

DAVIS, DAVIS & LAYSON

ATTORNEYS AT LAW

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ATTORNEY'S OPINION

I hereby certify that I have made a careful examination of the records of Harrison County, State of Indiana, for a period of thirty (30) years immediately preceding the date of this certificate relative to title of the property described as follows:

The Southwest fourth of the Northeast quarter of Section Nine (9), Township Four (4) south, Range Four (4) east
Containing forty (40) acres, more or less.

ALSO: the West half of the Southeast fourth of the Northeast quarter of Section Nine (9), Township Four (4) south, Range Four (4) east
Containing twenty (20) acres, more or less.

EXCEPT: that land which lies North and East of the Corydon-New Middletown Public Road, said excepted land being triangular in shape and containing therein about four (4) acres, more or less,

ALSO EXCEPT: A part of the West half of the Southeast fourth of the Northeast quarter of Section Nine (9), Township four (4) south, Range four (4) east in Harrison County, Indiana, described as follows: Beginning at the Southeast corner of said West half of said fourth of said quarter; running thence North on the East line thereof, four hundred (400) feet to a road, now running through the tract of land of which this is a part, thence South 40 degrees, west with said road, four hundred sixty (460) feet; thence South parallel with the East line fifty (50) feet to the South line of said quarter; thence East on the South line, three hundred (300) feet to the place of beginning.
Containing one and one-half (1 1/2) acre, more or less.

ALSO EXCEPT: a part of the Southeast fourth of the Northeast quarter of Section Nine (9), Township Four (4) south, Range Four (4) east, described as follows: Beginning at a point which is South 42 degrees 50 minutes east six hundred thirty and thirteen-hundredths (630.13) feet from the Northwest corner of the Southeast fourth of the Northeast quarter, said point being the center of county blacktop road; thence South 41

degrees 45 minutes west three hundred seven (307) feet; thence South 42 degrees 50 minutes east one hundred forty two (142) feet; thence North 41 degrees, 45 minutes east three hundred seven (307) feet; thence North 42 degrees 50 minutes west with center of blacktop road one hundred forty two (142) feet to the place of beginning
Containing one (1) acre, more or less.

LEAVING HEREIN AFTER SAID EXCEPTIONS 13.50 acres, more or less.

The above described 13.50 acre tract is subject to a right-of-way over the highway leading from the Northeast corner of the 1 1/2 acre tract (See Deed Record V-5 page 570) and running North along the East line of said West half of the said Southeast fourth of the Northeast quarter to the public highway, said road to be kept open and free of gates at all times.

As of June 20, 2012, I find title to the above described real estate to be legally vested in:

VIRGIE L. SMITH

subject, however, to the following liens, defects and/or other comment, not including reference to normal utility easements, rights of the Public, the State of Indiana, and County of Harrison in and to that part of the premises taken or used for road purposes, or rights of persons in possession of possible mechanic's lien rights in favor of persons furnishing labor or materials within the last sixty (60) days of the date of this certificate, unrecorded federal income and estate tax liens:

1. SURVEY MATTERS:

Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

2. TAXES:

Taxes for the year 2011 due and payable 2012 each half in the amount of \$147.59 are assessed in the name of Virgie L. Smith.

Both installments PAID;

Land - \$24,000.00; Improvements - \$-0-. Exemptions - \$-0-;

Webster Township; ax ID No. 31-14-09-200-004.000-022;

AND 2012 Taxes are a lien but not due and payable until 2013.

GAS WELL ASSESSMENT one installment in the amount of \$18.45 is PAID.

Tax ID No 31-01-25-028.000-050-022. (Enlow Unit 1 9-4-4 Royalty interest)

3. MISCELLANEOUS:

1. Terms and provisions of an Oil and Gas Lease dated March 9, 2004 and recorded March 29, 2004, in Instrument No. 200402809, from Virgie L. Rainbolt, deceased TO Quicksilver Resources, Inc. for a term of five (5) years and so long thereafter as oil and gas may be produced.

POOLED: By Declaration of Pooling Enlow #1 Unit dated November 1, 2004 and recorded November 3, 2004, in Instrument no. 200409798.

ASSIGNED: by Assignment dated October 31, 2007 and recorded November 9, 2007, in Instrument No. 200707565, from Quicksilver Resources, Inc. to BreitBurn Operating, L.P.

MORTGAGED: Mortgage signed October 31, 2007 dated November 1, 2007 and recorded November 9, 2007 in Instrument No. 200707573, in the principal amount of \$358,000,000.00, but shall not exceed \$1,500,000,000.00, from BreitBurn Operating L.P. TO Wells Fargo Bank, National Association.

AMENDED: Amendment effective May 7, 2010, dated May 18, 2010 and recorded June 11, 2010 in Instrument No. 201002812 (Said amendment extends stated maturity date to May 7, 2014) (Said amendment amends mortgage in Instrument No. 200707573).

AMENDED: by Amendment to Mortgage, Indenture, Security Agreement, Fixture Filing, as-Extracted Collateral Filing, Financing Statement and Assignment of Production dated May 6, 2011 and recorded June 1, 2011, in Instrument No. 201102508; from Breitburn Operating L.P. to Wells Fargo Bank, Natinal Association.

RERECORDED: Rerecording of Amendment to Mortgage, Indenture, Security Agreement, Fixture Filing, as-Extracted Collateral Filing, Financing Statement and Assignment of Production in Instrument No. 201102508; recorded September 29, 2011 in Instrument No. 201104431. (Rerecorded for the purpose of correcting a reference number.)

AMENDED: by Amendment to Mortgage, Indenture, Security Agreement, Fixture Filing, as-extracted collateral filing, Financing Statement and Assignment of Production from Breitburn

Operating L.P. to Wells Fargo Bank, National Association; effective as of October 5, 2011, dated February 23, 2012 and recorded March 19, 2012 in Instrument No. 201201315. (Said amendment amends Mortgage to reflect the amendments made in the Credit Agreement Amendment.)

RE-RECORDED: Re-Rerecording of Amendment to Mortgage, Indenture, Security Agreement, Fixture Filing, as-Extracted Collateral Filing, Financing Statement and Assignment of Production previously recorded in Instrument No. 201201315; re-recorded April 27, 2012 in Instrument No. 201201978. (Re-Rerecorded for the purpose of correcting a reference number.)

UCC: Security interest of Wells Fargo Bank, National Association, secured party, as set forth on a UCC Financing Statement signed by BreitBurn Operating L.P., debtors, said Financing Statement recorded December 10, 2007, as No. 2070094.

UCC: Security interest of Wells Fargo Bank, National Association, secured party, as set forth on a UCC Financing Statement signed by BreitBurn Operating L.P., debtors, said Financing Statement recorded December 10, 2007, as No. 2070095.

2. Terms and provisions of an Oil and Gas Lease dated April 29, 2004 and recorded May 6, 2004, in Instrument No. 200404185, from Virgie L. Rainbolt, a/k/a Virgie L. Smith TO Quicksilver Resources, Inc. for a term of five (5) years and so long thereafter as oil and gas may be produced.

ASSIGNED: by Assignment dated November 1, 2007 and recorded November 9, 2007, in Instrument No. 200707564, from Quicksilver Resources, Inc. to BreitBurn Operating, L.P.

MORTGAGED: Mortgage signed October 31, 2007 dated November 1, 2007 and recorded November 9, 2007 in Instrument No. 200707573, in the principal amount of \$358,000,000.00, but shall not exceed \$1,500,000,000.00, from BreitBurn Operating L.P. TO Wells Fargo Bank, National Association.

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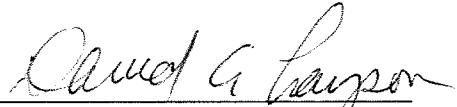
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4. ENCROACHMENT:

No conveyance of right-of-way for ingress and egress to adjoining lands found of record but egis mapping system (39dn.com) shows driveways for adjoining properties encroaching on the above described real estate.

RESPECTFULLY SUBMITTED,

DAVIS, DAVIS & LAYSON

BY: 
David A. Layson, Attorney-At-Law

Rta.Attorneys Opinion Smith (New Middletown rd)