

21-C-12

IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA

NORMAN LANE,

Plaintiff,

v.

CHRISTOPHER LANE,
AND RLI SOLUTIONS, INC.,

Defendants.

CIVIL ACTION NO. 22-C-12

3-24-2022
J. Gandy
D. Taylor, Jr.
K. McFee

2022 MAR 24 PM 1:17
CIRCUIT COURT

**CONFESSION OF, CONSENT TO, AND STIPULATION TO JUDGMENT BY
DEFENDANTS CHRISTOPHER LANE AND RLI SOLUTIONS, INC.**

Come now the Parties and move this Court to enter this Judgment against Defendants. The Parties further confess, stipulate, state, and agree that:

1. That on January 29, 2021, the Parties entered into and executed Promissory Note A attached hereto as Exhibit 1, and the Guaranty attached hereto as Exhibit 2.
2. Defendant Chris Lane has breached the attached said Promissory Note A.
3. Defendant RLI Solutions, Inc., formally known as Ronald Lane, Inc., has breached the attached said Guaranty.
4. On December 16, 2021, the Parties met and mediated this issue.
5. As a result of that mediation, the Parties entered into a forbearance agreement as reflected in the Term Sheet attached hereto as Exhibit 3.
6. As a material and substantial aspect, facet, and term of the compromise, resolution, and settlement of the claims asserted by Norman Lane against Defendants, the Parties have agreed and consented to the entry of this Confession of, Consent to,

and Stipulation to Judgment By Defendants Christopher Lane And RLI Solutions, Inc. ("Order").

7. Defendants Christopher Lane and RLI Solutions Company ("Defendants"), by and through counsel, state, confess, stipulate, consent, and agree this Court has jurisdiction of this matter; this Court is the proper venue for this matter; and Christopher Lane and RLI Solutions Company are the proper defendants in this matter.

8. As a material and substantial aspect, facet, and term of the compromise, resolution, and settlement of the claims asserted by Norman Lane against Defendants, Defendants have absolutely, completely, fully, irrevocably, and unconditionally cancelled, discharged, extinguished, released, relinquished, terminated, and waived any and all rights, equitable, legal, or otherwise, to (a) challenge, contest, or object to this Order, directly or indirectly, including, without limitation, on the bases or grounds that the entry of this Order is beyond or outside the authority or power of this Court, this Court lacks jurisdiction to enter this Order, or this Court is an improper venue for this action, or (b) appeal this Order.

9. Defendants specifically waive any and all defenses in this matter based upon jurisdiction, venue, adequacy of pleadings, estoppel, laches, or statute of limitations.

10. Defendants specifically waive any and all defenses in this matter based upon any defect in the formation of the above-identified agreements.

11. Defendants specifically waive any and all defenses in this matter based upon any defect in the consideration exchanged in the above-identified agreements.

12. Defendants specifically waive any and all defenses in this matter based upon any defect in Plaintiff's performance required by the above-identified agreements.

13. Defendants stipulate that the mediation held between the parties on December 16, 2021, met and fulfilled any and all obligations or conditions precedent in said Promissory Note A, said Guaranty to meet, confer, mediate, or the like prior to filing suit.

14. Defendants specifically stipulate that the mediation held between the parties on December 16, 2021, met and fulfilled any and all obligations or conditions precedent in relation to Promissory Note A as set forth and contained in that certain Stock Purchase Agreement signed and executed in conjunction with the above-identified agreements by the Parties on January 29, 2021, by and between the parties, to meet, confer, mediate, or the like prior to filing suit.

15. Defendants acknowledge and covenant that they are fully aware of their rights to appeal this Order and have absolutely, irrevocably, and unconditionally waived such rights.

16. Defendants acknowledge and covenant that they have read this Order and are fully aware of their right to a trial in this action and have absolutely, irrevocably, and unconditionally waived such right.

17. Defendants agree and stipulate that any and all loans reflected in the attached Promissory Note and/or the attached Guaranty are NOT "consumer loans" as that term is defined in West Virginia Code § 46A-1-102.

18. Defendants agree and stipulate that any and all transactions reflected in the attached Promissory Note and/or the attached Guaranty are NOT "consumer transactions" as that term is defined in West Virginia Code § 46-9-102.
19. Defendants agree and stipulate that the allegations as plead by Plaintiff are true and accurate.
20. Defendants agree and stipulate that the above-identified agreements are valid and enforceable contracts.
21. Defendants agree and stipulate that they have breached the above-identified Promissory Note A and Guaranty attached hereto.
22. Christopher Lane specifically agrees and stipulates that he has breached the above-identified Promissory Note attached hereto.
23. RLI Solutions Company specifically agrees and stipulates that it has breached the above-identified Promissory Note A and Guaranty attached hereto.
24. Parties stipulate that the enforcement of any order stemming from Note A and/or said Guaranty and any execution upon or pursuant to any judgment entered pursuant to this Confession of Judgment is and shall be subject to and limited by the Parties' agreed "Sequence of Collateral Execution" set forth in section 2.1.9 of a certain Stock Purchase Agreement signed and executed in conjunction with the above-identified agreements by the Parties on January 29, 2021.
25. Parties stipulate that they jointly participated in the drafting and negotiation of this Order and no provision of this Order shall be construed against or for a party on the basis or ground that one party or another was more heavily involved in the drafting or preparation of this Order.

26. Defendants specifically agree and stipulate that they are jointly and severally liable and obligated to Plaintiff Norman Lane for the damages stemming from these breaches.

27. Defendants hereby authorize Norman Lane or his counsel to enter this Order on or after February 1, 2022.

28. Defendants hereby agree, stipulate, and confesses that this judgment is for a debt justly due to the Plaintiff.

WHEREFORE, the Parties agree, consent, and stipulate and this Court adjudges, decrees, finds, holds, orders, and/or rules as follows:


- A. This Court has jurisdiction over this matter.
- B. This Court is a proper venue for this matter.
- C. A hearing with respect to this matter is unnecessary.
- D. This Court has the authority, jurisdiction, and power to enter an order in this matter.
- E. That certain Promissory Note A signed between the Parties on January 29, 2021, was signed by Christopher Lane.
- F. That certain Promissory Note A signed between the Parties on January 29, 2021, is a valid, legally enforceable agreement.
- G. That certain Guaranty signed between the Parties on January 29, 2021, was signed by RLI Solutions Company.
- H. That certain Guaranty signed between the Parties on January 29, 2021, is a valid, legally enforceable agreement.

- I. Any and all loans reflected in the attached Promissory Note A and/or the attached Guaranty are NOT "consumer loans" as that term is defined in West Virginia Code § 46A-1-102.
- J. Any and all transactions reflected in the attached Promissory Note A and/or the attached Guaranty are NOT "consumer transactions" as that term is defined in West Virginia Code § 46-9-102.
- K. Christopher Lane breached that certain Promissory Note A dated January 29, 2021.
- L. RLI Solutions Company breached that certain Promissory Guaranty dated January 29, 2021.
- M. Plaintiff was harmed by said breach of said Promissory Note A.
- N. Plaintiff was harmed by said breach of said Guaranty.
- O. Defendants are jointly and severally liable and obligated to Plaintiff for the damages in this matter.
- P. Defendants confess that Plaintiff has been harmed in the amount of, and is due, \$2,200,000, plus interest as per the attached Note A.
- Q. Defendants further confess that Plaintiff is also due a late charge of FIVE PERCENT (5%) for missed payments defined in Note A.
- R. Defendants further confess that Plaintiff is due his reasonable attorney fees in this matter.
- S. Furthermore, Defendants confess that Plaintiff is due interest of FOUR PERCENT (4%) per annum upon the entry of judgment against Defendants.

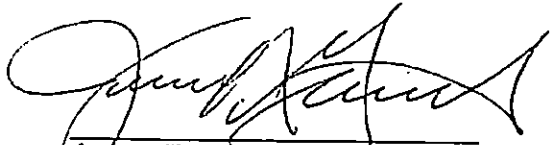
- T. The enforcement of this Order, including the sequence of property and or security to be executed upon by Plaintiff, is to be guided by that certain Stock Purchase Agreement signed by the Parties on January 29, 2021.
- U. Jurisdiction of this action is retained by this Court for the purposes, among others, of construction or enforcement of this Order.

The clerk of this Court is directed to send a certified copy of this Order to counsel for Parties.

ENTERED: 3/24/2022

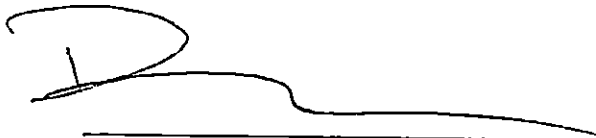

Hon. MICHAEL D. LOBRONSON

Agreed and stipulated by:



James "Rocky" Gianola, WWSB #1378
John Gianola, WWSB #10879
Gianola Bamum Bechtel & Jecklin, L.C.
1714 Mileground
Morgantown, WV 26505
Phone: 304-291-6300
Facsimile: 304-291-6307

Counsel for Norman Lane

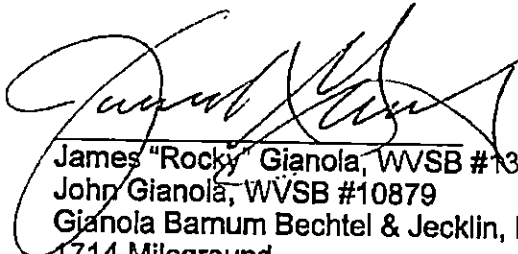


Daniel M. Taylor, Jr., WWSB #10247
Kyle T. McGee, WWSB #11000
Margolis Edelstein
The Oliver Building
535 Smithfield Street, Suite 1100
Pittsburgh, PA 15222
Phone: 412-355-4957
Facsimile: 412-642-2380

Counsel for Christopher Lane and RLI Solutions, Inc.


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CLERK OF COURT
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Agreed and stipulated by:



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John Gianola, WVSB #10879
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535 Smithfield Street, Suite 1100
Pittsburgh, PA 15222
Phone: 412-355-4957
Facsimile: 412-642-2380

Counsel for Christopher Lane and RLI Solutions, Inc.

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Exhibit 1

PROMISSORY NOTE A

\$3,000,000.00

Clarksburg, West Virginia
January 29, 2021

FOR VALUE RECEIVED, the undersigned, **CHRISTOPHER LANE**, whose address is 317 Buckhannon Avenue Clarksburg, West Virginia 26301 (the "Borrower"), hereby promises to pay to the order of **NORMAN LANE**, his heirs and assigns, ("Lender"), at 974 Nicut Road, Orma, West Virginia 25268, or at such other place as the holder hereof may designate from time to time in writing, the principal sum of Three Million Dollars (\$3,000,000.00), together with interest thereon, as hereinafter provided.

Interest Rate:

The principal outstanding under the "Loan" shall not bear interest from the date hereof for a period of 360 days, said interest free period ending without notice of any kind on the 24th day of January 2022 at which time, if not paid in full, any unpaid principal balance shall bear interest at a rate of ten percent (10%) per annum ("Default Rate") from the date of this Note A until paid in full.

The principal and interest due hereon shall be paid as follows:

(1) The principal balance of this Note shall be due, owing and payable in in four (4) installments. The first installment shall of Fifty Thousand Dollars (\$50,000.00) shall be paid on the Closing Date. The second installment of Seven Hundred Fifty Thousand Dollars (\$750,000.00) shall be due and payable on May 29, 2021; the third installment of One Million Two Hundred Thousand Dollars (\$1,200,000.00) shall be due and payable on September 26, 2021; and the final installment of One Million Dollars (\$1,000,000.00) shall be due and payable on January 24, 2022. In the event the principal balance is not paid in full on or before January 24, 2022, Borrower shall be in default of this Note.

(2) Unless sooner paid, the entire sum of principal, interest, and all other lawful charges due on the Note shall become due and payable on or before January 24, 2022.

Prepayment: This Note may be prepaid in whole or in part at anytime without penalty.

Late Charge: The undersigned agrees to pay, at the option of the holder hereof, a late charge of five (5%) percent of the amount of any installment under this Note which is not paid within 5 days after the due date thereof. All late charges and interest on overdue payments which may from time to time be owing under the terms hereof shall be payable on demand.

Default: Upon any of the following events, at the option of the holder of this Note, the entire unpaid principal balance of the indebtedness evidenced hereby, together with all accrued but unpaid interest thereon at the Default Rate and all other sums or charges due hereunder or secured by or required to be paid by Borrower under any of the Loan Documents (defined below), shall become immediately due and payable:

(a) In the event any installment of Note A is not made when due, Seller shall provide Borrower and Guarantor written notice of such default and Borrower and Guarantor shall have thirty (30) days from the date of notice to cure such default. Any failure on the part of the Borrower and or the Guarantor to make any payment when due, and such payment is not cured within thirty (30) days off the date of written notice of default shall be a default hereunder.

(b) If Borrower breaches any other covenant under this Note A, Note B and or the Loan Documents and such breach remains uncorrected for a period of thirty (30) days following delivery of written notice to Borrower thereof; provided, however, that as to any default that cannot be cured by the payment of money only and that cannot reasonably be cured within such thirty (30) day period, in the event that Borrower commences the cure of such non-monetary default within such thirty (30) day period, then, in such case, the thirty (30) day cure period shall be extended so long as Borrower diligently pursues and prosecutes such cure to completion, and so long as the value of the Mortgaged Property (defined herein) is not, in the sole discretion of Lender, impaired; provided, however, that the aggregate cure period shall not exceed sixty (60) days.

(c) If Borrower breaches any covenant or agreement in any of the other Loan Documents, and such failure remains uncorrected at the expiration of any applicable grace period provided for therein.

(d) If in any creditor's proceeding Borrower shall consent to the appointment of a receiver or trustee for the property encumbered by any of the Loan Documents.

(e) If any order, judgment, or decree shall be entered, without the consent of Borrower, upon an application of a creditor approving the appointment of a receiver or trustee for any property of the Borrower, including, without limitation, the property encumbered by any of the Loan Documents, and any such order, judgment, decree, or appointment shall not be dismissed or stayed with an appropriate appeal bond within sixty (60) days following the entry or rendition thereof.

(f) If the Borrower (i) makes a general assignment for the benefit of creditors, (ii) fails to pay its debts generally as such debts become due, (iii) is found to be insolvent by a court of competent jurisdiction, (iv) voluntarily files a petition in bankruptcy or a petition or answer seeking a readjustment of debts under any federal bankruptcy law, or (v) any such petition is filed against the Borrower and is not vacated or dismissed within sixty (60) days after the filing thereof; or

(g) Upon the death, or judicial declaration of incompetency, of borrower under this Note unless, within a period of sixty (60) days thereafter, Borrower provides to Lender additional collateral or security acceptable to Lender in its sole discretion.

Notice of Lender's election to accelerate the indebtedness evidenced hereby is hereby expressly waived as part of the consideration for the loan evidenced by this Note (the "Loan"). Nothing contained herein shall be construed to restrict the exercise of any other rights or remedies granted to Lender hereunder or under any of the other Loan Documents upon the failure of Borrower to perform any provision hereof or of any of the other Loan Documents. No failure by Lender to exercise any right hereunder or under any of the other Loan Documents shall be construed as a waiver of the right to exercise the same or any other right at any time or from time to time thereafter.

Application of Proceeds: At any time following an Event of Default, all payments made by Borrower under this Note, the Deed of Trusts or any of the other Loan Documents and received by Lender shall be applied by Lender to the following items and in such order as Lender may determine in its sole discretion: (a) to the advances by Lender for payment of taxes, assessments, insurance premiums and other costs and expenses, as set forth in this Note, the Deed of Trust or any of the other Loan Documents; (b) to any amounts that may be overdue on account of any of the terms, provisions, conditions or covenants contained in the Deed of Trust, this Note or any of the other Loan Documents; (c) to the interest then accrued on the indebtedness secured hereby; and (d) to the outstanding principal under this Note.

Costs: If this Note is not paid when due, whether at maturity or by acceleration, Borrower promises to pay all reasonable costs of collection incurred by Lender, including, without limitation, reasonable attorneys' fees to the fullest extent not then prohibited by

applicable law, and all expenses incurred in connection with the protection or realization of any collateral, whether suit is filed hereon or on any instrument granting a security interest.

Severability: In the event that any one or more of provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part, or in any respect, or in the event that any one or more of the provisions of this Note shall operate, or would prospectively operate, to invalidate this Note, then, and in any such event, such provision or provisions only shall be deemed to be null and void and of no force or effect and shall not affect any other provision of this Note, and the remaining provisions of this Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

Security: This Note is secured by various Deeds of Trust, Stock Pledge Security Agreement, assignment agreements, pledge agreements and other Security Agreements of even date herewith, collectively (the "Deeds of Trust") for the benefit of Lender mortgaging certain real property and certain personal property located collectively the ("Mortgaged Properties") and individually the ("Mortgaged Property"). This Note, Note B, the Stock Purchase Agreement, and all other documents referred to in this paragraph or executed in connection with the Loan evidenced hereby, are referred to herein collectively as the ("Loan Documents.") Reference is made to the Loan Documents for a description of the security and rights of the holder in respect thereto, including, without limitation, certain rights and obligations pertaining to the maintenance, furnishing and inspection of financial records, statements, and reports, but this reference to the Loan Documents shall not affect or impair the absolute and unconditional obligation of the Borrower to pay when due the installments of principal and interest provided for herein. Borrower consents and agrees that, without affecting Borrowers' liability on this Note, the holder may do any of the following: release any of the property described in the Deed of Trust; grant any indulgence, forbearance, extension of time for payment, or release any other person now or hereafter liable for the payment of this Note.

Non-Waiver: In the event Lender (a) releases any part of security for this Note or any person liable for the Loan, (b) grants an extension of time for any payments of the indebtedness evidenced hereby, (c) takes other or additional security for the payment thereof, (d) accepts partial payments, or (e) otherwise exercises or waives or fails to exercise any right granted herein or in any of the other Loan Documents, no such act or omission shall constitute a waiver of any default, or extend or affect the grace period, if any, release Borrower, subsequent owners of the Mortgaged Property or any part hereof, or any guarantors of this Note, the Deed of Trust, or any of the other Loan Documents, or preclude Lender from exercising any right, power or privilege herein granted or intended to be granted for any event of default. Borrower hereby waives demand, presentment for payment, protest, notice of protest, and of nonpayment and any and all lack of diligence or delays in collection or enforcement of this Note.

Business Loan: Borrower hereby expressly acknowledges and represents that the indebtedness evidenced by this Note is incurred wholly for a "business purpose", as defined in W. Va. Code §47-6-11.

Joint and Several Liability: If there is more than one Borrower hereunder, the obligations, covenants, promises, warranties and representations of each Borrower shall be joint and several. Each natural person executing this Note as a Borrower acknowledges and agrees that he (a) intends to be bound as a co-obligor hereunder and shall not be deemed to be an accommodation party or surety with respect to the Loan, (b) has the joint right to control the distribution of proceeds of the Loan, and (c) has a direct economic interest in the success of the Mortgaged Property and shall benefit from the Loan.

Collateral Execution Sequence. Borrower and Lender agree that, notwithstanding any other provisions in the Loan Documents, upon any uncured Default of this Note A, Lender shall not be not execute upon the Shares of the Company pledged as collateral for Note A pursuant to the Stock Pledge Agreement until the properties pledged as collateral for Note A provide

insufficient net proceeds to satisfy such Default.

Gender: Whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural, and conversely in each case.

Notices: Any notice or demand that is made hereunder or under any other Loan Documents, shall be delivered by registered or certified mail, return receipt requested, at the address herein set forth or such other address which either party may give the other notice of in writing in the manner provided in this section and such delivery shall be deemed complete upon mailing.

Borrowers: Christopher Lane
317 Buckhannon Avenue
Clarksburg, West Virginia 26301

Lender: Norman Lane
974 Nicut Road
Orma, West Virginia 25268

Any notice or demand delivered to the person or entity named above to accept notices and demands for Borrower shall constitute notice or demand duly delivered to all parties signing this Note as Borrower.

Governing Law: This Note is secured by real property located in the State of West Virginia and shall be construed and enforced according to, and governed by, the laws of the State of West Virginia.

WAIVER OF JURY TRIAL; VENUE. BORROWER HEREBY, AND LENDER BY ITS ACCEPTANCE HEREOF, EACH WAIVES THE RIGHT OF A JURY TRIAL IN EACH AND EVERY ACTION ON THIS PROMISSORY NOTE OR ANY OF THE OTHER LOAN DOCUMENTS, IT BEING ACKNOWLEDGED AND AGREED THAT ANY ISSUES OF FACT IN ANY SUCH ACTION ARE MORE APPROPRIATELY DETERMINED BY THE COURTS; FURTHER, BORROWER HEREBY CONSENTS AND SUBJECTS ITSELF TO THE JURISDICTION OF CIRCUIT COURTS OF STATE OF WEST VIRGINIA AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE VENUE OF SUCH COURT IN THE COUNTY IN WHICH THE MORTGAGED PROPERTY IS LOCATED.

BORROWER:



Christopher Lane, individually

Exhibit 2

GUARANTY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS CHRISTOPHER LANE (the "Borrower"), has negotiated a loan in the amount of Three Million Dollars (\$3,000,000.00) from NORMAN LANE ("Lender"), which said loan bears interest at the rate set forth in the Stock Purchase Agreement (the "Loan"), and is to be represented by a negotiable promissory note executed by Borrower, dated January 29, 2021, payable to the order of the Lender (the "Note A"); and

WHEREAS the Lender is unwilling to make the Loan to Borrower unless and until the undersigned Ronald Lane, Inc. a West Virginia corporation (Guarantor"), shall, jointly and severally, unconditionally guarantee the repayment of the Loan; and

WHEREAS the undersigned Guarantor will acquire certain benefits accruing to it upon the making of the Loan by Lender to Borrower; and

WHEREAS, as an inducement to Lender to make the Loan to Borrower, the undersigned Guarantor is agreeable to jointly and severally unconditionally guarantee the repayment of the Loan.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt whereof is hereby acknowledged, and in the further consideration of the benefits accruing upon the making of the Loan by Lender to Borrower, the undersigned Guarantor does hereby, jointly and severally, absolutely and unconditionally, guarantee the prompt and full payment of the Note executed by Borrower in the original principal amount of Three Million Dollars (\$3,000,000.00) payable to the Lender, which said Note A bears interest at the rate set forth therein and is payable to the order of the Lender.

For the same consideration, the undersigned Guarantor does hereby further, jointly and severally, guarantee unto Lender the prompt and full performance of all of the terms, conditions and stipulations set forth and contained in each and every document delivered by Borrower to Lender in connection with the Loan.

This is an absolute guarantee of payment, not a guarantee of collection, and the undersigned hereby expressly waives any right which he may have to require that any action to be brought against Borrower, as maker of the Note, or against any other person, firm or corporation, or require that resort be had to any of the security given for the payment of the Loan as evidenced by the Note.

This guarantee of payment shall remain in full force and effect until such time as the Loan as evidenced by the Note, including the principal amount thereof, interest due thereon, and any and all additional advances or charges made thereto shall have been fully paid and satisfied. It is understood and agreed that there are no conditions or limitations to the undertakings of the undersigned in these premises and that the obligations hereby created are absolute.

This guarantee of payment shall extend to and apply to any note or notes given in continuation of, or in renewal of, or in lieu of, or in substitution of the Note, however changed in form or amount, together with any interest and other lawful charges that may be due thereon.

The undersigned Guarantor hereby expressly waives notice of acceptance, presentment, protest and notice of nonpayment.

It is understood and agreed that this guarantee of payment may be assigned by Lender, together with all rights and choses in action accruing hereunder to any subsequent owner of the Note or interest therein and shall inure to the benefit of Lender, its successor and assigns.

This guarantee of payment shall be binding upon the Guarantor and his respective heirs, administrators, executors, successors and assigns as the case may be.


Any notice required to be given by the Lender to the Guarantor by reason hereof shall be in writing, and shall be deemed given when mailed to him, certified mail, return receipt requested, addressed as follows:

Ronald Lane Inc.
c/o Christopher Lane
339 Wilsonburg Road
Clarksburg, West Virginia 26301

or at such other address as the Guarantor shall designate to Lender in writing.

This guarantee of payment shall be construed in accordance with the laws of the State of West Virginia, except to the extent that the same is subject to any federal law, rule or regulation, in which case such federal law, rule or regulation shall govern its construction.

WITNESS the following signature and seal this 29th day of January 2021,

 (SEAL)
RONALD LANE, INC.
By: Christopher Lane
Its: President, Director and Shareholder

STATE OF WEST VIRGINIA,
COUNTY OF MONONGALIA, TO-WIT:

The foregoing instrument was acknowledged before me this 29th day of January 2021,
by Christopher Lane, President of Ronald Lane, Inc.

My commission expires: _____

Notary Public

Exhibit 3

TERM SHEET

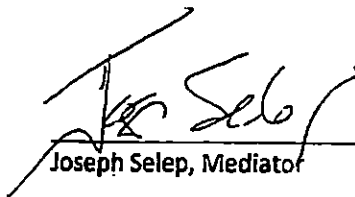
Norman Lane, Christopher Lane and RLI Solutions Company, having mediated a dispute or disputes pursuant to paragraph 9.9 of the Stock Purchase Agreement dated January 29, 2021, agree, in consideration of the mutual promises described below, as follows:

1. Norman Lane shall forbear from any legal action upon or to enforce the Stock Purchase Agreement dated January 29, 2021 between the parties and any deeds of trust or security agreements executed in connection therewith until and through January 31, 2022;
2. Chris will pay a \$60,000 late fee to Norman on Jan. 31, 2022 if Note "A" is not paid off, in the amount of \$2.2 million dollars, on or before December 31, 2021;
3. Norm will waive interest if Note "A" (\$2.2 million dollars) is paid off by January 31, 2022;
4. The Company will convey to Norman the "Car Lot" building in Arnoldsburg, deeded free and clear by December 23, 2021
5. Chris has executed the deed for the 28 acre parcel carved out of Sun Valley II and signed title for Kristy's truck today;
6. Chris will execute a Confession of Judgment on Note "A", to be effective only if Note "A" is not paid in full (\$2.2 million dollars) by January 31, 2021, which confession shall incorporate and be governed by the execution sequencing provision in the Stock Purchase Agreement of January 29, 2021, Section 2.1.9;
7. Chris will execute a Deed of trust on the lower Alpaca property (33.61 acres) on December 17, 2021, to be recorded by December 23, 2022;
8. Chris will execute a Deed of trust on Sun Valley 2 (122.13 acres—property from Leon Wilson Trust); on December 17, 2021, to be recorded by December 23, 2022;
9. Chris will provide a list of all properties *received by the Company in the Ron Lane settlement by C.O.B. 12/17/2021 and will execute deeds of trust on those properties to be recorded by December 27, 2021.*
10. The parties agree that the Business Court will decide whether Norman Lane may view the entirety of the settlement agreement between Ronald Lane, the Company and Christopher Lane.
11. After review, approval, and authorization by his legal counsel, on or before the close of business December 21, 2021, Norman shall execute the three Stock Certificates, as Secretary of RLI, Inc., dated January 29, 2021 evidencing the assignment of 100 voting shares and 8700 non-voting shares to Chris and 1200 non-voting shares to RLI, Inc.

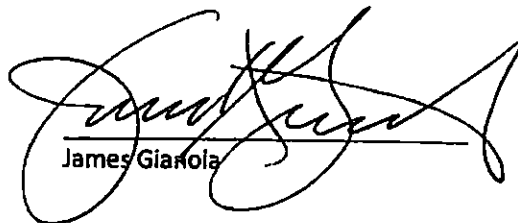
12. Norman will sign a Stipulated dismissal order in the matter of RLI, Inc.; Christopher Lane and Norman Lane vs. Ronal Lane currently pending in the Business Court, Harrison County, Civil Action No. 21-C-12-2, following resolution of the outstanding issue regarding disclosure of the settlement agreement

13. Default in any of the above provisions is default of this agreement in its entirety.

Dated: December 16, 2021



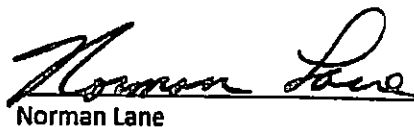
Joseph Selep, Mediator



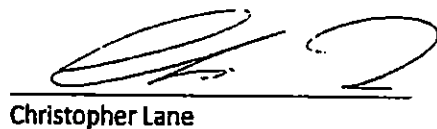
James Gianola



Daniel Taylor



Norman Lane



Christopher Lane