I/We acknowledge to have read
this exhibit and agree
to these auction conditions.
Buyer____________________
Seller____________________

EXHIBIT B

SCHRADER REAL ESTATE & AUCTION COMPANY, INC.
Auction Marketing Specialists Nationwide
Offices In: Indiana, Ohio and Michigan

DATE: August 8, 2009
OWNERS: Midwest Coal Reserves of Indiana LLC
and the Hemenway Heirs

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC., welcomes you to bid YOUR price on the real estate offered at this auction.

BIDDING PROCEDURES TO KEEP IN MIND:

1. **All bidding is open to the public. You will need to raise your hand or call out your bid as the auctioneer asks for bids. It is easy! Don't be bashful! This is a one time opportunity. Watch the auctioneer and his bid assistants. They will take your bid and will assist you with any questions.**

2. **Bidding will remain open on individual tracts and all combinations until the close of the auction. You may bid on any tract (subject to "swing tract" limitations), combination of tracts or the entire property. Bidding will be on a lump sum basis.**

3. **Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.**

4. **Minimum bids are at the discretion of the auctioneer.**

5. **The Sellers are present and we anticipate that the top bids at the close of the auction will be accepted. The final bids, however, are subject to the Sellers' acceptance or rejection.**

TERMS OF SALE OUTLINED:

1. **A Buyer's Premium equal to 6% of the high bid amount will be charged to the Buyer and added to the bid amount to arrive at the contract purchase price.**

2. **10% Cash down payment at close of auction based on 10% of the contract purchase price. If you have pre-registered, cash or a personal or corporate check immediately negotiable is satisfactory for the down payment. If you**

have not pre-registered, a bank letter of credit or guarantee will be required with a personal check for the 10% down payment or bidder must present a $5,000 cashier's check with a personal check for the balance of the down payment, if any balance exists.

3. **Balance of purchase price is due at closing, which will take place within 15 days after delivery to the Buyer(s) of the title commitment and approved minor subdivision plat. In the event the closing does not occur prior to December 31, 2009 due to title requirements of the Seller including but not limited to the failure of the Warrick County Planning & Zoning Commission to approve the requested minor subdivision plat, the agreement shall terminate unless extended by mutual consent by the Buyer(s) and Seller.**

   Seller reserves the right to adjust the closing date to coordinate the closing under this agreement with other auction closings.

   Buyer(s) and Seller shall each pay ½ (one-half) of an administered closing. Any cost for a mortgage closing will be paid by the Buyer(s).

4. **Seller will provide a Special Warranty Deed and Title Insurance Commitment. The preliminary title commitment is available for your review. The cost of Owner's Title Insurance Policy premium, if desired by the Buyer shall be at the Buyers expense.**

5. **A survey is being completed for each auction tract. The sheet in your Bidder Packet's indicates the actual surveyed acres. Your bidding should be based on actual surveyed acres. A preliminary estimate of the Buyer's portion of the survey expense is $9.60 per acre. The final cost will be calculated after plat approval by the Warrick County Planning and Zoning Commission and will be available prior to closing. The Buyer's total survey cost will be the final cost per acre multiplied by the acres purchased. Buyer and Seller shall each bear one-half (1/2) of the total cost of the survey.**

   Posted flags and stakes currently in the field are approximate corners established by GPS. At the completion of the legal survey, corners will be marked with a survey pin or spike and a wood stake with pink ribbon marked "Survey Corner".

6. **Seller understands that by state statute they will receive the real estate tax installments for the 2009 real estate taxes that are due and payable in 2010 on the Property. In addition to the Purchase Price, Buyer agrees to pay Seller, at closing, an amount that equates to the estimated 2009 real estate taxes that are due and payable in 2010 on the Property; said estimated amount shall be based on the 2008 real estate taxes for the entire Property being offered for sale at the Auction, calculated on a per acre basis. The estimated real estate taxes for 2009 payable in 2010 to be paid by Buyer to Seller at closing shall be $8.27 per acre for each acre purchased. When Seller receives the 2009 payable in 2010 real estate tax installments, Seller agrees to pay same by the due date. Seller further agrees to indemnify**

Buyer, lender, and title insurance company should Seller fail to satisfy this obligation, including any reasonable and necessary attorney fees. In the event the actual billed amount for the 2009 real estate taxes due and payable in 2010 on the Property exceed the estimated amount paid by Buyer to Seller at closing, Seller shall pay the additional amount.

7. **All future taxes shall be the responsibility of the Buyer(s). The Warrick County Assessor has completed a reassessment of the Property. However, the tax rate that will be used to compute the actual 2009 pay 2010 real estate taxes is not available as of the date of this Auction.**

8. **Possession of the property shall be delivered to Buyer at closing.**

9. **Exhibit "A", the Auction Tract Map, reflects any updates to the Tract Map. Please base all bids on the updated Tract Map in Exhibit "A". Note: The red line running through Tracts 2, 22, 23 & 24 indicates a 50' joint use easement for ingress & egress in favor of Tracts 1, 2, 22, 23 & 24. Said easement is more clearly depicted on the survey map in the display area available for your review and shall be recorded prior to closing, if necessary to provide access to the above mentioned tracts.**

10. **Exhibit C & D are the Special Warranty Deed (drafts) designed to convey the real estate. They are available for your review located in the Bidder Information Packet in the display area.**

11. **Exhibit E is the CNX Gas Company LLC Surface Use Agreement. Available for your review in the display area.**

12. **Posted is Exhibit F, the Shared Lake Rights and Pier Restriction Covenants applicable to the following Tracts: 1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 17, 18, 19, 21, 23 & 24. If the property sells in a manner that the bodies of water on each of the respective sets of tracts is shared then the Exhibit F covenants will be included in the deed for the applicable tracts allowing each owner the right to be on the entire body of water. Exhibit F is posted for your review in the bidder information packets in the display area.**

13. **Lake rights pertain only to the property being sold and does not encumber any adjacent property.**

14. **Coal, oil, gas, coal bed methane and all other minerals of every type under the Property are reserved by the Seller. The Seller shall have the right to explore for, develop, mine, and produce the same by any means "except by surface mining" methods, without liability to the surface owner, including without limitation any liability for subsidence or removal of subjacent or lateral support. The mineral reservation is more specifically set out in Appendix 1 to Exhibits C & D (Special Warranty Deeds) of the Purchase Contract, available for your review in the bidder information packets in the display area.**

15. Many tracts have approved septic sites. Approved septic site locations are available for review on the survey plat in the display area.

16. Deeds shall be recorded in the order designated by the Seller.

17. Your bids are to be based solely upon your inspection. All real estate is sold "AS IS" without physical warranty. Seller and agent are not assuming any responsibility for warranty of any specific zoning classifications, location of utilities, assurance of building permits, driveway permits or water and septic permits.

18. All real estate is being sold subject to those (if any) rights-of-way, easements, leases, deed and plat restrictions, partitions, severances, encumbrances, licenses, reservations and exceptions which are of record as of the date hereof, and to all rights of persons in possession and to physical conditions, encroachments and possessory rights which would be evident from an inspection of the Property.

19. At the close of the auction, Buyer(s) will be required to execute an Agreement to Purchase Real Estate and Exhibits. This agreement is available for your review in your Bidder's Packet. The terms of this agreement and exhibits are non-negotiable. You will be closing on the tract or combination of tracts on which you are the successful bidder in the manner in which you bid at the auction.

20. Schrader Real Estate & Auction Company, Inc. and its representatives are the exclusive Agent of the Seller.

Thank you for your interest in this offering. If you have any questions, please feel free to talk to one of our representatives.

ANY ANNOUNCEMENTS MADE BY THE AUCTIONEER TAKE PRECEDENCE OVER THIS PRINTED MATERIAL.