

**STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL AND GAS**

IN RE: GLAZE 1-H

PETITION OF CAMPBELL ENERGY LLC FOR THE INTEGRATION
OF LEASEHOLD INTERESTS LOCATED IN SECTIONS 2 AND 3 IN
TOWNSHIP 4 SOUTH, RANGE 14 WEST IN POSEY COUNTY,
INDIANA

FIRST AMENDED
PETITION FOR INTEGRATION OF OIL AND GAS INTERESTS

Received
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Division of Oil & Gas

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**FIRST AMENDED
PETITION FOR INTEGRATION OF OIL AND GAS INTERESTS**

NOW COMES, Petitioner, Campbell Energy LLC, by William C. Illingworth, its attorney, and for its First Amended Petition for Integration of Oil and Gas Interests, pursuant to IC 14-37-9, *et seq.*, states as follows:

1. Petitioner, Campbell Energy LLC ("Petitioner"), is an Illinois limited liability company, with offices located at 1238 County Road 1500 East, Carmi, Illinois 62821.
2. Petitioner is the operator and a working interest owner of a certain oil and gas lease dated June 20, 2013, given from Glaze Properties Limited Partnership, as Lessor, to Campbell Energy LLC, a memorandum of which was recorded August 5, 2013 as Document #201303439 in the Office of the Recorder, Posey County, Indiana ("Leasehold 2"), covering, among other lands, the Waltersburg formation and other formations underlying the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 2, Township 4 South, Range 14 West, Posey County, Indiana and the East Half of the Northeast Quarter of Section 3, Township 4 South, Range 14 West, Posey County, Indiana. A copy of said lease is attached as Exhibit A.
3. Pursuant to these rights, Petitioner obtained a permit and drilled a certain horizontal well, known as the Glaze 1-H, pursuant to Indiana Permit Number 055042 (IGS ID 166857).

4. The Glaze 1-H was intended to produce from the Waltersburg Formation underlying the lands subject to Leasehold 2.

5. In drilling said well, however, there were deviations from the lands to be penetrated by the horizontal well. The well, as drilled, is depicted on Exhibit B, attached hereto and incorporated herein by reference. Said deviations caused the lands of Leasehold 1 to be penetrated by the horizontal well.

6. Also shown on Exhibit B is the boundary of the lands subject to Leasehold 2 and the lands subject to an Oil and Gas Lease dated September 29, 1961, from Birdie R. Gray, Trustee of the Estate of Mary Elizabeth Glaze, as Lessor, to Joe Simpkins, as Lessee, recorded on October 16, 1961, in Record Book 83, at Page 536, in the Office of the Recorder, Posey County, Indiana ("Leasehold 1"), which lease covers, among other lands, the Waltersburg formation and other formations underlying the Northwest Quarter of the Northwest Quarter of Section 2, Township 4 South, Range 14 West, Posey County, Indiana. A copy of the operative oil and gas lease for Leasehold 1 is attached as Exhibit C.

7. Accordingly, in order to produce oil and gas from the existing well, the interests of the various working interest, overriding royalty, and royalty owners require an integration of Leasehold 1 and Leasehold 2 insofar as they pertain to the Glaze 1-H and the Waltersburg Formation produced therein.

8. Statements showing the division of interests in Leasehold 1 and Leasehold 2 are collectively attached hereto, as Exhibit D.

9. Rex Energy I, LLC is a working interest owner in Leasehold 1 with a mailing address of 366 Walker Drive, State College, Pennsylvania 16801.

10. APX Drilling Partners 2013-B, LP, a Delaware limited partnership, is a working interest owner in Leasehold 2 with a mailing address of 591 Delaware Street, Buffalo, New York 14201.

11. Glaze Properties Limited Partnership is a royalty interest owner in Leasehold 2 with a mailing address of 420 Main Street, Suite 1404, Evansville, IN 47708-1507.
12. Richard R. McGinnis, Jr. is a royalty interest owner in Leasehold 1 with a mailing address of 71 Suffolk Road, Wellesley, MA 02481-1212.
13. Lucy Anne McGinnis is a royalty interest owner in Leasehold 1 with a mailing address of 2303 McInnis Street, Hattiesburgh, MS 39402-2726.
14. Kirby Minerals is a royalty interest owner in Leasehold 1 with a mailing address of PO Box 268947, Oklahoma City, OK 73126-8947.
15. Tyler J. Bateman is a royalty interest owner in Leasehold 1 with a mailing address of 621 E. 15th Street, Alton, IL 62002-3567.
16. Meredith B. Godoy is a royalty interest owner in Leasehold 1 with a mailing address of 1212 Webster Avenue, Wheaton, IL 60187-3813.
17. Dee Gee Williams is a royalty interest owner in Leasehold 1 with a mailing address of 1124 Glenmoor Court, Evansville, IN 47715-5119.
18. Edward M. Emery is a royalty interest owner in Leasehold 1 with a mailing address of c/o 1124 Robert Eric Emery, 2901 Dougherty Ferry Road #400, St. Louis, MO 63122-33686.
19. CTC Minerals, Inc. is a royalty interest owner in Leasehold 1 with a mailing address of c/o Bank of America, P.O. Box 840738, Dallas, TX 75284-0738.
20. Bruce A. Julian is a royalty interest owner in Leasehold 1 with a mailing address of 1280 Parliament Lane, Vestavia, AL 35216-2718.
21. Anne J. Rauf is a royalty interest owner in Leasehold 1 with a mailing address of 3425 Floral Run Court, Cincinnati, OH 45239-5109.
22. Bishop Mumford is a royalty interest owner in Leasehold 1 with a mailing address in care of Farmers Bank & Trust Co., Account of Bishop Mumford, P.O. Box 50, Griffin, IN 47616-0050.

23. Christopher Mumford is a royalty interest owner in Leasehold 1 with a mailing address of P.O. Box 451, Plymouth, NH 03264-0451.
24. Richardson S. Mumford is a royalty interest owner in Leasehold 1 with a mailing address of P.O. Box 822, Hyannis Port, MA 02647-0822.
25. Thomas F. Mumford, Jr. is a royalty interest owner in Leasehold 1 with a mailing address of 3647 Sunset Beach Dr. NW, Olympia, WA 98502-3537.
26. William Michael Mumford is a royalty interest owner in Leasehold 1 with a mailing address of P.O. Box 233, Griffin, IN 47616-0233.
27. Elizabeth Mumford is a royalty interest owner in Leasehold 1 with a mailing address of P.O. Box 174, Hyannis Port, MA 02647-0174.
28. Mary L. Emery is a royalty interest owner in Leasehold 1 with a mailing address of 12862 Whitehorse Lane, St. Louis, MO 69313-2239.
29. James E. Emery is a royalty interest owner in Leasehold 1 with a mailing address of 483 Bylo Acres, Sullivan, MO 63080-3155.
30. Robert E. Emery is a royalty interest owner in Leasehold 1 with a mailing address of 578 Eagle Manor Lane, Chesterfield, MO 63017-2690.
31. Richard J. Emery is a royalty interest owner in Leasehold 1 with a mailing address of 55 York Drive, Brentwood, MO 63144-1049.
32. Rarick Marital Trust 1 is a royalty interest owner in Leasehold 1 with a mailing address of c/o G. McNett CPA, 2258 Shuetz Road, Suite 122, St. Louis, MO 63146.
33. Jard Group is a royalty interest owner in Leasehold 1 with a mailing address of 631 Locust Street, Mt. Vernon, IN 47620-1934.
34. Darry R. Cain is a royalty interest owner in Leasehold 1 with a mailing address of 2114 Old Cabin Road, Owensboro, KY 42301-4522.

35. David A. Bates is a royalty interest owner in Leasehold 1 with a mailing address of 6729 Bostwick Road, Shreveport, LA 71107-8942.
36. Glenda A. Cole is a royalty interest owner in Leasehold 1 with a mailing address of 282 S. 8th Street, Apt. 214, Dubois, PA 15801-2852.
37. Claudia J. Coffey is a royalty interest owner in Leasehold 1 with a mailing address of 2516 E. 18th St. Apt. 301, Cheyenne, WY 82001-5375.
38. Linda S. Kahn is a royalty interest owner in Leasehold 1, as Trustee of the Linda S. Kahn Trust Dtd 7/15/98, with a mailing address of 10 Maryview Lane, Saint Louis, MO 63124-1247.
39. Vinod C. Gupta is a royalty interest owner in Leasehold 1 with a mailing address of 17962 Foxborough Lane, Boca Raton, FL 33496-1321.
40. David C. Dodson is a royalty interest owner in Leasehold 1 with a mailing address of c/o Fifth Third Bank - Jamie Wicks, P.O. Box 719, Evansville, IN 47705-0719.
41. Marilee Warfield is a royalty interest owner in Leasehold 1 with a mailing address of 5826 Folsom Drive, La Jolla, CA 92037-7323.
42. W. Alfred Hayes, Jr. Rev. Grantor Trust is a royalty interest owner in Leasehold 1 with a mailing address of c/o Thomas Boldt Trustee, 1219 South Vandeventer Ave., St. Louis, MO 63110.
43. Exa Kay Lindsey is a royalty interest owner in Leasehold 1 with a mailing address of 157 Dora Drive, Middletown, CT 06457-4173.
44. Kevin M. Huston is a royalty interest owner in Leasehold 1 with a mailing address of 157 Dora Drive, Middleton, CT 06457-4173.
45. W A Hayes, Jr. is a royalty interest owner in Leasehold 1 with a mailing address of 4 Bellerive Court, St. Charles, MO 63303-4006.
46. Patricia Rarick McNett is a royalty interest owner in Leasehold 1 with a mailing address of 2258 Schuetz Road, Suite 122, St. Louis, MO 63146-3424.

47. Halifax Financial Group, LP is a royalty interest owner in Leasehold 1 with a mailing address of 821 N. Madison Avenue, Greenwood, IN 46142-4128.

48. Recol Inc. is a royalty interest owner in Leasehold 1 with a mailing address of 3838 Oak Lawn Avenue, Suite 725, Dallas, TX 75219-4524507.

49. Petitioner has proposed to these working interest, overriding royalty interest, and royalty owners of the lands of Leasehold 1 and Leasehold 2 a Unit Agreement for the Glaze 1-H which is attached hereto as Exhibit E.

50. Petitioner, Rex Energy I, LLC, APX Drilling Partners 2013-B, LP, Glaze Properties Limited Partnership, Richard R. McGinnis, Jr., Lucy Anne McGinnis, Kirby Minerals, Meredith B. Godoy, Dee Gee Williams, Robert Eric Emery as the Attorney-in-Fact for Edward M. Emery, Bruce A. Julian, Anne J. Rauf, Bishop Mumford [Farmers Bank & Trust Co., Account of Bishop Mumford], Christopher Mumford, Richardson S. Mumford, Thomas F. Mumford, Jr., William Michael Mumford, Elizabeth Mumford, Mary L. Emery, James E. Emery, Robert E. Emery, Richard J. Emery, Rarick Marital Trust 1, Darry R. Cain, David A. Bates, Glenda A. Cole, Claudia J. Coffey, Linda S. Kahn, Marilee Warfield, W. Alfred Hayes, Jr. Rev. Grantor Trust, Exa Kay Lindsey, Kevin M. Huston, W A Hayes, Jr., Patricia Rarick McNett, Halifax Financial Group, LP, and Recol, Inc. have agreed to the terms of the proposed Unit Agreement for the Glaze 1-H as demonstrated by their respective signature pages as shown on Exhibit E attached hereto.

51. A majority of working interest owners and royalty owners have approved the proposed Unit Agreement shown on Exhibit E attached hereto.

52. Petitioner has attempted to obtain agreements with following parties, but in each case each party has not responded to written communications sent to each party at their last known address on April 15, 2015 and again on June 17, 2015:

Tyler J. Bateman
621 E. 15th Street

Alton, IL 62002-3567

CTC Minerals, Inc.
c/o Bank of America
P.O. Box 840738
Dallas, TX 75284-0738.

Jard Group
631 Locust Street
Mt. Vernon, IN 47620-1934

Vinod C. Gupta
17962 Foxborough Lane
Boca Raton, FL 33496-1321

David C. Dodson
c/o Fifth Third Bank - Jamie Wicks
P.O. Box 719
Evansville, IN 47705-0719

Copies of these communications without their enclosure are collectively attached hereto as Exhibit F. As their enclosure, each communication provided a copy of the Unit Agreement, the form of which is shown as Exhibit E hereto.

53. Petitioner believes it to be in the best interest of all royalty owners, working interest owners and overriding interest owners to integrate the leases with respect to Glaze I-H well.

54. The unit agreement would treat all royalty, working interest and overriding royalty interest owners fairly and equitably. The unit agreement proposes the following allocation among Leasehold 1 and Leasehold 2:

Leasehold 1:	15% of Well Production
Leasehold 2:	85% of Well Production

Attached hereto as Exhibit G is a breakdown showing the calculation of net acreage which would be contained within a unit for the Glaze #1-H. Said exhibit shows the net acreage of Leasehold 1 within

a unit for the Glaze #1-H as being 16.26% and the net acreage of Leasehold 2 within a unit for the Glaze #1-H as being 83.74%. Also shown at Exhibit G is a breakdown showing the footage of the producing portions of the Glaze 1-H and the footage of the producing portions of the Glaze 1-H within Leasehold 1 and within a 165 foot area surrounding Leasehold 1. Said exhibit shows the footage of the producing portion of the Glaze 1-H within Leasehold 1 as being 5% and the footage of the producing portion of the Glaze 1-H within a 165 foot area of Leasehold 1 as being 26%. A majority of working interest owners and royalty owners have approved the proposed allocation of 15% of well production to Leasehold 1 and the allocation of 85% of well production to Leasehold 2 as being a fair and equitable allocation of production, as evidenced by their execution of the Unit Agreement attached as Exhibit E hereto.

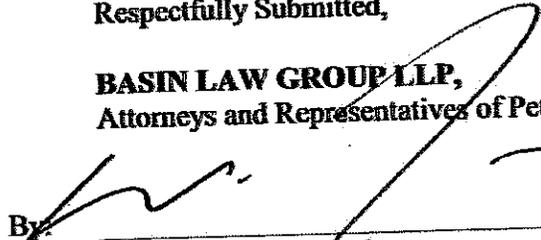
55. Pending the granting of this petition, Petitioner is prepared to begin payment of oil produced from the existing Glaze 1-H well within the proposed pooled unit.

WHEREFORE, Petitioner respectfully requests:

- A. An "Order for Integration of Interests" to integrate the separately owned interests in Leasehold 1 and Leasehold 2 as they pertain to the Glaze 1-H Well, according to the allocation provided in Paragraph 54 of this Amended Petition.
- B. Implement any further terms and provisions in accordance with the law of the State of Indiana as the Division may, in its discretion, deem desirable and proper.

Respectfully Submitted,

BASIN LAW GROUP LLP,
Attorneys and Representatives of Petitioner

By: 

William C. Illingworth
BASIN LAW GROUP LLP
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Evansville, IN 47708
Telephone: (812) 421-1800
Email: wcillingworth@basinlawgroup.com



OIL AND GAS LEASE
(Part Glaze #2, 3, 4 Farm)

THIS LEASE AGREEMENT ("Lease"), made and entered into effective as of the 20th day of June, 2013, by and between **GLAZE PROPERTIES LIMITED PARTNERSHIP**, an Illinois partnership, with its principal place of business at 420 Main Street, Suite 1404, Evansville, Indiana 47708-1507 (hereinafter referred to as "LESSOR") and **CAMPBELL ENERGY, LLC**, an Illinois limited liability company, with its principal place of business at 1238 County Road 1500N, Carmi, Illinois 62821 (hereinafter referred to as "LESSEE").

WITNESSETH:

1. PREMISES. That the LESSOR, for and in consideration of a lease bonus payment in the amount of One Hundred Ninety-two Thousand Six Hundred Dollars (\$192,600.00), which lease bonus shall not be construed as advance, production or other form of royalty, and other valuable consideration, paid by the LESSEE unto the LESSOR, the receipt whereof is hereby acknowledged, and further in consideration of the covenants and agreements hereinafter contained on the part of the LESSEE to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said LESSEE, for the sole and only purpose of drilling and operating for oil and gas, and laying pipe lines and building tanks (said tanks to be used for the sole purpose of storing the oil and/or saltwater produced in, on, from and upon the hereinafter described premises of the LESSOR), power stations and structures thereon, to produce, save and take care of said products (all of which operations shall be conducted so as to interfere as little as possible with the cultivation of the surface of the hereinafter described premises) all that land situated in Posey County, Indiana, LIMITED FROM THE SURFACE TO THE BASE OF THE FORT PAYNE LIMESTONE ("Premises"), which Premises is more particularly described in the legal description attached hereto as Exhibit "A" and incorporated by this reference and which Premises is depicted in the map attached hereto as Exhibit "B" and incorporated by this reference.

It is understood that the LESSOR, notwithstanding any of the other terms, conditions, covenants or provisions of this Lease, reserves and excludes from the terms hereof all minerals, mineral deposits, mineral rights, coal bed methane, coal mine methane, and all other deposits of every kind and character, other than oil and gas, in, on, under, about or appertaining to said Premises limited from the surface to the base of the Fort Payne Limestone, and also reserves and excludes the right to cultivate the soil for farming and other purposes not inconsistent with the terms of this Lease.

2. CONTINUOUS DRILLING REQUIREMENT. LESSEE shall begin and thereafter diligently prosecute the actual drilling of one (1) well within three hundred sixty-five (365) days from the effective date of this Lease, and shall begin and thereafter diligently prosecute the actual drilling of one (1) well each one hundred eighty (180) days from the time of reaching total depth of the last preceding well unless and until the Premises are sooner developed to the degree and in the manner hereinafter set out. In the event LESSEE shall drill multiple wells simultaneously or with less than one hundred eighty (180) days elapsing between reaching total depth of one (1) well and the commencement of drilling operations for the next succeeding well, each well drilled shall earn LESSEE a one hundred eighty (180) day period; provided, however, LESSEE shall not be permitted to accrue such an earned period of more than three hundred sixty (360) days.

It is understood that, with respect to drilling the initial well under the preceding paragraph, reentering an existing plugged well on the Premises and thereafter diligently attempting to deepen and produce oil and gas from said hole, together with compliance with the other conditions and requirements set forth herein, shall constitute satisfactory development of said initial well under this

Lease. Provided, however, that whether for mechanical or other reasons, the reentry and deepening of said existing plugged well proves impractical or must be abandoned or is otherwise deterred, the LESSEE shall, within the balance of the one hundred eighty (180) days referred to in the preceding paragraph diligently prosecute the actual drilling of one new well.

Failure to comply with the continuous drilling obligation as contained in this Section shall constitute a default under the Lease, and upon the happening of said default, LESSEE shall release from this Lease any acreage not associated with a producing drilling unit, as defined by 312 IAC 16-5-1 through 312 IAC 16-5-3 and Indiana Department of Natural Resources Informational Bulletin #58.

3. **PROPER DEVELOPMENT.** It is further understood that all development provisions herein and hereof are subject to the applicable regulatory measures at the time in force, limiting the use of materials and supplies, and governing prospecting for gas and oil and development of oil lands and restricting drilling operations.

Proper development of the oil and gas reserves located beneath the Premises shall be a continuing obligation of the LESSEE. The proper development of the Premises herein and hereby demised shall, at a minimum, require at least one (1) well to be drilled on each spacing unit in accordance with the spacing laws of the State of Indiana to a depth sufficient to test and include any sandstone, limestone and shale, horizon or formation down to and including a depth sufficient to test the Fort Payne Limestone for recoverable oil and gas reserves. It is understood that the LESSEE shall not knowingly go through and fail to develop any sandstone, limestone and shale, horizon or formation that is capable of producing oil or gas in commercial quantities, without LESSOR's approval, provided that such development shall not inhibit or interfere with LESSEE's fulfillment of the above obligation to fully and properly develop the Premises in accordance with the applicable spacing laws of the State of Indiana.

It is expressly covenanted and agreed by and between the LESSOR and the LESSEE herein that upon the failure or refusal of the LESSEE to drill out any sandstone, limestone and shale, horizon or formation at any depth lying beneath the surface down to the base of the Fort Payne Limestone of each spacing unit created on the Premises for such development purposes after LESSEE has fully developed any other sandstone, limestone and shale, horizon or formation previously discovered, and the development of which has been previously commenced, all in accordance with the terms hereof, then and in that event the LESSEE will, upon written notice from the LESSOR so to do, take any and all steps necessary and execute any and all acquittances or conveyances on LESSEE's part necessary, to fully grant and give to the LESSOR, and LESSOR's successors and assigns, the full right to enter upon any part or parts of the Premises and of each spacing unit and proceed with the drilling out and development of the undeveloped portion of such sandstone, limestone and shale, horizon or formation; and thereupon all right and interest of the LESSEE, his heirs, administrators, executors and assigns, to produce oil and gas from the undeveloped portion of any such sandstone, limestone and shale, horizon or horizons, formation or formations, shall cease and terminate.

Should the first well drilled on the Premises, having been drilled down to and including a depth sufficient to test and include any sandstone, limestone and shale, horizon or formation down to and including a depth sufficient to test the Fort Payne Limestone for recoverable oil and gas reserves, be a dry hole or produce oil in less than paying commercial quantities, then and in that event, if another well is not commenced on the Premises in accordance with the terms of this Lease and diligently prosecuted to completion, this Lease shall terminate and end as to all parties. Nothing herein contained shall excuse or relieve either party from any liability, obligation or damage accruing or having accrued prior to the effective date of such termination.

4. **FORCE MAJEURE.** The time periods of this Lease shall be extended when drilling or other operations are delayed or interrupted as a result of any cause whatsoever beyond the control of LESSEE and the time of such delay or interruption shall not be counted against LESSEE, such as, for example and not by way of limitation, delays as a result of any State, Federal, or Municipal law, ordinance, moratorium, executive order, rule or regulation, fires, cave-ins, floods, windstorms, other damage from the elements, strikes, riots, unavailability of contractors, transportation or necessary equipment, litigation, or the Premises are covered with water as result of flood, action of the elements, or other acts of God; provided, however, any extension as a result of any such delay must be mutually agreed to by written agreement signed by the parties hereto.

5. **ROYALTY.** In consideration of the premises, the LESSEE covenants, promises and agrees to deliver to the order of the LESSOR as royalty, free of cost, in the pipe line or other carrier designated by LESSOR, and to which the LESSEE shall connect LESSEE's wells on Premises, the equal one-fourth (1/4) part of all oil and/or gas interest owned by LESSOR produced and saved from each well on the Premises.

LESSOR reserves the right to have all royalties paid directly to the LESSOR from the first purchaser of the oil and/or gas interest owned by LESSOR produced and saved from each well on the Premises.

If LESSOR owns a lesser interest in the above-described Premises than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid to said LESSOR only in the proportion which LESSOR's interest bears to the whole and undivided fee.

If the Premises are now or shall at any time hereafter be owned in separate parcels, this Lease, nevertheless, shall be treated as an entirety, except that the royalties as to any commercial producing well shall be payable to the owner or owners on whose respective parcel a commercial producing well is located (provided, however, that in such event LESSEE shall not be required to provide separate tankage for separate parcels), and there shall be no obligation on the LESSEE to offset wells on separate tracts into which the Premises are now or may be divided by reason of ownership, sale, devise, inheritance or otherwise, and the drilling of the wells hereinabove mentioned shall otherwise have the same effect as though the ownership of the Premises were not divided.

6. **REPORTING; INFORMATION TO LESSOR.** LESSEE agrees to furnish LESSOR periodic statements as to the development and operation of the Premises. Immediately after the location has been staked off for the drilling of each well, a report shall be given the LESSOR stating the exact location where each well is to be drilled. Subsequent to making such location report, and until the completion of each well, the LESSEE shall make a written report as requested by the LESSOR. LESSEE promises, covenants and agrees to promptly deliver to LESSOR any and all well information, including, but not limited to, daily drilling records with drilling progress and any comments; all electric logs; all coring records and data and comments/results; all drill stem test reports and comments/results; any reservoir gas analysis and/or gas pressure data, including, but not limited to, bottom hole pressures and other pressure tests; the production data since initial production, including the source zone(s) of the production; and any other pertinent information on each well that may be drilled by LESSEE upon nearby lands owned by others and on wells drilled on the Premises of the LESSOR, and other related data on any other nearby wells to eventually be considered in any proposed unitized area to include part or all of the hereinabove described Premises.

The LESSOR shall be entitled to full information with reference to the operations in connection with each well and shall have access to the Premises, through LESSOR's agents and representatives, at all reasonable times; also, the right at all times to inspect the operations of the wells, pipes, tanks and

the appurtenances; at all times to inspect all meters and to gauge all oil produced; and the right at all times to inspect all books, papers and vouchers at LESSEE's office or on the field, at LESSOR's option, showing the amount of production and the sale thereof of oil and gas.

LESSEE makes no warranty concerning information supplied to LESSOR under this paragraph, LESSOR's reliance on the same being at LESSOR's own risk.

7. FARMING LEASES; CROP DAMAGES REIMBURSEMENT; IRRIGATION SYSTEMS. LESSEE agrees to make its best-faith effort to minimize the interference of any farm lease farming operations on the Premises in conducting LESSEE's drilling and production operations pursuant to this Lease.

LESSEE also agrees to compensate LESSOR for any annual crops unplanted and/or unharvested and reduction in harvest in subsequent years at a rate of One Thousand Dollars (\$1,000.00) per acre or two hundred percent (200%) times the actual gross crop value, whichever is greater. Further, LESSEE agrees to compensate LESSOR for the costs associated with reconditioning the impacted soils at a rate of Two Hundred Dollars (\$200.00) per acre.

LESSEE acknowledges and agrees that center pivot, or other, irrigation system(s) ("Irrigation Systems") may now or hereafter be located on portions of the Premises. LESSEE acknowledges and agrees that operations and equipment utilized in the exploration, development and production of oil and gas shall not materially interfere with the operation and function of such Irrigation Systems. LESSEE agrees to compensate LESSOR for the costs of repairing any damage to the Irrigation Systems which LESSEE may cause, and LESSEE further agrees that LESSOR shall be entitled to reimbursement from LESSEE for any crop damages and/or reduction in harvest in the event LESSEE's operations or equipment prevent or materially interfere with operation of the Irrigation Systems.

8. PIPES AND LINES; DAMAGES. LESSEE shall bury pipes and any other lines below a tiling depth of not less than 4.5 feet and parallel or perpendicular to the property lines. LESSEE shall provide LESSOR not less than three (3) days advance written notice prior to any such installation of pipes or other lines upon the Premises, emergency repairs excepted. The location of such pipes or other lines on the Premises shall be subject to LESSOR's reasonable approval, and representatives of LESSOR shall have the right to be present when such pipes or other lines are being installed upon the Premises. LESSEE shall provide LESSOR with map(s), in GIS format and/or with GPS longitude and latitude state plane coordinates included, showing the location of any such pipes or other lines installed upon the Premises.

LESSEE also agrees to compensate LESSOR for any and all damages which LESSEE may cause to land surface, field tile, culverts, roads or structures located on the Premises, to the Premises or to any improvements thereon.

9. REMOVAL OF EQUIPMENT REQUIREMENTS. LESSEE shall have the right at any time to remove all machinery and fixtures placed on said Premises by LESSEE, including the right to draw and remove casing from any dry hole and from any well not capable of producing oil in paying quantities. Said LESSEE agrees to effectively seal off the water on all said horizons penetrated by such well or wells when plugged or abandoned in accordance with then applicable Indiana Department of Natural Resources regulations.

The LESSEE shall have a reasonable time (in no event exceeding one hundred eighty (180) days without the prior written consent of LESSOR) after the termination or expiration of this Lease for any cause to remove all materials, machinery and installations from the above-described Premises;

upon the condition, however, that LESSEE shall not thereby injure or destroy any well capable of producing oil in paying quantities, or otherwise injuriously affect the property of the LESSOR. Also in the event of any such termination or expiration of this Lease and within such reasonable time discussed above, LESSEE shall further properly plug and abandon the wells on the Premises, provide certifications from applicable state authorities of such plugging and abandonment to LESSOR, and restore the surface of the Premises to its condition prior to this Lease to LESSOR's reasonable satisfaction. If LESSEE desires to abandon a producing well which the LESSOR believes to be productive of oil or gas in paying quantities, nevertheless, the LESSEE may abandon such well after ten (10) days' notice in writing to LESSOR, unless LESSOR shall within such ten (10) day period elect to pay the LESSEE in the event the then second-hand salvage value of the physical equipment retained in and about the well for production and LESSOR shall post bond with the State of Indiana so that LESSEE's bond would be released.

10. EFFECT OF ASSIGNMENT. If the estate of either party hereto is assigned, each and all the covenants, terms, provisions and conditions hereof shall extend to and be binding on the assignee or assignees and his, her, their or its heirs, executors, administrators, successors or assigns, but no change in the ownership of the Premises or assignment of rentals or royalties shall be binding on the LESSEE until after the LESSEE has been furnished with a written transfer or assignment, or a true copy thereof; and any assignment by the lessee of this Lease, either in whole or in part, shall not, nor shall any such assignment or subletting, relieve the LESSEE of any of the obligations herein assumed by or imposed on said lessee by any of the terms, covenants, promises or provisions of this Lease.

11. NO REPRESENTATION OR WARRANTY BY LESSOR. It is hereby definitely and expressly covenanted, agreed and understood by and between the parties hereto that the LESSEE has made LESSEE's own examination and investigation of the property and Premises hereby leased and the title to the same; that LESSEE has had full, complete and uncontrolled access to all of said Premises and ample and sufficient time within which to satisfy itself as to the suitability thereof for its purposes; that no representation or warranty of any kind or character as to the Premises, nor as to the character and extent of the subsurface structure, nor as to the character and condition of the property generally, or otherwise, has been made by the LESSOR, or any or its successors, assigns, agents, employees, its manager or any of its manager's employees, and that the LESSEE enters into this Lease relying solely upon its own knowledge, investigation and examination, and has not and does not in any manner rely on any information or materials provided by the LESSOR nor any statement, representation or warranty of the LESSOR, or any or all of its successors, assigns, agents, employees, its manager or any of its manager's employees; nor is the LESSEE being induced to enter into this Lease by reason of any statement, representation or warranty, claims to have been made by the LESSOR, or any or all of its successors, assigns, agents, employees, its manager or any of its manager's employees, as to the Premises, its character, or the character and condition of the property or subsurface structures or the condition of the title thereto. The LESSEE hereby expressly states that it has made its own investigation to satisfy itself as to the title of the Premises and the oil and gas in and under the Premises.

It is further specifically agreed by and between the parties hereto (and the LESSEE expressly stipulates) that there is no promise or obligation, either verbal or written, express or implied, between the parties, or anyone representing them, whereby the LESSOR is obligated to execute unto the LESSEE at any time, now or hereafter, an oil or gas lease, or oil or gas leases, to, on or upon any land or lands of the LESSOR, other than the Premises hereinabove described and set out. There is no memo or agreement, verbal or otherwise, relating to or affecting the instant Lease.

12. **INSURANCE; INDEMNIFICATION.** LESSEE shall at all times comply with any and all applicable laws, statutes, regulations, or ordinances governing worker's compensation and occupational health, safety or disease. LESSEE DOES HEREBY AGREE TO INDEMNIFY AND SAVE THE LESSOR SAFE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR INJURY TO PERSONS, INCLUDING DEATH RESULTING THEREFROM, AS WELL AS DAMAGE TO PROPERTY OF EVERY KIND AND CHARACTER, WHICH CLAIM OR CLAIMS SHALL GROW OUT OF THE USE AND OCCUPANCY OF THE PREMISES BY SAID LESSEE. LESSEE also agrees that during the entire time while this Lease is in force LESSEE will carry public liability insurance covering LESSEE's operations upon the hereinabove described real estate, which policy shall be obtained from a responsible company, wherein the limit of liability shall be not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, whether for bodily injury or property damage, for all occurrences in each year. LESSEE further agrees to carry insurance in a responsible company to be approved by the LESSOR, which insurance shall include the liability assumed by the LESSEE under the terms of this paragraph of this Lease, and that such assumption shall be endorsed on the policy so issued to the LESSEE. Furthermore, LESSEE promises during the time that this Lease is in force and effect LESSEE will continuously provide unto the LESSOR a certificate that insurance as herein required is in full force and effect, that such insurance is endorsed to include LESSOR as an additional insured, and that the insurance company will agree that any such policy or policies will not be canceled or materially changed without ten (10) days' written notice to the LESSOR.

LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND LESSOR FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, LIABILITIES, LOSSES, DAMAGES, SUITS, ACTIONS, FINES, PENALTIES, CLAIMS, OR DEMANDS OF ANY KIND (INCLUDING REASONABLE ATTORNEYS' FEES) ASSERTED BY ANY PERSON OR ENTITY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH:

- (A) THE PRESENCE OF HAZARDOUS MATERIALS ON THE PREMISES CAUSED BY LESSEE'S FUTURE ACTIVITIES RESULTING IN CONTAMINATION OF THE PREMISES, OR CONTAMINATION TO ANY OTHER AREA AS A RESULT OF SUCH CONTAMINATION TO THE PREMISES, OR THE RESULT OF WHICH CAUSES LESSOR TO BE LEGALLY LIABLE FOR DAMAGE RESULTING THEREFROM;
- (B) ANY COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS OR ANY CLEAN-UP, REMEDIAL, REMOVAL OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION CAUSED BY SUCH HAZARDOUS MATERIALS CONTAMINATION DESCRIBED IN (A) ABOVE, PRESENT IN, ABOUT OR ON THE PREMISES; AND
- (C) THE INJURY TO OR DEATH OF ANY PERSON OR THE DAMAGE TO OR LOSS OF ANY PROPERTY (INCLUDING LESSOR'S PREMISES) OCCURRING ON OR ABOUT THE PREMISES, BUT ONLY IF SUCH INJURY, DEATH OR DAMAGE CAUSED BY SUCH HAZARDOUS MATERIALS CONTAMINATION DESCRIBED IN (A) ABOVE.

As used herein, the term "Hazardous Materials" means, without limitation, any material or substance that is:

- (a) a petroleum or petroleum-containing material or substance;

- (b) defined as a "hazardous substance" under applicable federal, state or local case law, statutes and regulations, as amended from time to time;
- (c) Defined as a "hazardous waste" under applicable federal, state or local case law, statutes and regulations, as amended from time to time; or
- (d) Defined as a "toxic" under applicable federal, state or local case law, statutes and regulations, as amended from time to time.

The LESSEE promises and agrees that as a result of LESSEE's operations or LESSEE's use and occupancy of the Premises, or any part or parts thereof, LESSEE will not permit or suffer any lien of any kind or character to attach to the Premises or to the royalty because of any act of the LESSEE.

13. TAXES AND ASSESSMENTS. In the use and occupancy of said Premises, and in the conduct of the LESSEE's operations thereon, or on any part or parts thereof, the LESSEE promises and agrees that LESSEE will at all times observe all applicable laws, statutes and pertinent governmental regulations; that LESSEE will promptly pay at or before maturity any and all lawful taxes and governmental charges assessed against LESSEE's improvements, fixtures, and personal property, including but not limited to those taxes and charges assessed against LESSEE'S operations and oil stored upon the Premises, or that may be levied or assessed upon or against the gross income or the net income that may be derived by LESSEE from LESSEE's operations and as a result of the use and occupancy of the Premises or LESSEE's property; and shall pay any and all other taxes, assessments or governmental levies that may be made, assessed or charged on account of the operations conducted by the LESSEE or by the LESSEE's use and occupancy of said Premises, or any part thereof, and that all such payments shall be made prior to the time that they, or any of them, shall become delinquent.

All real estate taxes assessed against the land constituting the above-described Premises shall be borne and paid by LESSOR. All taxes and assessments upon oil, gas, or mining rights in and to the Premises or any part thereof, specifically including but not limited to those taxes which: (i) arise as a result of the separation of oil, gas, or mining rights from the Premises by contract; (ii) arise due to the discovery or existence of oil, gas, or other hydrocarbon substances therein, or; (iii) arise from LESSEE's operations upon or related to the Premises, shall be paid by the LESSEE. Any taxes or assessments related to buildings, fixtures, or appurtenances to the land shall be paid by LESSEE where such buildings, fixtures, or appurtenances have been placed upon the Premises by LESSEE, or for the benefit of LESSEE; otherwise, such taxes or assessments shall be paid by LESSOR.

Any severance tax, or other tax, assessment or licensing fee now or hereafter levied or imposed as a result of LESSEE's operations upon the Premises which is measured by the production, removal or sale of petroleum, gas, natural gasoline, or which arises as a result of the removal of any and all other minerals or products from the Premises, shall be borne by LESSEE and LESSOR in the same proportion as they hold ownership interests in the oil and gas rights, royalties, excess royalty, overriding royalty, mineral rights, or working interest in the petroleum or other minerals or products produced on the Premises.

In the event of a breach or default by the LESSEE of any terms or conditions of this Lease, then all the rights and remedies of the LESSOR, whether herein provided or whether afforded under any statute or available at law or in equity, shall be cumulative, and the exercise of one or more of such rights by the LESSOR shall not preclude LESSOR from exercising any or all of LESSOR's other rights and remedies.

14. **OFFSET REQUIREMENTS.** The LESSEE promises, covenants and agrees to offset each well that may be drilled: (i) upon adjacent lands, other than on the Premises of the LESSOR, and within six hundred sixty (660) feet of the boundary or legal location by State law of the hereinabove described Premises; or (ii) upon any land owned by LESSOR in the Griffin West Waterflood Unit ("GPLP Waterflood Area"), which GPLP Waterflood Area consists of approximately one hundred (100) acres and is more particularly depicted in the drawing attached hereto as Exhibit "B" and incorporated by this reference, to the end that said LESSEE will at all times give due and full protection to the Premises against drainage. Each offset well shall be drilled to the same sandstone, limestone and shale, zone or horizon from which the well to be offset is producing, provided that such sandstone, limestone and shale, zones or horizons are still held by the LESSEE under the terms of this Lease. Each offset well shall be drilled upon the Premises at a location on said Premises which according to then accepted practices will most effectually protect said Premises. The LESSEE promises and agrees to begin the actual drilling of each offset well within sixty (60) days of the LESSEE's discovery or any notice of reaching total depth ("TD") of each well to be offset, that is, if said well or wells to be offset shall be found to be capable of producing oil or gas in commercial quantities, and said well or wells is or are completed for production, and shall diligently and continuously prosecute the actual drilling of each offset well upon the Premises and complete the same with all possible promptness, however, said completion shall not exceed thirty (30) days from the date TD is reached on said offset well. LESSEE shall provide written notice to LESSOR of any well to be so offset which LESSEE becomes aware of. When the well or wells to be offset shall be located on premises not owned by the LESSOR, and when the well or wells to be offset is or are within three hundred thirty (330) feet of the boundary of the Premises, then if the LESSEE shall fail or refuse to complete the drilling of each offset well in accordance with the terms hereof, the LESSEE promises, covenants and agrees to pay unto the LESSOR, not as a penalty, but as agreed and liquidated damages for LESSEE'S breach of this condition, the sum of One Hundred Dollars (\$100.00) for each day after sixty (60) days from the time when oil is produced from the well to be offset until the time when the offset well shall have been completed in accordance with the terms hereof, and oil is produced therefrom; such damages shall be due and payable sixty (60) days after the offset well is completed or upon demand therefor by the LESSOR of and from the LESSEE; provided, however, that if the well or wells to be offset under such circumstances shall be a well or wells owned or operated, directly or indirectly, by the LESSEE hereunder, then the foregoing provisions with respect to liquidated damages in the amount of One Hundred Dollars (\$100.00) per day shall be applicable if said well or wells so owned or operated by the LESSEE, directly or indirectly, shall be within six hundred sixty (660) feet of a boundary of the Premises. LESSEE further acknowledges and agrees that the liquidated damages provided for in this paragraph constitute a reasonable estimate, as of the date of execution of this Lease, of the damages which will be incurred by LESSOR in the event LESSEE fails to properly complete drilling of any offset well as required under this Lease. If the well to be offset shall produce oil or gas less than in paying quantities, then the LESSEE shall not be liable for damages under the provisions of this paragraph. If the offset well on these Premises is drilled and completed, all in accordance with the terms and provisions hereof, and should not produce oil or gas in paying commercial quantities, then also the LESSEE shall not be required to pay damages under the terms of this paragraph. The rights and remedies granted in this paragraph shall not be exclusive, but are in addition to any other rights and remedies, including the right of termination, which LESSOR has or may have. The offset requirements of this Lease shall be deemed fully complied with as to each well to be offset, as hereinabove provided, if and when the LESSEE shall actually drill one (1) offset well in accordance with the requirements of this paragraph for each such well to be offset. It is agreed LESSEE may at any time give notice in writing to the LESSOR of LESSEE's determination not to drill any well herein and hereby required to be by LESSEE commenced. If such notice in writing is delivered by the LESSEE to the LESSOR, as hereinabove provided, then LESSEE shall be relieved of LESSEE's obligation to drill such well; and this Lease shall terminate and end, and all the rights of the

LESSEE herein and hereunder shall cease and terminate, except as to such well or wells from which the LESSEE is then producing oil in commercial quantities.

15. **OTHER PROVISIONS.**

- A. **Cooperation with Other Lessees.** Lessee acknowledges and agrees that Lessee will use reasonable best efforts to cooperate with any other lessees who may now or hereafter lease other zones or formations of all or any part of the Premises in regard to the Lessee's and other lessee's exploration, development and production of their respective leases.
- B. **Lessee's Use of Gas and Water.** LESSEE shall have the right to use, free of cost, gas and water produced on or from the Premises for LESSEE's operations thereon, except water from wells of LESSOR.
- C. **Assignment.** Majority working interest in this Lease shall not be assigned by LESSEE without first obtaining the written consent of the LESSOR and payment of a reasonable consent bonus to LESSOR, which consent bonus shall consist of reasonable expenses incurred by LESSOR for review of documentation of the assignment and other matters associated with the proposed assignment to the proposed Assignee. Such consent shall not be unreasonably withheld.
- D. **Subject to Easements.** This Lease is made subject to all easements now in existence or that may hereafter be granted in, on, upon, under, over or otherwise affecting the hereinabove described Premises.
- E. **Interruption Due to Flooding or Irrigation System.** In the event that drilling operations on the Premises are prevented or are incapable of being prosecuted due to high water conditions or the necessity of usage of a pivot irrigation system on the Premises at the site of the well location(s) during the months of June through the first half of September, the term of this Lease or the time frame for the drilling of an additional well on the Premises shall be extended for such amount of time for which drilling operations are prevented or incapable of being prosecuted for the above stated conditions. Such amount of time shall be mutually agreed upon in writing and signed by both parties, which such agreement and signature to the document shall not be unreasonably withheld.

16. **TERMINATION FOR NONPRODUCTION.** Notwithstanding the other terms and requirements of this Lease, the LESSEE agrees that if this Lease does not produce oil or gas and/or royalties paid to LESSOR for any consecutive one hundred eighty (180) day period ("Nonproduction Period"), this Lease shall be terminated and all of the rights of the LESSEE herein and hereunder shall cease and terminate; provided, however, such termination shall not relieve LESSEE of LESSEE's obligations contained herein upon a termination or expiration of this Lease, including but not limited to removal of all materials, machinery and installations from the above-described Premises, properly plugging and abandoning the wells on the subject property, providing certifications from applicable state authorities of such plugging and abandonment to LESSOR, restoring the surface of the Premises to its condition prior to this Lease to LESSOR's reasonable satisfaction and executing, acknowledging and delivering a release, in recordable form, to LESSOR. LESSEE agrees that LESSEE shall reimburse LESSOR for any costs and expenses, including court costs and attorneys' fees, incurred by LESSOR in the enforcement of this Lease provision. However, LESSOR may, at its sole option, extend the Nonproduction Period stated hereinabove.

LESSEE further agrees that upon termination for any reason of LESSEE's development and drilling activities pursuant to the Continuous Drilling Requirement and Proper Development sections hereinabove, LESSEE will surrender and release any and all undrilled locations and all non-producing zones and formations at the request of LESSOR. Further, upon LESSEE's proper plugging and abandonment of any well(s), LESSEE agrees to surrender and release the location of such plugged and abandoned well(s) at the request of LESSOR.

17. LESSEE'S DUTY TO RELEASE. At the expiration of the term of this Lease, or upon the prior termination thereof for any cause, then and in any such event or events, and without further demand by the LESSOR, LESSOR's successors and assigns, the LESSEE, its successors and assigns, shall immediately make, execute and acknowledge a release of all of LESSEE's interest in and to the Premises, and shall deliver such written instrument, in form to be duly recorded upon the proper public records, unto the LESSOR, and LESSOR's successors and assigns. Any such release of this Lease shall be in a form reasonably acceptable to LESSOR and shall require the signatures of both LESSEE and LESSOR.

Each of the obligations imposed on or assumed by the LESSEE, its successors and assigns, under or by virtue of any of the terms and/or provisions hereof is deemed to be and shall be and is hereby construed to be a condition of this Lease.

18. RIGHTS AND OBLIGATIONS UPON DEFAULT. Except as otherwise in this paragraph provided, the failure on the part of the LESSEE to comply with and perform any of the terms, conditions, covenants or provisions hereof to be by the LESSEE kept and performed shall, at the option of the LESSOR, constitute termination of this Lease; in such event the LESSOR, or LESSOR's successors and assigns, shall give thirty (30) days' written notice to the LESSEE, to be sent by certified United States mail, addressed to LESSEE's last known address, of LESSOR's determination to declare a termination, and unless such default or defaults are corrected by LESSEE within said thirty (30) days, the LESSOR may re-enter upon and take possession of said Premises and dispossess the LESSEE therefrom; and in such event, the LESSEE expressly agrees that the LESSEE, its successors and assigns, and each of them, will make, execute, acknowledge and thereupon deliver unto the LESSOR, or LESSOR's successors and assigns, a written release of the within conveyance in due form as provided by law; provided, however, a failure upon the part of the LESSOR to so declare a termination of this Lease because of a violation of any of its terms, conditions, covenants or provisions shall not abridge or destroy the right of the LESSOR, LESSOR's successors and assigns, to so declare a termination of this Lease because of any subsequent breach by the LESSEE, its successors and assigns, of any of its terms, conditions, covenants or provisions; provided further, however:

1. That the provisions of this paragraph shall not be applicable to a default or defaults, as in this Lease fixed, as to which a specific remedy is otherwise provided in this Lease;
2. That the provisions of this paragraph shall not apply to any well or wells on the Premises which at the time of the default or declaration of termination is being operated as a producer, or are being operated as producers, by the LESSEE or its successors and assigns in accordance with the requirements of this Lease; and in the event of any such well or wells being so operated as producers and excluded from termination under the terms of this Lease, the excepted portion of the Premises on which the well is so located shall be considered to be ten (10) acres in square form, or such other spacing unit as is designated by governmental authority for the formation or formations being produced, conforming as nearly as possible to governmental subdivisions, with the well as near the approximate center thereof as is possible; but such excepted portion of the Premises

surrounding such well shall not be considered to include any other sandstone, limestone and shale, formation or horizon than the one from which such excepted well or wells is or are then producing; and nothing in this Lease shall be considered to deprive the LESSOR, LESSOR's successors and assigns, on cancellation, from using such portion of the excepted surface as may be reasonably necessary to permit the proper development of other sandstone, limestone and shale, formations or horizons thereunder; and

3. Upon such cancellation or termination in the event of any excepted portion of the Premises from which production is being obtained by LESSEE, the further operations thereof shall be subject to all other terms and conditions of this Lease, including all termination clauses, insofar as they may thereafter become applicable.

19. **NO RECORDING; MEMORANDUM.** The parties hereto agree that this Lease shall not be recorded; provide, however, on request of either party; the parties shall execute and LESSEE shall record a short-form memorandum of this Lease with the Recorder of Posey County, Indiana and pay all necessary recording fees in order to have the same made a part of the records of Posey County, Indiana. Upon termination of this Lease, LESSEE must execute and record a release of this Lease in a form reasonably acceptable to LESSOR, with the Recorder of Posey County, Indiana.

20. **NOTICES.** All notices required by the terms hereof to be given unto the LESSOR shall be deemed properly given when sent by certified United States mail or overnight carrier and addressed to the LESSOR at 420 Main Street, Suite 1404, Evansville, Indiana 47708-1507, unless and until the LESSOR shall deliver unto the LESSEE in writing a notice furnishing LESSEE with a different address to which such notice shall thereafter be sent by certified United States mail or overnight carrier. All notices required by the terms hereof to be given to the LESSEE shall be deemed properly given when sent by certified United States mail or overnight carrier addressed to the LESSEE at the address stated hereinabove, unless and until the LESSEE shall deliver unto the LESSOR in writing a notice furnishing LESSOR with a different address to which such notice shall thereafter be sent by certified United States mail or overnight carrier. It being agreed that the reports or other geological information to be furnished to LESSOR may also be delivered via electronic means to an address, or addresses, of LESSOR's choosing, and that LESSEE shall not be required to mail hard copies of any such reports, but that it may, at LESSOR's request.

21. **INTERPRETATION.** As used in this Lease, the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words and pronouns of any gender shall be meant to include any other gender. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning, strictly neither for or against either LESSOR or LESSEE, and without implying a presumption that the terms hereof shall be more strictly construed against one (1) party by reason of any rule of construction to the effect that a document is to be construed more strictly against the party who personally or through such party's agent prepared the same, it being agreed the representatives of both parties were involved in the preparation and negotiation of this Lease. This Lease shall bind the parties, their respective heirs, successors and assigns. All headings set forth herein are included for the convenience of reference only and shall not affect the interpretation hereof, nor shall any weight or value be given to the relative position of any part or provision hereon in relation to any other provision in determining such construction. No waiver nor any partial exercise of any right or power under this Lease shall preclude any other or further

exercise thereof, or the exercise of any other right or power of this Lease. The operation, construction and effect of this instrument shall be governed by the laws of the State of Indiana, not including the choice of law rules thereof. This Lease may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same instrument. In the event that any of the provisions of this Lease shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be enforced to the fullest extent permissible and the remaining portions of this Lease shall remain in full force and effect. THIS PROVISION, AND EACH AND EVERY OTHER PROVISION OF THIS LEASE, MAY NOT UNDER ANY CIRCUMSTANCES BE MODIFIED, CHANGED, AMENDED OR PROVISIONS HEREUNDER WAIVED VERBALLY, BUT MAY ONLY BE MODIFIED, CHANGED, AMENDED OR PROVISIONS HEREUNDER WAIVED BY AN AGREEMENT IN WRITING EXECUTED BY ALL PARTIES HERETO.

IN WITNESS WHEREOF, the parties hereto have executed this agreement effective as of the day and date hereinabove first written.

ATTEST:

GLAZE PROPERTIES LIMITED PARTNERSHIP
By Glaze Properties, Inc., its General Partner

By: William W. Hedge
William W. Hedge, Secretary

By: William J. Muller
William J. Muller, President

“LESSOR”

CAMPBELL ENERGY, LLC

By: Jakob Campbell
Jakob Campbell, Member

“LESSEE”

[NOTARY JURATS ON FOLLOWING PAGE]

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared **William J. Muller** and **William W. Hedge**, known by me to be the President and Secretary, respectively, of the within named **Glaze Properties, Inc., being general partner of Glaze Properties Limited Partnership**, being thereunto duly authorized, acknowledged and affirmed the execution of the foregoing instrument to be the voluntary act and deed of said Corporation and as their voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 23 day of July, 2013.



GAIL T. GARRETT
Resident of Vanderburgh County, IN
Commission Expires: March 16, 2015

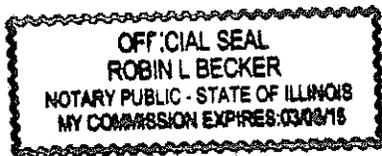
Gail T. Garrett

Notary Public
Resident of Vanderburgh County, IN
My Commission Expires: 3-16-2015

STATE OF Illinois)
) SS:
COUNTY OF White)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared **Jakob Campbell**, known by me to be a Member of the within named **Campbell Energy, LLC**, and being thereunto duly authorized, acknowledged and affirmed the execution of the foregoing instrument to be the voluntary act and deed of said Company and as his voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 24 day of July, 2013.



Jakob Campbell

Notary Public
Resident of Hamilton County, IL
My Commission Expires: 3/16/2015

THIS INSTRUMENT was prepared by Kahn, Dees, Donovan & Kahn, LLP; Kent A. Brasseale II, Attorney at Law, 501 Main Street; P. O. Box 3646; Evansville, Indiana 47735-3646, at the specific request of the parties based solely on information supplied by one or more of the parties to this conveyance, and without examination of survey, title or abstract. The drafter assumes no liability for any errors, inaccuracy, or omissions in this instrument resulting from the information provided, the parties hereto signifying their assent to this disclaimer by execution and acceptance of this instrument.

EXHIBIT "A"
OIL AND GAS LEASE
EFFECTIVE JUNE 20, 2013
GLAZE PROPERTIES LIMITED PARTNERSHIP, LESSOR
CAMPBELL ENERGY, LLC, LESSEE
(PART GLAZE 2,3,4 FARM)

The following described lands are located in Posey County, Indiana, and said lands are LIMITED TO ABOVE THE BASE OF THE FT. PAYNE LIMESTONE, and subject to zones and/or depths more particularly described herein.

TRACT 1

The North Part of the West Half of the Southwest Quarter of Section 2, Township 4 South, Range 14 West, containing 48 acres more or less; The West Half of the Southeast Quarter of Section 3, Township 4 South, Range 14 West, containing 80 acres more or less.

TRACT 2

ALSO, the West Half of the Northwest Quarter of Section 2, Township 4 South, Range 14 West, containing 72 acres, also, the Northeast Quarter of Section 3, Township 4 South, Range 14 West, containing 160 acres, also, the part of the Northwest Quarter of the Southeast Quarter of Section 34, Township 3 South, Range 14 West, containing 2.71 acres, also, part of the Southwest Quarter of the Southeast Quarter of Section 34, Township 3 South, Range 14 West, containing 37.29 acres, also, part of the Southwest corner South of the Railroad of the East Half of the Southeast Quarter in Section 34, Township 3 South, Range 14 West, containing 8.64 acres, and containing in all, 280.64 acres, more or less. EXCEPTING THEREFROM that part which was conveyed by Mark W. Lowell and Frank M. Wright, Jr., as co-trustees of the trust estate of Mary Elizabeth Glaze, deceased, as Grantors, to Ralph Rogers & Company, Inc., as Grantee, by trustees deed dated November 1, 1967, and recorded in Deed Record 92, at page 68 in the office of the Recorder of Posey County, Indiana, and described as follows, to-wit:

Beginning at a point on the East side of Welch Road which is 506.5 feet South 00 degrees 20' 30" West of the intersection of the South right of way line of Interstate Highway 64 at a station established by the Indiana State Highway Commission as being Station 78+ 13.6, such right of way line at this station is 145.0 feet Southwest of the center line of said highway. This point of beginning is also 847.6 feet North 00 degrees 20' 30" East, North of the intersection of the East side of Welch Road with the South section line of Section 34, Township 3 South, Range 14 West. Thence Northerly along the East side of Welch Road North 00 degrees 20' 30" East 310.2 feet, thence South 51 degrees 39' 30" East 1,466.0 feet, thence South 48 degrees 47' 30" East 100.0 feet, thence South 51 degrees 39' 30" East 1,000.00 feet, thence South 51 degrees 04' 30" East 500.0 feet, thence South 51 degrees 39' 30" East 500.0 feet, thence South 49 degrees 45' 30" East 300.2 feet, thence South 51 degrees 39' 30" East 600 feet, thence South 48 degrees 47' 30" East 400.5 feet, thence South 51 degrees 39' 30" East 291.0 feet to a tract owned by Pocket Realty Co., thence due South along the West line of Pocket Realty Co. tract 312.4 feet, thence North 51 degrees 39' 30" West 484.8 feet, thence North 48 degrees 47' 30" West 400.5 feet thence North 51 degrees 39' 30" West 600.0 feet, thence North 49 degrees 45' 30" West 300.2 feet, thence North 51 degrees 39' 30" West 500.0 feet, thence North 51 degrees 04' 30" West 500.0 feet, thence North 51 degrees 39' 30" West 1,000.0 feet, thence North 48 degrees 47' 30" West 100.1 feet, thence North 51 degrees 39' 30" West 1,275.8 feet to the point of beginning, all in Section

34, Township 3 South, Range 14 West, Section 3, Township 4 South, Range 14 West, and in Section 2, Township 4 South, Range 14 West, in Posey County, Indiana, containing 29 acres, more or less; **RESERVING, HOWEVER, UNTO THE GRANTORS** herein, their successors and assigns, the following:- (a) All of the oil, gas, coal and all other minerals, mineral deposits, mineral rights and all other deposits of every kind and character, in, on, under, about or appertaining to said described premises (except soil, fill, earth fill, shale, sand, gravel and stone), together with the right commencing January 1, 1969, and at all times there-after, to grant any and all oil, gas, coal and other mineral leases and the free right of ingress or egress upon, over and across said described real estate, and the right to explore for, drill, mine, lay pipelines, roadways and produce, operate, extract, treat, store and dispose of said minerals or deposits; (b) The 1967 corn crop on the above described premises, together with the right to harvest and remove the same at maturity; (c) The right and easement to drain all of Grantor's adjoining lands upon and into the lands hereby conveyed whether by ditching, tiling or otherwise; and SUBJECT to all leases of record.

ALSO, the oil and gas only underlying the following parcel described parcel appropriated by the State of Indiana for highway purposes by Order of the Posey Circuit Court made and entered on August 29, 1967, in the cause entitled State of Indiana, Plaintiff, v. Mark W. Lowell & Frank M. Wright, Jr., as Co-trustees of the Trust Estate of Mary Elizabeth Glaze, deceased, and docketed as Cause No. 67-C-213 in said Court, described as follows, *to-wit*:

A part of the Southeast Quarter of Section 34, Township 3 South, Range 14 West; a part of the Northeast Quarter of Section 3, Township 4 South, Range 14 West; and a part of the Northwest Quarter of Section 2, Township 4 South, Range 14 West, all in Posey County, Indiana, described as follows: Beginning at the intersection of the South Line of the Southeast Quarter of said Section 34 and the Southwestern Line of the Illinois Central Railroad, which point of beginning is South 89 degrees 53 minutes 30 seconds West 334.67 feet from the Southeast corner of said Southeast Quarter Section; thence South 51 degrees 39 minutes 30 seconds East 2,235.99 feet along the Southwestern Line of said railroad to the East Line of the West Half of the Northwest Quarter of Section 2; thence South 0 degrees 00 minutes 30 seconds East 475.62 feet along said East Line; thence North 51 degrees 39 minutes 30 seconds West 168.37 feet; thence North 48 degrees 47 minutes 45 seconds West 400.50 feet; thence North 51 degrees 39 minutes 30 seconds West 600.00 feet; thence North 31 degrees 21 minutes 14 seconds West 106.63 feet; thence North 51 degrees 39 minutes 30 seconds West 100.00 feet; thence North 66 degrees 46 minutes 04 seconds West 103.58 feet; thence North 51 degrees 39 minutes 30 seconds West 500.00 feet; thence North 51 degrees 05 minutes 07 seconds West 500.02 feet; thence North 51 degrees 39 minutes 30 seconds West 1,000.00 feet; thence North 48 degrees 47 minutes 45 seconds West 100.12 feet; thence North 51 degrees 39 minutes 30 seconds West 1,586.41 feet to the East Boundary of Welch Road; thence North 0 degrees 30 minutes 30 seconds East 215.24 feet along the East Boundary of Welch Road to a North Line of the owner's land; thence North 78 degrees 40 minutes 55 seconds East 213.85 feet to the Southwestern Line of the Illinois Central Railroad; thence South 51 degrees 39 minutes 30 seconds East 2,617.27 feet along said line to the point of beginning and containing 19.011 acres, more or less, in said Section 34, and containing 6.448 acres, more or less, in said Section 3, and containing 14.160 acres, more or less, in said Section 2; and containing in all 39.619 acres, more or less, TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as I-64 and as Project I-64-1(18)0) to and from the owner's abutting lands, it being understood that for purposes of the Lease said parcel shall be considered a non-surface access area prohibiting the LESSEE and its successors and assigns the right to drill, explore or in any

way penetrate the surface area of said parcel.

TRACT 3

ALSO, the Northwest Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 14 West, containing 40 acres more or less; that part west of the Big Bayou in the Northwest Quarter of the Southeast Quarter of Section 35, Township 3 South, Range 14 West, containing 3 acres more or less; the Northeast Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 14 West, containing 40 acres more or less; the Southwest Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 14 West, containing 40 acres more or less; and that part west of the Big Bayou in the Southeast Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 14 West, containing 12.43 acres more or less.

TRACT 2 (Supplemental)

ALSO, that part which was conveyed by Ralph Rogers & Company, Inc., Grantor, to Glaze Properties Limited Partnership, Grantee, by Corporate Warranty Deed dated December 14, 2007, and recorded as Deed Instrument 2007-05495 in the office of the Recorder of Posey County, Indiana, and described as follows, to-wit:

Beginning at a point on the East side of Welch Road which is 506.5 feet South 00 degrees 20' 30" West of the intersection of the South right of way line of Interstate Highway 64 at a station established by the Indiana State Highway Commission as being Station 78+ 13.6, such right of way line at this station is 145.0 feet Southwest of the center line of said highway. This point of beginning is also 847.6 feet North 00 degrees 20' 30" East, North of the intersection of the East side of Welch Road with the South section line of Section 34, Township 3 South, Range 14 West. Thence Northerly along the East side of Welch Road North 00 degrees 20' 30" East 310.2 feet, thence South 51 degrees 39' 30" East 1,466.0 feet, thence South 48 degrees 47' 30" East 100.0 feet, thence South 51 degrees 39' 30" East 1,000.00 feet, thence South 51 degrees 04' 30" East 500.0 feet, thence South 51 degrees 39' 30" East 500.0 feet, thence South 49 degrees 45' 30" East 300.2 feet, thence South 51 degrees 39' 30" East 600 feet, thence South 48 degrees 47' 30" East 400.5 feet, thence South 51 degrees 39' 30" East 291.0 feet to a tract owned by Pocket Realty Co., thence due South along the West line of Pocket Realty Co. tract 312.4 feet, thence North 51 degrees 39' 30" West 484.8 feet, thence North 48 degrees 47' 30" West 400.5 feet thence North 51 degrees 39' 30" West 600.0 feet, thence North 49 degrees 45' 30" West 300.2 feet, thence North 51 degrees 39' 30" West 500.0 feet, thence North 51 degrees 04' 30" West 500.0 feet, thence North 51 degrees 39' 30" West 1,000.0 feet, thence North 48 degrees 47' 30" West 100.1 feet, thence North 51 degrees 39' 30" West 1,275.8 feet to the point of beginning, all in Section 34, Township 3 South, Range 14 West, Section 3, Township 4 South, Range 14 West, and in Section 2, Township 4 South, Range 14 West, in Posey County, Indiana, containing 29 acres, more or less.

CONTAINING IN ALL, Five Hundred Four and 45/100 (504.45) fee acres, more or less, and Thirty-nine and 619/1000 (39.619) mineral only acres, more or less, and known as part of Gray's Glaze #2, #3 and #4 Farm.

PORTIONS OF THE ABOVE DESCRIBED LANDS ARE LIMITED TO ZONES AND/OR DEPTHS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[INVOLVING TRACT 2]

LIMITED TO FORMATIONS LYING BELOW THE BASE OF THE WARSAW LIMESTONE IN THE FOLLOWING DESCRIBED LANDS, TO-WIT:

All that Part of the W/2 SE/4, lying South of Railroad,
Sec. 34, T3S, R14W.

NW/4 NE/4 and N/2 SW/4 NE/4 Sec. 3, T4S, R14W.

That Part of the SW/4 SE/4, lying North of the South line of
Railroad Right-of-way, Sec. 34, T3S, R 14W.

[INVOLVING TRACTS 1 and 2]

LIMITED TO FORMATIONS LYING BELOW A DEPTH OF 2,442 FEET IN THE FOLLOWING DESCRIBED LANDS, TO-WIT:

The Southwest Quarter of the Southeast Quarter of the Northeast Quarter, containing ten (10) acres, more or less (**Tract 2**); the East Half of the Northwest Quarter of the Southeast Quarter, containing twenty (20) acres, more or less (**Tract 1**); and the East Half of the Southwest Quarter of the Southeast Quarter, containing twenty (20) acres, more or less (**Tract 1**), all in Section Three (3), Township Four (4) South, Range Fourteen (14) West, and CONTAINING IN ALL, Fifty (50) acres, more or less.

[INVOLVING TRACTS 2 and 3]

LIMITED TO FORMATIONS LYING BELOW THE BASE OF THE AUX VASES SANDSTONE FORMATION IN THE FOLLOWING DESCRIBED LANDS, TO-WIT:

Part of the Northwest Quarter of the Southeast Quarter of Section Thirty-five (35), Township Three (3) South, Range Fourteen (14) West, bound and described as follows: Beginning at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of Section 35, Township 3 South, Range 14 West; thence S 89 degrees 32 minutes east along and upon the north line of said quarter quarter section 398.09 feet to a point; thence S 51 degrees 29 minutes east 27.58 feet to a point in the center of the Bayou; thence S 29 degrees 49 minutes west along the center of said Bayou 837.89 feet to a point on the west line of said quarter quarter section; thence N 0 degrees 14 minutes along and upon the west line of said quarter quarter section 747.41 feet to the place of beginning (**Tract 3**); and

The Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section Thirty-five (35), Township Three (3) South, Range Fourteen (14) West (**Tract 3**); also, that portion of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section Thirty-five

(35), Township Three (3) South, Range Fourteen (14) West lying on the west side of the Big Bayou (**Tract 3**); and the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of Section Two (2), Township Four (4) South, Range Fourteen (14) West (**Tract 2**); and

The South Half of the Northwest Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section Two (2), Township Four (4) South, Range Fourteen (14) West (**Tract 2**); and the Northeast Quarter of the Southwest Quarter of the Southwest Quarter of Section Thirty-five (35), Township Three (3) South, Range Fourteen (14) West (**Tract 3**); also, that portion of the North Half of the Southeast Quarter of the Southwest Quarter of Section Thirty-five (35), Township Three (3) South, Range Fourteen (14) West lying north of the Big Bayou (**Tract 3**).

Containing in all, 67.43 acres, more or less.

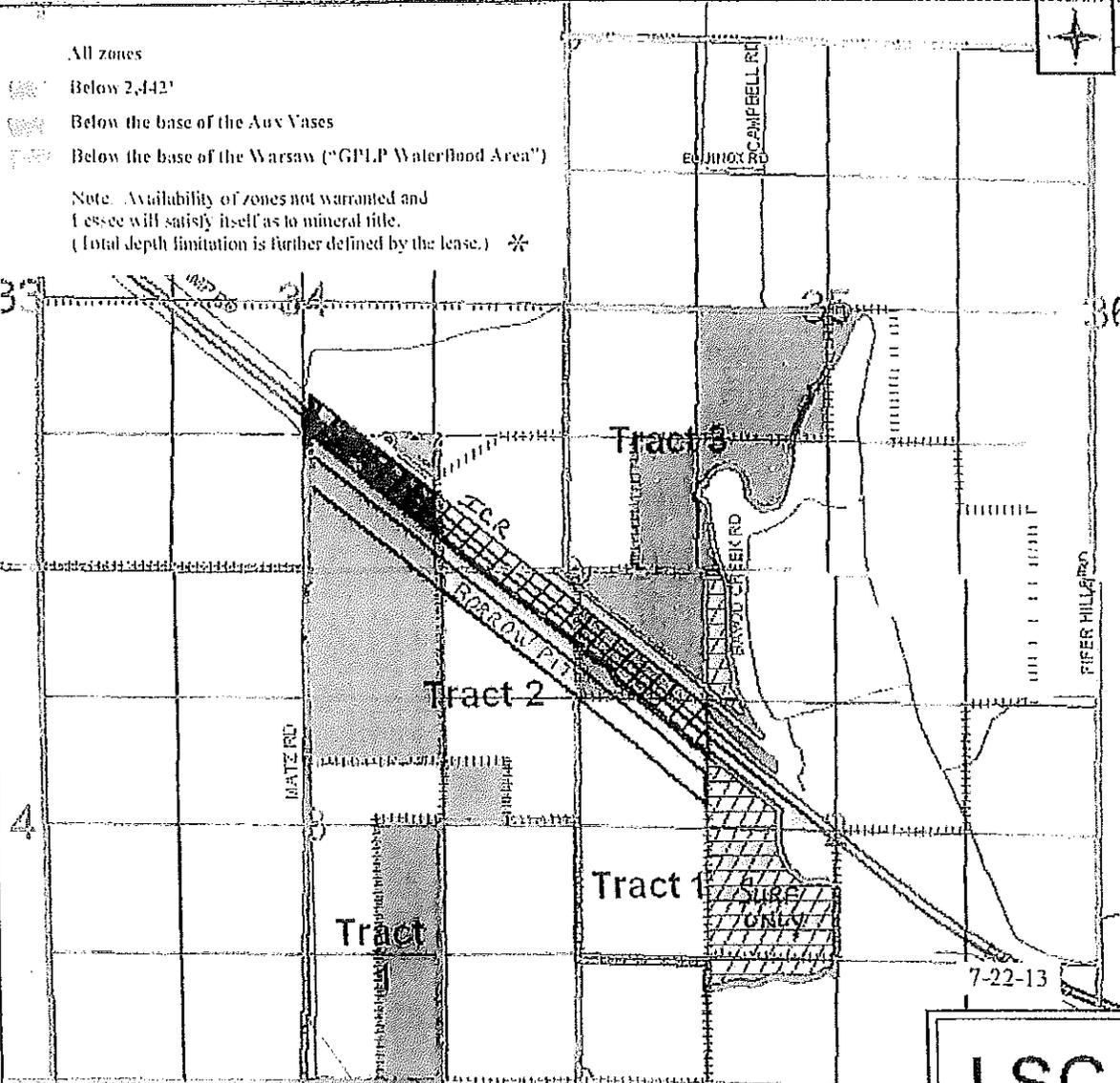
[INVOLVING TRACT 3]

LIMITED TO FORMATIONS LYING BELOW THE BASE OF THE AUX VASES SANDSTONE FORMATION IN THE FOLLOWING DESCRIBED LANDS, TO-WIT:

The Northeast Quarter of the Southwest Quarter of Section 35, Township Three (3) South, Range Fourteen (14) West, Posey County, Indiana containing Forty (40) acres, more or less.

End of Exhibit.

EXHIBIT "B"
GLAZE PROPERTIES LIMITED PARTNERSHIP, LESSOR
CAMPBELL ENERGY, LLC, LESSEE
GLAZE #2,3,4 FARM - POSEY COUNTY, INDIANA
PT SECTIONS 2, 3-4S-14W and PT SECTIONS 34, 35-3S-14W
504.45 m/l SURFACE ACRES and 544.07 m/l MINERAL ACRES
(Surface only 65.25 acres m/l are not included)



All zones

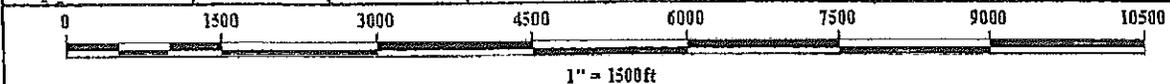
-  Below 2,442'
-  Below the base of the Aux Vases
-  Below the base of the Warsaw ("GPLP Waterflood Area")

Note: Availability of zones not warranted and lessee will satisfy itself as to mineral title.
 (Total depth limitation is further defined by the lease.) *

* LIMITED TO ABOVE THE BASE OF THE FT. PAYNE LIMESTONE

LSC

LOGAN STREET COMPANY, INC.
 425 MAIN STREET, SUITE 1404
 ELKHART, IN. 47701-1507
 PHONE: (317) 421-2030
 FAX: (317) 426-4358





* 2 0 1 3 0 3 4 3 9 8 *

201303439

MARTHA J BREEZE
POSEY COUNTY RECORDER
RECORDED ON
08/05/2013 12:06:17PM
REC FEE:25.00
PAGES: 8

MEMORANDUM OF OIL AND GAS LEASE
(Part Glaze #2, 3, 4 Farm)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Glaze Properties Limited Partnership, an Illinois limited partnership, with its principal place of business at 420 Main Street, Suite 1404, Evansville, Indiana 47708-1507 (as "Lessor") and **Campbell Energy, LLC**, an Illinois limited liability company, with its principal place of business at 1238 County Road 1500N, Carmi, Illinois 62821 (as "Lessee") entered into that certain Oil and Gas Lease effective the 20th day of June, 2013, covering certain land situated in Posey County, Indiana, LIMITED FROM THE SURFACE TO THE BASE OF THE FORT PAYNE LIMESTONE (the "Lease"), which land is more particularly described in the legal description attached hereto as Exhibit "A" and incorporated by this reference.

WHEREAS, Lessor and Lessee desire to place the public on notice of such Lease.

NOW, THEREFORE, Lessor and Lessee, by their execution hereof, hereby give notice to all interested parties of the Lease.

IN WITNESS WHEREOF, this instrument is executed on the dates set out in the acknowledgments below, to be effective as of the 20th day of June, 2013, the effective date of the Lease.

ATTEST:

GLAZE PROPERTIES LIMITED PARTNERSHIP
By **Glaze Properties, Inc., its General Partner**

By: *William W. Hedge*
William W. Hedge, Secretary

By: *William J. Muller*
William J. Muller, President

"Lessor"

CAMPBELL ENERGY, LLC

By: *Jakob Campbell*
Jakob Campbell, Member

"Lessee"

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared William J. Muller and William W. Hedge, known by me to be the President and Secretary, respectively, of the within named Glaze Properties, Inc., being general partner of Glaze Properties Limited Partnership, being thereunto duly authorized, acknowledged and affirmed the execution of the foregoing instrument to be the voluntary act and deed of said Corporation and as their voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 23 day of July, 2013.



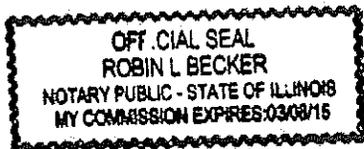
GAIL T. GARRETT
Resident of Vanderburgh County, IN
Commission Expires: March 16, 2015

Gail T. Garrett
Notary Public
Resident of Vanderburgh County, IN
My Commission Expires: 3-16-2015

STATE OF Illinois)
) SS:
COUNTY OF White)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared Jakob Campbell, known by me to be a Member of the within named Campbell Energy, LLC, and being thereunto duly authorized, acknowledged and affirmed the execution of the foregoing instrument to be the voluntary act and deed of said Company and as his voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 24 day of July, 2013.



Robin L. Becker
Notary Public
Resident of Hamilton County, IL
My Commission Expires: 3/6/2015

THIS INSTRUMENT was prepared by Kahn, Dees, Donovan & Kahn, LLP; Kent A. Brasseale II, Attorney at Law, 501 Main Street; P. O. Box 3646; Evansville, Indiana 47735-3646, at the specific request of the parties based solely on information supplied by one or more of the parties to this conveyance, and without examination of survey, title or abstract. The drafter assumes no liability for any errors, inaccuracy, or omissions in this instrument resulting from the information provided, the parties hereto signifying their assent to this disclaimer by execution and acceptance of this instrument.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Kent A. Brasseale II

RETURN TO: Ronald W. Graul
Locust Street Company, Inc.
420 Main Street, Suite 1404
Evansville, Indiana 47708-1507

EXHIBIT "A"
TO
MEMORANDUM OF OIL AND GAS LEASE
EFFECTIVE JUNE 20, 2013
GLAZE PROPERTIES LIMITED PARTNERSHIP, LESSOR
CAMPBELL ENERGY, LLC, LESSEE
(Part Glaze #2, 3, 4 Farm)

The following described lands are located in Posey County, Indiana, and said lands are LIMITED TO ABOVE THE BASE OF THE FT. PAYNE LIMESTONE, and subject to zones and/or depths more particularly described herein.

TRACT 1

The North Part of the West Half of the Southwest Quarter of Section 2, Township 4 South, Range 14 West, containing 48 acres more or less; The West Half of the Southeast Quarter of Section 3, Township 4 South, Range 14 West, containing 80 acres more or less.

TRACT 2

ALSO, the West Half of the Northwest Quarter of Section 2, Township 4 South, Range 14 West, containing 72 acres, also, the Northeast Quarter of Section 3, Township 4 South, Range 14 West, containing 160 acres, also, the part of the Northwest Quarter of the Southeast Quarter of Section 34, Township 3 South, Range 14 West, containing 2.71 acres, also, part of the Southwest Quarter of the Southeast Quarter of Section 34, Township 3 South, Range 14 West, containing 37.29 acres, also, part of the Southwest corner South of the Railroad of the East Half of the Southeast Quarter in Section 34, Township 3 South, Range 14 West, containing 8.64 acres, and containing in all, 280.64 acres, more or less. EXCEPTING THEREFROM that part which was conveyed by Mark W. Lowell and Frank M. Wright, Jr., as co-trustees of the trust estate of Mary Elizabeth Glaze, deceased, as Grantors, to Ralph Rogers & Company, Inc., as Grantee, by trustees deed dated November 1, 1967, and recorded in Deed Record 92, at page 68 in the office of the Recorder of Posey County, Indiana, and described as follows, to-wit:

Beginning at a point on the East side of Welch Road which is 506.5 feet South 00 degrees 20' 30" West of the intersection of the South right of way line of Interstate Highway 64 at a station established by the Indiana State Highway Commission as being Station 78+ 13.6, such right of way line at this station is 145.0 feet Southwest of the center line of said highway. This point of beginning is also 847.6 feet North 00 degrees 20' 30" East, North of the intersection of the East side of Welch Road with the South section line of Section 34, Township 3 South, Range 14 West. Thence Northerly along the East side of Welch Road North 00 degrees 20' 30" East 310.2 feet, thence South 51 degrees 39' 30" east 1,466.0 feet, thence South 48 degrees 47' 30" East 100.0 feet, thence South 51 degrees 39' 30" East 1,000.00 feet, thence South 51 degrees 04' 30" East 500.0 feet, thence South 51 degrees 39' 30" East 500.0 feet, thence South 49 degrees 45' 30" East 300.2 feet, thence South 51 degrees 39' 30" East 600 feet, thence South 48 degrees 47' 30" East 400.5 feet, thence South 51 degrees 39' 30" East 291.0 feet to a tract owned by Pocket Realty Co., thence due South along the West line of Pocket Realty Co. tract 312.4 feet, thence North 51 degrees 39' 30" West 484.8 feet, thence North 48 degrees 47' 30" West 400.5 feet thence North 51 degrees 39' 30" West 600.0 feet, thence North 49 degrees 45' 30" West 300.2

feet, thence North 51 degrees 39' 30" West 500.0 feet, thence North 51 degrees 04' 30" West 500.0 feet, thence North 51 degrees 39' 30" West 1,000.0 feet, thence North 48 degrees 47' 30" West 100.1 feet, thence North 51 degrees 39' 30" West 1,275.8 feet to the point of beginning, all in Section 34, Township 3 South, Range 14 West, Section 3, Township 4 South, Range 14 West, and in Section 2, Township 4 South, Range 14 West, in Posey County, Indiana, containing 29 acres, more or less; **RESERVING, HOWEVER, UNTO THE GRANTORS** herein, their successors and assigns, the following:- (a) All of the oil, gas, coal and all other minerals, mineral deposits, mineral rights and all other deposits of every kind and character, in, on, under, about or appertaining to said described premises (except soil, fill, earth fill, shale, sand, gravel and stone), together with the right commencing January 1, 1969, and at all times there-after, to grant any and all oil, gas, coal and other mineral leases and the free right of ingress or egress upon, over and across said described real estate, and the right to explore for, drill, mine, lay pipelines, roadways and produce, operate, extract, treat, store and dispose of said minerals or deposits; (b) The 1967 corn crop on the above described premises, together with the right to harvest and remove the same at maturity; (c) The right and easement to drain all of Grantor's adjoining lands upon and into the lands hereby conveyed whether by ditching, tiling or otherwise; and SUBJECT to all leases of record.

ALSO, the oil and gas only underlying the following parcel described parcel appropriated by the State of Indiana for highway purposes by Order of the Posey Circuit Court made and entered on August 29, 1967, in the cause entitled State of Indiana, Plaintiff, v. Mark W. Lowell & Frank M. Wright, Jr., as Co-trustees of the Trust Estate of Mary Elizabeth Glaze, deceased, and docketed as Cause No. 67-C-213 in said Court, described as follows, *to-wit*:

A part of the Southeast Quarter of Section 34, Township 3 South, Range 14 West; a part of the Northeast Quarter of Section 3, Township 4 South, Range 14 West; and a part of the Northwest Quarter of Section 2, Township 4 South, Range 14 West, all in Posey County, Indiana, described as follows: Beginning at the intersection of the South Line of the Southeast Quarter of said Section 34 and the Southwestern Line of the Illinois Central Railroad, which point of beginning is South 89 degrees 53 minutes 30 seconds West 334.67 feet from the Southeast corner of said Southeast Quarter Section; thence South 51 degrees 39 minutes 30 seconds East 2,235.99 feet along the Southwestern Line of said railroad to the East Line of the West Half of the Northwest Quarter of Section 2; thence South 0 degrees 00 minutes 30 seconds East 475.62 feet along said East Line; thence North 51 degrees 39 minutes 30 seconds West 168.37 feet; thence North 48 degrees 47 minutes 45 seconds West 400.50 feet; thence North 51 degrees 39 minutes 30 seconds West 600.00 feet; thence North 31 degrees 21 minutes 14 seconds West 106.63 feet; thence North 51 degrees 39 minutes 30 seconds West 100.00 feet; thence North 66 degrees 46 minutes 04 seconds West 103.58 feet; thence North 51 degrees 39 minutes 30 seconds West 500.00 feet; thence North 51 degrees 05 minutes 07 seconds West 500.02 feet; thence North 51 degrees 39 minutes 30 seconds West 1,000.00 feet; thence North 48 degrees 47 minutes 45 seconds West 100.12 feet; thence North 51 degrees 39 minutes 30 seconds West 1,586.41 feet to the East Boundary of Welch Road; thence North 0 degrees 30 minutes 30 seconds East 215.24 feet along the East Boundary of Welch Road to a North Line of the owner's land; thence North 78 degrees 40 minutes 55 seconds East 213.85 feet to the Southwestern Line of the Illinois Central Railroad; thence South 51 degrees 39 minutes 30 seconds East 2,617.27 feet along said line to the point of beginning and containing 19.011

acres, more or less, in said Section 34, and containing 6.448 acres, more or less, in said Section 3, and containing 14.160 acres, more or less, in said Section 2; and containing in all 39.619 acres, more or less, TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as I-64 and as Project I-64-1(18)0) to and from the owner's abutting lands, it being understood that for purposes of the Lease said parcel shall be considered a non-surface access area prohibiting the LESSEE and its successors and assigns the right to drill, explore or in any way penetrate the surface area of said parcel.

TRACT 3

ALSO, the Northwest Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 14 West, containing 40 acres more or less; that part west of the Big Bayou in the Northwest Quarter of the Southeast Quarter of Section 35, Township 3 South, Range 14 West, containing 3 acres more or less; the Northeast Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 14 West, containing 40 acres more or less; the Southwest Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 14 West, containing 40 acres more or less; and that part west of the Big Bayou in the Southeast Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 14 West, containing 12.43 acres more or less.

TRACT 2 (Supplemental)

ALSO, that part which was conveyed by Ralph Rogers & Company, Inc., Grantor, to Glaze Properties Limited Partnership, Grantee, by Corporate Warranty Deed dated December 14, 2007, and recorded as Deed Instrument 2007-05495 in the office of the Recorder of Posey County, Indiana, and described as follows, to-wit:

Beginning at a point on the East side of Welch Road which is 506.5 feet South 00 degrees 20' 30" West of the intersection of the South right of way line of Interstate Highway 64 at a station established by the Indiana State Highway Commission as being Station 78+ 13.6, such right of way line at this station is 145.0 feet Southwest of the center line of said highway. This point of beginning is also 847.6 feet North 00 degrees 20' 30" East, North of the intersection of the East side of Welch Road with the South section line of Section 34, Township 3 South, Range 14 West. Thence Northerly along the East side of Welch Road North 00 degrees 20' 30" East 310.2 feet, thence South 51 degrees 39' 30" East 1,466.0 feet, thence South 48 degrees 47' 30" East 100.0 feet, thence South 51 degrees 39' 30" East 1,000.00 feet, thence South 51 degrees 04' 30" East 500.0 feet, thence South 51 degrees 39' 30" East 500.0 feet, thence South 49 degrees 45' 30" East 300.2 feet, thence South 51 degrees 39' 30" East 600 feet, thence South 48 degrees 47' 30" East 400.5 feet, thence South 51 degrees 39' 30" East 291.0 feet to a tract owned by Pocket Realty Co., thence due South along the West line of Pocket Realty Co. tract 312.4 feet, thence North 51 degrees 39' 30" West 484.8 feet, thence North 48 degrees 47' 30" West 400.5 feet thence North 51 degrees 39' 30" West 600.0 feet, thence North 49 degrees 45' 30" West 300.2 feet, thence North 51 degrees 39' 30" West 500.0 feet, thence North 51 degrees 04' 30" West 500.0 feet, thence North 51 degrees 39' 30" West 1,000.0 feet, thence North 48 degrees 47' 30" West 100.1 feet, thence North 51 degrees 39' 30" West 1,275.8 feet to the point of beginning, all in Section 34, Township 3 South, Range 14 West, Section 3, Township 4 South, Range 14 West, and in Section 2, Township 4 South, Range 14 West, in Posey County, Indiana, containing 29 acres, more or less.

CONTAINING IN ALL, Five Hundred Four and 45/100 (504.45) fee acres, more or less, and Thirty-nine and 619/1000 (39.619) mineral only acres, more or less, and known as part of Gray's Glaze #2, #3 and #4 Farm.

PORTIONS OF THE ABOVE DESCRIBED LANDS ARE LIMITED TO ZONES AND/OR DEPTHS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[INVOLVING TRACT 2]

LIMITED TO FORMATIONS LYING BELOW THE BASE OF THE WARSAW LIMESTONE IN THE FOLLOWING DESCRIBED LANDS, TO-WIT:

All that Part of the W/2 SE/4, lying South of Railroad, Sec. 34, T3S, R14W.

NW/4 NE/4 and N/2 SW/4 NE/4 Sec. 3, T4S, R14W.

That Part of the SW/4 SE/4, lying North of the South line of Railroad Right-of-way, Sec. 34, T3S, R 14W.

[INVOLVING TRACTS 1 and 2]

LIMITED TO FORMATIONS LYING BELOW A DEPTH OF 2,442 FEET IN THE FOLLOWING DESCRIBED LANDS, TO-WIT:

The Southwest Quarter of the Southeast Quarter of the Northeast Quarter, containing ten (10) acres, more or less (Tract 2); the East Half of the Northwest Quarter of the Southeast Quarter, containing twenty (20) acres, more or less (Tract 1); and the East Half of the Southwest Quarter of the Southeast Quarter, containing twenty (20) acres, more or less (Tract 1), all in Section Three (3), Township Four (4) South, Range Fourteen (14) West, and CONTAINING IN ALL, Fifty (50) acres, more or less.

[INVOLVING TRACTS 2 and 3]

LIMITED TO FORMATIONS LYING BELOW THE BASE OF THE AUX VASES SANDSTONE FORMATION IN THE FOLLOWING DESCRIBED LANDS, TO-WIT:

Part of the Northwest Quarter of the Southeast Quarter of Section Thirty-five (35), Township Three (3) South, Range Fourteen (14) West, bound and described as follows: Beginning at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of Section 35, Township 3 South, Range 14 West; thence S 89 degrees 32 minutes east along and upon the north line of said quarter quarter section 398.09 feet to a point; thence S 51 degrees 29 minutes east 27.58 feet to a point in the center of the Bayou; thence S 29 degrees 49 minutes west along the center of said

Bayou 837.89 feet to a point on the west line of said quarter quarter section; thence N 0 degrees 14 minutes along and upon the west line of said quarter quarter section 747.41 feet to the place of beginning (Tract 3); and

The Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section Thirty-five (35), Township Three (3) South, Range Fourteen (14) West (Tract 3); also, that portion of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section Thirty-five (35), Township Three (3) South, Range Fourteen (14) West lying on the west side of the Big Bayou (Tract 3); and the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of Section Two (2), Township Four (4) South, Range Fourteen (14) West (Tract 2); and

The South Half of the Northwest Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section Two (2), Township Four (4) South, Range Fourteen (14) West (Tract 2); and the Northeast Quarter of the Southwest Quarter of the Southwest Quarter of Section Thirty-five (35), Township Three (3) South, Range Fourteen (14) West (Tract 3); also, that portion of the North Half of the Southeast Quarter of the Southwest Quarter of Section Thirty-five (35), Township Three (3) South, Range Fourteen (14) West lying north of the Big Bayou (Tract 3).

Containing in all, 67.43 acres, more or less.

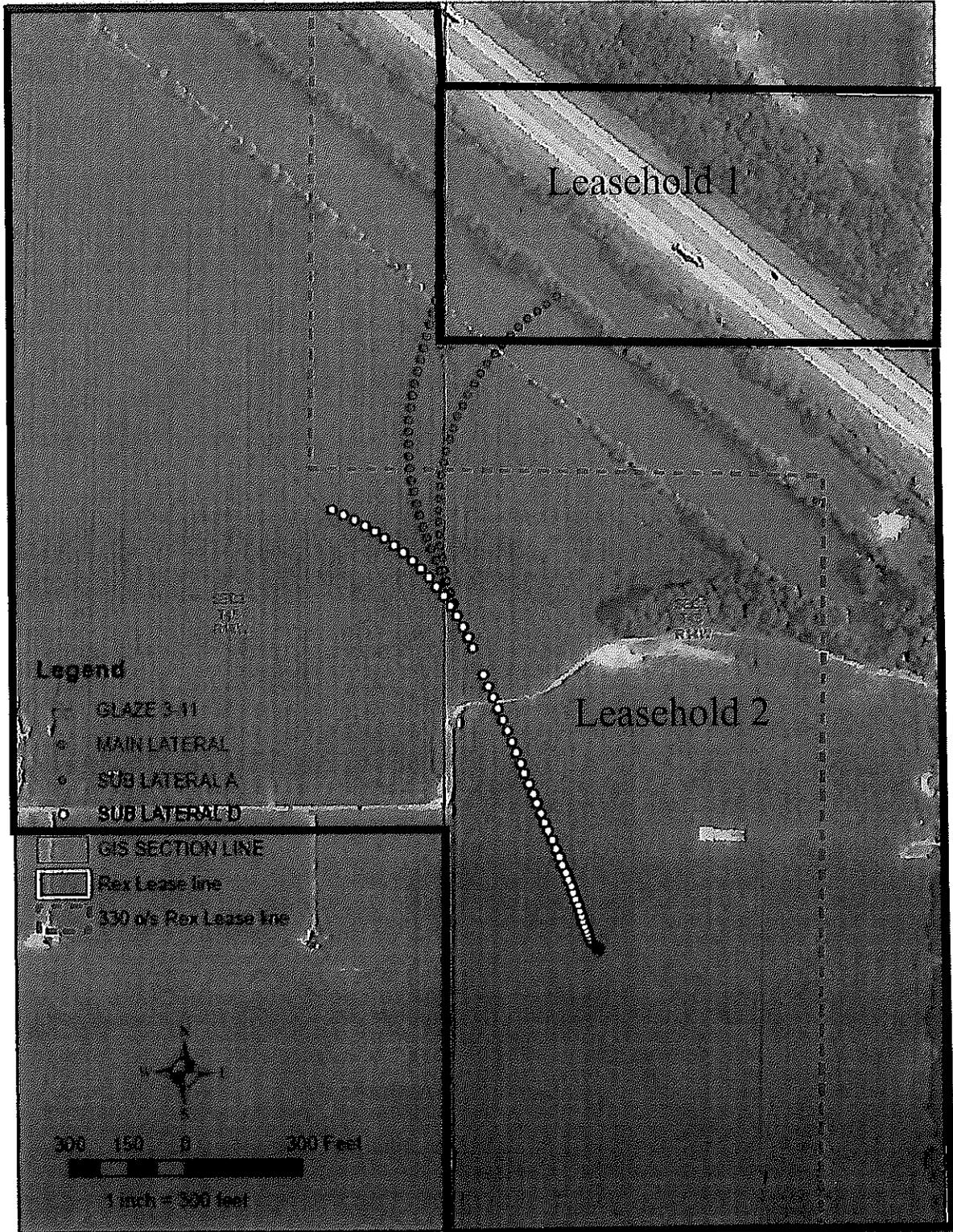
[INVOLVING TRACT 3]

LIMITED TO FORMATIONS LYING BELOW THE BASE OF THE AUX VASES SANDSTONE FORMATION IN THE FOLLOWING DESCRIBED LANDS, TO-WIT:

The Northeast Quarter of the Southwest Quarter of Section 35, Township Three (3) South, Range Fourteen (14) West, Posey County, Indiana containing Forty (40) acres, more or less.

End of Exhibit.

EXHIBIT "B"



1901 83 JUL 5 1961
STATE OF Illinois 85.
COUNTY OF Cook

On the 28th day of August, 1961, personally appeared before me Roy C. Milostan, the General Partner of STAN OIL CO., and acknowledged that said instrument was signed in behalf of said partnership and acknowledged to me that said partnership executed the same.



Given under my hand and seal this 28th day of August,

W. J. ...
Notary Public

My Commission Expires:

RECEIVED FOR RECORD THIS 12 DAY OF Oct 1961 10:40 A.M. Edna B. Roehly
Notary Public

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THIS AGREEMENT, made and entered into on the 29th day of September, 1961, by and between BIRDIE H. GRAY, TRUSTEE OF THE ESTATE OF MARY ELIZABETH OLAZE, deceased, PARTY OF THE FIRST PART, hereinafter called Lessor, and JOE SIMPKINS, PARTY OF THE SECOND PART, hereinafter designated and referred to as Lessee, WITNESSETH:

That the lessor, for and in consideration of One Dollar (\$1.00), and other valuable consideration, paid by the lessee unto the lessor, receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demise, leased and let, and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of drilling and operating for oil and gas, and laying pipe lines and building tanks, (said tanks to be used for the sole purpose of storing the oil produced in, on, from and upon the hereinafter described lands of the lessor), power stations and structures thereon, to produce, save and take care of said products, (and all of which operations shall be conducted so as to interfere as little as possible with the cultivation of the surface of the hereinafter described real estate), all that land situate in Posey County, State of Indiana, to-wit:

The North half of the Southwest quarter of the Northwest quarter containing twenty (20) acres, more or less; the South half of the Northwest quarter of the Northwest quarter, containing twenty (20) acres, more or less, and the Northwest quarter of the Northwest quarter of the Northwest quarter, containing ten (10) acres, more or less, all in Section Two (2), Township Four (4) South, Range Fourteen (14) West.

The said lessor, for herself and her successors and assigns, hereby surrenders all right of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any manner affect the purpose for which this lease is made, as recited herein.

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EXHIBIT
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the other terms, conditions, covenants or provisions of this lease, reserved and excluded from the terms hereof all minerals other than oil and gas, and also reserved and excluded the right to cultivate the well for farming and other purposes not inconsistent with the terms of this lease.

Lessee shall begin and thereafter diligently prosecute the actual drilling of one well within fifteen (15) days from the date of this lease, and shall begin, and thereafter diligently prosecute the actual drilling of one well each sixty (60) days from the time of the commencement of the last preceding well unless and until the leased premises are sooner developed to the degree and in the manner hereinafter set out.

It is understood that all development provisions herein and hereof are subject to the applicable regulatory measures at the time in force, limiting the use of materials and supplies, and governing prospecting for gas and oil and development of oil lands and restricting drilling operations.

At least one well shall be drilled on each ten (10) acres to each sand, horizon or formation above the McCloskey formation found to contain oil in commercial or paying quantities and one well shall be drilled to a depth of 3500 feet or to the McCloskey formation, unless additional wells are required to offset any well or wells producing therefrom.

The proper development of the premises herein demised shall extend to and include any sand, horizon or formation below the McCloskey formation.

It is expressly covenanted and agreed by and between the lessee and the lessor herein that upon the failure or refusal of the lessee to drill out any sand, horizon or formation lying beneath the surface of each ten (10) acre tract herein demised for such development purposes after he has fully developed any other sand, horizon or formation previously discovered, and the development of which has been previously commenced, all in accordance with the terms hereof, then, and in that event the lessee will, upon written notice from the lessor so to do, and within sixty (60) days after the giving of such notice, take any and all steps necessary and execute any and all acquittances or conveyances on his part necessary, to fully grant and give to the lessor, her successors and assigns, the full right to enter upon any part or parts of each ten (10) acre tract and proceed with the drilling and development of the undeveloped portion of such sand, horizon or formation, and thereupon all right and interest of the lessee, his heirs, executors, successors and assigns, to produce oil or gas from the undeveloped portion of any such sand or sands, horizon or horizons, formation or formations, shall cease and terminate, it is understood, however,

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dry sand, horizon or formation that is capable of producing oil or gas in commercial quantities, should the first well drilled on the above described land, having been drilled and completed to the McClenkey formation, be a dry hole or produce oil in less than paying commercial quantities, then and in that event if another well is not commenced on said land in accordance with the terms of this agreement, and diligently prosecuted to completion, this lease shall terminate and end as to all parties. Nothing herein contained shall excuse or relieve any party from any liability, obligation or damage accruing or having accrued prior to the effective date of such termination.

In the event oil or gas in paying quantities be found in any well drilled by the lessee upon any hereinabove described land, then said lessee does hereby obligate himself to continuously produce gas and oil therefrom until said well fails to produce oil or gas in paying quantities, and shall continue to drill additional wells on said land in accordance with the terms and conditions hereof, until said premises shall have been fully developed as herein provided. In the development of the leasehold, and in the production of oil from producing wells, lessor expressly agrees to use and employ a pumping unit to each producing well, and not to connect more than one well to any one pumping unit.

In the event the hereinabove described land is covered with water as the result of flood, action of the elements, or other act of God, so that pending drilling cannot be prosecuted, or so that new work cannot be commenced, then the delay actually caused thereby shall not be considered in computing time for the work required of the lessee by the terms hereof.

In consideration of the premises, the said lessee covenants, promises and agrees to deliver to the order of the lessor as royalty, free of cost, in the pipe line or other carrier designated by lessor, and to which the lessee shall connect his wells on said land, the equal one-fourth (1/4) part of all oil produced and saved from each well on the leased premises, all oil to be sold to the purchaser or purchasers approved in writing by lessor.

Lessee shall pay the lessor one-fourth (1/4), at the field market price, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all the operations and uses of the lessor upon said premises, except for industrial purposes (other than pertaining to farm operations), by making her own connections with the wells at her own risk and expense.

Lessee shall pay lessor for gas produced from any oil well and used off the premises for any purpose, one-fourth (1/4), at the market price, for the gas so used, and pay to the lessor for casing head gas or gasoline produced at the well, one-fourth (1/4) of the net proceeds from the sale thereof after deducting cost

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of the net proceeds from the sale thereof after deducting cost of manufacturing same. PAGE 83 PAGE 539

If the lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid to said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

If the leased premises are now, or shall at any time hereafter be owned in separate parcels, this lease, nevertheless, shall be treated as an entirety, except that the royalties as to any commercial producing well shall be payable to the owner or owners on whose respective parcel a commercial producing well is located, (provided, however, that in such event lessee shall not be required to provide separate tankage for separate parcels) and there shall be no obligation on the lessee to offset wells on separate tracts into which the leased premises are now or may be divided by reason of ownership, sale, devise, inheritance or otherwise, and the drilling of the wells hereinabove mentioned shall otherwise have the same effect as though the ownership of the premises were not divided.

Lessee agrees to furnish lessor periodic statements as to the development and operation on the hereinabove described parcel. Immediately after the location has been staked off for the drilling of each well, a report shall be given the lessor, stating the exact location where each well is to be drilled. Subsequent to making such location report, and until the completion of each well, the lessee shall make a written report as requested by the lessor, but not more frequently than once each week. The lessee shall also, promptly upon completion of each well, furnish the lessor an electric log of said well. The lessor shall be entitled to full information with reference to the operations in connection with each well and shall have access to the premises, personally and through his agents and representatives, at all reasonable times; also, the right at all times to inspect the operations of the wells, pipes, tanks and the appurtenances; at all times to inspect all meters and to gauge all oil produced; and the right at all times to inspect all books, papers and vouchers at lessee's office or on the field at lessor's option, showing the amount of production and the sale thereof of oil and gas.

It is further agreed by and between the parties hereto as follows, to-wit:

Lessee shall have the right to use, free of cost, gas and water produced on the then leased land for his operations thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury pipe lines
below pipe depth.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing from any dry hole and from any well not capable of producing oil in paying quantities. Said lessee agrees to effectively seal off the water from all said horizons penetrated by such well or wells when plugged or abandoned.

In the event it becomes necessary for the lessee to construct a power on the above described premises to pump the oil from the wells thereon, said lessee is to have the right to make all necessary connections and use said power machinery to pump wells on the heretofore described lands. The lessee shall have a reasonable time after the termination of this lease for any cause to remove all materials, machinery and installations from the above described premises, upon condition, however, that it shall not thereby injure or destroy any well capable of producing oil in paying quantities, or otherwise injuriously affect the property of the lessor. If lessee desires to abandon a producing well which the lessor believes to be productive of oil or gas in paying quantities, nevertheless, the lessee may abandon such well after ten (10) days notice in writing to lessor, unless lessor shall within such ten-day period elect to pay the lessee in cash the then second-hand salvage value of the physical equipment retained in and about the well for production.

If the estate of either party hereto is assigned, each and all the covenants, terms, provisions and conditions hereof shall extend to and be binding on the assignee or assignees and his, her, their or its heirs, executors, administrators, successors or assigns, but no change in the ownership of land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment, or a true copy thereof; and any assignment by the lessee of this lease, either in whole or in part, and any subletting by the lessee either in whole or in part, shall not, nor shall any such assignment or subletting, relieve the lessee of any of the obligations herein assumed by or imposed on said lessee by any of the terms, covenants, promises or provisions of this lease.

It is expressly agreed and understood by and between the parties hereto that the lessee has made his own examination of the property and premises hereby leased and the title to the same; that the lessee has had complete access to the property, and sufficient time to satisfy himself as to its suitability for his purposes; that no representations of any kind or character as to said property, or as to the oil or gas rights, the subject of this lease, nor as to the character and extent of the subsurface structure, nor as to the character and condition of the property generally have been made by the lessor, her agents or

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employees, and that the lessee enters into this agreement solely upon his own investigation and knowledge and has in no manner relied on any statement or representation of the lessor, her agents or employees, inducing him thereto.

Lessee shall at all times comply with the Workmen's Compensation Act and Occupational Diseases Act of Indiana. Lessee does hereby agree to protect the lessor and save the lessor harmless from and against any and all claims for injury to persons, including death resulting therefrom, as well as damage to property of every kind and character, which claim or claims shall grow out of the use and occupancy of the leased premises by said lessee. Lessee also agrees that during the entire time while this lease is in force he will carry public liability insurance covering his operations upon the hereinabove described real estate, which policy shall be obtained from a responsible company, wherein the limit of liability shall be not less than the following: As to personal injury, the limits shall be not less than \$100,000.00 as to any one person and not less than \$300,000.00 as to any one accident, and as to property damage, not less than \$500,000.00. Lessee further agrees to carry insurance in a responsible company to be approved by the lessor, which insurance shall include the liability assumed by the lessee under the terms of this paragraph of this lease, and that such assumption shall be endorsed on the policy so issued to the lessee. Furthermore, lessee promises during the time that this lease is in force and effect he will continuously provide unto the lessor a certificate that insurance as herein required is in full force and effect and that the insurance company will agree that any such policy or policies will not be cancelled without ten (10) days written notice to the lessor.

The lessee promises and agrees that as a result of his operations or his use and occupancy of the above described property or any part or parts thereof, he will not permit or suffer any lien of any kind or character to attach to the said real estate or to the royalty because of any act of the lessee.

In the use and occupancy of said premises, and in the conduct of his operations thereon, or on any part or parts thereof, the lessee promises and agrees that he will at all times observe all applicable laws, statutes and pertinent governmental regulations; that he will promptly pay at or before maturity any and all lawful taxes and governmental charges of every kind and character that may be legally assessed against his property or charged against his operations, or that may be levied or assessed upon or against the gross income or the net income that may be derived by him from his operations and as a result of the use and occupancy of said property; and shall pay any and all other taxes, assessments or governmental levies that may be made, assessed or charged

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on account of the operations conducted by the lessee or by the lessee's use and occupancy of said premises, or any part thereof, and that all such payments shall be made prior to the time that they, or any of them, shall become delinquent.

Taxes on lessee's improvements, fixtures and personal property, including lessee's oil stored on the leased premises, shall be paid by the lessee. All taxes and assessments against the above described real estate shall be borne and paid by the lessor, so long as there shall be no increase in the assessed value thereof; but, in the event, during the existence of this lease, the assessed value of such real estate (apart from the separately assessed oil and gas or mineral value) shall be increased, then the taxes resulting from the increased assessment shall be borne one-fourth ($1/4$) by the lessor and three-fourths ($3/4$) by the lessee. All taxes and assessments upon the hereinabove described real estate or on oil rights and mining rights, or any part thereof, which in either case are due to the separation of mining rights from the land by contract or to the discovery or existence of oil, gas or other hydrocarbon substances therein, or other operations pertaining thereto, however assessed, shall be paid as follows: Three fourths ($3/4$) thereof by the lessee, and one-fourth ($1/4$) thereof by the lessor. Any severance tax or other tax, assessment or license now or hereafter levied or imposed upon the lessee, or upon the lessor, measured by the production, removal or sale of oil or gas or natural gasoline, or other products, from the leased premises, or any thereof shall be borne by the parties in the same ratio as taxes and assessments on oil and gas rights, respectively.

In the event of a breach or default by the lessee, then all the rights and remedies of the lessor, whether herein provided or whether afforded under any statute or available law or in equity, shall be cumulative, and the exercise of one or more of such rights by the lessor shall not preclude her from exercising any or all of her other rights and remedies. The lessee further agrees to pay and discharge all costs, expenses and reasonable attorney's fees that shall be paid or incurred by the lessor in successfully enforcing any of the terms and provisions, covenants and conditions of this lease.

The lessee promises, covenants and agrees to offset each well that may be drilled upon adjacent lands, other than on the lands of the lessor, and within six hundred sixty (660) feet of the boundary of the hereinabove described land, to the end that said lessee will at all times give due and full protection to the herein leased premises against drainage. Each offset well shall be drilled to the same sand or sands, zone or zones, horizon or horizons from which the well to be offset is producing. Each off-

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net well shall be drilled upon the hereinabove described and demised land at a location on said demised premises which according to then accepted practices will most effectually protect said premises. The lessee promises and agrees to begin the actual drilling of each offset well at approximately the same time when the actual drilling of the well to be offset, hereafter, begins, and shall diligently and continuously prosecute the actual drilling of each such offset well and complete the same with all possible promptness. When the well or wells to be offset shall be located on lands not owned by the lessor, and when the well or wells to be offset is or are within three hundred thirty (330) feet of the boundary of the leased premises, then, if the lessee shall fail or refuse to complete the drilling of each offset well in accordance with the terms hereof, then the lessee promises, covenants and agrees to pay unto the lessor, not as a penalty, but as agreed and liquidated damages for his breach of this condition, the sum of One Hundred Dollars (\$100.00) for each day from the time when oil is produced from the well to be offset until the time when the offset well shall have been completed in accordance with the terms hereof, and oil is produced therefrom; such damages shall be due and payable when the offset well is completed or upon demand therefor by the lessor of and from the lessee; provided, however, that if the well or wells to be offset under such circumstances shall be a well or wells owned or operated, directly or indirectly, by the lessee hereunder, then the foregoing provisions with respect to liquidated damages in the amount of One Hundred Dollars (\$100.00) per day shall be applicable if said well or wells, so owned or operated by the lessee, directly or indirectly, shall be within six hundred sixty (660) feet of a boundary of the leased premises. If the well to be offset shall produce oil or gas less than in paying quantities, then the lessee shall not be liable for damages under the provisions of this paragraph. If the offset well on these premises is drilled and completed, all in accordance with the terms and provisions hereof, and should not produce oil or gas in paying commercial quantities, then also the lessee shall not be required to pay damages under the terms of this paragraph. The rights and remedies granted in this paragraph shall not be exclusive, but are in addition to any other rights and remedies including the right of forfeiture, which lessor has or may have. The offset requirements of this lease shall be deemed fully complied with as to each well to be offset, as hereinabove provided, if and when the lessee shall actually drill an offset well in accordance with the requirements of this paragraph for each such well to be offset. It is agreed lessee may at any time give notice in writing to the lessor of his determination not to drill any well herein and hereby required to be by him commenced.

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If such notice in writing is delivered by the lessee to the lessor as hereinabove provided, then lessee shall be relieved of his obligation to drill such well, and this lease shall terminate and end, and all of the rights of the lessee herein and hereunder shall cease and terminate, except as to such well or wells from which the lessee is then producing oil in commercial quantities.

It is expressly agreed by and between the lessor and the lessee that if in connection with any arrangement made by the lessee for the sale, exchange or other disposal of the oil, gas, casing-head gas or gasoline produced from the hereinabove described and leased property, the lessee shall receive, directly or indirectly, or if any person shall receive, directly or indirectly, for and in behalf of the lessee, any money, credit, property (whether real, personal or mixed) or property rights, or anything of value whatever, and whether the same, or any thereof, is received from any person or persons, firm or firms, corporation or corporations, whatever, whether by way of compensation, bonus, gratuity, inducement, gift or otherwise, or by way of promise of compensation, bonus, gratuity, inducement, gift, or otherwise, the lessor shall receive her royalty interest thereof in the amount or proportion as fixed by the appropriate terms of this agreement, and which amount or amounts the lessee promises, covenants and agrees to pay unto the lessor at the time, and from time to time, when they, or any such, are received by or in behalf of the lessee.

At the expiration of the term of this lease, or upon the prior termination thereof for any cause, then and in any such event or events, and without further demand by the lessor, her heirs, successors or assigns, the lessee, his heirs, successors or assigns shall immediately make, execute and acknowledge a release of all his interest in and to the hereinabove described real estate, and shall deliver such written instrument, in form to be duly recorded upon the proper public records, unto the lessor, her heirs, successors or assigns.

Each of the obligations imposed on or assumed by the lessee, his successors, representatives or assigns, under or by virtue of any of the terms or provisions hereof is deemed to be and shall be and is hereby construed to be a condition of this agreement.

Except as otherwise in this paragraph provided, the failure on the part of the lessee to comply with and perform any of the terms, conditions, covenants or provisions hereof to be by him kept and performed, shall at the option of the lessor, work a forfeiture of this lease; in such event the lessor, her heirs, successors or assigns, shall give thirty (30) days' written notice unto the lessee, to be sent by regular United States mail, addressed to his last known address, or her determination, by deems

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such forfeiture, and unless such default or defaults are corrected by lessee within said thirty (30) days, the lessor may re-enter upon and take possession of said premises and dispossess the lessee therefrom; and in such event, the lessee expressly agrees that he, his executors, representatives, successors and assigns, and each of them will make, execute, acknowledge and thereupon deliver unto the lessor, her heirs, successors or assigns, a written release of the within conveyance in due form as provided by law; provided, however, a failure upon the part of the lessor to so declare a forfeiture of this lease because of a violation of any of its terms, conditions, covenants or provisions shall not abridge or destroy the rights of lessor, her heirs, successors or assigns, to so declare a forfeiture of this lease because of any subsequent breach by the lessee, his representatives, successors or assigns or any of its terms, conditions, covenants or provisions; provided further, however,

1. That the provisions of this paragraph shall not be applicable to a default or defaults, as in this lease fixed, as to which a specific forfeiture is otherwise provided in this lease;
2. That the provisions of this paragraph shall not apply to any well or wells on the leased premises

which at the time of the default or declaration of forfeiture is being operated as a producer, or are being operated as producers by the lessee, or his assigns, in accordance with the requirements of this lease contract; and in the case of any such well or wells being so operated as producers and excluded from forfeiture under the terms of this lease, the excepted portion of the leased premises on which the well is so located shall be considered to be ten (10) acres in square form, conforming as nearly as possible to governmental subdivisions, with the well as near the approximate center thereof as is possible; but the excepted portion of such leasehold premises surrounding such well shall not be considered to include any other sand, formation or horizon than the one from which such excepted well or wells is or are then producing; and nothing in this lease shall be considered to deprive the lessor, her heirs, successors or assigns, on cancellation, from using such portion of the excepted surface as may be reasonably necessary to permit the proper development of other sands, formations or horizons thereunder; and,

3. Upon such cancellation or forfeiture in the case of any excepted portion of the leasehold from which production is being obtained by lessee, the further opera-

tion thereof shall be subject to all other terms and conditions of this lease, including all forfeiture clauses, insofar as they may thereafter become applicable.

It is an express condition of this contract that the lessee shall within ten (10) days from the date of the acknowledgment of this lease by the lessor duly file this instrument for record in the office of the Recorder of Posey County, Indiana, and pay all necessary recording fees in order to have the same made a part of the records of Posey County.

All notices required by the terms hereof to be given unto the lessor shall be deemed properly given when sent by registered United States mail and addressed to the lessor at 994 Meadow Lane, Lake Forest, Illinois, unless and until the lessor shall deliver unto the lessee in writing a notice furnishing him with a different address to which such notice shall thereafter be sent by registered United States mail. All notices required by the terms hereof to be given to the lessee shall be deemed properly given when sent by registered United States mail addressed to the lessee at 7825 Manchester Avenue, St. Louis 17, Missouri, unless and until the lessee shall deliver unto the lessor in writing a notice, furnishing her with a different address to which such notices shall thereafter be sent by registered United States mail.

Neither this lease nor this agreement shall be assigned by the lessee, either in whole or in part, nor may the lessee sublet the hereinabove described premises, or any part thereof, nor may the lessee mortgage or otherwise encumber the lessee's interest herein or hereunder, without in each instance first obtaining the written consent of the lessor.

The operation, construction and effect of this instrument shall be governed by the laws of the State of Indiana.

It is specifically agreed by and between the parties hereto (and the lessee herein expressly stipulates) that there is no promise, or obligation, either verbal or written, express or implied, between the parties or anyone representing them, whereby the lessor is obligated to execute unto the lessee at any time, now or hereafter, an oil or gas lease, or oil or gas leases, to, on or upon any land or lands of the lessor, other than the lands herein described and set out. And there is no memo or agreement, verbal or otherwise, relating to or affecting the instant lease.

As an inducement unto the lessor for the execution of this lease, the lessee represents that he has on hand sufficient quantities of materials, machinery and supplies to properly equip one additional well for each producing well, and will keep such materials, machinery and supplies continuously stored on the premises until used, or until further storage is no longer reasonably required.

RECORDED
404618055

IN WITNESS WHEREOF, the parties hereto have caused to be signed by their hands and seals, the day and date herein first written above.

Birdie H. Gray (SEAL)
BIRDIE H. GRAY

Trustee of the Estate of Mary Elizabeth Gray, Deceased
PARTY OF THE FIRST PART
Joe Stippins (SEAL)
JOE STIPPINS
PARTY OF THE SECOND PART

STATE OF Illinois }
COUNTY OF Cook } SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named BIRDIE H. GRAY, who acknowledged the execution of the foregoing instrument to be her voluntary act and deed.

WITNESS my hand and Notarial Seal this 5th day of October, 1961.

Notary Public
Notary Public

My commission expires:

STATE OF MISSOURI }
CITY OF ST. LOUIS } SS:

Before me, the undersigned, a Notary Public in and for said City and State, personally appeared the within named JOE STIPPINS who acknowledged the execution of the foregoing instrument to be his voluntary act and deed.

WITNESS my hand and Notarial Seal this 29th day of September, 1961.

Therence S. Starnes
Notary Public

My commission expires:

September 10, 1962

This instrument Prepared by Isador Kahn, Attorney.

RECEIVED FOR RECORD THIS 16th DAY OF Oct 1961 at P.O.A. in Illinois
Notary Public

4119 ASSIGNMENT OF SHERIFF'S CERTIFICATE OF PURCHASE
THIS INSTRUMENT, executed under the date hereinafter stated, WITNESSETH

That the undersigned MCHILLY & SIFORA DRILLING CONTRACTORS, INC. (hereinafter referred to as Assignor), for a valuable consideration whose receipt and sufficiency are hereby acknowledged, does hereby assign, transfer and set over unto ROBERT J. SIKES (hereinafter referred to as Assignee) all of Assignor's right, title and interest arising out of and under two Sheriff's Certificates of Purchase executed and delivered to Assignor by James R. Rutledge, as Sheriff of Posey County, under date of December 26, 1960, covering the following: Catherine Goulandris and Goulandris, her husband, and of Goulandris and Goulandris, his wife, in and to the following described real estate, to wit:

Lease dated August 6, 1956, from French L. Keck et al, as lessors, to Fern Winter, as lessee, and recorded in Book 65 at page 59 of the oil and gas records of Posey County, Indiana, insofar as it covers the following described real estate, to wit:

RUN DATE: 08-15-2014
 RUN TIME: 11:20:26

DIVISION OF INTEREST
Countrymark Refining and Logistics, LLC
 1200 Refinery Road, Mount Vernon, IN 47620
 (800) 832-5490, ext. 8141

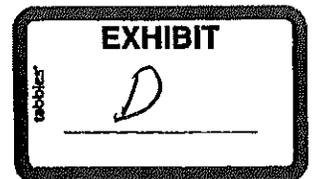
PAGE: 1
 STATE: IN

OPERATOR: 1642 REX ENERGY OPERATING CORPORATION
 LEASE: 41920 POCKET/GRAY
 COUNTY: POSEY

BARRELS:

DOLLARS:

Owner #	Federal Id #	Owner Name and Address	Type	Net Revenue	Pay Status
113871		RICHARD R MCGINNIS JR 71 SUFFOLK RD WELLESLEY, MA 02481-1212	R	.00563000	
113872		LUCY ANNE MCGINNIS 2303 MCINNIS ST HATTIESBURG, MS 39402-2726	R	.00563100	
121864		KIRBY MINERALS PO BOX 268947 OKLAHOMA CITY, OK 73126-8947	R	.00042600	
128042		GLAZE PROPERTIES LIMITED PARTNERSHIP % LOCUST STREET COMPANY INC 420 MAIN ST STE 1404 EVANSVILLE, IN 47708-1507	R	.04535300	
137005		TYLER J BATEMAN 621 E 15TH ST ALTON, IL 62002-3567	R	.00375360	
137006		MEREDITH B GODOY 1212 WEBSTER AVE WHEATON, IL 60187-3813	R	.00375370	
137007		DEE GEE WILLIAMS 1124 GLENMOOR CT EVANSVILLE, IN 47715-5119	R	.00375370	
156175		REX ENERGY I LLC 366 WALKER DR STATE COLLEGE, PA 16801-7085	R	.02252200	
166861		EDWARD M EMERY ROBERT ERIC EMERY AIF 2901 DOUGHERTY FERRY RD #400 SAINT LOUIS, MO 63122-3368	R	.01126100	
178617		CTC MINERALS INC % BANK OF AMERICA PO BOX 840738 DALLAS, TX 75284-0738	R	.00223200	
180859		BRUCE A JULIAN 1280 PARLIAMENT LN VESTAVIA, AL 35216-2718	R	.01126150	
180860		ANNE J RAUF 3425 FLORAL RUN CT CINCINNATI, OH 45239-5109	R	.01126150	
570451		FARMERS BANK & TRUST CO ACCT OF BISHOP MUMFORD PO BOX 50 GRIFFIN, IN 47616-0050	R	.00162100	
570500		CHRISTOPHER MUMFORD PO BOX 451 PLYMOUTH, NH 03264-0451	R	.00162100	
570550		RICHARDSON S MUMFORD PO BOX 822 HYANNIS PORT, MA 02647-0822	R	.00161900	



Countrymark Refining and Logistics, LLC, as an accomodation, furnishes this division of interest which reflects the manner in which last payments were made. It does not necessarily reflect record title of Royalty, Leasehold, or Mineral ownership, and anyone relying thereon does so at his, her, or its own risk, without recourse against Countrymark Refining and Logistics, LLC.

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DIVISION OF INTEREST
Countrymark Refining and Logistics, LLC
 1200 Refinery Road, Mount Vernon, IN 47620
 (800) 832-5490, ext. 8141

PAGE: 2
 STATE: IN

OPERATOR: 1642 REX ENERGY OPERATING CORPORATION
 LEASE: 41920 POCKET/GRAY
 COUNTY: POSEY

BARRELS:

DOLLARS:

Owner #	Federal Id #	Owner Name and Address	Type	Net Revenue	Pay Status
570575		THOMAS F MUMFORD JR 3647 SUNSET BEACH DR NW OLYMPIA, WA 98502-3537	R	.00161900	
570600		WILLIAM MICHAEL MUMFORD PO BOX 233 GRIFFIN, IN 47616-0233	R	.00162100	
895032		ELIZABETH MUMFORD PO BOX 174 HYANNIS PORT, MA 02647-0174	R	.00161900	
958201		MARY L EMERY 12862 WHITEHORSE LN SAINT LOUIS, MO 63131-2239	R	.00281525	
958202		JAMES E EMERY 483 BYLO ACRES SULLIVAN, MO 63080-3155	R	.00281525	
958203		ROBERT E EMERY 578 EAGLE MANOR LN CHESTERFIELD, MO 63017-2690	R	.00281525	
958204		RICHARD J EMERY 55 YORK DR BRENTWOOD, MO 63144-1049	R	.00281525	
		ROYALTY TOTAL:		.14782000	
113874		RARICK MARITAL TRUST 1 C/O G MCNETT CPA 10401 CLAYTON RD SAINT LOUIS, MO 63131-2909	OR	.00003400	60 Suspense Code Owner has bad address
118014		JARD GROUP 631 LOCUST ST MOUNT VERNON, IN 47620-1934	OR	.00031500	
120675		DARRY R CAIN 2114 OLD CABIN RD OWENSBORO, KY 42301-4522	OR	.00005520	
127098		DAVID A BATES 6729 BOSTWICK RD SHREVEPORT, LA 71107-8942	OR	.00005530	
127100		GLENDA A COLE 282 S 8TH ST APT 214 DUBOIS, PA 15801-2852	OR	.00011050	
127101		CLAUDIA J COFFEY 2806 SEBOLT RD FL 2 SOUTH PARK, PA 15129-9567	OR	.00011050	
130055		LINDA S KAHN TRUSTEE OF THE LINDA S KAHN TRUST DTD 7/15/98 10 MARYVIEW LN SAINT LOUIS, MO 63124-1247	OR	.00018800	
139258		VINOD C GUPTA 17962 FOXBOROUGH LN BOCA RATON, FL 33496-1321	OR	.00013900	

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DIVISION OF INTEREST
Countrymark Refining and Logistics, LLC
 1200 Refinery Road, Mount Vernon, IN 47620
 (800) 832-6490, ext. 8141

PAGE: 3
 STATE: IN

OPERATOR: 1642 REX ENERGY OPERATING CORPORATION
 LEASE: 41920 POCKET/GRAY
 COUNTY: POSEY

BARRELS:

DOLLARS:

Owner #	Federal Id #	Owner Name and Address	Type	Net Revenue	Pay Status
148131		HALIFAX FINANCIAL GROUP LP 821 N MADISON AVE GREENWOOD, IN 46142-4128	OR	.00173150	
156175		REX ENERGY I LLC 366 WALKER DR STATE COLLEGE, PA 16801-7085	OR	.00000600	
166479		DAVID C DODSON C/O FIFTH THIRD BANK JAMIE WICKS PO BOX 719 EVANSVILLE, IN 47705-0719	OR	.00451500	
166855		MARILEE WARFIELD 5826 FOLSOM DR LA JOLLA, CA 92037-7323	OR	.00001700	
166856		W ALFRED HAYES JR REV GRANTOR TRUST 74 LAKE FOREST SAINT LOUIS, MO 63117	OR	.00001700	63 Suspense Code No signed Division Order
171009		EXA KAY LINDSEY & KEVIN M HUSTON 157 DORA DR MIDDLETOWN, CT 06457-4173	OR	.00012600	
481596		EXA KAY LINDSEY C/O KEVIN HUSTON 157 DORA DR MIDDLETOWN, CT 06457-4173	OR	.00012600	
824091		W A HAYES JR 4 BELLERIVE CT SAINT CHARLES, MO 63303-4006	OR	.00000600	36 Suspense Code Owner Deceased
828418		PATRICIA RARICK MCNETT 2258 SCHUETZ RD STE 122 SAINT LOUIS, MO 63146-3424	OR	.00000600	
957991		RECOL INC 3838 OAK LAWN AVE STE 725 DALLAS, TX 75219-4524	OR	.00008700	
				OVERRIDING ROYALTY TOTAL:	.00764500
156175		REX ENERGY I LLC 366 WALKER DR STATE COLLEGE, PA 16801-7085	W	.84453500	
				WORKING TOTAL:	.84453500
				INTEREST TOTAL:	1.00000000
LEGAL DESCRIPTION:					
POCKET REALTY CO.: THE FRACTIONAL NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 14 WEST, EAST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 14 WEST; WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 14 WEST; SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 14 WEST AND ALL THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 14 WEST, LYING EAST OF THE BIG BAYOU, POSEY COUNTY, INDIANA. W.W. GRAY: THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF					

Countrymark Refining and Logistics, LLC, as an accomodation, furnishes this division of interest which reflects the manner in which last payments were made. It does not necessarily reflect record title of Royalty, Leasehold, or Mineral ownership, and anyone relying thereon does so at his, her, or its own risk, without recourse against Countrymark Refining and Logistics, LLC.

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 1200 Refinery Road, Mount Vernon, IN 47620
 (800) 832-5490, ext. 8141

PAGE: 4
 STATE: IN

OPERATOR: 1642 REX ENERGY OPERATING CORPORATION
 LEASE: 41920 POCKET/GRAY
 COUNTY: POSEY

BARRELS:

DOLLARS:

Owner #	Federal Id #	Owner Name and Address	Type	Net Revenue	Pay Status
		SECTION 35, TOWNSHIP 3 SOUTH, RANGE 14 WEST; ALSO THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 14 WEST LYING ON THE WEST SIDE OF THE BIG BAYOU AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 14 WEST, POSEY COUNTY, INDIANA. POCKET REALTY COMPANY: THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 14 WEST, POSEY COUNTY, INDIANA. GRAY ESTATE: THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 14 WEST; NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 14 WEST, POSEY COUNTY, INDIANA. THOMAS MUMFORD: THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 14 WEST AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 14 WEST, POSEY COUNTY, INDIANA. B.R. GRAY-POCKET REALTY CO: THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 14 WEST, POSEY COUNTY, INDIANA.			

Countrymark Refining and Logistics, LLC, as an accommodation, furnishes this division of interest which reflects the manner in which past payments were made. It does not necessarily reflect record title of Royalty, Leasehold, or Mineral ownership, and anyone relying thereon does so at his, her, or its own risk, without recourse against Countrymark Refining and Logistics, LLC.

TAB A

**GLAZE PROPERTIES LEASEHOLD
PART SE/4 S34-T3S-R14W, POSEY COUNTY, INDIANA
PART S/2 S35-T3S-R14W, POSEY COUNTY, INDIANA
PART E/2 S3-T4S-R14W, POSEY COUNTY, INDIANA
PART W/2 S2-T4S-R14W, POSEY COUNTY, INDIANA
COUNTRYMARK LEASE NO.: 51748
BASIN LAW GROUP LLP CLIENT/MATTER NO.: 00035/10147**

DIVISION OF INTEREST STATEMENT

<u>Interest</u>	<u>Name(s)</u>	<u>Breakdown</u>	<u>Revenue Allocation</u>
RI	Glaze Properties Limited Partnership 420 Main Street, Suite 1404 Evansville, IN 47708-1507	1/4 x 1	0.25000000
WI	Campbell Energy, LLC 1238 County Road 1500 East Carmi, IL 62821	30% x 3/4	0.22500000
WI	APX Drilling Partners 2013-B, LP a Delaware limited partnership 591 Delaware Street Buffalo, New York 14201	70% x 3/4	0.52500000

THE PROPERTY COVERED BY THE DIVISION ORDER SHOULD BE LISTED AS DESCRIBED IN THAT SECTION ENTITLED "DESCRIPTION" WHICH LIMITS THE COVERED FORMATIONS AS DESCRIBED THEREIN. FOR YOUR REFERENCE, SAID DESCRIPTION IS ALSO PROVIDED ON THE FOLLOWING PAGE.

IN ADDITION THE PRODUCTION FROM THE GLAZE 1-H WELL SHOULD BE ALLOCATED 15% TO THE POCKET GRAY UNIT (COUNTRYMARK LEASE NUMBER 41920) AND 85% ACCORDING TO THE ABOVE DIVISION OF INTERESTS STATEMENT (COUNTRYMARK LEASE NO. 51748).

LAND DESCRIPTION FOR DIVISION ORDER

Tract 1:

The North Part of the West Half of the Southwest Quarter of Section 2, Township 4 South, Range 14 West, containing 48 acres more or less; The West Half of the Southeast Quarter of Section 3, Township 4 South, Range 14 West, containing 80 acres more or less.

Tract 2:

ALSO, the West Half of the Northwest Quarter of Section 2, Township 4 South, Range 14 West, containing 72 acres, also, the Northeast Quarter of Section 3, Township 4 South, Range 14 West, containing 160 acres, also, the part of the Northwest Quarter of the Southeast Quarter of Section 34, Township 3 South, Range 14 West, containing 2.71 acres, also, part of the Southwest Quarter of the Southeast Quarter of Section 34, Township 3 South, Range 14 West, containing 37.29 acres, also, part of the Southwest corner South of the Railroad of the East Half of the Southeast Quarter in Section 34, Township 3 South, Range 14 West, containing 8.64 acres, and containing in all, 280.64 acres, more or less. EXCEPTING THEREFROM that part which was conveyed by Mark W. Lowell and Frank M. Wright, Jr., as co-trustees of the trust estate of Mary Elizabeth Glaze, deceased, as Grantors, to Ralph Rogers & Company, Inc., as Grantee, by trustees deed dated November 1, 1967, and recorded in Deed Record 92, at page 68 in the office of the Recorder of Posey County, Indiana, and described as follows, to-wit:

Beginning at a point on the East side of Welch Road which is 506.5 feet South 00 degrees 20' 30" West of the intersection of the South right of way line of Interstate Highway 64 at a station established by the Indiana State Highway Commission as being Station 78+ 13.6, such right of way line at this station is 145.0 feet Southwest of the center line of said highway. This point of beginning is also 847.6 feet North 00 degrees 20' 30" East, North of the intersection of the East side of Welch Road with the South section line of Section 34, Township 3 South, Range 14 West. Thence Northerly along the East side of Welch Road North 00 degrees 20' 30" East 310.2 feet, thence South 51 degrees 39' 30" East 1,466.0 feet, thence South 48 degrees 47' 30" East 100.0 feet, thence South 51 degrees 39' 30" East 1,000.00 feet, thence South 51 degrees 04' 30" East 500.0 feet, thence South 51 degrees 39' 30" East 500.0 feet, thence South 49 degrees 45' 30" East 300.2 feet, thence South 51 degrees 39' 30" East 600 feet, thence South 48 degrees 47' 30" East 400.5 feet, thence South 51 degrees 39' 30" East 291.0 feet to a tract owned

by Pocket Realty Co., thence due South along the West line of Pocket Realty Co. tract 312.4 feet, thence North 51 degrees 39' 30" West 484.8 feet, thence North 48 degrees 47' 30" West 400.5 feet thence North 51 degrees 39' 30" West 600.0 feet, thence North 49 degrees 45' 30" West 300.2 feet, thence North 51 degrees 39' 30" West 500.0 feet, thence North 51 degrees 04' 30" West 500.0 feet, thence North 51 degrees 39' 30" West 1,000.0 feet, thence North 48 degrees 47' 30" West 100.1 feet, thence North 51 degrees 39' 30" West 1,275.8 feet to the point of beginning, all in Section 34, Township 3 South, Range 14 West, Section 3, Township 4 South, Range 14 West, and in Section 2, Township 4 South, Range 14 West, in Posey County, Indiana, containing 29 acres, more or less; **RESERVING, HOWEVER, UNTO THE GRANTORS** herein, their successors and assigns, the following:- (a) All of the oil, gas, coal and all other minerals, mineral deposits, mineral rights and all other deposits of every kind and character, in, on, under, about or appertaining to said described premises (except soil, fill, earth fill, shale, sand, gravel and stone), together with the right commencing January 1, 1969, and at all times there-after, to grant any and all oil, gas, coal and other mineral leases and the free right of ingress or egress upon, over and across said described real estate, and the right to explore for, drill, mine, lay pipelines, roadways and produce, operate, extract, treat, store and dispose of said minerals or deposits; (b) The 1967 corn crop on the above described premises, together with the right to harvest and remove the same at maturity; (c) The right and easement to drain all of Grantor's adjoining lands upon and into the lands hereby conveyed whether by ditching, tiling or otherwise; and SUBJECT to all leases of record.

ALSO, the oil and gas owned by Lessor underlying that portion of the property described in Right of Way – Deed from Daniel W. Dixon and Martha N. Dixon to the Peoria Decatur & Evansville Railway dated December 31, 1880, recorded in the Office of the Recorder of Posey County, Indiana, in Deed Record Book 20, Page 30, lying within the Southeast Quarter of the Section 34, Township 3 South, Range 14 West, and the West Half of the Northwest Quarter of Section 2, Township 4 South, Range 14 West Posey County, Indiana, described as follows, *to-wit:*

a strip of land one hundred fifty foot in width, being a strip seventy five feet wide on each side of the center line of said railway as is now located through [grantors'] land in Posey County, State of Indiana, described as follows to wit: lying in the west half of the Northwest Quarter of Section two and the east half of the Northeast quarter of Section three town four south range fourteen west and also in the Southeast quarter of Section thirty four town three south range fourteen west.

ALSO, that part which was conveyed by Ralph Rogers & Company, Inc., Grantor, to Glaze Properties Limited Partnership, Grantee, by Corporate Warranty Deed dated December 14, 2007, and recorded as Deed Instrument 2007-05495 in the office of the Recorder of Posey County, Indiana, and described as follows, to-wit:

Beginning at a point on the East side of Welch Road which is 506.5 feet South 00 degrees 20' 30" West of the intersection of the South right of way line of Interstate Highway 64 at a station established by the Indiana State Highway Commission as being Station 78+ 13.6, such right of way line at this station is 145.0 feet Southwest of the center line of said highway. This point of beginning is also 847.6 feet North 00 degrees 20' 30" East, North of the intersection of the East side of Welch Road with the South section line of Section 34, Township 3 South, Range 14 West. Thence Northerly along the East side of Welch Road North 00 degrees 20' 30" East 310.2 feet, thence South 51 degrees 39' 30" East 1,466.0 feet, thence South 48 degrees 47' 30" East 100.0 feet, thence South 51 degrees 39' 30" East 1,000.00 feet, thence South 51 degrees 04' 30" East 500.0 feet, thence South 51 degrees 39' 30" East 500.0 feet, thence South 49 degrees 45' 30" East 300.2 feet, thence South 51 degrees 39' 30" East 600 feet, thence South 48 degrees 47' 30" East 400.5 feet, thence South 51 degrees 39' 30" East 291.0 feet to a tract owned by Pocket Realty Co., thence due South along the West line of Pocket Realty Co. tract 312.4 feet, thence North 51 degrees 39' 30" West 484.8 feet, thence North 48 degrees 47' 30" West 400.5 feet thence North 51 degrees 39' 30" West 600.0 feet, thence North 49 degrees 45' 30" West 300.2 feet, thence North 51 degrees 39' 30" West 500.0 feet, thence North 51 degrees 04' 30" West 500.0 feet, thence North 51 degrees 39' 30" West 1,000.0 feet, thence North 48 degrees 47' 30" West 100.1 feet, thence North 51 degrees 39' 30" West 1,275.8 feet to the point of beginning, all in Section 34, Township 3 South, Range 14 West, Section 3, Township 4 South, Range 14 West, and in Section 2, Township 4 South, Range 14 West, in Posey County, Indiana, containing 29 acres, more or less.

Tract 3:

ALSO, the Northwest Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 14 West, containing 40 acres more or less; that part west of the Big Bayou in the Northwest Quarter of the Southeast Quarter of Section 35, Township 3 South, Range 14 West, containing 3 acres more or less; the Northeast Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 14 West, containing 40 acres more or less; the Southwest Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 14 West, containing 40 acres more or less; and that part west of the Big Bayou in the Southeast Quarter of the

Southwest Quarter of Section 35, Township 3 South, Range 14 West, containing 12.43 acres more or less.

Tract 4:

The following parcel described parcel appropriated by the State of Indiana for highway purposes by Order of the Posey Circuit Court made and entered on August 29, 1967, in the cause entitled State of Indiana, Plaintiff, v. Mark W. Lowell & Frank M. Wright, Jr., as Co-trustees of the Trust Estate of Mary Elizabeth Glaze, deceased, and docketed as Cause No. 67-C-213 in said Court, described as follows, *to-wit*:

A part of the Southeast Quarter of Section 34, Township 3 South, Range 14 West; a part of the Northeast Quarter of Section 3, Township 4 South, Range 14 West; and a part of the Northwest Quarter of Section 2, Township 4 South, Range 14 West, all in Posey County, Indiana, described as follows: Beginning at the intersection of the South Line of the Southeast Quarter of said Section 34 and the Southwestern Line of the Illinois Central Railroad, which point of beginning is South 89 degrees 53 minutes 30 seconds West 334.67 feet from the Southeast corner of said Southeast Quarter Section; thence South 51 degrees 39 minutes 30 seconds East 2,235.99 feet along the Southwestern Line of said railroad to the East Line of the West Half of the Northwest Quarter of Section 2; thence South 0 degrees 00 minutes 30 seconds East 475.62 feet along said East Line; thence North 51 degrees 39 minutes 30 seconds West 168.37 feet; thence North 48 degrees 47 minutes 45 seconds West 400.50 feet; thence North 51 degrees 39 minutes 30 seconds West 600.00 feet; thence North 31 degrees 21 minutes 14 seconds West 106.63 feet; thence North 51 degrees 39 minutes 30 seconds West 100.00 feet; thence North 66 degrees 46 minutes 04 seconds West 103.58 feet; thence North 51 degrees 39 minutes 30 seconds West 500.00 feet; thence North 51 degrees 05 minutes 07 seconds West 500.02 feet; thence North 51 degrees 39 minutes 30 seconds West 1,000.00 feet; thence North 48 degrees 47 minutes 45 seconds West 100.12 feet; thence North 51 degrees 39 minutes 30 seconds West 1,586.41 feet to the East Boundary of Welch Road; thence North 0 degrees 30 minutes 30 seconds East 215.24 feet along the East Boundary of Welch Road to a North Line of the owner's land; thence North 78 degrees 40 minutes 55 seconds East 213.85 feet to the Southwestern Line of the Illinois Central Railroad; thence South 51 degrees 39 minutes 30 seconds East 2,617.27 feet along said line to the point of beginning and containing 19.011 acres, more or less, in said Section 34, and containing 6.448 acres, more or less, in said Section 3, and containing 14.160 acres, more or less, in said Section 2; and containing in all 39.619 acres, more or less, TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited

access facility (to be known as I-64 and as Project I-64-1(18)0) to and from the owner's abutting lands, it being understood that for purposes of the Lease said parcel shall be considered a non-surface access area prohibiting the LESSEE and its successors and assigns the right to drill, explore or in any way penetrate the surface area of said parcel.

CONTAINING IN ALL, Five Hundred Four and 45/100 (504.45) fee acres, more or less, and Thirty-nine and 619/1000 (39.619) mineral only acres, more or less, and known as part of Gray's Glaze #2, #3 and #4 Farm.

LIMITATIONS ON DEPTHS

THE ABOVE DESCRIBED LANDS ARE LIMITED FROM THE SURFACE TO THE BASE OF THE FT. PAYNE LIMESTONE EXCEPT AS TO THAT PORTION OF THE PROPERTY LYING WITHIN THE N/2 NE/4 SW/4 S35-T3S-RANGE 14 WEST WHICH PARCEL IS LIMITED FROM THE SURFACE TO THE BASE OF THE DEVONIAN (INCLUDING TO THE BASE OF THE BAILEY LIMESTONE).

SAID LANDS ARE FURTHER LIMITED TO THE ZONES AND/OR DEPTHS AS TO PORTIONS OF SAID LANDS AS FOLLOWS:

Tract 2 and Tract 4:

LIMITED TO FORMATIONS LYING BELOW THE BASE OF THE WARSAW LIMESTONE IN THE FOLLOWING DESCRIBED LANDS, TO-WIT:

All that Part of the W/2 SE/4, lying South of the Railroad,
Sec. 34, T3S, R14W.

NW/4 NE/4 and N/2 SW/4 NE/4 Sec. 3, T4S, R14W.

That part of the SW/4 SE/4, lying North of the South line of Railroad
Right-of-way, Sec. 34, T3S, R14W.

Tract 1 and Tract 2:

LIMITED TO FORMATIONS LYING BELOW THE BASE OF THE BENOIST FORMATION FOUND AT A DEPTH OF 2,762 FEET OR AT A SUBSEA DEPTH OF -2,289 FEET AS FOUND IN THE ELECTRIC LOG OF THE RALPH HALBERT, ET AL. GLAZE #1 WELL PERMIT #013262 IN THE FOLLOWING DESCRIBED LANDS, TO-WIT:

The Southwest Quarter of the Southeast Quarter of the Northeast Quarter, containing ten (10) acres, more or less (**Tract 2**); the East Half of the Northwest Quarter of the Southeast Quarter, containing twenty (20) acres, more or less (**Tract 1**); and the East Half of the Southwest Quarter of the Southeast Quarter, containing twenty (20) acres, more or less (**Tract 1**), all in Section Three (3), Township Four (4) South, Range Fourteen (14) West, and CONTAINING IN ALL, Fifty (50) acres, more or less.

Tract 2, Tract 3 and Tract 4:

LIMITED TO FORMATIONS LYING BELOW THE BASE OF THE AUX VASES SANDSTONE FORMATION IN THE FOLLOWING DESCRIBED LANDS, TO-WIT:

Part of the Northwest Quarter of the Southeast Quarter of Section Thirty-five (35), Township Three (3) South, Range Fourteen (14) West, bound and described as follows: Beginning at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of Section 35, Township 3 South, Range 14 West; thence S 89 degrees 32 minutes east along and upon the north line of said quarter quarter section 398.09 feet to a point; thence S 51 degrees 29 minutes east 27.58 feet to a point in the center of the Bayou; thence S 29 degrees 49 minutes west along the center of said Bayou 837.89 feet to a point on the west line of said quarter quarter section; thence N 0 degrees 14 minutes along and upon the west line of said quarter quarter section 747.41 feet to the place of beginning (**Tract 3**); and

The Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section Thirty-five (35), Township Three (3) South, Range Fourteen (14) West (**Tract 3**); also, that portion of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section Thirty-five (35), Township Three (3) South, Range Fourteen (14) West lying on the west side of the Big Bayou (**Tract 3**); and the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of Section Two (2), Township Four (4) South, Range Fourteen (14) West (**Tract 2**); and

The South Half of the Northwest Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section Two (2), Township Four (4) South, Range Fourteen (14) West (**Tract 2**); and the Northeast Quarter of

the Southwest Quarter of the Southwest Quarter of Section Thirty-five (35), Township Three (3) South, Range Fourteen (14) West (**Tract 3**); also, that portion of the North Half of the Southeast Quarter of the Southwest Quarter of Section Thirty-five (35), Township Three (3) South, Range Fourteen (14) West lying north of the Big Bayou (**Tract 3**).

Containing in all, 67.43 acres, more or less.

Tract 3:

LIMITED TO FORMATIONS LYING BELOW THE BASE OF THE AUX VASES SANDSTONE FORMATION IN THE FOLLOWING DESCRIBED LANDS, TO-WIT:

The South Half of the Northeast Quarter of the Southwest Quarter of Section 35, Township Three (3) South, Range Fourteen (14) West, Posey County, Indiana containing twenty (20) acres, more or less.

FOR RECORDER'S USE ONLY

GLAZE 1-H AGREEMENT

POSEY COUNTY, INDIANA

THIS AGREEMENT, made and entered into by and among the owners of working or leasehold interests in the leases hereinafter defined, who are hereinafter referred to as "Lessees," and the owners of mineral, royalty and overriding royalty interests in and under said leases, who are hereinafter referred to as "Owners," and Campbell Energy, LLC, who is hereinafter referred to as "Operator." The Lessees and Owners and Operator are set forth on SCHEDULE 1 attached hereto.

WITNESSETH:

WHEREAS, the Operator has previously completed and now intends to produce and operate a certain horizontal well located in Posey County, Indiana, known as the Glaze 1-H, under Permit Number 055042 (IGS ID 166857) (the "Well") the location of which is depicted on a map attached hereto as EXHIBIT "B" and made a part hereof by reference;

WHEREAS, the Lessees and Owners who are parties hereto hold certain leasehold and mineral interests in the oil and gas underlying a portion of Section 2 and Section 3, Township 4 South, Range 14 West in Posey County, Indiana; and

WHEREAS, the Well includes the oil and gas interests of the parties hereto and those parties wish to combine those interests to allow for the production and operation of the Glaze 1-H Well for purposes of production from said Well only.

NOW, THEREFORE, in consideration of the anticipated benefits to be gained as hereinafter provided, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:



1. AGREEMENT AS TO COMBINED INTERESTS

The leasehold estates (the "Affected Leaseholds") and associated mineral estates which lie within the state defined drilling unit associated with the Well shall be operated for the production of oil and gas in all respects as if the Well were covered by a single oil and gas lease executed by all Owners, and operations on the Well shall be considered as for the benefit of all parties thereof; without regard to the division or differences of ownership thereof or therein, and without liability by reason thereof. That any clause in any lease or leases covering any part of the lease which provides, in substance, that if the leased premises were or are owned in severalty, the premises nevertheless should be developed and operated as one lease and that royalty should be apportioned upon an acreage basis shall be inoperative as to the production from the Well. The production from the Well provided herein shall be allocated as herein provided. Notwithstanding the foregoing, nothing herein shall be construed to constitute a cross-conveyance of interests by any party hereto to any other party.

2. UNITIZED INTERESTS

The unitized interests shall not necessarily embrace a geographic area except to the extent necessary for determining the allocation of production and the acreage associated with the state defined drilling unit for the Well. The leasehold estates incorporated herein are more particularly described on EXHIBIT "A" attached hereto. The unitized interests being subject to this Agreement consist of portions of the leasehold estates more particularly described on Exhibit "A" attached and incorporated herein, insofar and only insofar as such leases cover the Well.

This Agreement and the production from the Well shall be limited to the Waltersburg formation.

3. POWERS TO OPERATOR

The Operator shall be authorized to use the Well without liability for damage other than those liabilities under the Unit Operating Agreement (defined below) and damages to growing crops, timber, fences, improvements and structures, for the production of oil and gas, or either of them, and the production of water for use in connection with operations hereunder. The Operator shall have no liability by reason of the possible migration of oil and gas by reason of the exercise of the rights herein granted.

The Operator and Lessees have entered into an operating agreement executed commensurate with the execution of this Agreement. To the extent of any conflict between the terms of this Agreement and the terms of the Unit Operating Agreement, the terms of this Agreement shall control.

4. COSTS AND PARTICIPATION

The Operator agrees that it shall bear all costs of drilling, completing, and producing from the Well until such time as 7,000.00 barrels of oil have been produced, sold, and the proceeds distributed to the Owners of Leasehold 1, the Owners of Leasehold 2, and Lessees of Leasehold 2. Until 7,000 barrels of oil have been produced from the Well, the Lessees of Leasehold 1 shall have their interest treated as a carried working interest and shall neither be responsible for any costs or obligations of any nature whatsoever with respect to the Well, nor shall the Lessees of Leasehold 1 be distributed any revenues until 7,000.00 barrels of oil have been produced, sold and the proceeds distributed as provided in the preceding sentence. Only after such time as 7,000.00 barrels of oil have been produced, sold, and the proceeds distributed to said Owners and Lessees shall the Lessees of Leasehold 1 be responsible for their proportionate share of all costs incurred in production and receive their proportionate share of the oil and gas proceeds. The total amount of oil and gas produced, saved and marketed from the Well shall be allocated herein as follows:

Leasehold 1:	15% of Well Production
Leasehold 2:	85% of Well Production

The portion allocated to each lease shall be considered to be the total production obtained from the Well for all purposes, and each of the undersigned hereby agrees to accept payment for royalty, overriding royalty or working interest, as the case may be, so computed in full satisfaction for all rights to such payments with respect to production from the Well accruing to him under the terms of any lease described on EXHIBIT "A." The portion of proceeds allocated to Leasehold 1 shall be incorporated into the Pocket-Gray Unit, under Unit Agreement dated November 6, 1968, and recorded in Record Book 101, Page 459 in the Office of the Recorder of Posey County, Indiana.

5. EFFECTIVE DATE

The effective date of this Agreement shall be the first date of production from the Well (the "**Effective Date**").

6. TERM; TRANSFER OF TITLE

This Agreement shall become effective and binding as to each Owner executing this agreement as of the Effective Date provided in Paragraph 5, above, whether or not this Agreement shall have been executed by any other party and shall remain in effect so long as oil or gas is produced from the Well or reworking or other operations are prosecuted without cessation for more than 365 consecutive days unless sooner terminated by agreement of Lessees, and this Agreement shall be binding upon the respective heirs, devisees, successors, assigns and legal representatives of each Owner, and shall constitute a covenant running with the lands and leases. Any conveyance of all or any part of any interest owned by any party hereto with respect to the leases or lands covered thereby shall be made expressly subject to this Agreement.

Upon termination of this Agreement, the further development of the Waltersburg formation as a unit shall cease. The relationships among the Owners and Lessees shall thereafter be governed by the terms and provisions of the applicable leases and contracts, not including this Agreement, affecting the lands covered thereby.

Upon termination of this Agreement, the Operator shall file with the applicable office of the State of Indiana and for record in the county in which the land affected is located a certificate stating that this Agreement has terminated and the date of termination.

7. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be considered as an original instrument as if all parties to the aggregate counterparts had signed the same instrument. The undersigned parties further provide that the signature pages of each document may be combined by the Operator to create a single document for recording purposes.

8. WAIVER OF SETBACK REQUIREMENTS

The Lessees and Owners further agree that it is necessary and advisable for proper operation of and to obtain the most efficient production from the Well to waive setback requirements of the State of Indiana with respect to the shared boundary of the lands of Leasehold 1 and Leasehold 2 as to the Well only. Accordingly, the parties hereto agree that no setback requirements shall apply to the shared boundary of the lands of Leasehold 1 and Leasehold 2 as to the Well only. The parties further agree that the Operator may operate and produce the Well as contemplated and shown on the map attached hereto as EXHIBIT "B" without regard to such setback requirements.

The waiver provided in this paragraph is not intended to be a general waiver of setback requirements of the State of Indiana, rather the waiver is limited to the Well only. The setback requirements as to Leasehold 1 and Leasehold 2 shall apply to all current or future wells of said leaseholds, such that each such well shall have a setback from the boundary of the lands between said leaseholds as established by the State of Indiana.

9. DIVISION ORDERS

The parties agree that the production allocated to Leasehold 1 shall be made according to the existing Division Order of CountryMark Refining and Logistics, LLC, for CountryMark Unit No. 41920. The parties agree that the production allocated to Leasehold 2 shall be made according to the existing Division Order of CountryMark Refining and Logistics, LLC, for CountryMark Lease No. 51748. To the extent necessary, the parties hereto hereby modify and amend the existing Division Orders and Transfer Orders covering the leases described on EXHIBIT "A" hereto which are in force at the said effective date, to the extent necessary to provide for the purchase thereunder of the oil and gas as indicated in this paragraph, without the necessity of issuing new Division Orders or Transfer Orders.

10. NO PARTNERSHIP. All duties, obligations and liabilities arising hereunder shall be several and not joint or collective. This Agreement is not intended to and shall not be construed to create an association or trust, or to impose a partnership or fiduciary duty, obligation, or liability.

11. JOINDER IN DUAL CAPACITY. It shall not be necessary for parties identified as both an Owner and a Lessee to execute this Agreement in both capacities in order to commit both classes of interests. Execution hereof by any such party in one capacity shall also constitute execution in the other capacity.

12. DETERMINATIONS. All decisions, determinations, or approvals required or necessary with respect to the Well shall be made pursuant to the procedures of the Unit Operating Agreement.

13. LAWS AND REGULATIONS. This Agreement shall be governed by and subject to the laws of the State of Indiana, and to all other applicable federal, state, and municipal laws, rules, regulations, orders and ordinances. Any change of the unit area or any amendment to this Agreement shall be in accordance with Indiana law.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on the dates set forth opposite the individual name of the undersigned.

[Signature Pages to Follow]

ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

R. R. McGinnis, Jr.

Richard R. McGinnis, Jr.
71 Suffolk Road
Wellesley, MA 02481-1212

May 2, 2015

(Date)

STATE OF MA
COUNTY OF Norfolk } SS.

I, the undersigned, a Notary Public, does hereby certify that Richard R. McGinnis, Jr., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 2nd day of May, 2015.

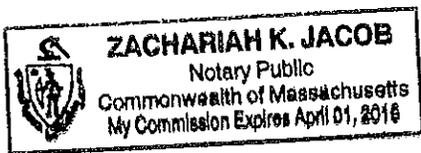
My Commission Expires:

4/1/2016

County of Residence: Wellesley

Zachariah K. Jacob

-- Notary Public



ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

[Signature]
Lucy Anne McGinnis
2303 McInnis Street
Hattiesburg, MS 39402-2726

June 4, 2015
(Date)

STATE OF Mississippi }
COUNTY OF Forrest } SS.

I, the undersigned, a Notary Public, does hereby certify that Lucy Anne McGinnis, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 4 day of June, 2015.

My Commission Expires:
6-24-2016
County of Residence: Forrest

[Signature]
-- Notary Public



ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

Tyler J. Bateman
621 E. 15th Street
Alton, IL 62002-3567

(Date)

STATE OF _____ }
COUNTY OF _____ } SS.

I, the undersigned, a Notary Public, does hereby certify that Tyler J. Bateman, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this ____ day of _____, 2015.

My Commission Expires: _____

County of Residence: _____

-- Notary Public

ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

Meredith B. Godoy
Meredith B. Godoy
1212 Webster Avenue
Wheaton, IL 60187-3813

04/28/15
(Date)

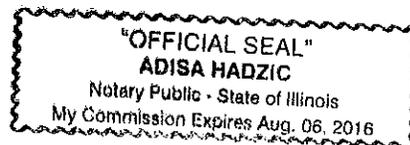
STATE OF Illinois }
COUNTY OF DuPage } SS.

I, the undersigned, a Notary Public, does hereby certify that Meredith B. Godoy, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 28 day of April, 2015.

My Commission Expires:
08.06.2016
County of Residence: DuPage

Adisa Hadzic
-- Notary Public



ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

Dee Gee Williams

Dee Gee Williams
1124 Glenmoor Court
Evansville, IN 47715-5119

4/27/15

(Date)

STATE OF Indiana }
COUNTY OF Vanoterburgh } SS.

I, the undersigned, a Notary Public, does hereby certify that Dee Gee Williams, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 27th day of April, 2015.

My Commission Expires:

4-8-2020

County of Residence: Warrick

Sonya G. Smith
Sonya G. Smith -- Notary Public



ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

Robert E. Emery POA
Edward M. Emery
Robert Eric Emery AIF
2901 Dougherty Ferry Road #400
St. Louis, MO 63122-33686

July 22, 2015
(Date)

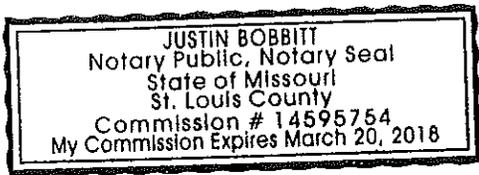
STATE OF Missouri }
COUNTY OF St. Louis } SS.

I, the undersigned, a Notary Public, does hereby certify that Edward M. Emery, Robert Eric Emery AIF, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 22 day of July, 2015.

My Commission Expires:
3-20-15
County of Residence: St. Louis

Justin Bobbitt
Justin Bobbitt -- Notary Public



GENERAL DURABLE POWER OF ATTORNEY
GIVEN BY EDWARD M. EMERY, AS PRINCIPAL

I, EDWARD M. EMERY, as principal (the "Principal"), have this day appointed RICHARD JULIAN EMERY and ROBERT ERIC EMERY to serve as my Co-Agents (hereinafter sometimes collectively referred to as "Agent") to exercise the powers set forth below. If RICHARD JULIAN EMERY, ROBERT ERIC EMERY or any substitute or successor co-agent named hereunder shall be unable, unwilling or unavailable to serve or to continue to serve, then I appoint the following to serve in his or her place as co-agent with the same powers, one at a time, in the order named: JAMES EDWARD EMERY; MARY LUCILLE WATSON. If only one of the aforesaid individuals shall be able, willing and available to serve, then I appoint such individual to serve as sole agent with the same powers. At any time that co-agents are able, willing and available to act hereunder, they shall be required to act by unanimous consent.

I hereby revoke all general durable powers of attorney executed by me prior to the date of execution of this instrument.

I hereby confer upon my Agent general powers to act in a fiduciary capacity on my behalf with respect to all lawful subjects and purposes.

Without restricting or limiting the generality or effect of the foregoing, I hereby confer full power and authority upon my Agent to do all of the following:

ARTICLE I

ASSET POWERS

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, as follows:

(1) Power to Sell. To sell any and every kind of property that I may own now or in the future, real, personal, intangible and/or mixed, including without being limited to contingent and expectant interests, marital rights and any rights of survivorship incident to joint tenancy or tenancy by the entirety, upon such terms and conditions and security as my Agent shall deem appropriate and to grant options with respect to sales thereof;

(2) Power to Buy. To buy every kind of property, real, personal, intangible or mixed, upon such terms and conditions as my Agent shall deem appropriate; to obtain options with respect to such purchases; to arrange for appropriate disposition, use, safekeeping and/or insuring of any such property purchased by my Agent; to buy United States Government bonds redeemable at par in payment of United States estate taxes imposed at my death; to borrow money for the purposes

described herein and to secure such borrowings in such manner as my Agent shall deem appropriate; to use any credit card held in my name to make such purchases and to sign such charge slips as may be necessary to use such credit cards; to repay from any funds belonging to me any money borrowed and to pay for any purchases made or cash advanced using credit cards issued to me;

(3) Power to Invest. To invest and reinvest all or any part of my property in any property or interests (included undivided interests) in property, real, personal, intangible or mixed, wherever located, including without being limited to, commodities contracts of all kinds, securities of all kinds, bonds, debentures, notes (secured or unsecured), stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or my Agent; to establish, utilize and terminate savings and money market accounts with financial institutions of all kinds; to establish, utilize and terminate accounts (including margin accounts) with securities brokers; to establish, utilize and terminate managing agency accounts with corporate fiduciaries; to employ, utilize the services of, compensate and terminate the services of such financial and investment advisors and consultants as my Agent shall deem appropriate;

(4) Power to Manage Real Property. With respect to real property (including but not limited to any real property described on any exhibit attached to this instrument and any real property I may hereafter acquire or receive and my personal residence): to lease, sublease, release; to eject, remove and relieve tenants or other persons from, and recover possession of by all lawful means; to accept real property as a gift or as security for a loan; to collect, sue for, receive and receipt for rents and profits and to conserve, invest or utilize any and all of such rents, profits and receipts for the purposes described in this paragraph; to do any act of management and conservation, to pay, compromise, or to contest tax assessments and to apply for refunds in connection therewith; to hire assistance and labor; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements over; to maintain, protect, repair, preserve, insure, build upon, demolish, alter or improve all or any part thereof; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real property from a lien; to insert on any exhibit to this instrument containing real property descriptions the descriptions of any real property in which I may have or hereafter acquire an interest; to sell and to buy the same or other real property; to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by my Agent;

(5) Power to Manage Personal Property. With respect to personal property: to lease, sublease, and release; to recover possession of by all lawful means; to collect, sue for, receive and receipt for rents and profits therefrom, to maintain, protect, repair, preserve, insure, alter or improve all or any part thereof; to sell and to buy the same or other personal property; to mortgage and/or grant security interests in any personal property or intangibles whether acquired by me or for me by my Agent;

(6) Power to Operate Business. To continue the operation of any business (including a ranch or farm) belonging to me or in which I have a substantial interest, for such time and in such manner as my Agent shall deem appropriate, including but not limited to hiring and discharging my employees, paying my employees salaries and providing for employee benefits, employing legal, accounting, financial and other consultants; continuing, modifying, terminating, renegotiating and extending any contractual arrangements with any person, firm, association or corporation whatsoever made by me or on my behalf; executing business tax returns and other government forms required to be filed by my business, paying all business related expenses, transacting all kinds of business for me in my name and on my behalf, contributing additional capital to the business, changing the name and/or the form of the business, incorporating the business, entering into such partnership agreement with other persons as my Agent shall deem appropriate, joining in any plan of reorganization, consolidation or merger of such business, selling, liquidating or closing out such business at such time and upon such terms as my Agent shall deem appropriate and representing me in establishing the value of any business under "Buy-out" or "Buy-Sell" agreements to which I may be a party; to create, continue, or terminate retirement plans with respect to such business and to make contributions which may be required by such plans; to borrow and pledge business assets; to exercise any right, power, privilege or option I may have or may claim under any contract of partnership whether as a general, special or limited partner; to modify or terminate my interest upon such terms and conditions as my Agent may deem appropriate; to enforce the terms of any such partnership agreement for my protection, whether by action, proceeding or otherwise as my Agent shall deem appropriate; to defend, submit to arbitration, settle or compromise any action or other legal proceeding to which I am a party because of my membership in such partnership;

(7) Power to Exercise Rights in Securities. To exercise all rights with respect to corporate securities which I now own or may hereafter acquire, including the right to sell, grant security interests in and to buy the same or different securities; to establish, utilize and terminate brokerage accounts (including margin accounts); to vote at all meetings of security holders, regular or special; to make such payments as my Agent deems necessary, appropriate, incidental or convenient to the owning and holding of such securities; to receive, retain, expend for my benefit, invest and reinvest or make such disposition of as my Agent shall deem appropriate all additional securities, cash or property (including the proceeds from the sales of my securities) to which I may be or become entitled by reason of my ownership of any securities; to vote at all meetings of security holders, regular or special; to lend money to any corporation in which I hold any shares and to guarantee or endorse loans made to such corporation by third parties;

(8) Power to Demand and Receive. To demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of as my Agent deems appropriate, all cash, rights to the payment of cash, property (real, personal, intangible and/or mixed), rights and/or benefits to which I am now or may in the future become entitled, regardless of the identity of the individual or public or private entity involved (and for purposes of receiving social security benefits, my Agent is herewith appointed my "Representative Payee"); to utilize all lawful means and methods for such purposes; to make such compromises, release, settlements and discharges with respect thereto as my Agent shall deem appropriate;

(9) Power with Respect to Employment Benefits. To create and contribute to an IRA or employee benefit plan (including a plan for a self-employed individual) for my benefit; to select any payment option under any IRA or employee benefit plan in which I am a participant (including plans for self-employed individuals), or to change options I have selected; to make and change beneficiary designations; to make voluntary contributions to such plans; to make "roll-overs" of plan benefits into other retirement plans; to borrow money and purchase assets therefrom and sell assets thereto, if authorized by any such plan;

(10) Power with Respect to Bank Accounts. To establish accounts of all kinds, including checking and savings, for me with financial institutions of any kind, including but not limited to banks and thrift institutions, to modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am an authorized signatory (except accounts held by me in a fiduciary capacity), whether or not any such account was established by me or for me by my Agent, to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; to contract for any services rendered by any bank or financial institution;

(11) Power with Respect to Safe-Deposit Boxes. To contract with any institution for the maintenance of a safe-deposit box in my name; to have access to all safe-deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe-deposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safe-deposit box and to terminate any and all contracts for such boxes;

(12) Power with Respect to Legal and Other Actions. To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way, including but not limited to claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that the loss resulting therefrom will or may fall on me and otherwise engage in litigation involving me, my property or any interest of mine, including any property or interest or person for which or whom I have or may have any responsibility;

(13) Power to Borrow Money (Including Insurance Policy Loans). To borrow money for my account upon such terms and conditions as my Agent shall deem appropriate and to secure such borrowing by the granting of security interests in any property or interest in property which I may now or hereafter own; to borrow money upon any life insurance policies owned by me upon my life for any purpose and to grant a security interest in such policy to secure any such loans; and no insurance company shall be under any obligation whatsoever to determine the need for such loan or the application of the proceeds by my Agent;

(14) Power to Create, Fund, Amend and Terminate Trusts Solely for the Benefit of the Principal. To execute a revocable trust agreement with such trustee or trustees as my Agent shall select which trust shall provide that all income and principal shall be paid to me, to some person for my benefit or applied for my benefit in such amounts as I or my Agent shall request or as the trustee

or trustees shall determine, and that on my death any remaining income and principal shall be paid to those persons or organizations, and in such proportions, in trust or otherwise, who or which shall be designated to receive the residue of my estate under my last will and testament, and such dispositive provisions of my last will and testament shall be incorporated into such revocable trust agreement, and that the trust may be revoked or amended by me or my Agent at any time and from time to time; provided, however, that any amendment by my Agent must be such that by law or under the provisions of this instrument such amendment could have been included in the original trust agreement; to deliver and convey any or all of my assets to the trust agreement; to deliver and convey any or all of my assets to the trustee or trustees thereof, to add any or all of my assets to such a trust already in existence at the time of the creation of this instrument or created by me at any time thereafter; the trustee may be my Agent as sole trustee or as one of several trustees;

(15) Power to Fund Trusts Created by the Principal. To transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any or all of my cash, property or interests in property, including any rights to receive income from any source; and for this purpose to enter and remove from any safe-deposit box of mine (whether the box is registered in my name alone or jointly with one or more other persons) any of my cash or property and to execute such instruments, documents and papers to effect the transfers described herein as may be necessary, appropriate, incidental or convenient;

(16) Power to Withdraw Funds from Trusts. To withdraw and/or receive the income or corpus of any trust over which I may have a right of receipt or withdrawal; to request and receive the income or corpus of any trust with respect to which the trustee thereof has the discretionary power to make distributions to or on behalf, and to execute and deliver to such trustee or trustees a receipt and release or similar document for the income or corpus so received;

(17) Power to Renounce and Resign from Fiduciary Positions. To renounce any fiduciary position to which I have been or may be appointed or elected, including but not limited to personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation; and any governmental or political office or position to which I have been or may be elected or appointed; to resign any such positions in which capacity I am presently serving; to file an accounting with a court of competent jurisdiction or settle on a receipt and release or such other informal method as my Agent shall deem appropriate;

(18) Power to Disclaim, Renounce, Release, or Abandon Property Interests. To renounce and disclaim any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession; to release or abandon any property or interest in property or powers which I may now or hereafter own, including any interests in or rights over trusts (including the right to alter, amend, revoke or terminate) and to exercise any right to claim an elective share in any estate or under any will, and in exercising such discretion, my Agent may take into account such matters as shall include but shall not be limited to any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property;

(19) Power with Respect to Insurance. To insure my life or the life of anyone in whom I have an insurable interest; to continue life insurance policies now or hereafter owned by me on either my life or the lives of others; to pay all insurance premiums; to select any options under such policies; to increase coverage under any such policy; to borrow against any such policy; to pursue all insurance claims on my behalf; to purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support; to carry insurance of such kind and in such amounts as my Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability; to pay the premiums therefor; to pursue claims thereunder; to decrease coverage under or cancel any of the policies described herein, to receive and make such disposition of the cash value upon termination of any such policy as my Agent shall deem appropriate;

(20) Power with Respect to Taxes. To represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, including but not limited to consents and agreements under Section 2032A of the Internal Revenue Code or any successor section thereto and consents to split gifts, closing agreements and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate, post bonds, receive confidential information and context deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods before all officers of the Internal Revenue Service and state and local authorities; to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have any interest or responsibility;

(21) Power to Make Gifts. To make gifts, grants or other transfers without consideration either outright or in trust, (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such person or organizations as my Agent shall select; to make payments for the college and post-graduate tuition and medical care of my spouse and dependents; to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code, as may be amended, and any successor sections thereto and/or similar provisions of any state or local gift tax laws; to pay any gift tax that may arise by reason of such gift; provided, however, that if a gift is made to a descendant of mine by my Agent, then my Agent shall make a gift of substantially equal value to all other descendants of mine in the same generation; provided, however, that my Agent shall not make any gifts constituting a future interest within the meaning of Section 2503(b) of the Internal Revenue Code, as may be amended, and shall not make gifts in excess of the annual exclusion amount provided for in Section 2503(b) of the Internal Revenue Code, as may be amended, in any calendar year to any one person unless my spouse has agreed to consent to "gift splitting" under Section 2513 of the Internal Revenue Code and in that event shall not exceed double such annual exclusion amount in any calendar year; provided, however, that my Agent may not make gifts to my Agent in any one calendar year in excess of the greater of (i) Five Thousand Dollars

(\$5,000.00) (or such other amount as may be provided for in Internal Revenue Code Section 2041(b)(2), or any successor section thereto) or Five Percent (5%) (or such other percentage as may be provided for in Section 2041(b)(2) of Internal Revenue Code, or any successor section thereto), of the value of all assets owned by me or by any revocable trust established by me as of the last day of said calendar year;

(22) Power to Provide Support to Others. To support and/or continue to support any person whom I have undertaken to support or to whom I may owe an obligation of support, in the same manner and in accordance with the same standard of living as I may have provided in the past, (adjusted if necessary by circumstances and inflation), including but not limited to the payment of real property taxes, payments on loans secured by my residence, maintenance of my residence, food, clothing and shelter, medical, dental and psychiatric care, normal vacations and travel expenses and education, (including education at vocational and trade schools, training in music, stage, arts and sports, special training provided at institutions for the mentally or physically handicapped, undergraduate and graduate study in any field at public or private universities, colleges or other institutions of higher learning) and in providing for such education to pay for tuition, books and incidental charges made by the educational institutions, travel costs to and from such institutions, room and board, and a reasonable amount of spending money; provided, however, that if at any time that my Agent shall act under this form I have been legally separated or divorced from my spouse, any support provided to such spouse by my Agent shall be limited to such support as may be required by law;

(23) Power to Make Loans. To lend money and property at such interest rate, if any, and upon such terms and conditions, and with such security, if any, as my Agent may deem appropriate; to renew, extend, and modify any such loans or loans that I may have previously made; to guarantee the obligations of any such person; to consent to the renewal, extension and modification of such obligations; provided, however, that my Agent shall not lend my money or property to my Agent, but this provision shall not apply to prior loans made by me to my Agent;

ARTICLE II

CARE AND CONTROL OF THE PERSON

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

(1) Power to Provide for Principal's Support. To do all acts necessary for maintaining my customary standard of living, to provide living quarters by purchase, lease or other arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortizations payments, repairs and taxes, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment; and if in the judgment of my Agent I will never be able to return to my living quarters from a hospital, hospice, nursing home, convalescent home or similar establishment, to lease, sublease or assign my interest as lessee in any lease or protect or sell or

otherwise dispose of my living quarters (investing the proceeds of any such sale as my Agent deems appropriate) for such price and upon such terms, conditions and security, if any, as my Agent shall deem appropriate; and to store and safeguard or sell for such price and upon such terms, conditions and security, if any, as my Agent shall deem appropriate or otherwise dispose of any items of tangible personal property remaining in my living quarters which my Agent believes I will never need again (and pay all costs thereof); and as an alternative to such storage and safeguarding, to transfer custody and possession (but not title) for such storage and safekeeping of any such tangible personal property of mine to the person, if any, named in my will or revocable trust as the recipient of such property;

(2) Power to Provide for Recreation and Travel. To provide opportunities for me to engage in recreational and sports activities, including travel, as my health permits;

(3) Power to Provide for Spiritual or Religious Needs. To provide for the presence and involvement of religious clergy or spiritual leaders in my care, provide them access to me at all times, maintain my memberships in religious or spiritual organizations or arrange for membership in such groups, and enhance my opportunities to derive comfort and spiritual satisfaction from such activities, including religious books, tapes and other materials;

(4) Power to Provide for Companionship. To provide for such companionship for me as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself;

(5) Power to Make Advance Funeral Arrangements. To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate;

(6) Power to Make Anatomical Gifts. To make anatomical gifts which will take effect at my death to such persons and organizations as my Agent shall deem appropriate and to execute such papers and do such acts and things as shall be necessary, appropriate, incidental or convenient in connection with such gifts;

(7) Power to Nominate Conservator or Guardian. To nominate and/or petition for the appointment of my Agent or any person my Agent deems appropriate as primary, successor or alternate guardian, guardian ad litem or conservator or to any fiduciary office (all of such offices of guardian, et al. being hereinafter referred to as "Personal Representative") representing me or any interest of mine or any person for whom I may have a right or duty to nominate or petition for such appointment; to grant to any such Personal Representative all of the powers under applicable law that I am permitted to grant; to waive any bond requirement for such Personal Representative that I am permitted by law to waive;

ARTICLE III

INCIDENTAL POWERS

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient of such exercise or exercises, including without limitation the following:

(1) Resort to Courts. To seek on my behalf and at my expense: (a) a declaratory judgment from any court of competent jurisdiction interpreting the validity of any or all acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument; (b) a mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation or other entity obligated to comply with instructions given by me; (c) actual and punitive damages against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions;

(2) Hire and Fire. To employ, compensate and discharge such domestic, medical and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants and employees as my Agent deems appropriate;

(3) Sign Documents, Etc. To execute, endorse, seal, acknowledge, deliver and file or record agreements, instruments, conveyances of real and personal property, instruments granting and perfecting security instruments and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions and certificates;

(4) Borrow, Spend, Liquidate, Secure. To expend my funds and to liquidate my property or to borrow money in order to produce such funds and to secure any such borrowings with security interests in any property, real, personal, or intangible that I may now or hereafter own;

(5) Supplement this Instrument. To supplement this instrument by adding or modifying the descriptions of any property, real or personal, which I may now or hereafter own, in whole or in part;

(6) Power to Do Miscellaneous Acts. To open, read, respond to and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds, to take and give or deny custody of all of my important documents, including but not limited to my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities and to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, any interest of mine or to any person for whom I am responsible; to house or provide for housing, support and maintenance of any animals or other living creatures that I may own and to contract for and pay the expenses of their proper veterinary care and treatment; and if the

care and maintenance of such animals or other living creatures shall become unreasonably expensive or burdensome in my Agent's opinion, to irrevocably transfer such animals to some person or persons willing to care for and maintain them;

ARTICLE IV

THIRD PARTY RELIANCE

For the purpose of inducing all persons, organizations, corporations and entities including but not limited to any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or party to act in accordance with the instructions of my Agent given in this instrument, I hereby represent, warrant and agree that:

(1) Third Party Liability for Revocation and Amendments. If this instrument is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold any person, organization, corporation or entity (hereinafter referred to in the aggregate as "Person") harmless from any loss suffered, or liability incurred by such Person in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt of such Person of actual notice of any such revocation or amendment;

(2) Agent Has Power to Act Alone. The powers conferred on my Agent by this instrument may be exercised by my Agent alone and my Agent's signature or act under the authority granted in this instrument may be accepted by Persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf. Consequently, all acts lawfully done by my Agent hereunder are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me and my heirs, assigns and personal representatives;

(3) No Liability To Third Parties for Reliance on Agent. No Person who acts in reliance upon any representations my Agent may make as to (a) the fact that my Agent's powers are then in effect, (b) the scope of my Agent's authority granted under this instrument, (c) my competency at the time this instrument is executed, (d) the fact that this instrument has not been revoked, or (e) the fact that my Agent continues to serve as my Agent shall incur any liability to me, my estate, my heirs or assigns for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property;

(4) Authorization to Release Information to Agent. All Persons from whom my Agent may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs and assigns for complying with my Agent's requests;

(5) Authorization to Release Medical Information. I hereby authorize all physicians and psychiatrists who have treated me, and all other providers of health care, including hospitals, to

release to my Agent all information or photocopies of any records which my Agent may request. If I am incompetent at the time my Agent shall request such information, all Persons are authorized to treat any such request for information by my Agent as the request of my legal representative and to honor such requests on that basis. I hereby waive all privileges which may be applicable to such information and records and to any communication pertaining to me and made in the course of any confidential relationship recognized by law. My Agent may also disclose such information to such persons as my Agent shall deem appropriate;

ARTICLE V

RESTRICTIONS ON POWERS

Notwithstanding any provision herein to the contrary, my Agent:

(1) Prohibition on Power Over Life Insurance on Agent's Life. Shall have no power or authority whatsoever with respect to any interest I may own in any policy of insurance on the life of my Agent;

(2) Prohibition on Power Over Prior Transfers. Shall have no power or authority whatsoever with respect to (a) any irrevocable trust created by my Agent as to which I am a trustee or a beneficiary or (b) any asset given to me by my Agent;

(3) Prohibition on Power to Benefit Agent. Shall be prohibited (except as specifically authorized in this instrument) from (a) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (b) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such assets to pass in any one calendar year directly or indirectly to my Agent or his or her estate, (c) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others (excluding those whom I am equally with my Agent legally obligated to support);

ARTICLE VI

DURABILITY PROVISION

THIS IS A DURABLE POWER OF ATTORNEY AND THE AUTHORITY OF MY ATTORNEY IN FACT SHALL NOT TERMINATE OR BE VOID OR VOIDABLE IF I AM OR BECOME DISABLED OR INCAPACITATED OR IN THE EVENT OF LATER UNCERTAINTY AS TO WHETHER I AM DEAD OR ALIVE.

ARTICLE VII

ADMINISTRATIVE PROVISIONS

The following provisions shall apply:

- (1) Compensation/Reimbursement of Agent. My Agent shall be entitled to receive reasonable compensation for his or her services as such and to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument;
- (2) Nomination of Named Individual as Conservator and Guardian for Principal. To the extent that I am permitted by law to do so, I herewith nominate, constitute and appoint my Agent to serve as my guardian, conservator and/or in any similar representative capacity, and if I am not permitted by law to so nominate, constitute and appoint, then I request in the strongest possible terms that any court of competent jurisdiction which may receive and be asked to act upon a petition by any person to appoint a guardian, conservator or similar representative for me give the greatest possible weight to this request;
- (3) Request That No Guardian or Conservator Be Appointed. By executing this instrument upon the advice of legal counsel, I have carefully and deliberately created the means and manner by which I desire that my person and property be cared for, managed and protected in the event I shall become unable to execute such responsibilities myself. Accordingly, it is my intention and my desire that I herewith express in the strongest possible terms, that no guardian or conservator be appointed for me so long as there is an Agent named in this instrument who is willing and able to act and serve under this instrument. I request that any court of competent jurisdiction that receives and is asked to act upon a petition for the appointment of a guardian or conservator for me give the greatest possible weight to my intention and desires as expressed herein;
- (4) Waiver of Certain Fiduciary Responsibilities. My Agent and my Agent's heirs, successors and assigns are hereby released and forever discharged from any and all liability upon any claim or demand of any nature whatsoever by me or my heirs and assigns arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence. My Agent shall have no responsibility to make my property productive of income, to increase the value of my estate or to diversify my investments. My Agent shall have no liability for entering into transactions authorized by this instrument with my Agent in my Agent's individual capacity so long as my Agent believes in good faith that such transactions are in my best interests or the best interests of my estate and those persons interested in my estate;
- (5) No Duty to Monitor Health. My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental competence to determine if any actions need be taken under this instrument;
- (6) Severability. If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity

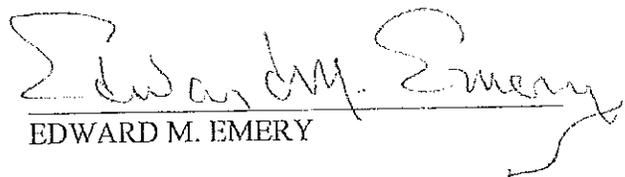
only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument;

(7) Governing Law and Applicability to Foreign Jurisdictions. This instrument shall be governed by the laws of the state of Missouri in all respects, including its validity, construction, interpretation and termination, and to the extent permitted by law shall be applicable to all property of mine, real, personal, intangible or mixed, wherever and in whatever state of the United States or foreign country the situs of such property is at any time located and whether such property is now owned by me or hereafter acquired by me or for me by my Agent;

(8) Definitions. Whenever the word: (a) "Agent" or any modifying or equivalent word or substituted pronoun therefor is used in this instrument, such word or words shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof; (b) "guardian" or "conservator" or any modifying or equivalent word or substituted pronoun is used in this instrument, such word or words shall be held and taken to mean respectively the fiduciary (appointed by a court of competent jurisdiction or by other lawful means) responsible for the person and/or the property of an individual;

(9) Revocation, Removal, Amendment and Resignation. This instrument may be amended or revoked by me, and my Agent and any alternate agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent and to all alternate agents. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My Agent and any alternate agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or in the case of an alternate agent, by delivery to my Agent.

IN WITNESS WHEREOF, I have executed this GENERAL DURABLE POWER OF ATTORNEY this 21st day of May, 2010.


EDWARD M. EMERY

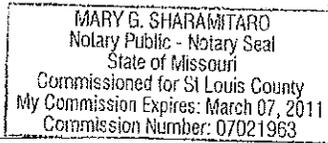
STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 21st day of May, 2010, before me, a Notary Public in and for said state, personally appeared EDWARD M. EMERY, known to me to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Mary G. Sharamitaro

Notary Public



My term expires: _____

ACKNOWLEDGMENT

The undersigned acknowledge and accept appointment as Co-Agents under this instrument.

Richard Julian Emery

RICHARD JULIAN EMERY

Robert Eric Emery

ROBERT ERIC EMERY

ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

Bruce A. Julian

Bruce A. Julian
1280 Parliament Lane
Vestavia, AL 35216-2718

6/24/2015

(Date)

STATE OF Alabama }
COUNTY OF Jefferson } SS.

I, the undersigned, a Notary Public, does hereby certify that Bruce A. Julian, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 24 day of June, 2015.

My Commission Expires:

4-22-18

County of Residence: Jefferson

Pamela J. Andrews
Pamela J. Andrews Notary Public

ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

Anne J. Rauf
Anne J. Rauf
3425 Floral Run Court
Cincinnati, OH 45239-5109

7-13-2015
(Date)

STATE OF OHIO }
COUNTY OF HAMILTON } SS.

I, the undersigned, a Notary Public, does hereby certify that Anne J. Rauf, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 13 day of July, 2015.

My Commission Expires:
03-17-2019
County of Residence: Hamilton

Donna F. Holloway
Donna F. Holloway - Notary Public



ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

Christopher Mumford
Christopher Mumford
P.O. Box 451
Plymouth, NH 03264-0451

4-21-2015
(Date)

STATE OF New Hampshire }
COUNTY OF Srafton } SS.

I, the undersigned, a Notary Public, does hereby certify that Christopher Mumford, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 21st day of April, 2015.

My Commission Expires:
2/28/2019
County of Residence: Merimaack

Glen J. Feener
-- Notary Public



ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

[Handwritten signature] *[Handwritten signature]*

Richardson S. Mumford
P.O. Box 822
Hyannis Port, MA 02647-0822

6/4/2015
(Date)

STATE OF Ohio }
COUNTY OF Columbiana } SS.

I, the undersigned, a Notary Public, does hereby certify that Richardson S. Mumford, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 4th day of June, 2015.

My Commission Expires:

10/29/2019
County of Residence: Columbiana

[Handwritten signature]
-- Notary Public



Sarah K. Manning, Notary Public
STATE OF OHIO
My Commission expires
10-29-2019

ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

Thomas F. Mumford, Jr.

Thomas F. Mumford, Jr.
3647 Sunset Beach Dr. NW
Olympia, WA 98502-3537

5/6/2015

(Date)

STATE OF Washington }
COUNTY OF San Juan } SS.

I, the undersigned, a Notary Public, does hereby certify that Thomas F. Mumford, Jr., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 6th day of May, 2015.

My Commission Expires:

1-2-16

County of Residence: San Juan

Temple
-- Notary Public



ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

William Michael Mumford
William Michael Mumford
P.O. Box 233
Griffin, IN 47616-0233

4-20-15
(Date)

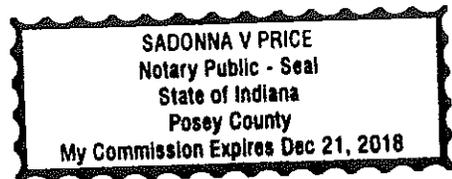
STATE OF Indiana }
COUNTY OF Posey } SS.

I, the undersigned, a Notary Public, does hereby certify that William Michael Mumford, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 20 day of April, 2015.

My Commission Expires:
12/21/2018
County of Residence: Posey

Sadonna V. Price
Sadonna V. Price -- Notary Public



ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

Elizabeth Mumford
Elizabeth Mumford
P.O. Box 174
Hyannis Port, MA 02647-0174

April 20-2015
(Date)

STATE OF Massachusetts }
COUNTY OF Barnstable } SS.

I, the undersigned, a Notary Public, does hereby certify that Elizabeth Mumford, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 20th day of April, 2015.

My Commission Expires: 9/10/21
County of Residence: Barnstable

Susan E. Clark
-- Notary Public



ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

Mary L. Emery
Mary L. Emery
12862 Whitehorse Lane
St. Louis, MO 693131-2239

June 23, 2015
(Date)

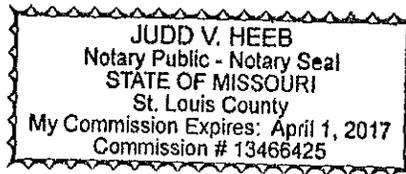
STATE OF Missouri }
COUNTY OF Saint Louis } SS.

I, the undersigned, a Notary Public, does hereby certify that Mary L. Emery, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 23 day of June, 2015.

My Commission Expires:
April 1, 2017
County of Residence: Saint Louis

Judd V. Heeb
-- Notary Public



ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

James E. Emery
James E. Emery
483 Bylo Acres
Sullivan, MO 63080-3155

7-1-15
(Date)

STATE OF Missouri }
COUNTY OF Franklin } SS.

I, the undersigned, a Notary Public, does hereby certify that James E. Emery, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 7th day of July, 2015.

My Commission Expires:
8/5/2018
County of Residence: Franklin

Connie L Richardson
Connie L Richardson - Notary Public



ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

Robert E. Emery

Robert E. Emery
578 Eagle Manor Lane
Chesterfield, MO 63017-2690

July 22, 2015
(Date)

STATE OF Missouri }
COUNTY OF St. Louis } SS.

I, the undersigned, a Notary Public, does hereby certify that Robert E. Emery, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 22 day of July, 2015.

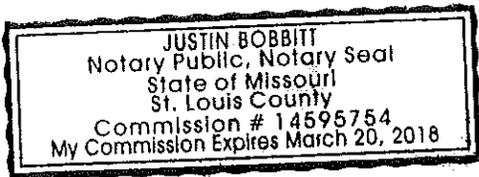
My Commission Expires:

3-20-2018

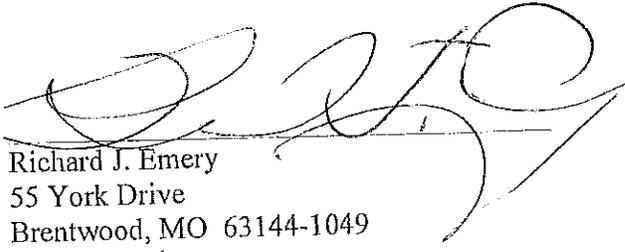
County of Residence: St. Louis

Justin Bobbitt

Justin Bobbitt -- Notary Public



ROYALTY INTEREST/OVERRIDING ROYALTY OWNER


Richard J. Emery
55 York Drive
Brentwood, MO 63144-1049

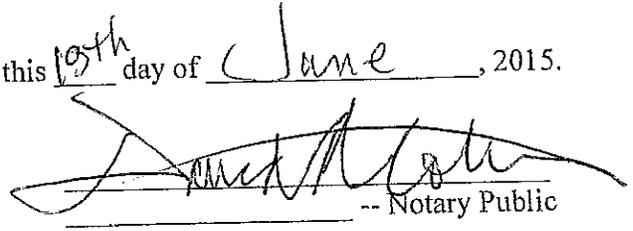
6/19/15
(Date)

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } SS.

I, the undersigned, a Notary Public, does hereby certify that Richard J. Emery, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 19th day of June, 2015.

My Commission Expires:
04/23/17
County of Residence: St. Louis


-- Notary Public



DAVID A. COLLINS
My Commission Expires
April 23, 2017
St. Louis County
Commission #13408306

ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

G. M. McNett

(Signature)

5/27/15

(Date)

Name: Rarick Marital Trust I
c/o G. McNett ~~8860~~
Address: ~~8860 Ladue Rd., Ste. 220~~ 2258 Schuetz Rd, Suite 122
~~St. Louis, MO 63124-2068~~ St. Louis, Missouri 63146

Authorized

Person:

Title:

TRUSTEE

STATE OF Missouri)
) SS:
COUNTY OF St. Louis)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named G. M. McNett, known to me to be the Trustee of Rarick Marital Trust I, who acknowledged the execution of the foregoing Agreement as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

WITNESS, my hand and Notarial Seal, this 27 day of MAY, 2014, 15

My Commission Expires:

2/5/2019

County of Residence: St. Louis

Mark L Greenwood
-- Notary Public

MARK L. GREENWOOD
Notary Public Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires February 05, 2019
Commission Number: 15391173

ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

Darry R. Cain

Darry R. Cain
2114 Old Cabin Road
Owensboro, KY 42301-4522

4-28-15

(Date)

STATE OF Kentucky }
COUNTY OF Daviess } SS.

I, the undersigned, a Notary Public, does hereby certify that Darry R. Cain, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 28th day of April, 2015.

My Commission Expires:

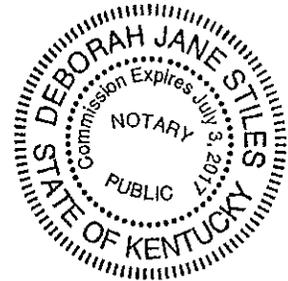
7-03-2017

County of Residence:

Daviess

Deborah J. Stiles

-- Notary Public



ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

David A. Bates
David A. Bates
6729 Bostwick Road
Shreveport, LA 71107-8942

4-22-15
(Date)

STATE OF Louisiana }
COUNTY OF Cade } SS.

I, the undersigned, a Notary Public, does hereby certify that David A. Bates, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 22nd day of April, 2015.

My Commission Expires:
for life
County of Residence: Cade

Tammy T. Smith
Tammy T. Smith -- Notary Public

TAMMY T. SMITH, NOTARY PUBLIC
Notary ID # 20798
Bosler Parish, Louisiana
My Commission is for Life

ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

Glenda A. Cole

Glenda A. Cole
282 S. 8th Street, Apt. 214
Dubois, PA 15801-2852

April 30 2015

(Date)

STATE OF Pennsylvania }
COUNTY OF Clearfield } SS.

I, the undersigned, a Notary Public, does hereby certify that Glenda A. Cole, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 30th day of April, 2015.

My Commission Expires:
July 17, 2015
County of Residence: Clearfield

Caroline M. Sanko
Caroline M. Sanko -- Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Caroline M. Sanko, Notary Public
Sandy Twp., Clearfield County
My Commission Expires July 17, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

Claudia J. Coffey
Claudia J. Coffey
2806 Sebolt Road Fl 2
South Park, PA 15129-9567
2516 E. 18th STREET
CHEYENNE, WY 82001
cjc

05-08-2015
(Date)

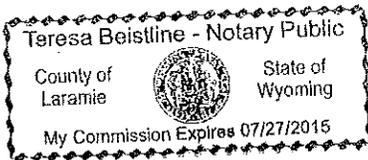
STATE OF Wyoming }
COUNTY OF Laramie } SS.

I, the undersigned, a Notary Public, does hereby certify that Claudia J. Coffey, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 8 day of May, 2015.

My Commission Expires: 7/27/2015
County of Residence: Laramie

Teresa Beistline
-- Notary Public



ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

Linda S. Kahn

Linda S. Kahn
Trustee of the Linda S. Kahn Trust Dtd 7/15/98
10 Maryview Lane
Saint Louis, MO 63124-1247

4.22.2015

(Date)

STATE OF Missouri }
COUNTY OF St. Louis City } SS.

I, the undersigned, a Notary Public, does hereby certify that Linda S. Kahn, Trustee of the Linda S. Kahn Trust Dtd. 7/15/98, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

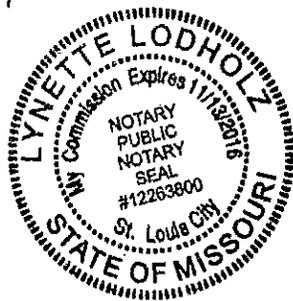
WITNESS, my hand and Notarial Seal, this 22 day of April, 2015.

My Commission Expires:

11/13/2016

County of Residence: St. Louis City

Lynette Lodholz
Lynette Lodholz -- Notary Public



ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

Vinod C. Gupta
17962 Foxborough Lane
Boca Raton, FL 33496-1321

(Date)

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned, a Notary Public, does hereby certify that Vinod C. Gupta, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this ____ day of _____, 2015.

My Commission Expires:

County of Residence: _____

-- Notary Public

ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

David C. Dodson
c/o Fifth Third Bank - Jamie Wicks
P.O. Box 719
Evansville, IN 47705-0719

(Date)

STATE OF _____ }
COUNTY OF _____ } SS.

I, the undersigned, a Notary Public, does hereby certify that Jamie Wicks, Fifth Third Bank, on behalf of David C. Dodson, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this ____ day of _____, 2015.

My Commission Expires:

County of Residence: _____

-- Notary Public

ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

THOMAS BOLDT TRUSTEE

W. Alfred Hayes, Jr. Rev. Grantor Trust

~~74~~ Lake Forest 1219 SOUTH VAN DEVENTER AVENUE
St. Louis, MO ~~63117~~ 63110

June 1, 2015
(Date)

STATE OF Missouri }
COUNTY OF St Louis } SS.

I, the undersigned, a Notary Public, does hereby certify that W. Alfred Hayes, Jr., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 1 day of June, 2015.

My Commission Expires:

5-6-19

County of Residence: St Louis

John Boldt
-- Notary Public
John Boldt



ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

Exa Kay Lindsey by Keith Huston POA
Exa Kay Lindsey
157 Dora Drive
Middletown, CT 06457-4173

4-27-15
(Date)

STATE OF Connecticut }
COUNTY OF Middlesex } SS.

I, the undersigned, a Notary Public, does hereby certify that Exa Kay Lindsey, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 27 day of April, 2015.

My Commission Expires:
July 31, 2016
County of Residence: Middlesex

Melinda M. Polson
MELINDA M. POLSON -- Notary Public

I, **Exa Kay Lindsey**, a resident of Posey County, State of Indiana, do hereby designate my sister **Elaine L. Ryan** of 15 Ash Court, Middletown, CT 06457 and my nephew, **Kevin M. Huston** of 157 Dora Drive, Middletown, CT 06457, to act individually or jointly, as my true and lawful Attorneys in Fact or Agents. My Attorneys in Fact shall have the following powers:

To make, draw and endorse promissory notes, checks or bills of exchange and to waive demand, presentment, protest, notice of protest, and notice of non-payment of all such instruments;

To make and execute any and all contracts.

To purchase, sell, dispose of, assign and pledge notes, stocks, bonds and securities and to exercise such voting rights as my ownership of any notes, stocks, bonds and securities may entitle me, either in person or by proxy.

To represent me in all matters pertaining to the business of any corporation in which I may have any interest;

To receive and to demand all sums of money, debts, dues, accounts, bequests, interest, dividends, and demands whatsoever which are now or shall hereafter become due or payable to me and to compromise or discharge the same;

To bargain for, contract concerning, buy, sell, mortgage and in any and every way and manner deal with personal property of any kind or nature;

To execute instruments to effect the transfer of title to any motor vehicle owned by me;

To purchase, sell, mortgage, convey and lease any interest in real estate, wherever located, of which I may be owner now or hereafter and I hereby ratify and confirm all that my said Attorneys In Fact or Agent shall do by virtue hereof;

I specifically give my Attorneys in Fact the Health Care powers pursuant to Indiana Code 30-5-5-16, to act as my Health Care Representative;

I hereby reserve the right of revocation; however, this Power of Attorney shall continue in full force and effect until I have executed and recorded in the Recorder's

...shall state that the power of attorney shall not be affected by my incompetence.

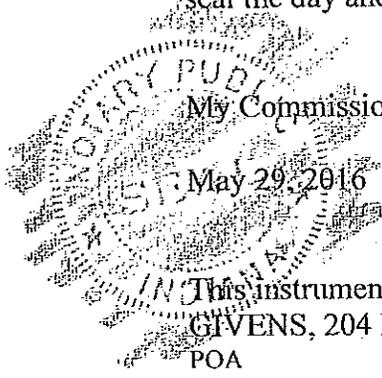
IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 17th day of August, 2010.

Exa Kay Lindsey
Exa Kay Lindsey

STATE OF INDIANA)
) SS:
COUNTY OF POSEY)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on the _____ day of August, 2010, personally appeared **Exa Kay Lindsey**, to me known to be the identical person who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



My Commission Expires:

May 29, 2016

David O. Givens
David O. Givens, Notary Public
a resident of Posey County, IN

This instrument was prepared by : David O. Givens (IN BAR #7151-65) ALLYN & GIVENS, 204 Main Street, Mt. Vernon, Indiana 47620, Telephone: (812) 838-4476
POA

ROYALTY INTEREST/OVERRIDING ROYALTY OWNER


Kevin M. Huston
157 Dora Drive
Middleton, CT 06457-4173

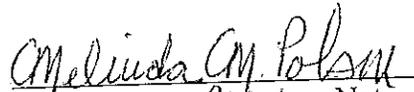
4-27-15
(Date)

STATE OF Connecticut }
COUNTY OF Middlesex } SS.

I, the undersigned, a Notary Public, does hereby certify that Kevin M. Huston, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 27 day of April, 2015.

My Commission Expires:
July 31, 2016
County of Residence: Middlesex


MELINDA M. POLSON -- Notary Public

ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

THOMAS BOLDT TRUSTEE

W A Hayes, Jr.
4 Bellerive Court
St. Charles, MO 63303-4006

4/23/15
(Date)

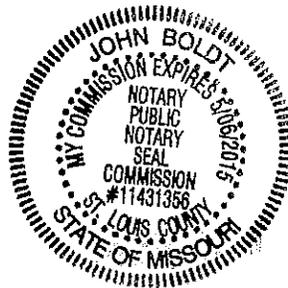
STATE OF MISSOURI }
COUNTY OF ST LOUIS } ss.

I, the undersigned, a Notary Public, does hereby certify that W A. Hayes, Jr., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 23 day of April, 2015.

My Commission Expires:
5-6-15
County of Residence: St Louis

John Boldt
Notary Public



ROYALTY INTEREST/OVERRIDING ROYALTY OWNER

Patricia Rarick McNett

Patricia Rarick McNett
2258 Schuetz Road, Suite 122
St. Louis, MO 63146-3424

5/27/15
(Date)

STATE OF Missouri }
COUNTY OF St. Louis } SS.

I, the undersigned, a Notary Public, does hereby certify that Patricia Rarick McNett, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth

WITNESS, my hand and Notarial Seal, this 27 day of May, 2015.

My Commission Expires:

2/5/2019
County of Residence: MO-ST. LOUIS COUNTY

Mark L. Greenwood
-- Notary Public

MARK L. GREENWOOD
Notary Public Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires February 05, 2019
Commission Number: 1539117

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

William C. Illingworth

RETURN DOCUMENT TO/
THIS DOCUMENT PREPARED IN PART BY:

William C. Illingworth
BASIN LAW GROUP LLP
508 Main Street, Suite A
Evansville, Indiana 47708
Telephone: (812) 421-1800
Email: willingworth@basinlawgroup.com

SCHEDULE 1

Operator:

Campbell Energy, LLC

Lessees:

Campbell Energy, LLC

APX Drilling Partners 2013-B, LP

Rex Energy I, LLC

Owners:

Rex Energy I, LLC

Richard R. McGinnis, Jr.

Lucy Anne McGinnis

Kirby Minerals

Glaze Properties Limited Partnership

Tyler J. Bateman

Meredith B. Godoy

Dee Gee Williams

Edward M. Emery

CTC Minerals, Inc.

Bruce A. Julian

Anne J. Rauf

Farmers Bank & Trust Co., Account of Bishop
Mumford

Christopher Mumford

Richardson S. Mumford

Thomas F. Mumford, Jr.

W. Alfred Hayes, Jr. Rev. Grantor Trust

Exa Kay Lindsey

Patricia Rarick McNett

Recol Inc.

William Michael Mumford

Elizabeth Mumford

Mary L. Emery

James E. Emery

Robert E. Emery

Richard J. Emery

Rarick Marital Trust 1

Jard Group

Darry R. Cain

David A. Bates

Glenda A. Cole

Claudia J. Coffey

Linda S. Kahn, Trustee of the Linda S.
Kahn Trust Dtd 7/15/98

Vinod C. Gupta

David C. Dodson

Marilee Warfield

Exa Kay Lindsey & Kevin M. Huston

W A Hayes, Jr.

Halifax Financial Group, LP

EXHIBIT "A"

Leasehold 1:

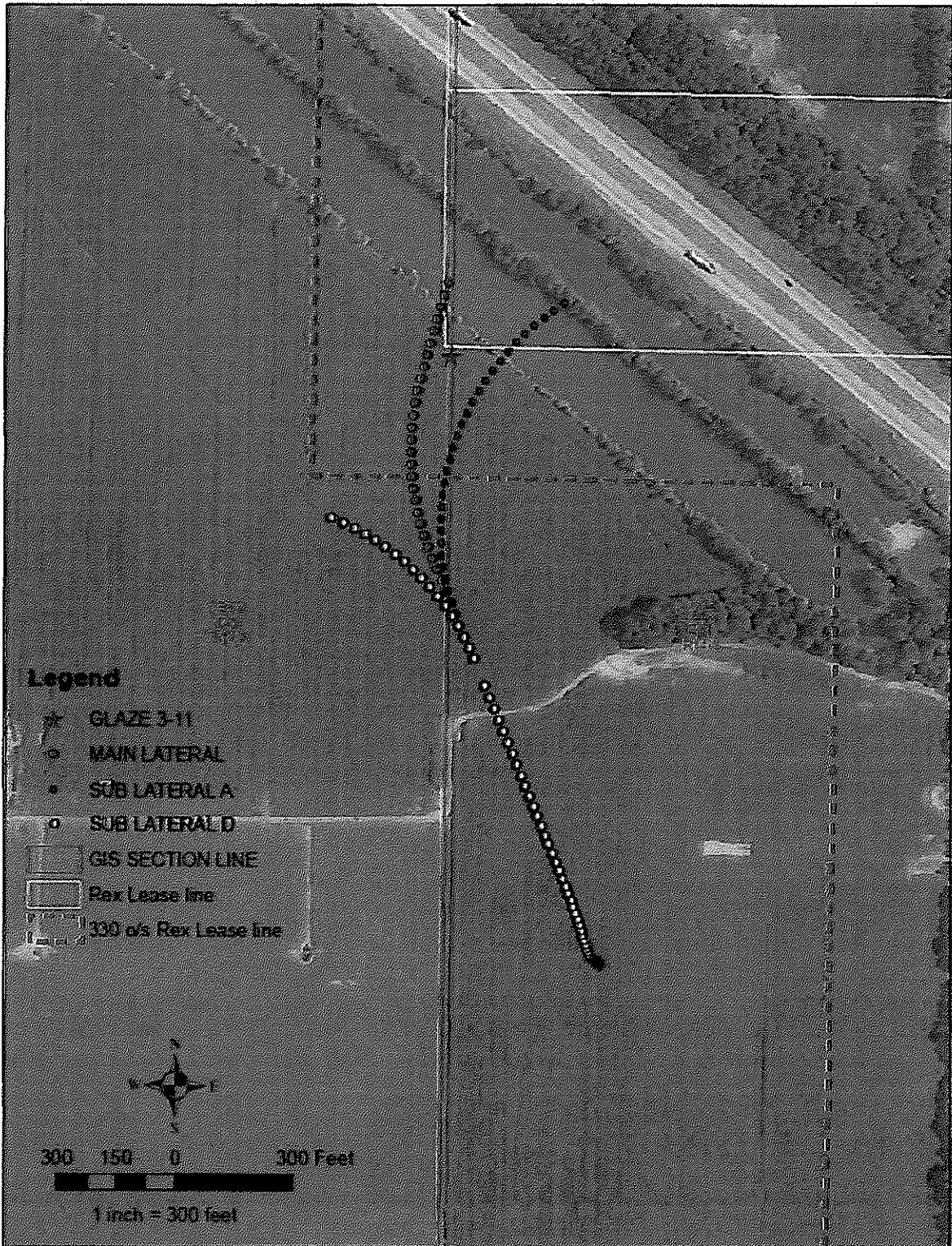
Oil and Gas Lease dated September 29, 1961, from Birdie R. Gray, Trustee of the Estate of Mary Elizabeth Glaze, as Lessor, to Joe Simpkins, as Lessee, recorded on October 16, 1961, in Record Book 83, at Page 536, in the Office of the Recorder, Posey County, Indiana.

Said lease being subject to the Unit Agreement for the Pocket-Gray Unit dated November 6, 1968, and recorded May 7, 1969, in Record Book 101, Page 459, in the Office of the Recorder, Posey County, Indiana.

Leasehold 2:

Oil and Gas Lease dated June 20, 2013, from Glaze Properties Limited Partnership, as Lessor, to Campbell Energy, LLC, an Illinois limited partnership, as Lessee, a memorandum of which was recorded on August 5, 2013, as Document #201303439, in the Office of the Recorder, Posey County, Indiana.

EXHIBIT "B"





ILLINGWORTH RENNER
BASIN LAW GROUP
LLP

Basin Law Group LLP
508 Main Street, Suite A
Evansville, IN 47708

☎ (812) 421 1800

William C. Illingworth
wcillingworth@basinlawgroup.com

April 15, 2015

Tyler J. Bateman
621 E. 15th Street
Alton, IL 62002-3567

RE: CAMPBELL ENERGY, LLC/REX ENERGY CORPORATION
GLAZE 1-H AGREEMENT
POSEY COUNTY, INDIANA
BASIN LAW GROUP CLIENT & MATTER NO.: 00035/10147

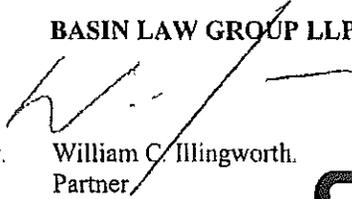
Dear Royalty Interest Owner:

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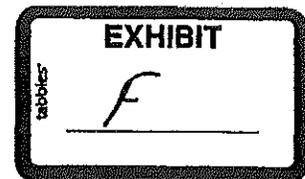
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Thank you and should you have any questions, please do not hesitate to give me a call.

BASIN LAW GROUP LLP

By: 
Partner

WCI/wi
Enclosures





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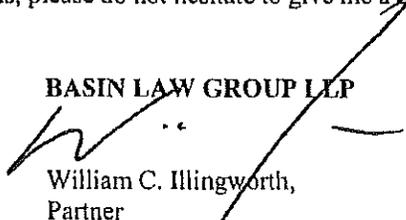
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William C. Illingworth
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April 15, 2015

CTC Minerals, Inc.
c/o Bank of America
P.O. Box 840738
Dallas, TX 75284-0738

RE: CAMPBELL ENERGY, LLC/REX ENERGY CORPORATION
GLAZE 1-H AGREEMENT
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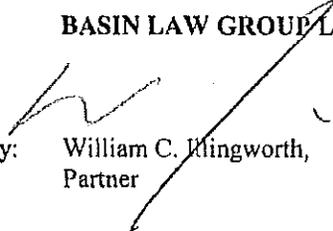
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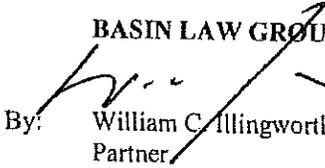
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Jard Group
631 Locust Street
Mt. Vernon, IN 47620-1934

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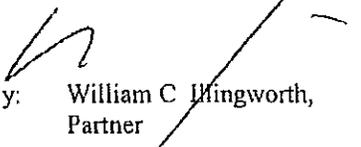
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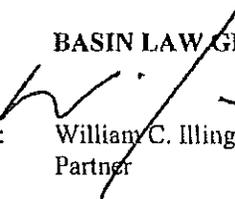
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Vinod C. Gupta
17962 Foxborough Lane
Boca Raton, FL 33496-1321

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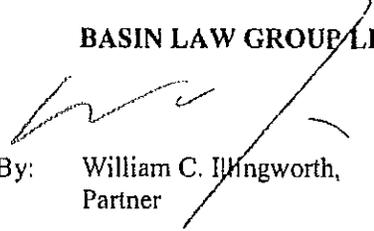
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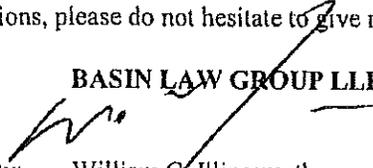
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David C. Dodson
c/o Fifth Third Bank - Jamie Wicks
P.O. Box 719
Evansville, IN 47705-0719

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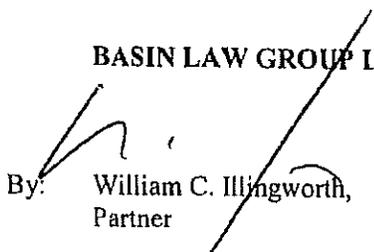
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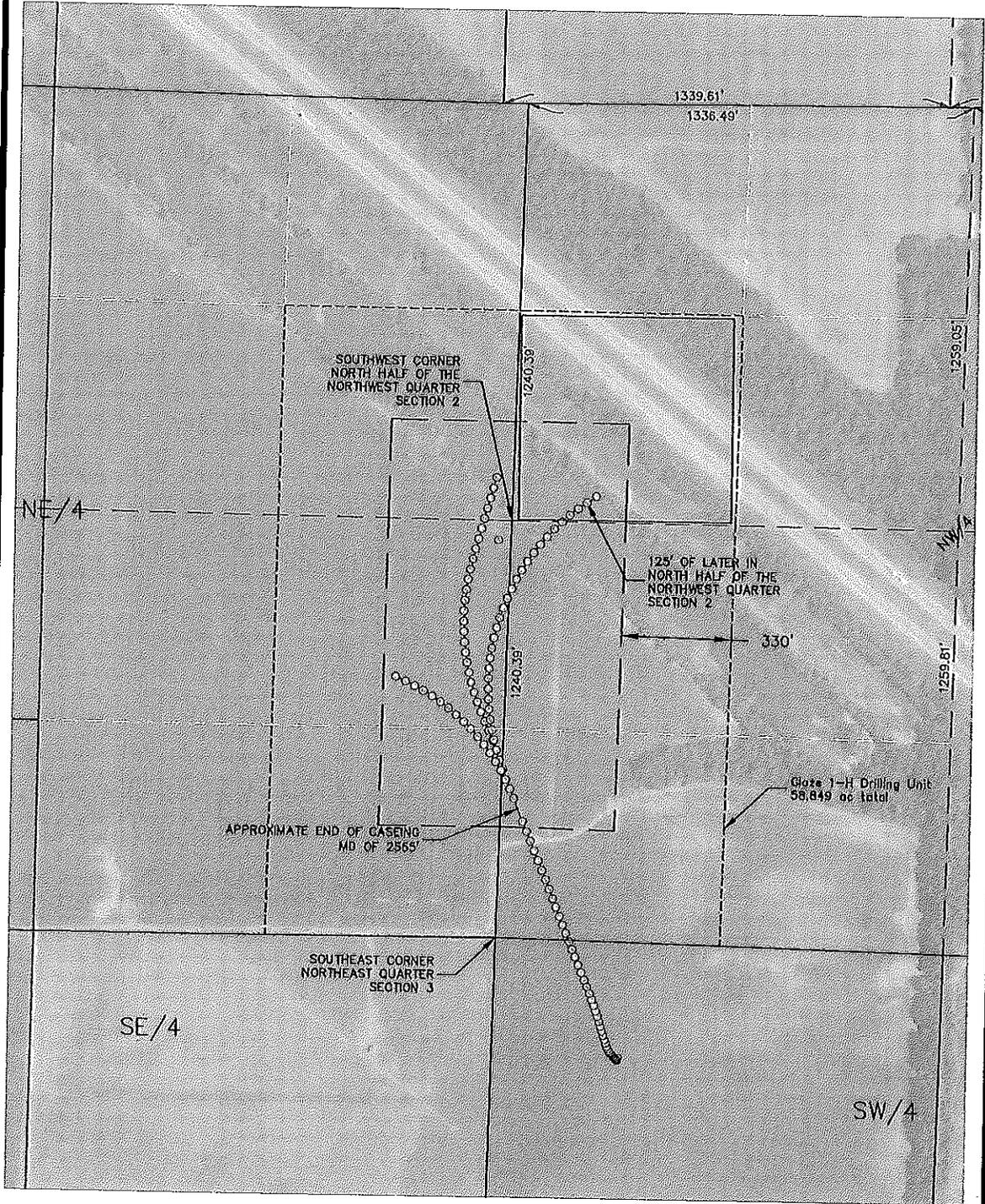
By: 
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Exhibit G

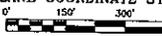
GLAZE #1-H
 A PART OF THE WEST HALF OF SECTION 2,
 AND A PART OF THE EAST HALF OF SECTION 3,
 ALL IN T.4S, R.14W. OF THE 2ND P.M.,
 POSEY COUNTY, INDIANA



LAMAC JOB NO. 014H02PQ Professional Design Firm Land Survey & Prof. Eng. Corp. #184-000887	ILLINOIS OFFICE	INDIANA OFFICE
	323 W. 3RD ST. P.O. BOX 130 MT. CARMEL, IL 62863 PHONE: (618)-242-8851 FAX: (618)-293-3327	PO BOX 415 PRINCETON, IN 47470 PHONE: (317)-380-7811 FAX: (317)-380-7811
SHEET 1 OF 1	Drawn By: ANR	SCALE:
	Checked By:	1" = 300'
	Date: 11-07-16	



BEARINGS BASED ON
 NAD83 INDIANA WEST STATE
 PLANE COORDINATE SYSTEM

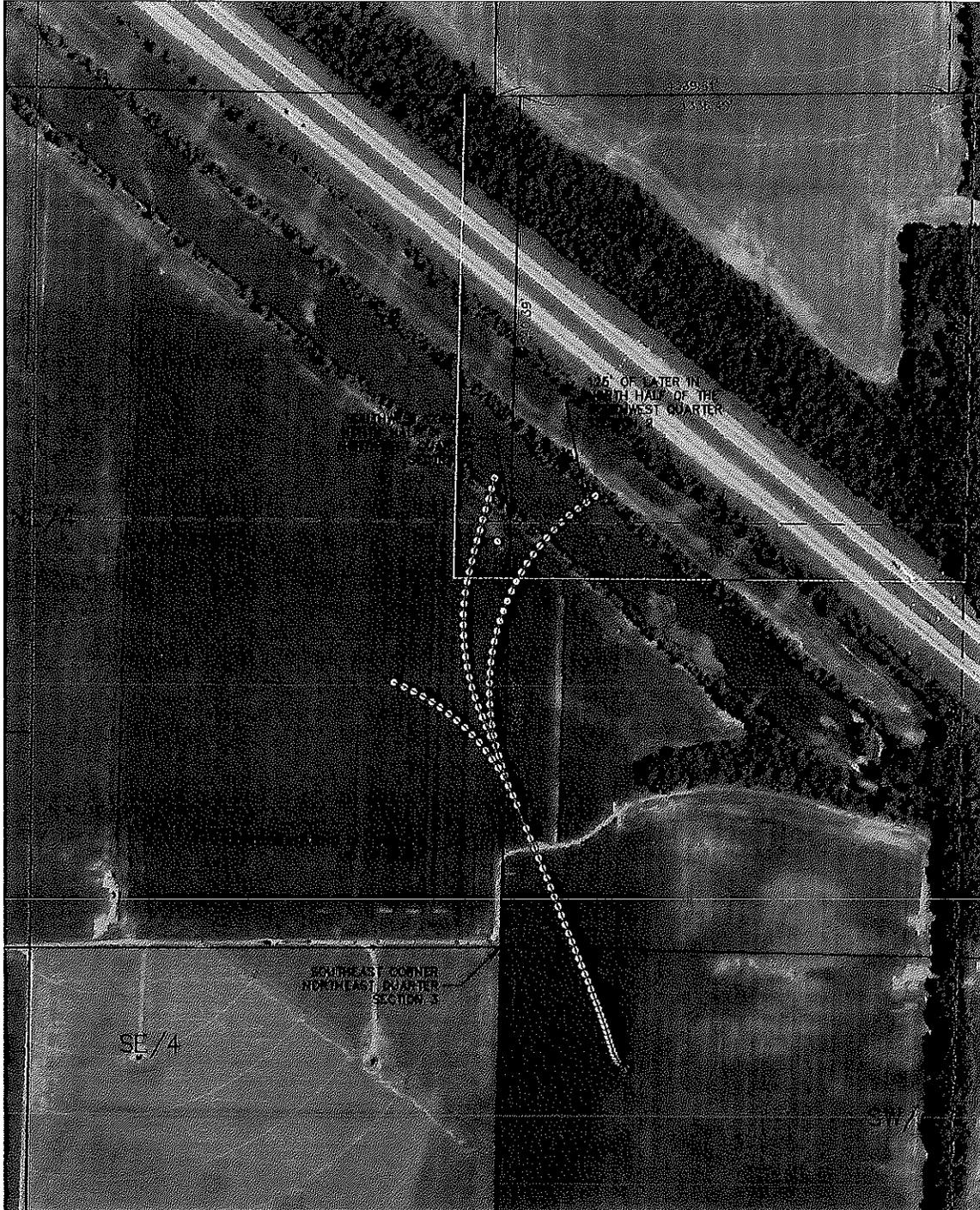


SCALE 1" = 300'

Glaze 1-H Drilling unit

Campbell Energy Lease area	49.278 ac	83.74%
Rex Energy Lease area	9.571 ac	16.26%
Total	58.849 ac	100%

GLAZE #1-H
 A PART OF THE WEST HALF OF SECTION 2,
 AND A PART OF THE EAST HALF OF SECTION 3,
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 POSEY COUNTY, INDIANA



Main lateral from end of casing	1029'	
Sub A	931'	
Sub D	493'	
Combined well bores	2453'	
Sub A in N/2 NW/4	125'	5%
Main in 165' Zone	302'	
Sub A in 165' Zone	335'	
Total in 165' Zone	637'	26%



BEARINGS BASED ON
 NAD83 INDIANA WEST STATE
 PLANE COORDINATE SYSTEM



SCALE 1" = 300'

LAMAC JOB NO. 014H02PO	ILLINOIS OFFICE 323 W. 3RD ST. P.O. BOX 160 MT. CARBIL, IL 62883	INDIANA OFFICE PO BOX 416 PRINCETON, IN 47670
LAMAC ENGINEERING CO. Professional Design Firm Land Survey & Prof. Eng. Corp. #194-000997	PHONE: (618)-282-9851 FAX: (618)-283-3327	PHONE: (812)-386-7611
SHEET 1 OF 1	Drawn By: AMR Checked By: Date: 11-07-16	SCALE: 1" = 300'