

BREWER & GIGGENBACH, PLLC

ATTORNEYS AT LAW

4TH FLOOR CITIZENS BANK BUILDING

P.O. BOX 4206

MORGANTOWN, W. Va. 26504

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July 31, 2020

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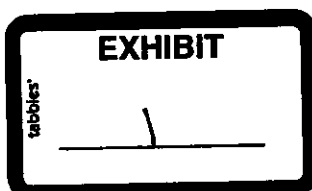
RE: Our Client: Ronald Lane

VIA EMAIL (dtaylor@margolisedelstein.com & john_gianola@yahoo.com)
& UNITED STATES MAIL

Gentlemen:

The current situation with Ronald Lane, Inc. cannot continue. The company sustained significant losses last year and is losing money in the current year. Communications have completely broken down between the principals and it is basically a stalemate with no one being able to agree on any decision to move the company forward.

Therefore, my client is prepared to purchase the outstanding shares of voting and non-voting stock held by Norman Lane and Christopher Lane. While various issues have been in dispute, the parties have been unable to resolve these differences. Therefore, Ronald Lane is prepared to purchase the outstanding 2,716 shares of stock held by Norman Lane. This includes 33 voting shares, as well as 2,683 non-voting shares. Ronald Lane is also prepared to purchase Christopher Lane's 33 voting shares and 1,250 non-voting shares for a total of 1,283 shares of stock.



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Ronald Lane is prepared to pay a per share value of \$1,289.51 as established by the company's CPA firm and valued as of December 31, 2019.

Ronald Lane is prepared to pay Norman Lane \$3,502,309.16 based on a per share value of \$1,289.51.

Ronald Lane is prepared to pay to Christopher Lane \$1,654,441.33 for his 1,283 shares based on a per share value of \$1,289.51.

Ronald Lane is prepared to move forward to arrange for the necessary financing to complete the purchase of this stock in a reasonable timeframe. The value of the stock was established as of December 31, 2019. It is likely much higher than the per share value would presently be given the company's current financial situation.

This proposal is in accordance with paragraph 31(b) of the Ronald Lane, Inc. Amended and Restated Shareholders' Agreement dated November 14, 2018.

In accordance with paragraph 31(c) Ronald Lane is prepared to sell all of his 6,001 shares of voting and non-voting stock at the per share value of \$1,289.51.


We are prepared to discuss the specific arrangements for the transfer of the shares of stock to Ronald Lane for the price quoted above. Please respond in writing with your response to the offer to purchase the voting and non-voting stock for each of your clients within the thirty (30) days provided for within the shareholders' agreement. The value of Ronald Lane's 6001 shares of voting and non-voting stock, based on the per share valuation of \$1,289.51 is \$7,738,349.51. If either of your clients decide to purchase Ronald's stock, please advise us accordingly with the terms of payment and a proposed schedule. It is clear that the company cannot continue in its present fashion with a deadlock and stalemate on virtually every issue. The company continues to lose money every day. The pipeline industry is in disarray, and the value of this stock and, in fact, the value of the entire company is declining on a daily basis.

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Please share this proposal with your clients as soon as possible and we will await your response.

Sincerely,

A handwritten signature in black ink, appearing to read "William C. Brewer". The signature is fluid and cursive, with the first name "William" and last name "Brewer" clearly distinguishable.

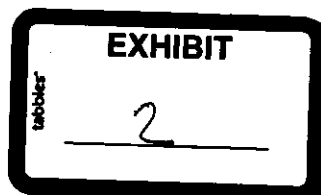
William C. Brewer

WCB:mlw

cc: Ronald Lane (via email & U. S. Mail, w/encl.)

TERM SHEET

1. Ron Lane will sell his stock in RLI to Christopher Lane and Norman Lane for \$7,738,349.51 with payment terms being a 10% down payment (\$773,835) at closing, and delivery of a promissory note bearing interest at the rate of .89% per annum for the balance secured by a deed of trust and assignment of rents (each in form customarily acceptable to lending institutions) on the RLI real property in Ritchie County. RLI, Chris Lane and Norman Lane will indemnify Ron Lane for any claim made by Jim Shafer for failure to pay Shafer under that certain promissory note between Chris Lane and Jim Shafer made on or about August 25, 2020. If the parties fail to pay on the promissory note as provided, the rents from said real property shall be immediately paid to Ron Lane as provided for in the assignment of rents and the tenants shall then be directed to pay such rents directly to Ron Lane for so long as the default is not cured.
2. The closing shall occur at Gianola, Barnum, Bechtel & Jecklin, L.C. on November 17, 2020 at 1:00 pm. Parties and attorneys may attend virtually.
3. The 24 acre more or less "top portion" of the Alpaca property (including the area containing the current security gate and the triangle depicted on the attached map marked "A", less an area not to exceed 3 acres from the portion of the map marked "B" to be definitively determined by survey) is transferred to Ron Lane personally in exchange for



waiving rents due owing to Ron Lane through November 13, 2020 under the "80/20 Split" rental agreement between the parties. The deed to the Alpaca property shall be delivered within two business days from delivery of the survey thereof to counsel for RLI. The costs of survey and transfer taxes shall be split evenly between Ron Lane and RLI. Property taxes shall be prorated at closing on a calendar year basis.

The deeds will include access right of ways and utilities (electric, water, sewer, gas, communications) easements for Ron Lane and RLI in a location and manner reasonably agreed upon by RLI and Ron Lane.

4. Ron Lane retains his cellular phone and phone number shall be transferred to a personal account as directed by Ron Lane.
5. The 1994 Ford F-150 (RLI asset number L183) previously used by the father of Ron Lane and Jeep Scrambler will be transferred to a family trust.
6. Ronald Lane, Inc. will transition to a new company name within ninety (90) days.
7. Indemnify and hold harmless agreement to the benefit of Ron Lane for financial obligations of RLI and all litigation against RLI excluding claims arising from Ron Lane's gross negligence or willful misconduct; notwithstanding any of the above, such exclusion shall not apply to any currently pending litigation of RLI RLI shall maintain or require tenants to maintain existing CGL coverage with RLI named as an additional insured.

8. The Huntington Bank debt, which Ron Lane has personally guaranteed, shall be paid by November 30, 2020.
9. Mutual releases of all claims between and among all shareholders and RLI except for appropriate ownership and claims related to real property.
10. Ron Lane shall have exclusive access to the "car room" for a reasonable period of time not to exceed 365 days after all real property issues are resolved. Ron Lane agrees not to access any other portions of headquarters or interact with company employee during business hours. No party shall pay nor be entitled to rent for said access and usage for the first 180 days after which reasonable monthly rent shall be paid.
11. Waiver of the non-compete and non-solicitation provision of the Amended and Restated Shareholder Agreement with respect to Ron Lane concerning any business other than pipeline construction work.
12. Retain Ron Lane on RLI health insurance through December 31, 2020 under the same terms he has currently.
13. The parties acknowledge and agree the sole outstanding issues between them are limited to the appropriate ownership and claims related to the following pieces of property:
 - a. Sun Valley Development in the name of Ron Lane;
 - b. Wilsonburg Corporate Headquarters and adjacent properties;
 - c. Ellenboro/Ritchie Center property;
 - d. Cairo Property; and


- e. Prior Company Headquarters including land with storage buildings and former used car lot properties at Arnoldsburg.
- 14. Any rent paid or payable following the execution of this agreement due for the following properties shall be collected by RLI and apportioned and paid 80% to RLI and 20% to Ron Lane under the "80/20 Split" rental agreement between the parties monthly until the resolution of the issues identified in Paragraph 13. The properties subject to this agreement are:
 - a. Sun Valley Development held in the name of Ron Lane;
 - b. Wilsonburg properties held in the name of Ron Lane;
 - c. Ellenboro/Ritchie Center property held in the name of Ron Lane;
 - d. Cairo Property; and
 - e. Prior Company Headquarters and former used car lot properties at Arnoldsburg.
- 15. RLI and its remaining principals shall cooperate to effectuate any and all of the above.
- 16. The Amended and Revised Standstill and Tolling Agreement shall in all other respects be extended until January 15, 2021 until replaced by mutual agreement of the parties.
- 17. RLI operations may continue to have unimpeded access to and use of the Wilsonburg Corporate Headquarters and adjacent properties, including, but not limited to, use and access of the paint shop, concrete pad, "7-11 yard," "pipeyard," and fuel/wash/environmental facility, for a reasonable

time not to exceed 365 days following the resolution of the disputes identified in Paragraph 13.

18. Wherever currently situated, RLI personal property may remain and/or be stored at its present location until a reasonable time not to exceed 365 days following the resolution of the disputes identified in Paragraph 13. No party shall pay nor be entitled to rent for said access and usage for the first 180 days after which reasonable monthly rent shall be paid.

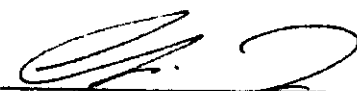
 11-13-20
Ron Lane


Christopher Lane


Norman Lane

John Gianola by
permission

Ronald Lane, Inc.

By: 

Its: President



BOWLES, RICE, McDAVID, GRAFF & LOVE
7000 HAMPTON CENTER, STE K
MORGANTOWN, WV 26505-1720

BK1559 PG1229

BOOK 1559 PAGE 229

Susan J Thomas
HARRISON County 12:06:13 PM
Instrument No 201500041047
Date Recorded 08/07/2015
Document Type DEED
Pages Recorded 3
Book-Page 1559-229
Recording Fee \$11.00
Transfer Tax \$1,980.00
Additional \$25.00

THIS DEED, Made this the 3rd day of August, 2015, by and between FAMILY ALUMINUM, LLC, a West Virginia limited liability company, party of the first part, GRANTOR, and RONALD LANE, INC., a West Virginia corporation, party of the second part, GRANTEE.

WITNESSETH: That for and in consideration of the total sum of Ten Dollars (\$10.00), cash in hand paid, the receipt of which is hereby acknowledged, the said Grantor, FAMILY ALUMINUM, LLC, a West Virginia limited liability company, does hereby grant and convey, with Covenants of GENERAL WARRANTY, unto the said Grantee, RONALD LANE, INC., a West Virginia corporation, all of that certain lot or parcel of real estate, together with any buildings and improvements situate thereon and appurtenances thereunto belonging, situate, lying and being in Coal District, Harrison County, West Virginia, and more particularly bounded and described as follows, to-wit:

Beginning at a 3/4" iron rebar found on the northerly right-of-way line of Harrison County Route 50/40 and a line of a parcel of land owned by Family Aluminum, LLC (Tax Map 28, Parcel 84, Deed Book 1449, Page 1231); Thence, with said right-of-way and said Family Aluminum, LLC for three (3) courses, South 74° 05' 29" West a distance of 605.36 feet to an iron rod with cap found; Thence, North 15° 41' 54" West, a distance of 20.00 feet to a 3/4" iron rebar found; Thence, South 74° 13' 36" West, a distance of 235.69 feet to an iron rod with cap found on a corner of a parcel of land now or formerly owned by Thelma M. Reynolds (Tax Map 305 Parcel 18, Will Book 108 Page 334); Thence, leaving said right-of-way and with said Reynolds for two (2) courses, North 25° 26' 12" West, a distance of 232.54 feet to a stone found; Thence, North 68° 08' 55" East, a distance of 481.47 feet to a stone found on a corner to a 14.92-acre tract of land owned by Family Aluminum, LLC (Tax Map 286, Parcel 83, Deed Book 1449, Page 1231) previously described; Thence, leaving said Reynolds and with said Family Aluminum, LLC (Parcel 83) for one (1) course, North 44° 16' 04" East, a distance of 700.69 feet to a 5/8" iron rebar found; Thence, leaving said Family Aluminum, LLC (Parcel 83) and through said Family Aluminum, LLC (Parcel 84) for five (5) courses, South 24° 53' 36" East, a distance of 104.33 feet to a 3/4" iron rebar found; Thence, South 07° 50' 10" West, a distance of 136.26 feet to a 3/4" iron rebar found; Thence, South 23° 43' 17" West, a distance of 137.13 feet to a 3/4" iron rebar found; Thence, South 53° 13' 25" West, a distance of 101.91 feet to a 3/4" iron rebar found; Thence, South 18° 36' 40" East, a distance of 278.92 feet to the Place of Beginning, containing 7.68 acres, MORE OR LESS, as shown on a plat prepared by Michael R. Hyman, P.S. 983, of Thrasher Engineering, dated September 2011 and entitled Plat of Survey for Ronald Lane showing 14.92 AC± & 7.68 AC± Tracts of Land on the lands of Family Aluminum, LLC which is made a part of the descriptions

EXHIBIT

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contained in this instrument by reference for descriptive and all other pertinent purposes (hereinafter the "Plat");

Together with a non-exclusive right-of-way or easement forty (40) feet in width for (i) vehicular and pedestrian ingress, egress and regress to and from Harrison County Route 9 also known as Wilsonburg Road, (ii) installing, constructing, improving, extending, maintaining, operating, inspecting, repairing, removing, replacing, reinstalling, reconstructing, re-improving and re-extending roadbed improvements, if any, and (iii) installing, constructing, improving, extending, maintaining, operating, inspecting, repairing, removing, replacing, reinstalling, reconstructing, re-improving and re-extending any utilities necessary or convenient to serve the aforesaid 7.68-acre tract and adjoining property, the center-line of said right of way or easement being more particularly described as follows:

Beginning at a point on an easterly line of a 7.68 tract of land previously described, which bears South 18° 36' 40" East, a distance of 62.99 feet to a 3/4" rebar found, being the southeastern corner of said 7.68-acre tract; Thence, running for three (3) lines through a 6.85 acre tract of land owned by Family Aluminum, LLC (Tax Map 286 part of Parcel 84, Deed Book 1449 Page 1231), North 79° 25' 38" East, a distance of 212.19 feet to a point; Thence, North 78° 56' 00" East, a distance of 276.04 feet to a point; Thence, North 70° 36' 02" East, a distance of 217.97 feet to the Point of Terminus on the southwesterly right of way line of Harrison County Route 9, which bears South 41° 57' 40" East, a distance of 32.90 feet to a 3/4" rebar found, being a corner of a 6.85-acre tract of land.

Being part of the same real estate as was conveyed from Seth Wilson, Esq., acting in his capacity as substitute or successor trustee, to Family Aluminum, LLC, a West Virginia limited liability company, by Substitute or Successor Trustee's Deed, dated June 28, 2010 and recorded in the Office of the Clerk of the County Commission of Harrison County, West Virginia, in Deed Book No. 1449, at Page No. 1231.

This conveyance is made subject to all exceptions, reservations, easements, restrictions, rights-of-way, covenants and conditions as contained in prior deeds of conveyance and other instruments of record for said real estate or as would be apparent upon a physical inspection of the real estate or upon an accurate survey thereof.

The Grantor warrants that it has no knowledge or reason to believe that the subject property or its substrata contains an underground storage tank which is regulated by the provisions of the West Virginia Underground Storage Tank Act, W. Va. Code Section 22-17-19.

The subject real estate is assessed upon the Land Books of Harrison County, West Virginia, for the year 2015 in the Coal-Outside District, as follows:

BK1559 PG0231

FAMILY ALUMINUM LLC
TAX MAP 286, PARCEL 84.1
7.68 AC NR RT 50 LIMESTONE
(RENTAL)

DECLARATION OF CONSIDERATION OR VALUE

The undersigned does hereby declare, under penalty of fine and imprisonment, that the total consideration paid for the real estate conveyed by the document to which this declaration is appended is \$450,000.00.

DECLARATION OF RESIDENT STATUS

The undersigned Grantor hereby certifies under penalty of perjury, that it is a "resident entity" as such term is defined by West Virginia Code Chapter 11, Article 21, Section 71b, and, therefore, is exempt from any state income tax withholding requirements imposed thereby.

WITNESS the following signature and seal:

FAMILY ALUMINUM, LLC
a West Virginia limited liability company

BY John L. Eddy, Sr.
John L. Eddy, Sr., its Manager

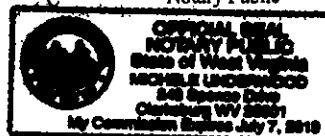
STATE OF WEST VIRGINIA
COUNTY OF HARRISON, to-wit:

The foregoing instrument was acknowledged before me this 5th day of August, 2015, by John L. Eddy, Sr., in his capacity as Manager of FAMILY ALUMINUM, LLC, a West Virginia limited liability company, for and in behalf of said limited liability company as the official act thereof by exercise of authority duly granted.

Michelle Underwood
Notary Public

My commission expires:

July 7, 2019



This instrument prepared by Seth Wilson, Esq., BOWLES RICE LLP, 7000 Hampton Center, Morgantown, WV 26505-1720, (304) 285-2500.

SW/als
7224121.1