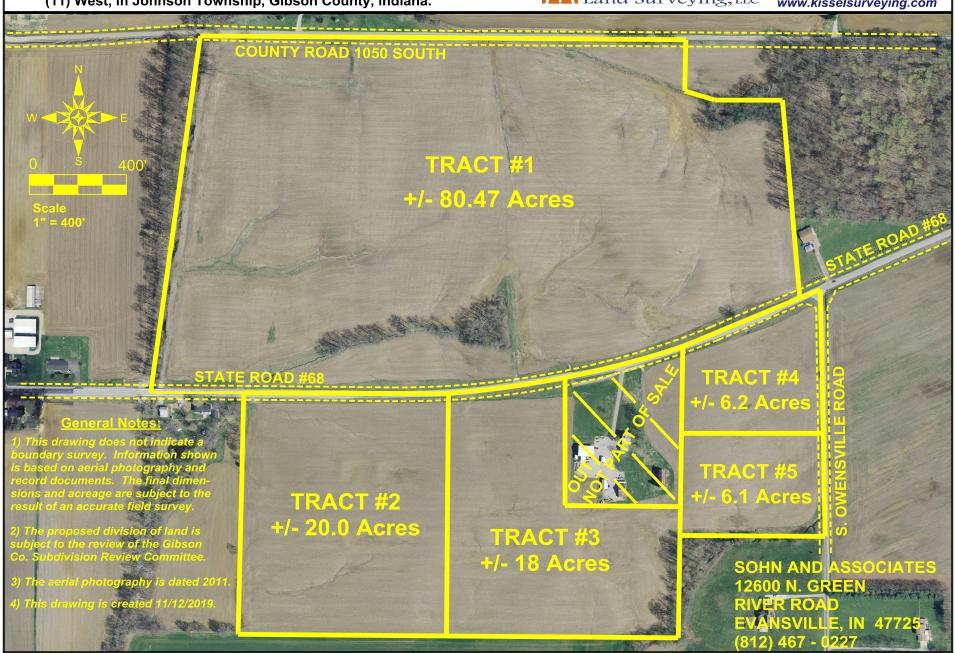
CLEVELAND AUCTION PLAT

Part of Section (3,4,9, & 10), Township (4) South, Range (11) West, in Johnson Township, Gibson County, Indiana.



1263 E. 900 S. Fort Branch, IN 47648 (812) 753 - 1233 www.kisselsurveying.com

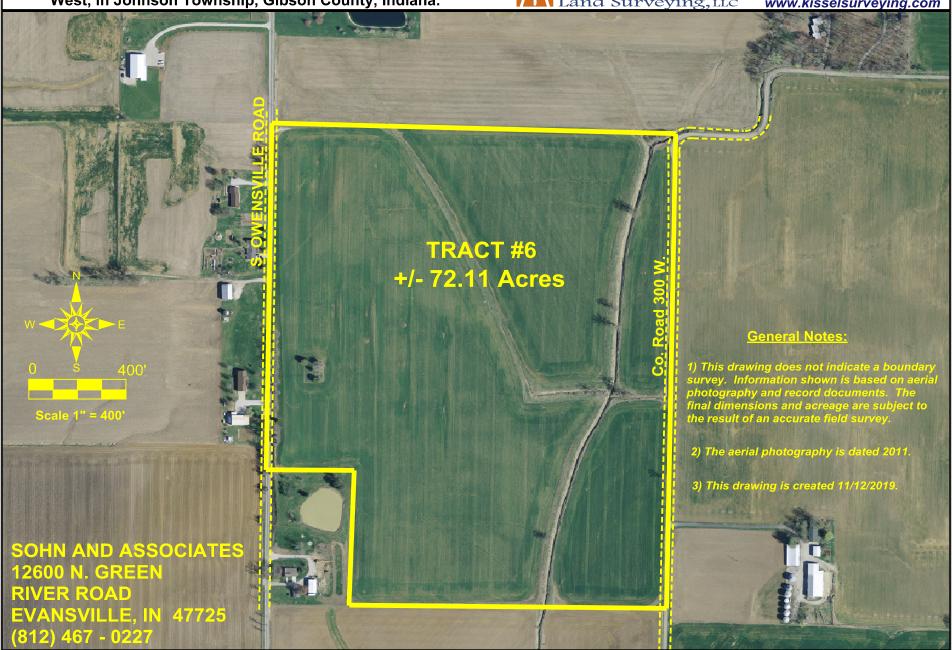


CLEVELAND AUCTION PLAT

Part of Section (10), Township (4) South, Range (11) West, in Johnson Township, Gibson County, Indiana.



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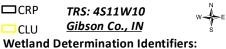
USDA Farm 7723 Tract 1113

2019 Certification map prepared on: 4/5/2019

□ CRP □ CLU

Restricted Use

TRS: 4S11W10 Gibson Co., IN



Administered by: Gibson County, Indiana

76.41 Tract acres 69.74 Cropland acres 1.3 CRP acres

Source: Primarily USDA NAIP 2018 imagery; IDHS or Dynamap roads; FSA data 2019-04-04 10:43:40

▼ Limited Restrictions Exempt from Conservation Compliance **Provisions**

HEL LC Contract Prac Yr C I Acres 15.97 2 4.29 2 7.86 2 40.32 Н 2 Н 11017 21 24 1.3



USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS USDA Farm 7723 Tract 38566 Administered by: Gibson County, Indiana

2019 Certification map prepared on: 4/5/2019

133.39 Tract acres 125.73 Cropland acres

0.9 CRP acres

□ CRP CLU

Wetland Determination Identifiers:

TRS: 4S11W4

21 24 Y

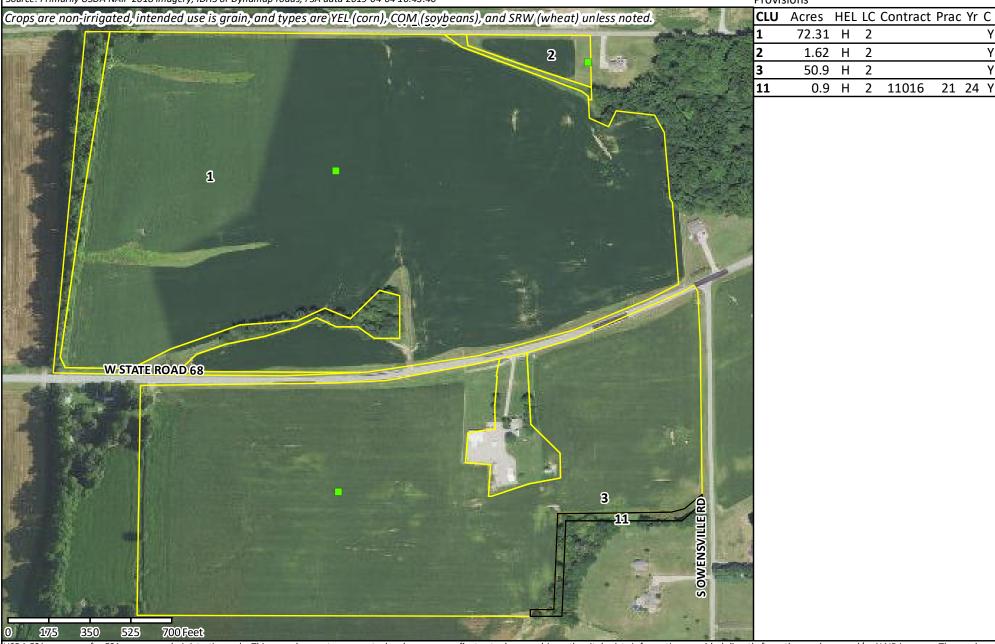
▼Limited Restrictions Gibson Co., IN

Exempt from Conservation Compliance

Provisions

Restricted Use

Source: Primarily USDA NAIP 2018 imagery; IDHS or Dynamap roads; FSA data 2019-04-04 10:43:40



USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

FARM: 7723

Indiana U.S. Department of Agriculture Gibson

Farm Service Agency

Prepared: 11/27/19 8:30 AM Crop Year: 2020

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 1 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Farm Identifier **Operator Name Recon Number**

Farms Associated with Operator:

ARC/PLC G/I/F Eligibility: Eligible

CRP Contract N	Number(s): None							
Farmland	Cropland	DCP Cropland	WBP	WRP/EV	CRP VP Cropland	GRP	Farm Status	Number of Tracts
209.8	195.47	195.47	0.0	0.0	0.0	0.0	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FW	/P			
0.0	0.0	195.47	47.58	0.0				
				ARC/F	PLC			
PLC	;	ARC-CO	ARC-	IC	PLC-Default	ARC-CO-D)efault	ARC-IC-Default
NON	E	NONE	NON	E	NONE	WHEAT, C SOYB		NONE
		ase		PLC	CCC-505			
Crop	Acr	eage	```	Yield C	RP Reduction			
WHEAT	28	.84		66	0.0			
CORN	15	7.31		146	0.0			

2.2

43

Description K12/B2 S10,T4S,R11W Tract Number: 1113

53.0

239.15

FSA Physical Location: Gibson, IN ANSI Physical Location: Gibson, IN

BIA Range Unit Number:

SOYBEANS

Total Base Acres:

HEL: conservation system is being actively applied

Wetland Status: Wetland determinations not complete

WL Violations: None

		DCP		CRP			
Farmland	Cropland	Cropland	WBP	WRP/EWP	Cropland	GRP	
76.41	69.74	69.74	0.0	0.0	0.0	0.0	
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	69.74	16.4	0.0			

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	0.17		66	0.0
CORN	66.05		146	0.0

FARM: 7723

Indiana U.S. Department of Agriculture

Gibson Farm Service Agency
Report ID: FSA-156EZ Abbreviated 156 Farm Record

Prepared: 11/27/19 8:30 AM

Crop Year: 2020 **Page:** 2 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Base CTAP Tran PLC CCC-505
Crop Acreage Yield Yield CRP Reduction

SOYBEANS 16.92 43 1.3

Total Base Acres: 83.14

Owners: J W CLEVELAND REVOCABLE TRUST

Other Producers: None

Tract Number: 38566 Description

FSA Physical Location: Gibson, IN ANSI Physical Location: Gibson, IN

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Wetland Status: Wetland determinations not complete

WL Violations: None

		DCP		CRP			
Farmland	Cropland	Cropland	WBP	WRP/EWP	Cropland	GRP	
133.39	125.73	125.73	0.0	0.0	0.0	0.0	
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	125 73	31 18	0.0			

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	28.67		66	0.0
CORN	91.26		146	0.0
SOYBEANS	36.08		43	0.9

Total Base Acres: 156.01

Owners: J W CLEVELAND REVOCABLE TRUST

Other Producers: None

Commitment Number: GC190161

STEWART TITLE GUARANTY COMPANY

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

1.	Commitment Date: November 6, 2019 at 07:00 AM.					
2.	Policy (or Policies) to be issued:				
	(a)	Owner's Policy (ALTA Own. Policy 2006) Proposed Insured:	Policy Amount \$2,000.00			
		To Be Determined				
	(b)	Loan Policy (ALTA Loan Policy 2006) Proposed Insured:	Policy Amount \$			
	(c)	Proposed Insured:	Policy Amount \$			
3.	Fee Si	mple interest in the land described in this Commitment is ov	wned, at the Commitment Date, by:			
		O. Montgomery as Successor Trustee under the Revocable Cleveland dated May 3, 1999.	e Declaration of Trust Agreement of			
4.	The lar	nd referred to in the Commitment is described as follows:				
	SEE S	CHEDULE C ATTACHED HERETO.				

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

Fin Schurmeier President

Commitment No. GC190161 Schedule A--Page 1

STEWART TITLE
Guaranty Company

ALTA Commitment Schedule A Valid Only If Schedule B and Cover Are Attached.

Commitment Number: GC190161

SCHEDULE B - SECTION I REQUIREMENTS

The following are the requirements to be complied with:

- Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. Warranty Deed from Robert O. Montgomery as Successor Trustee under the Revocable Declaration of Trust Agreement of J. W. Cleveland dated May 3, 1999 vesting fee simple title in the proposed insured.
- 6. Satisfaction and release of record of Mortgage dated March 30, 1983 from Matilda C. Cleveland, Mortgagor to the Cynthiana State Bank, Mortgagee in the original principal amount of \$60,000.00, recorded April 6, 1983 in Mortgage Drawer 4, Card 1568 covering a portion of Tract 2 of the subject real estate. NOTE: This mortgage may in fact be paid but not yet released of record.

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

Commitment Number: GC190161

SCHEDULE B - SECTION II EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 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.
- The Commitment does not republish any covenant, condition, restriction, or limitation contained in any document to the extent that the 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.
- 4. Easement or claims of easements not shown by the public records.
- 5. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspections of the premises.
- 6. 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.
- 7. Rights or claims of parties in possession not shown by the public records.
- 8. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
- 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. 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.
- 11. The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A.

12. Taxes for 2019 due and payable in 2020 and taxes and assessments subsequent thereto.

Tract 1 of the subject real estate is assessed in Johnson Township under Duplicate No. 26-22-04-200-001.151-024. The assessed value of the land is \$103,500.00. No improvements are assessed. No Exemptions are currently being allowed. Taxes for 2018 which were due and payable in May and November, 2019 in the amount of \$918.05 for each installment have been paid.

Tract 1 of the subject real estate is subject to METZ Drainage Assessment. The 2019 assessment which was due and payable in May and November, 2019 in the amount of \$50.29 for each installment have been paid.

Tract 2 of the subject real estate is assessed in Johnson Township under Duplicate No. 26-22-10-300-000.203-024. The assessed value of the land is \$95,600.00. No improvements are assessed. No Exemptions are currently being allowed. Taxes for 2018 which were due and payable in May and November, 2019 in the amount of \$847.97 for each installment have been paid.

Tract 2 of the subject real estate is subject to METZ Drainage Assessment. The 2019 assessment which was due and payable in May and November, 2019 in the amount of \$45.07 for each installment have been paid.

Tract 3 of the subject real estate is assessed WITH OTHER LAND totaling 108.561 acres in Johnson Township under Duplicate No. 26-22-09-200-000.147-024. The assessed value of the land is \$153,400.00 and the assessed value of the improvements are \$84,000.00. A Mortgage Exemption in the amount of \$3,000.00, an Age Exemption in the amount of \$12,480.00, a Homestead Exemption in the amount of \$45,000.00 and a Supplemental Homestead Exemption in the amount of \$12,600.00 are currently being allowed. Taxes for 2018 which were due and payable in May and November, 2019 in the amount of \$1,400.73 for each installment have been paid.

Tract 3 of the subject real estate is subject to METZ Drainage Assessment. The 2019 assessment which was due and payable in May and November, 2019 in the amount of \$67.85 for each installment have been paid.

NOTE: The subject real estate will be separated for taxes for 2019 payable in 2020. The tract will total 42.518 acres.

Tract 1 of the subject real estate is subject to the following:

- 13. A 75 foot setback from the top of the berm of Jordan Creek a Court Ditch running along the west side of Tract 1.
- 14. Easement for Right-of-Way dated June 26, 1945 from Columbus B. Smith, Grantor to Southern Indiana Gas and Electric Company, Grantee, recorded January 22, 1991 in Deed Drawer 7, Card 2027 and as Instrument No. 91-418.
- 15. Easement for Right-of-Way dated March 14, 1953 from Hershel T. Boren and Helen M. Boren, Grantors to Southern Indiana Gas and Electric Company, Grantee, recorded March 6, 1991 in Deed Drawer 7, Card 2294 and as Instrument No. 91-1283.
- Easement for Right-of-Way dated October 18, 1946 from Charles and Zetta Boren, Grantors to Southern Indiana Gas and Electric Company, Grantee, recorded March 6, 1991 in Deed Drawer 7, Card 2298 and as Instrument No. 91-1287.
- 17. Easement for Right-of-Way dated October 20, 1949 from Hershel Boren and Helen Boren, husband and wife, and Clara Boren, Grantors to Southern Indiana Gas and Electric Company, Grantee, recorded March 6, 1991 in Deed Drawer 7, Card 2299 and as Instrument No. 91-1288.

- 18. Easement for Right-of-Way dated August 16, 1945 from Hershel T. Boren and Clara T. Boren, Grantors to Southern Indiana Gas and Electric Company, Grantee, recorded March 6, 1991 in Deed Drawer 7, Card 2300 and as Instrument No. 91-1289.
- Right-of-Way Grant dated September 12, 1940 from Hershel T. Boren, Helen M. Boren and Clara T. Boren, Grantors to the State of Indiana, Grantee, for State Road 68, recorded December 12, 1940 in Deed Record 113, Page 137.
- 20. Except the coal and subject to the mining rights and easements including the right to remove coal by underground method only as appears in Coal Deed dated July 10, 1974 from Helen M. Boren, Grantor to Senca Coal Corporation, Grantee, recorded August 6, 1974 in Deed Drawer 2, Card 8421.
- Oil and Gas Lease dated November 7, 1979 in favor of H. Paul Maier, recorded August 4, 1981 in Misc. Drawer 4, Card 1911.
- Oil and Gas Lease dated January 10, 1983 in favor of Saturn Exploration, recorded January 14, 1983 in Misc. Drawer 5, Card 77.
- 23. Oil and Gas Lease dated June 11, 1984 in favor of Consolidated Resources of America, Inc., recorded November 27, 1984 in Oil and Gas Drawer 1, Card 656 and as Instrument No. 84-5820.
- 24. Perpetual Highway Easement for the Relocation, Cleaning and Repairing of a Legal Ditch dated November 21, 2001 from J. W. Cleveland, Trustee of the J. W. Cleveland Revocable Declaration of Trust Agreement of J. W. Cleveland dated May 3, 1999, Grantor to the State of Indiana, Grantee, recorded January 15, 2002 as Instrument No. 200200000525.
 - Tract 2 of the subject real estate is subject to the following:
- 25. Except the coal and subject to the mining rights and easements including the right to remove coal by underground method only as appears in Coal Deed dated February 15, 1971 from Estella Boren, Grantor to Ohio Valley Coal Company, Inc. of Kentucky, Grantee, recorded February 16, 1971 in Deed Drawer 1, Card 2918 as corrected by instrument dated December 19, 1972 and recorded December 22, 1972 in Deed Drawer 1, Card 5764.
- 26. Except the coal and subject to the mining rights and easements including the right to remove coal by underground method only as appears in Coal Deed dated February 15, 1971 from William Ralph Cleveland and Matilda C. Cleveland, Grantors to Ohio Valley Coal Company, Inc. of Kentucky, Grantee, recorded February 16, 1971 in Deed Drawer 1, Card 2919.
- 27. Except the coal and subject to the mining rights and easements including the right to remove coal by underground method only as appears Coal Deed April 1, 1971 from Flora E. Ficken, Grantor to Ohio Valley Coal Company, Inc. of Kentucky, Grantee, recorded April 16, 1971 in Deed Drawer 1, Card 3171 as corrected by instrument dated June 20, 1973 and recorded June 29, 1973 in Deed Drawer 2, Card 6544.
- 28. Right-of-Way dated June 30, 1970 from Estella Boren, Grantor to Ashland Pipe Line Company, Grantee, recorded August 5, 1970 in Deed Drawer 1, Card 2267.

- 29. Right-of-Way dated June 30, 1970 from William Ralph Cleveland and Matilda C. Cleveland, Grantors to Ashland Pipe Line Company, Grantee, recorded August 5, 1970 in Deed Drawer 1, Card 2271.
- 30. Right-of-Way dated July 1, 1970 from Flora E. Ficken, Grantor to Ashland Pipe Line Company, Grantee, recorded August 5, 1970 in Deed Drawer 1, Card 2268.
- 31. Warranty Deed for Cemetery dated March 7, 1855 in favor of the Board of Commissioners of Gibson County, recorded August 25, 1855 in Deed Book R, Page 78.
- Oil and Gas Lease dated February 14, 1990 in favor of Bobby G. Winters, Jr., recorded May 7, 1990 in Oil and Gas Drawer 2, Card 535 and as Instrument No. 90-2083.
 - Tract 3 of the subject real estate is subject to the following:
- 33. Except the coal and subject to the mining rights and easements including the right to remove coal by underground method only as appears in Coal Deed dated July 10, 1974 from Helen M. Boren to Seneca Coal Corporation conveying all coal and the right to mine the same by underground methods only dated August 6, 1974 in Deed Drawer 2, Card 8421.
- 34. Oil and Gas Lease dated November 7, 1979 in favor of H. Paul Maier covering portions of the subject real estate located in Sections 3 and 10, recorded August 4,1981 in Misc. Drawer 4, Card 1911.
- 35. Oil and Gas Lease dated December 11, 1981 in favor of Hamilton Oil Corporation covering portions of the subject real estate located in Sections 4 and 9, recorded February 25, 1982 in Misc. Drawer 4, Card 3454.
- 36. Oil and Gas Lease dated January 10, 1983 in favor of Saturn Exploration covering portions of the subject real estate located in Section 10, recorded January 14, 1983 in Misc. Drawer 5, Card 77.
- 37. Oil and Gas Lease dated June 11, 1984 in favor of Consolidated Resources of America, Inc. covering portions of the subject real estate in Sections 3 and 4, recorded November 27, 1984 in Oil and Gas Drawer 1, Card 656.
- 38. Easement for Right-of-Way dated October 18, 1946 from Charles and Zetta Boren to Southern Indiana Gas and Electric Company covering portions of the subject real estate located in Section 3, recorded March 6, 1991 in Deed Drawer 7, Card 2298.
- 39. Easement for Right-of-Way dated August 16, 1945 from Clara and Herschel Boren to Southern Indiana Gas and Electric Company covering portions of the subject real estate in Sections 3, 4 and 9, recorded March 6, 1991 in Deed Drawer 7, Card 2300.
- 40. Easement for Right-of-Way dated March 3, 1964 from Helen M. Boren to Southern Indiana Gas and Electric Company covering portions of the subject real estate in Section 9, recorded March 8, 1991 in Deed Drawer 7, Card 2361.

- 41. Perpetual Highway Easement dated November 21, 2001 from J. W. Cleveland, as Trustee under the Revocable Declaration of Trust Agreement of J. W. Cleveland dated May 3, 1999 to the State of Indiana, recorded January 15, 2002 as Instrument No. 200200000525.
- 42. Subject to the right-of-way of a county road running across Sections 10 and 3, known as the Owensville-Evansville Road.
- 43. Rights of the public to that portion of the subject real estate located within the bounds of State Road 68 running along the north side of Tract 3 of the subject real estate.

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. GC190161

SCHEDULE C

TRACT 1:

A West part of Fractional Section 3 and East part of Fractional Section 4, all in Township 4 South, Range 11 West in Johnson Township, Gibson County, Indiana, and further described as follows: Begin at the Northwest corner of Fractional Section 3, Township 4 South, Range 11 West and measure East, along said North line, a distance of 380.75 feet to an iron; thence South 7 degrees 21 minutes East, a distance of 759.41 feet to an iron; thence measure North 89 degrees 56 minutes East, a distance of 657.02 feet to an iron; thence measure North 65 degrees 30 minutes East, more or less, along the North right-of-way line of old State Road #68, a distance of 54.00 feet to an iron; thence measure South 08 degrees 53.5 minutes East, a distance of 41.53 feet to the center line of old State Road #68; thence measure South 65 degrees 30 minutes West, more or less, along the center line of said Old State Road #68, a distance of 1,006.95 feet; thence begin by bearing South 65 degrees 30 minutes West and measure along a right turning circular curve (Radius of 3274.05 feet) an arc distance of 1,353.30 feet; thence measure South 89 degrees 40 minutes West, along the center line of Old State Road #68, a distance of 1,155.70 feet to the center line of Jordan Creek; thence measure North 7degrees East, along the center of said Creek, a distance of 1,483.70 feet to the North line of Fractional Section 4; thence measure East, a distance of 2,022 feet to the point of beginning and containing 84.90 acres.

SUBJECT TO the South part of a county road right-of-way off the North side thereof.

ALSO, SUBJECT TO a North part of Old State Road #68 right-of-way off the South side thereof.

EXCEPTING THEREFROM, All the coal in and under the above described real estate.

ALSO EXCEPTING THEREFROM, A part of the West half of Fractional Section 3, Township 4 South, Range 11 West in Johnson Township, Gibson County, Indiana and further described as follows: Commence at an iron found at the Northwest corner of the West Half of Fraction Section 3, Township 4 South, Range 11 West and thence measure East, a distance of 380.75 feet to an iron; thence measure South 7 degrees 21 minutes East, a distance of 759.41 feet to an iron at the true point of beginning; thence measure North 89 degrees 56 minutes East, a distance of 657.02 feet to an iron; thence measure South 65 degrees 30 minutes West, along the North right-of-way line of State Road 68, a distance of 691.69 feet to an iron set; thence measure North 04 degrees 45 minutes West, a distance of 278.66 feet to the point of beginning and containing 2.09 acres.

ALSO EXCEPTING THEREFROM, A Part of the West Half of Fractional Section 3, Township 4 South, Range 11 West of the second principal meridian, Johnson Township, Gibson County, Indiana and more particularly described as follows: Beginning at a 5/8 inch iron rod found at the northwest corner of said half section; thence along the north line thereof South 89 Degrees 23

Minutes 43 Seconds East a distance of 380.75 feet to a magnail set; thence South 04 Degrees 32 Minutes 59 Seconds East a distance of 265.22 feet to a 5/8 inch rebar set with plastic cap inscribed Kiesel LS 20800145, herein referred to as a rebar set; thence parallel with said north line, North 89 Degrees 23 Minutes 43 Seconds West a distance of 325.24 feet to a rebar set; thence North 60 Degrees 37 Minutes 05 Seconds West a distance of 90.81 feet to a rebar set in a ditch on the west line of said half section; thence along said west line, North00 Degrees 40 Minutes 18 Seconds East a distance of 220.44 feet to the point of beginning, containing 2.342 acres, more or less.

TRACT 2:

A part of the North Half of the Southwest Quarter of Section 10, Township 4 south. Range 11 west, bounded and described as follows, to-wit: Begin at a point 20.4 rods north and 22 rods and 5 feet west of the southeast corner thereof, and run thence west parallel to the south line of said quarter section 100 rods to the center of the Owensville and Evansville Road as now located, and known as the Old Red Bank Road; thence north along the center of said highway 51 rods; thence east parallel to the said south line 100 rods to a point 22 rods and 5 feet west of the east line of said quarter section; thence south parallel to said east line 51 rods to the place of beginning, containing 31.87 acres, except that part of said tract heretofore deeded for a private burial ground and a roadway 20 feet wide leading thereto from said public highway.

ALSO, a part of the South Half of the Northwest Quarter of Section 10, Township 4 South, Range 11 West and bounded as follows, to-wit: Beginning at a point 22 rods and 5 feet West of the Southeast corner of said South Half of said Northwest Quarter of said Section 10, Township and Range aforesaid, and running thence due North 40 rods; thence West 102 rods; thence South 40 rods; thence East 102 rods to the place of beginning, containing 25.5 acres, more or less.

ALSO, a part of the North Half of the Southwest Quarter of Section 10, Township 4 South, Range 11 West, bounded and described as follows, to-wit: Beginning at a point 71.4 rods North and 22 rods and 5 feet West of the Southeast corner thereof and run thence West parallel to the South line thereof 100 rods to the center of the Owensville and Evansville road as now located and known as the "Old Red Bank" road; thence North along the center of said highway 9.77 rods to the Half Section line; thence East along said Half Section line 100 rods; thence South parallel to the East line of said Quarter Section 9.77 rods to the place of beginning, containing 6.38 acres, more or less.

ALSO, Twelve and 75/100 acres (12.75) in the North Half of the Southwest Quarter of Section 10, Township 4 South, Range 11 West, bounded and described as follows, to-wit: Begin 22 rods and 5 feet west of the southeast corner of said half quarter section, and run thence west along the south line thereof 100 rods to the center of the Owensville and Evansville Road, known as the "Old Red Bank" Road; thence North along the center of said highway 20.4 rods; thence East, parallel to said south line, 100 rods, to a point 22 rods and 5 feet west of the east line of said quarter section; thence south, parallel to said east line, 20.4 rods to the place of beginning.

EXCEPTING THEREFROM, A part of the North Half of the Southwest Quarter of Section 10, Township 04 South, Range 11 West in Gibson County, Indiana and more particularly described as follows: Commencing at a point where the centerline of the Old Owensville Road intersects the north line of the said half quarter section, said point lies 631.62 feet east of the northwest corner of the said half, quarter section; thence South 00 degrees 51 minutes 14 seconds East along the said

centerline a distance of 800.76 feet to the point of beginning; thence North 85 degrees 50 minutes 09 seconds East a distance of 351.45 feet; thence South 00 degrees 07 minutes 46 seconds West a distance of 565.62 feet to the south line of the said half, quarter section; thence North 89 degrees 56 minutes 13 seconds West along the said south line a distance of 341.20 feet to the centerline of the Old Owensville Road; thence North 00 degrees 51 minutes 14 seconds West along the said centerline a distance of 540.08 feet to the point of beginning and containing 4.39 acres, more or less.

EXCEPTING THEREFROM, All the coal and other minerals mixed with coal in and under the above described real estate.

TRACT 3:

A Southwest part of Fractional Section 3, a Southeast part of Fractional Section 4, a Northeast part of Section 9 and a Northwest part of Section 10, all in Township 4 South, Range 11 West, Johnson Township, Gibson County, Indiana, and further described as follows: Begin at the Southeast corner of the West Half of the West Quarter of Fraction Section 3, Township 4 South, Range 11 West and measure South 89 degrees 40 minutes 02 seconds East, a distance of 1,637.63 feet to an iron found, thence measure South 0 degrees 28 minutes 36 seconds West, a distance of 1,020.50 feet to an iron found; thence measure South 89 degrees 04 minutes 45 seconds West, a distance of 1,842.06 feet to an iron set; thence measure North 3 degrees 59 minutes 14 seconds East, a distance of 266.19 feet to a 3/4 inch pipe found; thence measure South 89 degrees 52 minutes 44 seconds West, a distance of 515.99 feet to a spike found; thence measure North 1 degree 45 minutes 47 seconds West, along the center line of a county road, a distance of 210.28 feet to an iron set; thence measure South 89 degrees 50 minutes 20 seconds West, a distance of 609.63 feet to an iron found; thence measure South 0 degree 04 minutes 45 seconds West, a distance of 413.00 feet to an iron set; thence measure South 89 degrees 29 minutes 34 seconds West, a distance of 1,828.90 feet to an iron set; thence measure North 0 degree 12 minutes 26 seconds East, a distance of 993.28 feet to an iron set in the center line of Old State Road #68; thence measure North 89 degrees 40 minutes East, along said center line, a distance of 722.71 feet; thence begin by bearing North 89 degrees 40 minutes East and measuring along a left turning circular curve (radius of 3274.0 feet) an arc distance of 1.353.3 feet; thence measure North 65 degrees 30 minutes East, along said center line a distance of 1,200.00 feet to a P.K. nail; thence measure South 0 degree 36 minutes 11 seconds West, a distance of 790.37 feet to the point of beginning and containing 122.819 acres.

SUBJECT TO, a part of a county road right-of-way (Old State Road #68) off the North side thereof.

ALSO SUBJECT TO, a county road 40 feet right-of-way (20 feet each side) whose center line is described as follows: Commence at an iron found in the center line of said county road and said iron being 795.11 feet South and 747.21 feet West of the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 10, Township 4 South, Range 11 West; thence measure North 1 degree 45 minutes 47 seconds West, a distance of 1230 feet more or less to the center line of Old State Highway #68 and thus termination.

EXCEPTING THEREFROM, The Northeast part of Section 9, Township 4 South, Range 11 West, in Johnson Township, Gibson County, Indiana, and being that part of the grantor's land lying within the Right-of-Way lines depicted on the Right-of-Way Parcel Plat, marked Exhibit "B",

described as follows: Commencing at the southeast corner of the West Half of the Southwest Quarter of Fractional Section 3; thence South 89 degrees 40 minutes 02 seconds East 1637.63 feet: thence South 0 degree 28 minutes 36 seconds West 1020.50 feet; thence South 84 degrees 04 minutes 45 seconds West 1842.06 feet; thence North 3 degrees 59 minutes 14 seconds East 266.19 feet; thence South 89 degrees 52 minutes 44 seconds West 515.99 feet; thence North 1 degree 45 minutes 47 seconds West 210.28 feet; thence South 89 degrees 50 minutes 20 seconds West 609.63 feet; thence South 0 degree 04 minutes 45 seconds West 413.00 feet; thence South 89 degrees 29 minutes 34 seconds West 1828.90 feet (the foregoing bearings and distances quoted from Document Number 99-3528) to the west line of the grantor's land; thence North 0 degree 11 minutes 22 seconds East 287.296 meters (942.57 feet) (North 0 degrees 12 minutes 26 seconds East by Document Number 99-3528) along said West line to the Point of Beginning of this description; thence continuing North 0 degree 11 minutes 22 seconds East 8.285 meters (27.18 feet) along said West line to the South boundary of State Road 68; thence North 89 degrees 40 minutes 00 seconds East 5.873 meters (19.27 feet) along said South boundary; thence South 0 degree 20 minutes 00 seconds East 4.572 meters (15.00 feet) along said South boundary; thence North 89 degrees 40 minutes 00 seconds East 29.617 meters (97.17 feet) along said South boundary to the point designated "2026" on said Parcel Plat; thence South 68 degrees 12 minutes 30 seconds West 10.784 meters (35.38 feet) to the point designated "2023" on said Parcel Plat; thence North 89 degrees 48 minutes 44 seconds West 25.530 feet (83.76 feet) to the Point of Beginning and containing 0.0144 hectares (0.036 acres), more or less.

ALSO, EXCEPTING THEREFROM, Part of the Northwest Quarter of Section 10, Township 4 South, Range 11 West, in Johnson Township, Gibson County, Indiana, and more particularly described as follows: Beginning at a 5/8" iron pin set flush (with cap LS #S0137) in the centerline of Owensville-Evansville Road and said iron pin being the following courses and distances from 5" X 5" concrete post found 4" above grade from the Southeast corner of the West Half of the West Half of Fractional Section 3, Township 4 South, Range 11 West; and from said concrete post thence South 89 degrees 31 minutes 16 seconds West along the North line of said Section 10 Seven Hundred Fifty-One and Twenty-Seven Hundredths (751.27) feet of the centerline of said Owensville-Evansville Road: thence South 01 degree 50 minutes 04 seconds East along centerline Five Hundred Thirty and Thirty-One Hundredths (530.31) feet to said 5/8" iron pin at the point of beginning; and from said beginning point thence North 63 degrees 22 minutes 01 second East Five Hundred Eighty-Three and Ninety-Three Hundredths (583.93) feet to a 5/8" iron pin set flush (with cap LS #S0137); thence South 00 degrees 00 minutes 00 seconds West Five Hundred Twenty and No Hundredths (520.00) feet to a 10" wood post at a corner of the grantor's parcel; thence South 89 degrees 51 minutes 44 seconds West along a line of said grantor's parcel Five Hundred Sixteen and Fifty-Nine Hundredths (516.59) feet to a railroad spike found flush in the centerline of said Owensville-Evansville Road: thence North 01 degree 02 minutes 06 seconds West along said centerline Two Hundred Nine and Fifty-Four Hundredths (290.54) feet to a 3/4" iron pipe found 1" below grade; thence North 01 degree 50 minutes 04 seconds West along said centerline Fifty and No Hundredths (50.00) feet to the point of beginning. CONTAINING 4.657 ACRES, MORE OR LESS.

ALSO, EXCEPTING THEREFROM, Part of the Northeast Quarter of Section (9) and a southeast part of Fractional Section(4), all in Township (4) South, Range (11) West, in Johnson Township, Gibson County, Indiana being that tract of land shown on a survey certified by Gregory A. Kissel,

PS on May 7, 2018 as Kissel Land Surveying, LLC's project number 18-34 (all references to monuments and courses herein are as shown on said plat of survey) and more particularly described as follows: Commencing at a 4" Harrison monument found 16" below grade marking the northeast corner of the Northeast Quarter of said Section 9; thence North 89 degrees 28 minutes 59 seconds West [bearings based on State Plane Coordinate System, West Zone NAD83] along the north line of said quarter section one hundred ten and twenty-three hundredths (110.23) feet to the POINT OF BEGINNING; thence South 00 degrees 00 minutes 00 seconds East four hundred fifty-seven and nine hundredths (457.09) feet to a 5/8" rebar set flush with plastic cap inscribed "Greg Kissel RLS 20700076"; thence North 89 degrees 28 minutes 59 seconds West three hundred seventy-seven and fifteen hundredths (377.15) feet to a 5/8" rebar set flush with plastic cap inscribed "Greg Kissel RLS 20700076"; thence North 00 degrees 00 minutes 00 seconds East five hundred thirty-nine and thirty hundredths (539.30) feet to a mag nail set flush with washer inscribed "G. Kissel LS20700076" in the centerline of State Road 68; thence North 79 degrees 41minutes 06 seconds East along said centerline one hundred nineteen and forty-six hundredths (119.46) feet; thence North 77 degrees 45 minutes 06 seconds East along said centerline one hundred nine and seventy-nine hundredths (109.79) feet; thence North 75 degrees 02 minutes 12 seconds East along said centerline one hundred thirty-one and sixty-eight hundredths (131.68) feet; thence North 72 degrees 35 minutes 53 seconds East along said centerline twenty-six and thirty-one hundredths (26.31) feet to a Mag nail set flush with washer inscribed "G. Kissel LS20700076"; thence South 00 degrees 00 minutes 00 seconds East one hundred seventy-two and sixteen hundredths (172.16) feet to the point of beginning.

CONTAINING 5.022 ACRES, MORE OR LESS with 1.065 acres, more or less, lying in said Section 4 and 3.957 acres, more or less, lying in said Section 9.

ALSO, EXCEPTING THEREFROM, A part of the west half of the west half of Fractional Section (3), and a part of the North half of Section (10), all in Township (4) South, Range (11) West, in Johnson Township, Gibson County, Indiana, being that tract of land shown on the parcel division survey of said tract certified by Gregory A. Kissel, PS, dated June 20, 2018 as Kissel Land Surveying, LLC's project number 2018-034(2), and more particularly described as follows: Beginning at a 3/4" iron pin found 1" below grade marking the southeast corner of the west half of the west half of said fractional section 3; thence South 89 degrees 40 minutes 45 seconds East along the north line of the northwest quarter of said section 10 one thousand three hundred forty-three and ninety-seven hundredths (1343.97) feet to a 4" Harrison monument found 2" below grade in concrete marking the northwest corner of the northwest quarter of the northeast quarter of said section 10; thence South 89 degrees 06 minutes 39 seconds East along the north line of said quarter quarter section two hundred eighty-three and forty-six hundredths (283.46) feet to a 1-1/4" iron pipe found 6" below grade; thence South 0 degrees 48 minutes 09 seconds West one thousand eighty-one and seventy-two hundredths (1081.72) feet [previous deed record 1020.50 feet] to a 5/8" rebar set 2" above grade with plastic cap inscribed "Greg Kissel RLS 20700076"; thence North 88 degrees 53 minutes 57 seconds West one thousand eight hundred twenty-eight and six hundredths (1828.06) feet [previous deed record 1842.06 feet] to a 1" iron pipe found flush; thence North 1 degree 57 minutes 56 seconds West two hundred sixty-seven and ninety hundredths (267.90) feet [previous deed record 266.19 feet] to a 10" wood post found 10' tall at the southeast corner of the Tolley tract as described in Doc. #2007-1109; thence North 0 degrees 54 minutes 12 seconds East along the east line of said Tolley tract five hundred twenty and no hundredths (520.00) feet to a 5/8" iron pin found 4" above grade with plastic cap inscribed "Fred Kuester S0137" marking the northeast corner of said Tolley tract; thence South 64 degrees 15 minutes 50 seconds West along the north line of said Tolley tract five hundred eighty-three and ninety-three hundredths (583.93) feet to a 5/8" iron pin found 3" below grade with mangled cap in the centerline of Owensville Road; thence North 1 degree 06 minutes 29 seconds West along said centerline nine hundred seventy-eight and thirty-six hundredths (978.36) feet to a Mag nail set flush with washer inscribed "G. Kissel LS20700076" in the centerline of State Road 68; thence North 66 degrees 19 minutes 31 seconds East along said centerline eight hundred forty-three and thirty-four hundredths (843.34) feet to a Mag nail set flush with washer inscribed "G. Kissel LS20700076" on the east line of the west half of the west half of said fractional section 3; thence South 0 degrees 47 minutes 21 seconds West along said east line seven hundred ninety-two and fifty-seven hundredths (792.57) feet [previous deed record 790.37 feet] to the point of beginning. CONTAINING 61.021 ACRES, MORE OR LESS.

ALSO, EXCEPTING THEREFROM, A part of the Northeast Quarter of Section (9) and a southeast part of Fractional Section (4), all in Township (4) South, Range (11) West, in Johnson Township, Gibson County, Indiana being that tract of land shown on a survey certified by Gregory A. Kissel, PS on November 7, 2019 as Kissel Land Surveying, LLC's project number 18-34 (2) and more particularly described as follows: Beginning at a 4" Harrison monument found 16" below grade marking the northeast corner of the northeast quarter of said section 9; thence South 0 degrees 53 minutes 04 seconds West [bearings based on State Plane Coordinate System, West Zone NAD83] along the East line of said quarter section four hundred fifty-seven and eight hundredths (457.08) feet to a 5/8" rebar set flush with cap inscribed "Greg Kissel RLS 20700076"; thence North 89 degrees 28 minutes 59 seconds West one hundred three and seventeen hundredths (103.17) feet to a 5/8" rebar found flush with plastic cap inscribed "Greg Kissel RLS 20700076" marking the Southeast corner of a 5.022 acre tract as described in Deed record Document # 201800002181; thence North 00 degrees 00 minutes 00 seconds West along the East line of said 5.022 acre tract six hundred twenty-nine and twenty-five hundredths (629.25) feet to mag nail set flush with washer inscribed "G Kissel LS 20700076" in the centerline of State Road 68; thence North 72 degrees 00 minutes 22 seconds East along said centerline one hundred nineteen and nineteen hundredths (119.19) feet to a mag nail set flush with washer inscribed "G. Kissel LS20700076" on the East line of said fractional section 4; thence South 00 degrees 51 minutes 20 seconds West along said East line two hundred ten and no hundredths (210.00) feet to the point of beginning.

CONTAINING 1.609 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 EXTRA CONTRACTUAL 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 Policy Amount and the name of the Proposed Insured.

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

- (e) Schedule B, Part I""Requirements; [and]
- (f) Schedule B, Part II""Exceptions[; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I""Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II""Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (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)(ii) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I""Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

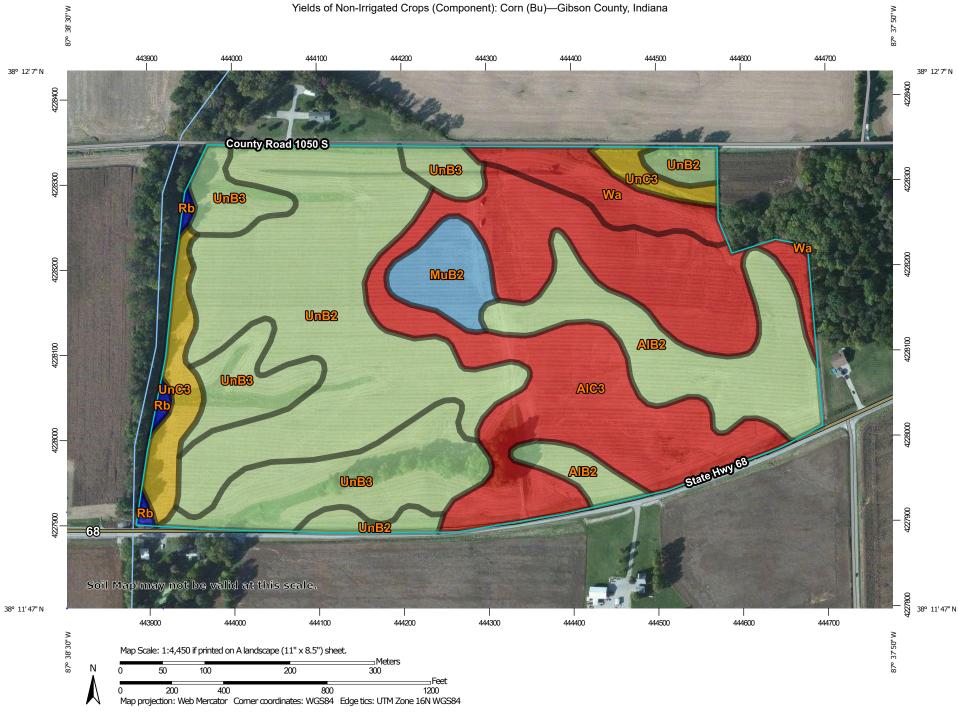
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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.



Yields of Non-Irrigated Crops (Component): Corn (Bu)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
AlB2	Alford silt loam, 2 to 5 percent slopes, eroded	138.65	10.0	12.9%
AIC3	Alford silt loam, 5 to 10 percent slopes, severely eroded	116.04	22.9	29.5%
MuB2	Muren silt loam, 2 to 6 percent slopes, eroded	155.00	2.7	3.5%
Rb	Ragsdale silt loam, overwash	190.00	0.5	0.6%
UnB2	Uniontown silt loam, 2 to 6 percent slopes, eroded	140.60	22.2	28.6%
UnB3	Uniontown silt loam, 2 to 6 percent slopes, severely eroded	135.90	12.6	16.2%
UnC3	Uniontown silt loam, 6 to 12 percent slopes, severely eroded	125.00	3.6	4.7%
Wa	Wakeland silt loam, 0 to 2 percent slopes, frequently flooded	118.75	3.2	4.2%
Totals for Area of Inter	rest	ı	77.8	100.0%

MAP LEGEND

Area of Interest (AOI) Transportation Area of Interest (AOI) Rails Soils Interstate Highways Soil Rating Polygons US Routes <= 118.75 Major Roads > 118.75 and <= 125.00 Local Roads \sim > 125.00 and <= 140.60 **Background** > 140.60 and <= 155.00 Aerial Photography > 155.00 and <= 190.00 Not rated or not available Soil Rating Lines <= 118.75 > 118.75 and <= 125.00 > 125.00 and <= 140.60 > 140.60 and <= 155.00 > 155.00 and <= 190.00 Not rated or not available **Soil Rating Points** <= 118.75 > 118.75 and <= 125.00 > 125.00 and <= 140.60 > 140.60 and <= 155.00 > 155.00 and <= 190.00 Not rated or not available **Water Features**

Streams and Canals

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15.800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Gibson County, Indiana Survey Area Data: Version 20, Sep 16, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 27, 2011—Oct 5, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



Yields of Non-Irrigated Crops (Component): Corn (Bu)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
AlB2	Alford silt loam, 2 to 5 percent slopes, eroded	138.65	2.0	2.8%
AIC3	Alford silt loam, 5 to 10 percent slopes, severely eroded	116.04	13.7	19.2%
Ма	Maplehill silt loam, frequently flooded	140.45	13.5	19.0%
MuB2	Muren silt loam, 2 to 6 percent slopes, eroded	155.00	11.2	15.6%
UnB2	Uniontown silt loam, 2 to 6 percent slopes, eroded	140.60	13.0	18.3%
UnB3	Uniontown silt loam, 2 to 6 percent slopes, severely eroded	135.90	6.7	9.4%
Wa	Wakeland silt loam, 0 to 2 percent slopes, frequently flooded	118.75	11.2	15.7%
Totals for Area of Inter	rest	71.4	100.0%	

MAP LEGEND

Area of Interest (AOI) Transportation Area of Interest (AOI) Rails Soils Interstate Highways Soil Rating Polygons US Routes <= 116.04 Major Roads > 116.04 and <= 118.75 Local Roads \sim > 118.75 and <= 135.90 **Background** > 135.90 and <= 140.60 Aerial Photography > 140.60 and <= 155.00 Not rated or not available Soil Rating Lines <= 116.04 > 116.04 and <= 118.75 > 118.75 and <= 135.90 > 135.90 and <= 140.60 > 140.60 and <= 155.00 Not rated or not available **Soil Rating Points** <= 116.04 > 116.04 and <= 118.75 > 118.75 and <= 135.90 > 135.90 and <= 140.60 > 140.60 and <= 155.00 Not rated or not available **Water Features** Streams and Canals

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15.800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

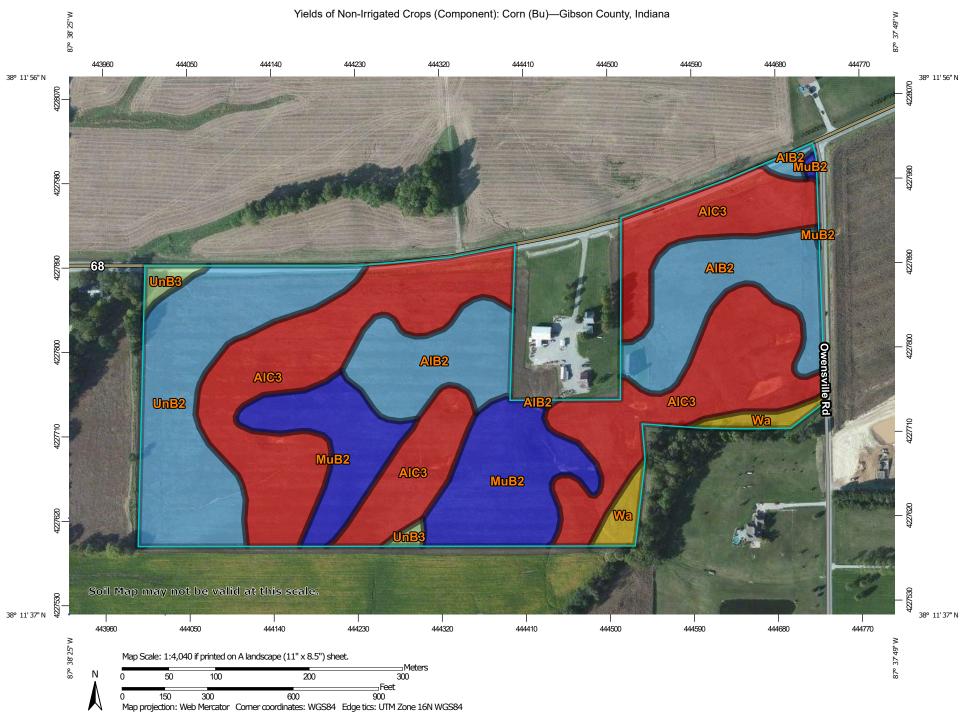
This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Gibson County, Indiana Survey Area Data: Version 20, Sep 16, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 12, 2016—Mar 9, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



Yields of Non-Irrigated Crops (Component): Corn (Bu)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
AlB2	Alford silt loam, 2 to 5 percent slopes, eroded	138.65	9.0	18.5%
AIC3	Alford silt loam, 5 to 10 percent slopes, severely eroded	116.04	22.0	44.9%
MuB2	Muren silt loam, 2 to 6 percent slopes, eroded	155.00	8.2	16.8%
UnB2	Uniontown silt loam, 2 to 6 percent slopes, eroded	140.60	7.9	16.2%
UnB3	Uniontown silt loam, 2 to 6 percent slopes, severely eroded	135.90	0.6	1.2%
Wa	Wakeland silt loam, 0 to 2 percent slopes, frequently flooded	118.75	1.2	2.4%
Totals for Area of Inter	rest	48.9	100.0%	

MAP LEGEND

Area of Interest (AOI) Transportation Area of Interest (AOI) Rails Soils Interstate Highways Soil Rating Polygons US Routes <= 116.04 Major Roads > 116.04 and <= 118.75 Local Roads \sim > 118.75 and <= 135.90 **Background** > 135.90 and <= 140.60 Aerial Photography > 140.60 and <= 155.00 Not rated or not available Soil Rating Lines <= 116.04 > 116.04 and <= 118.75 > 118.75 and <= 135.90 > 135.90 and <= 140.60 > 140.60 and <= 155.00 Not rated or not available **Soil Rating Points** <= 116.04 > 116.04 and <= 118.75 > 118.75 and <= 135.90 > 135.90 and <= 140.60 > 140.60 and <= 155.00 Not rated or not available **Water Features** Streams and Canals

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15.800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Gibson County, Indiana Survey Area Data: Version 20, Sep 16, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 12, 2016—Mar 9, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Description

These are the estimated average yields per acre that can be expected of selected nonirrigated crops under a high level of management. In any given year, yields may be higher or lower than those indicated because of variations in rainfall and other climatic factors.

In the database, some states maintain crop yield data by individual map unit component and others maintain the data at the map unit level. Attributes are included in this application for both, although only one or the other is likely to contain data for any given geographic area. This attribute uses data maintained at the map unit component level.

The yields are actually recorded as three separate values in the database. A low value and a high value indicate the range for the soil component. A "representative" value indicates the expected value for the component. For these yields, only the representative value is used.

The yields are based mainly on the experience and records of farmers, conservationists, and extension agents. Available yield data from nearby areas and results of field trials and demonstrations also are considered.

The management needed to obtain the indicated yields of the various crops depends on the kind of soil and the crop. Management can include drainage, erosion control, and protection from flooding; the proper planting and seeding rates; suitable high-yielding crop varieties; appropriate and timely tillage; control of weeds, plant diseases, and harmful insects; favorable soil reaction and optimum levels of nitrogen, phosphorus, potassium, and trace elements for each crop; effective use of crop residue, barnyard manure, and green manure crops; and harvesting that ensures the smallest possible loss.

The estimated yields reflect the productive capacity of each soil for the selected crop. Yields are likely to increase as new production technology is developed. The productivity of a given soil compared with that of other soils, however, is not likely to change.

Rating Options

Crop: Corn

Yield Units: Bu

Aggregation Method: Weighted Average

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Interpret Nulls as Zero: Yes