

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

IN RE: REO WATERFLOOD UNIT

PETITION OF REVITALIZE RESOURCES OPERATING INC. FOR THE
INTEGRATION OF LEASEHOLD INTERESTS LOCATED IN SECTIONS 30
AND 31, TOWNSHIP 7 SOUTH, RANGE 6 WEST IN SPENCER COUNTY,
INDIANA

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

NOW COMES, Petitioners, Revitalize Resources Operating Inc., a Delaware corporation,
and Revitalize Resources Illinois Basin LLC, a Texas limited liability company, along with their
attorney, William C. Illingworth of Illingworth Law Group LLC, and for their Amended Petition
for Integration of Oil and Gas Interests, pursuant to Indiana Code Section 14-37-9-1(a) and 312
IAC 29-19-2 of the Indiana Administrative Code state as follows:

1. Petitioner, Revitalize Resources Operating Inc., is a Delaware corporation, with
offices located at 21 SE Third Street Suite 720, Evansville, IN 47708.
2. Petitioner, Revitalize Resources Illinois Basin LLC, is a Texas limited liability
company, with offices located at 21 SE Third Street Suite 720, Evansville, IN 47708
3. Petitioner, Revitalize Resources Operating Inc., is the operator and Petitioner,
Revitalize Resources Illinois Basin LLC, is the majority working interest owner of certain oil and
gas leases covering property located in Spencer County, Indiana, more particularly described on
Exhibit A, attached hereto. Said leases are hereinafter described collectively as the "Leases."
Copies of the Leases are attached hereto as Exhibit B.
4. The Petitioner, Revitalize Resources Operating Inc., is currently operating on and
producing oil and gas on the lands covered by the Leases.

5. Petitioners seek to unitize said Leases to form a unit designated as the Reo Waterflood Unit, Spencer County, Indiana, for the purposes of jointly operating, including shared water injection and tank battery facilities and easement rights, and developing the leases as a unit and/or to unitize the production of the Leases for purposes of conducting secondary, tertiary, other enhanced recovery methods, or for shared facilities among tracts. Petitioners acquired the Leases in September 2022. Petitioners intend to continue to jointly operate the Leases, including through the utilization of shared water injection and tank battery facilities and easement rights and contemplate that unit operations will consist of the implementation of waterflood or other secondary or enhanced recovery operations in order to increase production and ultimate recovery of oil from the unit and reduce operational costs.

6. Attached hereto collectively as Exhibit C are maps depicting the lands to be involuntarily integrated relevant to a determination of the petition.

7. The Oil and Gas Leases listed on Exhibit A for Tract 1 of the proposed unit control the entire fee oil and gas interests in the lands of Tract 1 of the proposed unit, described as follows, *to-wit*:

Tract 1:

SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 6
WEST, SPENCER COUNTY, INDIANA.

WEST 7.5 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 7
SOUTH, RANGE 6 WEST, SPENCER COUNTY, INDIANA.

EAST 2.5 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 7
SOUTH, RANGE 6 WEST, SPENCER COUNTY, INDIANA.

8. The Oil and Gas Leases listed on Exhibit A for Tract 2 of the proposed unit control the entire fee oil and gas interests in the lands of Tract 2 of the proposed unit, described as follows,
to-wit:

Tract 2:

Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, Spencer County, Indiana.

The Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, Spencer County, Indiana.

9. The Oil and Gas Leases listed on Exhibit A for Tract 3 of the proposed unit control the entire fee oil and gas interests in the lands of Tract 3 of the proposed unit, described as follows,
to-wit:

Tract 3:

West Half of the Northeast Quarter of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, Spencer County, Indiana.

10. The Oil and Gas Leases listed on Exhibit A for Tract 4 of the proposed unit control the entire fee oil and gas interests in the lands of Tract 4 of the proposed unit, described as follows,
to-wit:

Tract 4:

The East Half of the Northeast Quarter of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, Spencer, Indiana.

11. The Oil and Gas Leases listed on Exhibit A for Tract 5 of the proposed unit control the entire fee oil and gas interests in the lands of Tract 5 of the proposed unit, described as follows,
to-wit:

Tract 5:

Sixty acres off the East end of the South Half of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, Spencer County, Indiana, except beginning at the Northeast corner of the Southeast Quarter of the Southeast Quarter of said

Section, Township and Range; thence West 400 feet; thence South 600 feet; thence East 400 feet; thence North 600 feet to the place of beginning, containing 5.6 acres, more or less and containing after said exception 54.4 acres, more or less.

12. The Oil and Gas Leases listed on Exhibit A for Tract 6 of the proposed unit control the entire fee oil and gas interests in the lands of Tract 6 of the proposed unit, described as follows, *to-wit*:

Tract 6:

All of the Northeast Quarter of the Northeast Quarter of Section 31, Township 7 South, Range 6 West, containing 40 acres more or less, in Spencer County, Indiana.

13. The Unit as a whole will be described as follows:

THE NORTH HALF (N/2) OF THE SOUTHEAST QUARTER (SE/4); AND SIXTY ACRES OFF THE EAST END OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 6 WEST, SPENCER COUNTY, INDIANA, EXCEPT BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION, TOWNSHIP AND RANGE; THENCE WEST 400 FEET; THENCE SOUTH 600 FEET; THENCE EAST 400 FEET; THENCE NORTH 600 FEET TO THE PLACE OF BEGINNING, CONTAINING 5.6 ACRES, MORE OR LESS AND CONTAINING AFTER SAID EXCEPTION 54.4 ACRES, MORE OR LESS; ALL IN SECTION 30, TOWNSHIP 7 SOUTH, RANGE 6 WEST, SPENCER COUNTY, INDIANA;

AND ALSO, ALL OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 6 WEST, CONTAINING 40 ACRES MORE OR LESS, IN SPENCER COUNTY, INDIANA.

14. The lands covered by the Leases are being jointly operated through the use of shared water injection, tank battery facilities and easement rights. Further, it is incredibly uncertain whether Petitioners can establish production in paying quantities sufficient to hold the Leases which contain the water injection wells that are being utilized by the Leases for their water disposal. The lands covered by the Leases are within a pool or part of a pool suitable for enhanced recovery methods. In order to prevent waste and avoid the drilling of unnecessary wells, Petitioners desire to pool the Leases in so far as said Leases cover Tract 1 through Tract 6 for purposes of continuing to

jointly operate the leases and developing the leases as a unit and/or to unitize the production of the Leases for purposes of conducting secondary, tertiary, other enhanced recovery methods, or for shared facilities among tracts. In the event that Petitioners lose the water injection capacity, the operation of the Leases would likely be uneconomic, thereby decreasing the production of oil from the Leases.

15. The potential producing zones and potential hydrocarbons that Petitioners believe may existing within the proposed unit is that formation known as the Palestine Formation.

16. Attached as Exhibit D is a statement showing the division of interest for each lease/tract of the proposed unit. The names and addresses of all persons owning or having an interest in the oil and gas rights in the above-described unit area as of the date of the filing of this Petition for Unitization are shown on Exhibit D. For those owners for which the address is unknown, said designation is shown on Exhibit D.

17. Petitioners have made a diligent search to locate and secure an agreement from all working interest owners, royalty interest owners and overriding royalty owners of the oil and gas interests of the proposed unit. However, Petitioners have not been able to secure such an agreement from the parties shown on Exhibit E.

18. Attached hereto as Exhibit F is the Unit Pooling Agreement tendered to all locatable working interest owners, royalty interest owners and overriding royalty owners of the oil and gas interests in the proposed unit. Petitioners have been unable to secure such an agreement from the parties listed above. Exhibit G provides a summary of dates of meetings, telephone conversations, and other communications where the issue of leasing or pooling was discussed between the respective parties and the results of those communications and a summary of the details of the final positions of the parties involved.

19. The royalty interests of all lands of the proposed unit area held by Lease. Petitioners are prepared to operate the proposed unit without the participation of the nonconsenting working interest owners.

20. Petitioners have prepared a detailed plan for the operation of the unit, including estimated costs, and is prepared to submit the detailed plan to the division director upon request.

21. Petitioners have attached hereto as Exhibit H a proposed allocation of production from the proposed unit. The methodology used to calculate the allocation among the tracts is a weighted calculation of the cumulative acreage of each lease (15%), the recent production of each lease (60%), and recent water injection of each lease (25%). Such methods are supported by operational, economic, geological and engineering data. The proposed tract participation would treat all royalty, working interest and overriding royalty interest owners fairly and equitably.

22. Petitioners believe it to be in the best interest of all royalty owners, working interest owners and overriding interest owners to pool and combine the Leases as it will allow for economical and efficient operation and development which reduces costs while also more effectively developing the oil and gas underlying those lands.

23. Following integration of the Unit, ownership of the working interest, overriding royalty interest and royalty interest will be under uniform control. Petitioners would additionally request approval of the drilling of wells at greater density than otherwise permissible and off standard spacing under 312 IAC 29-13-7. Petitioners would assert that following approval of integration, this Petition and its exhibits demonstrate:

- (a) The proposed drilling pattern within the area of common ownership or control is reasonably necessary for more efficient recovery of oil, gas, or coal bed methane.
- (b) Waste will not occur.
- (c) Unnecessary wells will not be drilled.

(d) Proposed wells will maintain the required distance from the nearest external drilling unit boundary line not under common ownership or control.

(e) Proposed wells maintain the required distance from other wells on adjacent drilling units outside the area of common ownership or control producing from the same formation.

WHEREFORE, Petitioners respectfully request:

A. An “Order for Integration of Interests” of the proposed Reo Waterflood Unit to integrate the separately owned interests in the oil and gas and associated hydrocarbons within the lands as set forth with participation factors set forth in Exhibit H, in so far as said leases cover the following described lands:

THE NORTH HALF (N/2) OF THE SOUTHEAST QUARTER (SE/4); AND SIXTY ACRES OFF THE EAST END OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 6 WEST, SPENCER COUNTY, INDIANA, EXCEPT BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION, TOWNSHIP AND RANGE; THENCE WEST 400 FEET; THENCE SOUTH 600 FEET; THENCE EAST 400 FEET; THENCE NORTH 600 FEET TO THE PLACE OF BEGINNING, CONTAINING 5.6 ACRES, MORE OR LESS AND CONTAINING AFTER SAID EXCEPTION 54.4 ACRES, MORE OR LESS; ALL IN SECTION 30, TOWNSHIP 7 SOUTH, RANGE 6 WEST, SPENCER COUNTY, INDIANA;

AND ALSO, ALL OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 6 WEST, CONTAINING 40 ACRES MORE OR LESS, IN SPENCER COUNTY, INDIANA.

B. That the Reo Waterflood Unit be designated a unit exempted from standard spacing under 312 IAC 29-13-7 (a).

C. 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.

DATED this 13th day of June, 2025.

REVITALIZE RESOURCES OPERATING INC.
a Delaware corporation

By: [Signature]
Albert E. Ferrara, III,
President and Chief Executive Officer

REVITALIZE RESOURCES ILLINOIS BASIN LLC
a Texas limited liability company

By: [Signature]
Albert E. Ferrara, III,
President and Chief Executive Officer

ILLINGWORTH LAW GROUP LLC
Attorneys for Petitioners

By: [Signature]
William C. Illingworth

Albert E. Ferrara, III, being first duly sworn upon oath, deposes and states that he is the President and Chief Executive Officer for Petitioners in the foregoing document, that he has read the foregoing and has knowledge of the contents thereof; and to the best of his knowledge the matters set forth therein are true in substance and in fact

[Signature]
Albert E. Ferrara, III

Witness my hand and Seal this 13th day of June, 2025.



My Comm. Expires: 4-3-2027
County Residence: Vanderburgh
Notary ID Number: NP0719546

Maryanna Eubank
NOTARY PUBLIC (sign name)

Maryanna Eubank
NOTARY PUBLIC (print name)

William C. Illingworth
ILLINGWORTH LAW GROUP LLC
P.O. Box 5306
Evansville, IN 47716
Telephone: (812) 421-1800
Email: will.illingworth@illingworthlaw.com

EXHIBIT A

LEASES AND TRACT DESCRIPTIONS

UNIT DESCRIPTION

THE NORTH HALF (N/2) OF THE SOUTHEAST QUARTER (SE/4); AND SIXTY ACRES OFF THE EAST END OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 6 WEST, SPENCER COUNTY, INDIANA, EXCEPT BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION, TOWNSHIP AND RANGE; THENCE WEST 400 FEET; THENCE SOUTH 600 FEET; THENCE EAST 400 FEET; THENCE NORTH 600 FEET TO THE PLACE OF BEGINNING, CONTAINING 5.6 ACRES, MORE OR LESS AND CONTAINING AFTER SAID EXCEPTION 54.4 ACRES, MORE OR LESS; ALL IN SECTION 30, TOWNSHIP 7 SOUTH, RANGE 6 WEST, SPENCER COUNTY, INDIANA;

AND ALSO, ALL OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 6 WEST, CONTAINING 40 ACRES MORE OR LESS, IN SPENCER COUNTY, INDIANA.

Tract 1

Lease Name: Cope-Axton-Hoge Comm. #1

Bi-Petro Lease No.: 5397

Tract Description: SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 6 WEST, SPENCER COUNTY, INDIANA.

WEST 7.5 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 6 WEST, SPENCER COUNTY, INDIANA.

EAST 2.5 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 6 WEST, SPENCER COUNTY, INDIANA

Oil and Gas Lease(s): Dated: November 2, 1984
Recorded: Lease Book 53, Page 661

Lessor(s): Robert Hoge and Judy Hoge
Lessee: Ronald L. Stolz
Corrected: Corrected by Document Recorded in Lease Book 58, Page 47

Dated: April 23, 1985
Recorded: Lease Book 55, Page 287
Lessor(s): Crete Hill, as Executrix of the Estate of Ralph E. Cope, deceased
Lessee: Ronald L. Stoltz

Dated: April 23, 1985
Recorded: Lease Book 55, Page 289
Lessor(s): Nancy Young
Lessee: Ronald L. Stoltz

The above-reference leases being pooled by that certain Declaration of Pooling made by Ronald L. Stoltz dated April 26, 1985, recorded in Lease Book 58, Page 48, and amended on February 20, 1978, by document recorded in Book 59, Page 13.

Tract 2

Lease Name: Muse/Shiloh Church

Bi-Petro Lease No.: 5398

Tract Description: Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, Spencer County, Indiana.

The Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, Spencer County, Indiana.

Oil and Gas Lease(s): Dated: November 9, 1984
Recorded: Lease Book 53, at Page 663
Lessor(s): Jeffrey E. Muse and Betty Muse
Lessee: Ronald L. Stolz

Dated: November 8, 1984
Recorded: Lease Book 57, Page 97
Lessor(s): Trustees of the Shiloh Church
Lessee: Ronald L. Stoltz

The above-reference leases being pooled by that certain Declaration of Pooling dated November 15, 1985, recorded in Lease Book 60, Page 874.

Tract 3

Lease Name: Hoge-Holland #1 and Hoge-Holland #2 Community

Bi-Petro Lease No.: 5396

Tract Description: West Half of the Northeast Quarter of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, Spencer County, Indiana.

Oil and Gas Lease(s):

Dated:	November 2, 1984
Recorded:	Lease Book 53, Page 661
Lessor(s):	Robert Hoge and Judy Hoge
Lessee:	Ronald L. Stolz
Corrected:	Corrected by Document Recorded in Lease Book 58, Page 47

Dated:	August 30, 1987
Recorded:	Lease Book 59, Page 214
Lessor(s):	James M. Holland and Carrie W. Holland
Lessee:	Ronald L. Stolz

The above-reference leases being pooled by that certain Declaration of Pooling dated October 15, 1987, recorded in Lease Book 59, Page 263 and second Declaration of Pooling dated October 15, 1987.

Tract 4:

Lease Name: Hayden/Holland/Langdon Comm #1

Bi-Petro Lease No.: 5401

Tract Description: The East Half of the Northeast Quarter of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, Spencer, Indiana.

Oil and Gas Leases:

Dated:	August 30, 1987
Recorded:	Lease Book 59, Page 214
Lessor(s):	James M. Holland and Carrie W. Holland
Lessee:	Ronald L. Stolz

Dated:	June 1, 1988
Recorded:	Lease Book 59, Page 803

Lessor(s): Arthur N. Hayden and Delois Hayden
Lessee: Ronald L. Stolz

Dated: July 12, 1988
Recorded: Lease Book 59, Page 809
Lessor(s): Juanita Nunn and John Paul Langdon
Lessee: Ronald L. Stolz

Dated: July 11, 1988
Recorded: Lease Book 59, Page 812
Lessor(s): Velma Langdon Hughes
Lessee: Ronald L. Stolz

Dated: July 12, 1988
Recorded: Lease Book 59, Page 815,
Lessor(s): Michael F. Langdon, Jerry W. Langdon,
Douglas A. Langdon, and Debra K.
Langdon, by her mother and natural
guardian Virginia Lee Pearson

Lessee: Ronald L. Stolz

Dated: July 12, 1988
Recorded: Lease Book 59, Page 806
Lessor(s): Emma Brady, sole beneficiary of the Estate
of Byron Brady
Lessee: Ronald L. Stolz

Dated: July 15, 1988
Recorded: Lease Book 59, Page 799
Lessor(s): Montie M. McKeehan and Mary Jo
McKeehan
Lessee: Ronald L. Stolz

Dated: July 18, 1988
Recorded: Lease Book 59, Page 801
Lessor(s): Crete Hill, Executrix and Beneficiary of the
Estate of Ralph Cope
Lessee: Ronald L. Stolz

The above-reference leases being pooled by that certain Amended
and Corrected Declaration of Pooling dated September 29, 1989,
recorded in Lease Book 60, Page 721.

Tract 5:

Lease Name: Donald and Peggy Winkler #1

Bi-Petro Lease No.: 5399

Tract Description: Sixty acres off the East end of the South Half of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, Spencer County, Indiana, except beginning at the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section, Township and Range; thence West 400 feet; thence South 600 feet; thence East 400 feet; thence North 600 feet to the place of beginning, containing 5.6 acres, more or less and containing after said exception 54.4 acres, more or less.

Oil and Gas Leases: Dated: November 2, 1985
Recorded: Lease Book 57, at Page 84
Lessor(s): Donald R. Winkler and Peggy J. Winkler
Lessee: Ronald L. Stolz

Tract 6:

Lease Name: Fulkerson

Bi-Petro Lease No.: 5400

Tract Description: All of the Northeast Quarter of the Northeast Quarter of Section 31, Township 7 South, Range 6 West, containing 40 acres more or less, in Spencer County, Indiana.

Oil and Gas Leases: Oil and Gas Lease dated August 1, 2010, recorded July 20, 2011, as Instrument 2011R-02216, from Dorothy Fulkerson, a widow, Frederick B. Fulkerson, Sharon G. Fulks, Bertie Jo Ayer, Daniel Fulkerson, Norbert A. Fulkerson, Richard T. Fulkerson, Jeffrey Lynn Fulkerson and Michael J. Fulkerson, as Lessors, to Cabco Operating Company, LLC, as Lessee, and also including all interest into those Oil and Gas Leases with the following Lessors and Recording Information: Daniel Fulkerson, Instrument 20UR-02217, Joseph Michael Fulkerson Instrument 2011R-02218, Jeffrey Lynn Fulkerson Instrument 2011R-02219, Bertie J. Ayer Instrument 2011R-02220, Frederick B. Fulkerson Instrument 2011R-02221, Sharon Fulks Instrument 2011R-02222, Norbert A. Fulkerson Instrument 2011R-02223, Richard T. Fulkerson Instrument 2011R-02224.

EXHIBIT B

COPIES OF OIL AND GAS LEASES

OIL AND GAS LEASE

P 263

Short Form 88

AGREEMENT. Made and entered into the 2nd day of November assign Rec 66 Q. 621 by and between

Robert & Judy Hoge hereinafter called lessor (whether one or more), and Ronald E. Stutz hereinafter called

WITNESSETH: That the said lessor, for and in consideration of 1.00 DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of 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 mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Spencer State of Indiana described as follows, to-wit:

West side NE 1/4 of the SE 1/4 of Sec 30 Town 7 South Range 6 West containing 15 acres more or less.

See Assignment Rec. 60 Q. 374

60 P. 376

60 P. 378

60 P. 380

60 P. 382

60 P. 384

61 P. 697

61 P. 694

See assign Rec. 62 Pg. 5

See Assignment Rec. 46 Pg. 747

INSTRUMENT # 84-3625 Recorded this

9 day of Nov 1987 at

10:46 A.M. in Record No. 317

Page 661

Phyllis Small, R.D.C.

See Stipulation agreement quit claim assignment Rec 60 P. 729

IT IS AGREED that this lease shall remain in force for a term of 9 mo. from date after as oil or gas, or either of them, is produced from said land by lessee. In consideration of the premises the said lessee covenants and agrees

1st. To deliver to the credit of lessor, free of cost into tank reservoirs or into the pipe line to which lessee may connect wells on said land the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline, a royalty of one-eighth (1/8) payable monthly at the prevailing market rate for gas; and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable quarterly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the 2nd day of August, 1985, this lease shall terminate as to both parties. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term first mentioned.

If said 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 the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operations thereon except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe line below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said lands.

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.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if produced from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved.

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of 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. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owners bears to the entire leased acreage.

Lessor hereby warrants and agrees to defend the title to the said lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof, and the undersigned lessors, for themselves, their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises, herein described insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

It being further agreed the lessee will restore surface to its original condition as new as possible. The location of Tanks & Entry shall be by mutual agreement.

IN WITNESS WHEREOF WE SIGN, the date first above written.

Robert H. Hoge

(SEAL)

Judy Hoge

(SEAL)

Ronald E. Stutz

(SEAL)

Prepared by Ronald E. Stutz

ACKNOWLEDGEMENT

STATE OF INDIANA }
SPENCER COUNTY, } SS.

I, Mary Robinson, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Robert H. Hoge and Judy Hoge, his wife,

personally known to me to be the same person, whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as the free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this 9 day of November, 1984.
 My commission expires January 29, 1985

Mary Robinson
 Notary Public.

ACKNOWLEDGEMENT Resident, Spencer County, Ind.

STATE OF _____ }
 COUNTY, } SS.

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____

personally known to me to be the same person, whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this _____ day of _____, 19____.
 My commission expires _____

Notary Public.

FORM FOR CORPORATION

STATE OF _____ }
 COUNTY OF _____ } SS.

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____

to me personally known as the president (or other officer) of _____ of _____ and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged _____ signing, sealing and delivering the said instrument as the free and voluntary act of said _____ (name of corporation) _____, for the consideration and purposes therein set forth, and that _____ was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 19____.
 My commission expires _____

Notary Public.

FORM FOR SIGNING BY MARK

STATE OF _____ }
 COUNTY OF _____ } SS.

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed said instrument by _____ mark and sealed and delivered same as _____ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead; said instrument having been read to _____, being a person unable to read or write.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 19____.
 My commission expires _____

Notary Public.

His X Mark.

OIL AND GAS LEASE

No. _____	FROM	TO
Dated _____, 19____		
Section _____ Township _____ Range _____		
No. Acres _____		
County, _____		
STATE OF _____	COUNTY OF _____	SS. _____
This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in book _____ Page _____ of the records of this office.		
By _____	RECORDER	DEPUTY RECORDER
When Recorded	Return to	
(4) 550 altg		

Assign of primary recovery Secondary Recovery Form Assign Rec 66 & 621
23 27 29 pg 33
AGREEMENT, Made and entered into this day of April / 1985
between Crete Hill, Executrix of the Estate of Ralph E. Cope, deceased
party of the first part, hereinafter called lessor (whether one or more) and RONALD L. STOLTZ OF SUMNER
ILLINOIS 62466

WITNESSETH, That the lessor, for and in consideration of cash in hand paid, the receipt of which is hereby acknowledged, these presents does grant, demise, lease and let exclusive connections for the purpose of mining, exploring for geologic, and the exclusive right of injecting water, brine, recovery of oil and gas, in such manner as lessee may deem appropriate, irrespective of possible migration of oil or gas arising from telephone and telegraph lines, tanks, power houses, statel housing and boarding employees and any and all other neighboring land, on said land for the production of oil,

said products and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the Township of CHIO
County of SPENCER State of IND described as follows, to-wit:
PART OF THE NORTH WEST QUARTER (4) OF THE SOUTH
EAST QUARTER CONTAINING 15 ACRES MORE OR LESS OF
SEC 30, TOWNSHIP 7 SOUTH, RANGE 6 WEST, (as to
an undivided one-half interest).

of Section 30 Township 7 SOUTH
It being intended hereby to include herein all lands and interests therein contiguous
payment purposes said leased lands shall be deemed to contain 15A

It is agreed that this lease shall remain in force for a term of 9 months

gas, casing-head gasoline or any of them is produced from leased premises or operations
continued for the injection of water, brine and other fluids into subsurface strata. Provided
effect only as to well or wells so used and the ten acres contiguous thereto.

In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee
from leased premises, or at the lessee's option, may pay to the lessor for such one-eighth
day such oil is run into the pipe line or into storage tanks.

2nd. To pay lessor one-eighth, at the market price as the well for the gas so used, if
used off the premises, and lessor to have gas free of cost from any such well for all sto
the same time by making his own connections with the wells at his own risk and expense

3rd. To pay lessor for gas produced from any oil well and used off the premises or
well for the gas so used, for the time during which such gas shall be used, and payments
If no well be commenced on said land on or before 9 months from date hereof, this les
shall pay to or tender to the lessor or to the lessor's credit in the

Bank at

or its successor

ship of said land, the sum of

months from said date. In a like manner and upon the

for the period of the term number of months successively. All payments or tenders ma
delivered on or before the rental paying date.

Should the first well be drilled on the above described land to a dry hole, then, and in the event, if a second well is not commenced on said land within twel
months from the expiration of the last rental period for which rental has been paid this lease shall terminate as to both parties, unless the lessee, on or before th
expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed th
upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payments of rentals and the effect thereo
shall continue in force just as though there had been no interruption in the rental payments.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

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

No well shall be drilled nearer than 200 feet to the house or barn on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

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.

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completi
with reasonable diligence and dispatch, and if oil and gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effi
as if such well had been completed within the term of years herein, first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their hel
executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental or royalties shall be binding on the lessee un
after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned,
to a part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of t
rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessor or a
assignee thereof shall make due payment of said rental.

If the leased premises are now, or shall hereafter be, owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as c
lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among, and paid to, such separate owners in the proportion that the ac
age owned by each such separate owner bears to the entire leased acreage. Provided, however, if the leased premises consist of two or more non-abutting tracts, t
paragraph shall apply separately to each non-abutting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lar
for the purpose of operating the consolidated tract as one lease, this paragraph shall be inoperative as to such portion so consolidated.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in t
immediate vicinity thereof, when in lessee's judgement it is necessary or advisable to do so in order properly to develop and operate said premises in compliance w
the spacing rules of any lawful authority, or when to do so would, in the judgment of the lessee, promote the conservation of the oil and gas in and under and th
may be produced from said premises, such pooling to be into a unit or units not exceeding 40 acres each, except that in cases where it may be necessary or conveni
to conform a unit to survey subdivisions such unit may contain not to exceed 48 acres. Lessee shall execute in writing an instrument identifying and describing
pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled u
as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or w
be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled o
such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in
particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied, to drill more than one well to each such unitized tract, regardl
of when, where or by whom offset wells may be drilled.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem
lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights
the holder hereof, and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may beco
due the lessor under the terms of this lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premi
herein described, insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with f
named bank due notice of the deposit of such rental to be mailed to the lessor at last known post office address.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Fede
authorities and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due to or
the result of any such law, order, rule or regulation.

This lease is executed and delivered by Crete Hill as Executrix of the

Estate of Ralph E. Cope in order to amend a certain oil and gas lease dated

November 21, 1984, and recorded in oil and gas lease Record 55, page 151

Recorder's Office, Spencer County, Indiana. The primary term of said lease

shall expire as originally written, that is, nine (9) months from November

21, 1984.

IN WITNESS WHEREOF WE SIGN, this the 23 day of April, 1985

Crete Hill as Executrix of the Estate

of Ralph E. Cope, deceased

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

party of the second part, hereinafter called lessee

DOLLARS (\$ 1.00

or contained, has granted, demise, leased and let, and

and hereinafter described, with exclusive rights in acq

sing therefrom oil, gas, casing-head gas, casing-hea

r in conjunction with adjacent lands, or for secondar

ch may be derived from secondary recovery methods

rights of way and easements for laying pipe lines

r producing, treating and storing for such products an

for the economical operation alone or conjointly with

f structures thereon to produce, save and take care o

ed, or operations are cor

ll continue in full force an

d gravity prevailing on th

d, while the same is beln

house on said land durin

at the market price at th

see on or before that da

X X X X X

of changes in the owns

Hege of deferring the cor

it may be further deferr

ance thereof, mailed

Date 5-22-90

At the request of Arthur N. Hargrave et al

an owner of real property described in the above

and foregoing lease, as evidence by his affidavit

recorded in Miscellaneous Record 58

page 598 I now cancel the foregoing

lease by reason of the facts stated in his affidavit.

Louise Talbott

RECORDER OF SPENCER COUNTY

This instrument was prepared by RONALD L. STOLTZ

STATE OF Indiana } SS.

ACKNOWLEDGEMENT

Spencer COUNTY }
I, Mildred E. Woolsey, a Notary Public, in and for said County, in the State aforesaid, do hereby certify th

personally known to me to be the same person... whose name... subscribed to the foregoing instrument, appeared before me th
day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary a
for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.
Given under my hand and Seal, this 23 day of April, 1985
My commission expires 1-3-89

Mildred E. Woolsey
Notary Public.

STATE OF _____ } SS.
_____ COUNTY }

ACKNOWLEDGEMENT

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify th

personally known to me to be the same person... whose name... subscribed to the foregoing instrument, appeared before me th
day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary ac
for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.
Given under my hand and Seal, this _____ day of _____, 19____
My commission expires _____

INSTRUMENT # 85-1619 Recorded this
24 day of April 1985 at
12-10 P M. in Record No. 55
Page 287

Notary Public.

STATE OF _____

County of _____

SS.

FORM FOR SIGNING BY MARK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the person... whose name... subscribed to the foregoing instrument, appeared before me this
day in person and acknowledged that he signed said instrument by h mark and sealed and delivered same as he
free and voluntary act for the uses and purposes therein set forth, said instrument having been read to h, h being a
person... unable to read or write.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 19____
My commission expires _____

County, _____

Notary Public.

Her His X Mark

FORM FOR CORPORATION

STATE OF _____ } SS.
_____ COUNTY }

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

_____ to me personally known as the president (or other officer) of _____
and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and
acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said _____
(name of corporation) _____, for the consideration and purposes therein set forth, and that he was duly
authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 19____
My commission expires _____

Notary Public.

No. _____

OIL AND GAS LEASE

FROM

TO

Date _____, 19____

Section _____ Township _____ Range _____

No. Acres _____

County _____

STATE OF _____

COUNTY OF _____ } SS.

This instrument was filed for record on the _____

day of _____, 19____, at _____

clock M. and duly recorded in book _____

page _____ of the records of this office.

Register of Deeds.

Deputy.

then Recorded

return to _____

SMITH & BUTTERFIELD 305-307 MAIN ST.
PHONE MA 2-3261 EVANSVILLE 2, IND.

(SEAL) _____
 (SEAL) _____
 (SEAL) _____
 (SEAL) _____
 (SEAL) _____
 (SEAL) _____

Kenny Young

(SEAL) _____
 (SEAL) _____
 (SEAL) _____
 (SEAL) _____

149
 (SEAL)

INDIANA
STATE OF ILLINOIS }
COUNTY OF Spencer } ss.

ILLINOIS ACKNOWLEDGEMENT

I, Mildred E. Woolsey, a Notary Public in and for said County in the State aforesaid, do hereby certify that NANCY Young personally known to me to be the same person whose name NANCY Young subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument, including the release and waiver of the right of homestead, as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of January, 1984.

My commission expires 1-3-85, 1985.

Mildred E. Woolsey
Notary Public

STATE OF ILLINOIS }
COUNTY OF _____ } ss.

ILLINOIS ACKNOWLEDGEMENT

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____ personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument, including the release and waiver of the right of homestead, as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19_____.

My commission expires _____, 19_____.

Notary Public

STATE OF ILLINOIS }
COUNTY OF _____ } ss.

FORM FOR CORPORATION

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of _____, to me personally known as the president (or other officer) of _____ and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said _____ (name of corporation) for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 19_____.

My commission expires _____, 19_____.

Notary Public

STATE OF ILLINOIS }
COUNTY OF _____ } ss.

FORM FOR SIGNING BY MARK

I, _____ a Notary Public in and for said County in the State aforesaid, do hereby certify that _____ personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed said instrument by _____ mark and sealed and delivered same as _____ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead; said instrument having been read to _____ being a person unable to read or write.

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 19_____.

My commission expires _____, 19_____.

Notary Public

His X Mark

Oil and Gas Lease

— FROM —

TO

Dated _____, 19_____
Lot _____ Block _____ Addition _____
Section _____ Township _____ Range _____
No. of Acres _____ Terms _____
County, Illinois

STATE OF ILLINOIS, }
COUNTY OF _____ } ss.

This instrument was filed for record on the _____ day of _____, 19_____, at _____ o'clock _____ M., and duly recorded in Book _____ Page _____ of the records of this office.

Circuit Clerk, Register of Deed

By _____ Deputy.

When Recorded Return to _____

LEADER, Bridgeport, Illinois

530
R. R. #2

Chyllis Small, R.S.C.

WHEREAS, the undersigned, Ronald L. Stoltz, of Sumner, Illinois, is the present owner of the following described Oil and Gas Leases covering lands in Spencer County, Indiana, to-wit:

One pair: assign. when the
 with N
 Cope,
 real e

Lease No. 2.

Oil and Gas Lease dated April 23, 1985, from Nancy Young, as Lessor, to Ronald L. Stoltz, as Lessee, recorded in Book 55 at page 289 of the Records of the Spencer County Recorder's Office, leasing her one-half interest in 15 acres, more or less.

Lease No. 3.

Oil and Gas Lease dated April 23, 1985, from Crete Hill, as Executrix of the Estate of Ralph E. Cope, deceased, as Lessor, to Ronald L. Stoltz, as Lessee, recorded in Book 55 at page 287 of the Records of the Spencer County Recorder's Office, leasing the estate's one-half interest in 15 acres, more or less.

WHEREAS, Lease No. 2 and No. 3 contain the same real estate
Anny Young and Crete Hill, Executrix of the Estate of Ralph E.
Deceased, each owning an undivided one-half interest in the
state.

WHEREAS, Lease No. 1 contains the following pooling provision:

"Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were

INSTRUMENT # 86-1857 Recorded this
28 day of May, 19 86, at
2:40 A M. in Record No. 58
Page 48

Phyllis Small Felt

See Amendment of Declaration of Pooling Record No. 59 pg. 13

included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved."

WHEREAS, Lease No. 2 and Lease No. 3 contain the following pooling provision:

"Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of the Lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises, such pooling to be into a unit or units not exceeding 40 acres each, except that in cases where it may be necessary or convenient to conform a unit to survey subdivisions such unit may contain not to exceed 43 acres. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, Lessee shall be under no obligation whatsoever, express or implied, to drill more than one well to each such unitized tract, regardless of when, where or by whom offset wells may be drilled."

WHEREAS, each of the three Leases cover the following acreage:

Lease No. 1.

West side of the Northeast quarter of the Southeast quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West, containing 15 acres, more or less.

Lease No. 2 and No. 3.

A part of the Northwest quarter of the Southeast quarter containing 15 acres, more or less, of Section Thirty (30), Township Seven (7) South, Range Six (6) West.

WHEREAS, it is the desire of Ronald L. Stoltz, to hereby and as of this date exercise the right and power to pool and combine the acreage or portions of the acreage covered by said leases into one pooled unit consisting of land in Spencer County, Indiana, containing 10 acres, more or less, and it is the judgment of the undersigned, Ronald L. Stoltz, that it is necessary or advisable to do so in order to properly develop and operate said premises in compliance with the spacing rules of the lawful authority of the State of Indiana, having jurisdiction in the premises, and that to do so would promote the conservation of oil and gas in and under and that may be produced from said pooled unit.

WHEREAS, it is the desire of Ronald L. Stoltz to pool 2.67 acres out of Lease No. 1, which said acreage is described as follows:

Lease No. 1.

A part of the Northwest quarter of the Southeast quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West.

Beginning at the southeast corner of the northwest quarter of the southeast quarter of Section 30, Township 7 South, Range 6 West, thence North 660 feet; thence West 176 feet; thence South 660 feet; thence East 176 feet, containing 2.67 acres.

and to pool 7.33 acres out of Lease No. 2 and No. 3, which acreage is described as follows:

Lease No. 2 and No. 3.

A part of the Northwest quarter of the Southeast quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West.

Beginning at the southwest corner of the east half of the northwest quarter of the southeast quarter of Section 30, Township 7 South, Range 6 West, thence East 484 feet; thence North 660 feet; thence West 484 feet; thence South 660 feet to the place of beginning, containing 7.33 acres.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Ronald L. Stoltz, pursuant to the rights and powers granted and contained in the Oil and Gas Leases

above-described, does hereby pool and unitize said leases as to the following described lands located in Spencer County, Indiana, to-wit:

Lease No. 1.

A part of the Northwest quarter of the Southeast quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West.

Beginning at the southeast corner of the northwest quarter of the southeast quarter of Section 30, Township 7 South, Range 6 West, thence North 660 feet; thence West 176 feet; thence South 660 feet; thence East 176 feet, containing 2.67 acres.

Lease No. 2 and No. 3.

A part of the Northwest quarter of the Southeast quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West.

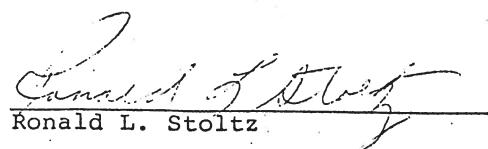
Beginning at the southwest corner of the east half of the northwest quarter of the southeast quarter of Section 30, Township 7 South, Range 6 West, thence East 484 feet; thence North 660 feet; thence West 484 feet; thence South 660 feet to the place of beginning, containing 7.33 acres.

containing in all 10 acres, more or less. Said acreage will be known as the Cope/Axton/Hoge Community #1. Ronald L. Stoltz does hereby declare that said pooling and the creation of said pooled unit, as evidenced and effected by this instrument, shall have all the effects provided in each of the said Oil and Gas Leases. A plat of said "Declaration Of Pooling Of Oil And Gas Leases" is attached hereto and marked Exhibit "A".

POOLED ACREAGE AND PERCENT OF ROYALTY

Robert and Judy Hoge -----	2.67 acres being .267 of 1/8 of each Royalty payment
Nancy Young -----	undivided 1/2 interest of 7.33 acres being .3665 of 1/8 of each Royalty payment
Crete Hill, Executrix of ----- Estate of Ralph E. Cope	undivided 1/2 interest of 7.33 acres being .3665 of 1/8 of each Royalty payment

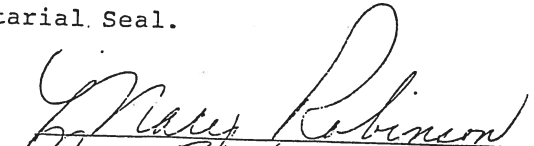
IN WITNESS WHEREOF, the party has hereto set his hand and seal this 26 day of April, 1985.


Ronald L. Stoltz

STATE OF INDIANA)
) SS:
COUNTY OF SPENCER)

Before me, the undersigned, a Notary Public in and for said County and State, on this 26 day of April, 1985, personally appeared Ronald L. Stoltz and acknowledged the execution of the Declaration Of Pooling Of Oil And Gas Leases.

WITNESS, my hand and Notarial Seal.


MARY ROBINSON Notary Public

A resident of Spencer County,
Indiana.

My Commission Expires:

Jan. 29, 1989

This instrument prepared by Robert S. Wagoner, Wagoner, Ayer and Hargis, 104 South Third Street, Rockport, Indiana 47635.

See assign Rec 61 Pg. 697

AMENDMENT OF DECLARATION OF POOLING
OF OIL AND GAS LEASES

INSTRUMENT # 87-1876 Recorded this
26 day of May, 1987, at
4:30 P. M. in Record No. 59
Page 13

Louise Jallott

WHEREAS, on April 26, 1985, Ronald L. Stoltz executed an instrument entitled "Declaration Of Pooling Of Oil And Gas Leases", covering three (3) Oil and Gas Leases located in Spencer County, Indiana, said Declaration Of Pooling Of Oil And Gas Leases, appearing of record in Book 58, at Page 48, in the Spencer County Recorder's Office; and

WHEREAS, on May 27, 1986, Robert Hoge and Judy Hoge executed an instrument entitled "Correction Of Description In Oil And Gas Lease", which appears of record in Book 58, at Page 47, in the Spencer County Recorder's Office; and

WHEREAS, said Declaration Of Pooling Of Oil And Gas Leases did not refer to and incorporate said Correction Of Description In Oil And Gas Lease; and

WHEREAS, the undersigned is the owner of the leasehold estates which are included within said Declaration Of Pooling Of Oil And Gas Leases.

NOW, THEREFORE, the undersigned, Ronald L. Stoltz, does hereby amend said Declaration Of Pooling Of Oil And Gas Leases, dated April 26, 1985, appearing of record in Book 58, at Page 48, in the Spencer County Recorder's Office, by adding the following language under the heading "Lease No. 1" on Page 1 of said Declaration Of Pooling Of Oil And Gas Leases:

The description in said Oil and Gas Lease was corrected by instrument entitled "Correction Of Description In Oil And Gas Lease", dated May 27, 1986, executed by Robert H. Hoge and Judy Hoge, appearing of record in Book 58, at Page 47, in the Spencer County Recorder's Office.

Said Declaration Of Pooling Of Oil And Gas Leases, dated April 26, 1985, appearing of record in Book 58, at Page 48, is further amended by deleting the last three (3) lines on Page 2 thereof, which state:

West side of the Northeast Quarter of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, containing 15 acres, more or less.

And by inserting in place and instead thereof, the following:

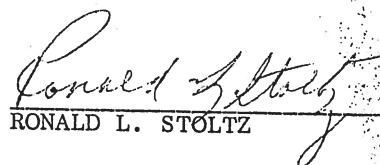
Ten (10) acres off the West side of the Northeast Quarter of the Southeast Quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West;

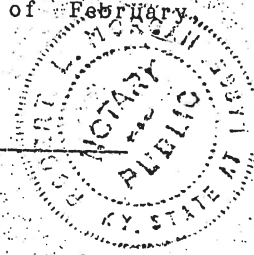
Five (5) acres off of the East side of the Northwest Quarter of the Southeast Quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West;

Containing in all Fifteen (15) acres, more or less.

All other terms and conditions of said original Declaration Of Pooling Of Oil And Gas Leases not herein expressly amended, altered or changed are ratified as fully as those set forth in full hereinbelow.

IN TESTIMONY WHEREOF, witness my hand this 20th day of February, 1987.

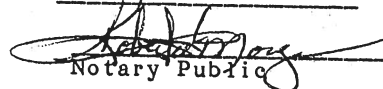

RONALD L. STOLTZ



STATE OF ^{Ky}INDIANA)
COUNTY OF Daviess)

Before me, a Notary Public, this 22nd day of June, 1987, Ronald L. Stoltz acknowledged the execution of the annexed Amendment Of Pooling Of Oil And Gas Leases.

My commission expires: 11-30-87


Notary Public

See assign Rec 61 Pg. 697

INSTRUMENT # 87-1876 Recorded this
26 day of May, 1987, at
10:30 A. M. in Record No. 59

AMENDMENT OF DECLARATION OF POOLING
OF OIL AND GAS LEASES

Louise Salhatt

WHEREAS, on April 26, 1985, Ronald L. Stoltz executed an instrument entitled "Declaration Of Pooling Of Oil And Gas Leases", covering three (3) Oil and Gas Leases located in Spencer County, Indiana, said Declaration Of Pooling Of Oil And Gas Leases, appearing of record in Book 58, at Page 48, in the Spencer County Recorder's Office; and

WHEREAS, on May 27, 1986, Robert Hoge and Judy Hoge executed an instrument entitled "Correction Of Description In Oil And Gas Lease", which appears of record in Book 58, at Page 47, in the Spencer County Recorder's Office; and

WHEREAS, said Declaration Of Pooling Of Oil And Gas Leases did not refer to and incorporate said Correction Of Description In Oil And Gas Lease; and

WHEREAS, the undersigned is the owner of the leasehold estates which are included within said Declaration Of Pooling Of Oil And Gas Leases.

NOW, THEREFORE, the undersigned, Ronald L. Stoltz, does hereby amend said Declaration Of Pooling Of Oil And Gas Leases, dated April 26, 1985, appearing of record in Book 58, at Page 48, in the Spencer County Recorder's Office, by adding the following language under the heading "Lease No. 1" on Page 1 of said Declaration Of Pooling Of Oil And Gas Leases:

The description in said Oil and Gas Lease was corrected by instrument entitled "Correction Of Description In Oil And Gas Lease", dated May 27, 1986, executed by Robert H. Hoge and Judy Hoge, appearing of record in Book 58, at Page 47, in the Spencer County Recorder's Office.

Said Declaration Of Pooling Of Oil And Gas Leases, dated April 26, 1985, appearing of record in Book 58, at Page 48, is further amended by deleting the last three (3) lines on Page 2 thereof, which state:

West side of the Northeast Quarter of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, containing 15 acres, more or less.

And by inserting in place and instead thereof, the following:

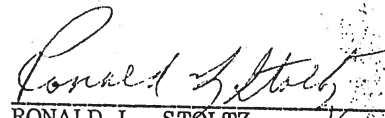
Ten (10) acres off the West side of the Northeast Quarter of the Southeast Quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West;

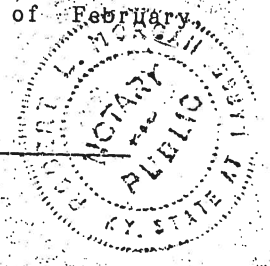
Five (5) acres off of the East side of the Northwest Quarter of the Southeast Quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West;

Containing in all Fifteen (15) acres, more or less.

All other terms and conditions of said original Declaration Of Pooling Of Oil And Gas Leases not herein expressly amended, altered or changed are ratified as fully as those set forth in full hereinbelow.

IN TESTIMONY WHEREOF, witness my hand this 20th day of February, 1987.

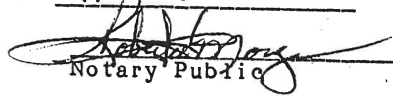

RONALD L. STOLTZ



STATE OF INDIANA)
COUNTY OF DeWitt)

Before me, a Notary Public, this 22nd day of June, 1987, Ronald L. Stoltz acknowledged the execution of the annexed Amendment Of Pooling Of Oil And Gas Leases.

My commission expires: 11-20-87


Notary Public

OIL AND GAS LEASE

assign Per 66 G. 621

" 6273

AGREEMENT, Made and entered into the

9월

November

original Rec Lde P 747

19 34 by and between

lessor. (whether one or more), and

...hereinafter called

WITNESSETH: That the said lessor, for and in consideration of 1.00 hereinafter called lessee: which is hereby acknowledged, and of the covenants and agreements hereinafter contained on DOLLARS cash in hand paid, the receipt of granted, demised, leased, and let, and by these presents does grant, demise, lease, and let unto the said lessee to be paid, kept and performed, has and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Spencer State of Indiana; described as follows, to-wit:

The West half of the Northwest Quarter of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, containing 20 acres, more or less, Except the following described tract. Beginning at the Northwest corner of the Southeast Quarter of Section 30 Township 7 South Range 6 West, thence East 16 rods thence South 15 rods thence West 16 rods Thence north 15 rods to the place of beginning containing 1.5 acres. in said Excepted and containing 19.5 Area. more or less after said Exception.

IT IS AGREED that this lease shall remain in force for a term of 90 days from this date, and as long there-
after as oil or gas, or either of them, is produced from said land by lessee. In consideration of the premises, the said L

1st. To deliver to the credit of lessor, free of cost into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline, a royalty of one-eighth (1/8) payable monthly at the prevailing market rate for gas; and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable quarterly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the 9th day of February, 1950, this lease shall terminate as to both parties. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term first mentioned.

If said 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 the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operations thereon except water from the wells of lessor.

When requested by lessor, lessee shall bury lessce's pipe line below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said lands.

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.

1-279
p 281
" Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of lessee, promote the conservation of the oil and gas and other minerals underlying and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved.

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of 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. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owners bears to the entire leased acreage.

Lessor hereby warrants and agrees to defend the title to the said lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof, and the undersigned lessors, for themselves, their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

See Assignment Rec 61 Pg. 87

" " "
"
" " "

690
692

INSTRUMENT # 84.3676 Recorded this
9 day of Nov 1984 at
10:50 A.m. In Record No. 53
 Page 663

Phyllis Small, R.D.C.

IN WITNESS WHEREOF WE SIGN, the date first above written.

..... (SEAL)

(SEAL)

. (SEAL)

..... (SEAL)

(SEAL)

(SEAL)

..... (SEAL)

(SEAL)

(SEAL)

Prepared by Ronald L. Smith

STATE OF INDIANA

SPENCER

COUNTY, } SS.

I, Mary Robinson

_____, a Notary Public, in and for said County, in the State
aforesaid, do hereby certify that Jeffrey E. Muse and Betty Muse

personally known to me to be the same person. S whose name S are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this 9th day of November

My commission expires January 29, 1985

Mary Robinson

Notary Public.

ACKNOWLEDGEMENT Resident, Spencer County, Ind.

STATE OF _____ }
_____ COUNTY, } SS.

COUNTY,

I

aforesaid, do hereby certify that _____, a Notary Public, in and for said County, in the State

personally known to me to be the same person, whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal of office, at _____, this _____ day of _____, 19____.

Notary Public in and for the State of _____

Given under my hand and Seal, this _____ day of _____, 19____
commission expires _____

My commission expires

Notary Public.

FORM FOR CORPORATION

STATE OF _____ }
COUNTY OF _____ } SS.

COUNTY OF

I

that _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify

-----, to me personally known as the president (or other officer) of ----- of
and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and ack-
nowledged ----- signing, sealing and delivering the said instrument as the free and voluntary act of said -----
(name of corporation) -----, for the consideration and purposes therein set forth, and that ----- was duly
authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 19 _____
 commission expires _____

My commission expires

Notary Public.

FORM FOR SIGNING BY MARK

STATE OF _____ }
COUNTY OF _____ } SS.

COUNTY OF

I

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed said instrument by _____ mark and sealed and delivered same as _____ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead; said instrument having been read to _____, _____ being a person unable to read or write.

IN WITNESS WHEREOF I _____

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 19 _____
commission expires _____

My commission expires

Notary Public.

His X Mark.

No. _____

OIL AND GAS LEASE

FROM 10357 TO 10357

Section 1 Township 10 N Range 10 E

No. Acres _____

County, _____

STATE OF _____ }
COUNTY OF _____ } SS.

This instrument was filed for record on the _____ day of _____ 19____, at _____ o'clock _____ M., and duly recorded in book _____ Page _____ of the records of this office.

RECORDER.

By _____ DEPUTY RECORDER.

When Recorded _____
Return to _____

5.50 *Chapman*
(4)

AGREEMENT made and entered into this 8th day of November, 1985
by and between Shiloh Church

party of the first part, hereinafter called lessor (whether one or more) and Ronald L. Stoltz of Sumner, Illinois

WITNESSETH, that the lessor, for and in consideration of One DOLLARS (\$ 1.00) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said lessee, his successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casing-head gas, casing-head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying pipe lines, telephones and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land, on said land for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structures thereon to produce, save and take care of products, and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the Township of Ohio County of Spencer State of Indiana described as follows, to wit:

Beginning at the Northwest corner of the Southeast quarter of Section 30, Township 7 South, Range 6 West, thence East 16 rods; thence South 15 rods; thence West 16 rods; thence North 15 rods to the place of beginning, containing 1.5 acres.

See Affidavit of Compliance Misc Rec 58 P. 336
See Assignment Rec 66 P 747

INSTRUMENT # 85-4362 Recorded this 12 day of November, 1985, at 10:10 A.M. in Record No. 57
Page 97
Phyllis Small, Rels.

of section Thirty (30) Township Seven (7) South Range Six (6) West
It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain 30 days.
It is agreed that this lease shall remain in force for a term of 30 days from this date and as long thereafter as oil, gas, casing-head gas, casing-head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that for injection purposes this lease shall continue in full force and effect only as to well or wells so used and the ten acres contiguous thereto.
In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.
2nd. To pay lessor one-eighth, at the market price at the well for the gas so used, 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 stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.
3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth, at the market price at the well for the gas so used for the time during which such gas shall be used, said payments to be made monthly.
If no well be commenced on said land on or before thirty (30) days from date hereof, this lease shall terminate as to both parties, unless the lessee, on or before that date shall pay to the lessor

to the lessor's credit in the Bank at
or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In a like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date.
Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid this lease shall terminate, as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as herein before provided. And it is agreed that upon resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.
If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.
Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.
When requested by the lessor, lessee shall bury its pipe lines below plow depth.
No well shall be drilled nearer than 200 feet to the house or barn on said premises, without the written consent of the lessor.
Lessee shall pay for the damage caused by its operation to growing crops on said lands.
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.
If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil and gas, or either them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein, first mentioned.
If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental 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 it is hereby agreed that, in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.
If the leased premises are now, or shall hereafter be, owned in severally or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among, and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided however, if the leased premises consist of two or more non-abutting tracts this paragraph shall apply separately to each such non-abutting tract and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease this paragraph shall be inoperative as to such portion so consolidated.
If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.
Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, if the judgment of the lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. In connection with the production of oil such pooling may be in a unit or units not exceeding 50 acres each. In connection with the production of gas such pooling may be in a unit or units not exceeding 640 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated, as if production is had from this lease, whether the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied, to drill more than one well to each such pooled tract, regardless of when, where or by whom offset wells may be drilled.
In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market, and if there is no apparent production or operation on said lands sufficient to keep this agreement in full force and effect, the LESSEE may pay as royalty Fifty Dollars (\$50.00) per year for each shut-in gas well, and such payment will be considered as if for gas. Such payment shall be paid or tendered to the LESSOR or to the depository bank to be specified by the LESSOR. No rental shall accrue as to the leased premises during any period covered by a shut-in gas payment as are credited against such advance payment.
Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.
The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.
Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rentals in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to the lessor at last known post office address.
It is agreed that the lessee shall have the right to store gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights lessee shall pay to lessor an annual rental of One Hundred Dollars (\$100.00) per well per year commencing with the date storage operations start and continuing for as long thereafter as said storage operations are utilized.
All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due or is the result of any such law, order, rule or regulation.

IN WITNESS WHEREOF WE SIGN, this the 8th day of November, 1985
William L. Miller, Trustee (SEAL) Naomi Burch, Trustee (SEAL)
Dorothy Horn, Trustee (SEAL) Dorothy Horn (SEAL)
This instrument was signed by Ronald L. Stoltz whose address is: Sumner, Illinois

STATE OF INDIANA)
SPENCER) COUNTY,

SS.

ACKNOWLEDGEMENT

I, Mary Robinson, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that William L. Miller, Dorothy Horn and Naomi Burch, Trustees of Shiloh Church, personally known to me to be the same person. S. whose name S. are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this day of November 1985.
My commission expires January 29, 1989.

Mary Robinson
Notary Public.

STATE OF)
COUNTY,

SS.

ACKNOWLEDGEMENT

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that personally known to me to be the same person. whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of the homestead and dower.

Given under my hand and Seal, this day of 19.
My commission expires Notary Public.

STATE OF)
County of)

SS.

FORM FOR SIGNING BY MARK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that personally known to me to be the person. whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed the instrument by h. mark and sealed and delivered same as h. free and voluntary act for the uses and purposes therein set forth, said instrument having been read to h., h. being a person. unable to read or write.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of 19.
My commission expires

Notary Public.

STATE OF)
COUNTY,

SS.

FORM FOR CORPORATION

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that to me personally known as the president (or other officer) of and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged this signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this day of 19.
My commission expires

Notary Public.

HARDIN-GRAYBILL PRINTERS, OWENSBORO, KY 42301

When Recorded
Return to

By

Deputy.

Register of Deeds.

Page of the records of this office.

o'clock. M., and duly recorded in book

day of 19, at

This instrument was filed for record on the

COUNTY OF)

SS.

STATE OF,)

County.

No. of Acres

Section Township Range

Date 19

TO

FROM

OIL AND GAS LEASE

No.

INSTRUMENT # 90-312 Recorded this
1 day of Feb., 1990 at
9:20 A. M. in Record No. 60
 Page 877

DECLARATION OF POOLING OF *Louise Jallott*
 OIL AND GAS LEASES *RSC*

THIS INDENTURE WITNESSETH THAT:

WHEREAS, the undersigned, Ronald L. Stoltz, of Sumner, Illinois, is the present owner of the following described Oil and Gas Leases covering lands in Spencer County, Indiana, to-wit:

Lease No. 1.

Oil and Gas Lease dated November 9, 1984, from Jeffrey E. Muse and Betty Muse, as Lessors, to Ronald L. Stoltz, as Lessee, recorded in Oil and Gas Lease Record 53, page 663 on the 9th day of November, 1984 in the office of the Recorder of Spencer County, Indiana, containing 18.5 acres, more or less.

Lease No. 2.

Oil and Gas Lease dated November 8, 1985 from Shiloh Church, by William L. Miller, Dorothy Horn and Naomi Burch, Trustees, as Lessor, to Ronald L. Stoltz, as Lessee, recorded in Oil and Gas Lease Record 57, page 97 on the 12th day of November, 1985 in the office of the Recorder of Spencer County, Indiana, containing 1.5 acres, more or less.

WHEREAS, Lease No. 1 contains the following pooling provision:

"Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved."

610.88
 " " P. 692

WHEREAS, Lease No. 2 contains the following pooling provision:

"Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of the lessee, promote the conservation of the oil and gas in, and under and that may be produced from said premises. In connection with the production of oil such pooling may be in a unit or units not exceeding 50 acres each. In connection with the production of gas such pooling may be in a unit or units not exceeding 640 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided lessee shall be under no obligation whatsoever, express or implied, to drill more than one well to each such unitized tract, regardless of when, where or by whom offset wells may be drilled."

WHEREAS, each of the leases covers the following acreage:

Lease No. 1.

The West half of the Northwest quarter of the Southeast quarter of Section 30, Township 7 South, Range 6 West, containing 20 acres, more or less, EXCEPT the following described tract: Beginning at the Northwest corner of the Southeast quarter of Section 30, Township 7 South, Range 6 West, thence East 16 rods, thence South 15 rods; thence West 16 rods; thence North 15 rods to the place of beginning, containing 1.5 acres in said EXCEPTION and containing 18.5 acres, more or less, after said exception.

Lease No. 2.

Beginning at the Northwest corner of the Southeast quarter of Section 30, Township 7 South, Range 6 West, thence East 16 rods; thence South 15 rods; thence West 16 rods; thence North 15 rods to the place of beginning, containing 1.5 acres.

WHEREAS, it is the desire of Ronald L. Stoltz, to hereby and as of this date exercise the right and power to pool and combine the acreage or portions of the acreage covered by said leases into one pooled unit consisting of land in Spencer County, Indiana, containing 10 acres, more or less, and it is the judgment of the undersigned, Ronald L. Stoltz, that it is necessary or advisable to do so in order to properly develop and operate said premises in compliance with the spacing rules of the lawful authority of the State of Indiana, having jurisdiction in the premises, and that to do so would promote the conservation of oil and gas in and under and that may be produced from said pooled unit.

WHEREAS, it is the desire of Ronald L. Stoltz to pool 8.5 acres out of Lease No. 1, which said acreage is described as follows:

Lease No. 1.

Beginning at the Northeast corner of the West half of the Northwest quarter of the Southeast quarter of Section 30, Township 7 South, Range 6 West, thence South 40 rods, thence West 40 rods, thence North 25 rods, thence East 16 rods, thence North 15 rods, thence East 24 rods, to the place of beginning, containing 8.5 acres, more or less.

and to pool 1.5 acres out of Lease No. 2, which acreage is described as follows:

Beginning at the Northwest corner of the Southeast quarter of Section 30, Township 7 South, Range 6 West, thence East 16 rods; thence South 15 rods; thence West 16 rods; thence North 15 rods to the place of beginning, containing 1.5 acres, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Ronald L. Stoltz, pursuant to the rights and powers granted and contained in the Oil and Gas Leases above-described, does hereby pool and unitize said leases as to the following described lands located in Spencer County, Indiana,

to-wit:

Lease No. 1.

Beginning at the Northeast corner of the West half of the Northwest quarter of the Southeast quarter of Section 30, Township 7 South, Range 6 West, thence South 40 rods, thence West 40 rods, thence North 25 rods, thence East 16 rods, thence North 15 rods, thence East 24 rods, to the place of beginning, containing 8.5 acres, more or less.

Lease No. 2.

Beginning at the Northwest corner of the Southeast quarter of Section 30, Township 7 South, Range 6 West, thence East 16 rods; thence South 15 rods; thence West 16 rods; thence North 15 rods to the place of beginning, containing 1.5 acres, more or less.

containing in all 10 acres, more or less. Said acreage will be known as the Muse/Shiloh Community #1. Ronald L. Stoltz does hereby declare that said pooling and the creation of said pooled unit, as evidenced and effected by this instrument, shall have all the effects provided in each of the said Oil and Gas Leases. A plat of said "Declaration of Pooling of Oil and Gas Leases" is attached hereto and marked Exhibit A.

POOLED ACREAGE AND PERCENT OF ROYALTY

Jeffrey E. Muse and
Betty Muse-----

8.5 acres, being .850 of
1/8 of each Royalty payment.

Shiloh Church-----

1.5 acres, being .150 of
1/8 of each Royalty payment.

IN WITNESS WHEREOF, Ronald L. Stoltz has hereunto set his hand and seal this 15 day of November, 1985.

Ronald L. Stoltz
Ronald L. Stoltz

STATE OF INDIANA)
) SS:
COUNTY OF SPENCER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 15 day of November 1985, personally appeared Ronald L. Stoltz and acknowledged the execution of the Declaration of Pooling Of Oil and Gas Leases.

WITNESS, my hand and Notarial Seal.

My Commission Expires:
Jan. 29, 1987.

Mary Robinson
Mary Robinson Notary Public
Resident, Spencer County, Indiana

This instrument prepared by Robert S. Wagoner, Wagoner, Ayer and Hargis, 104 South Third Street, Rockport, Indiana 47635.

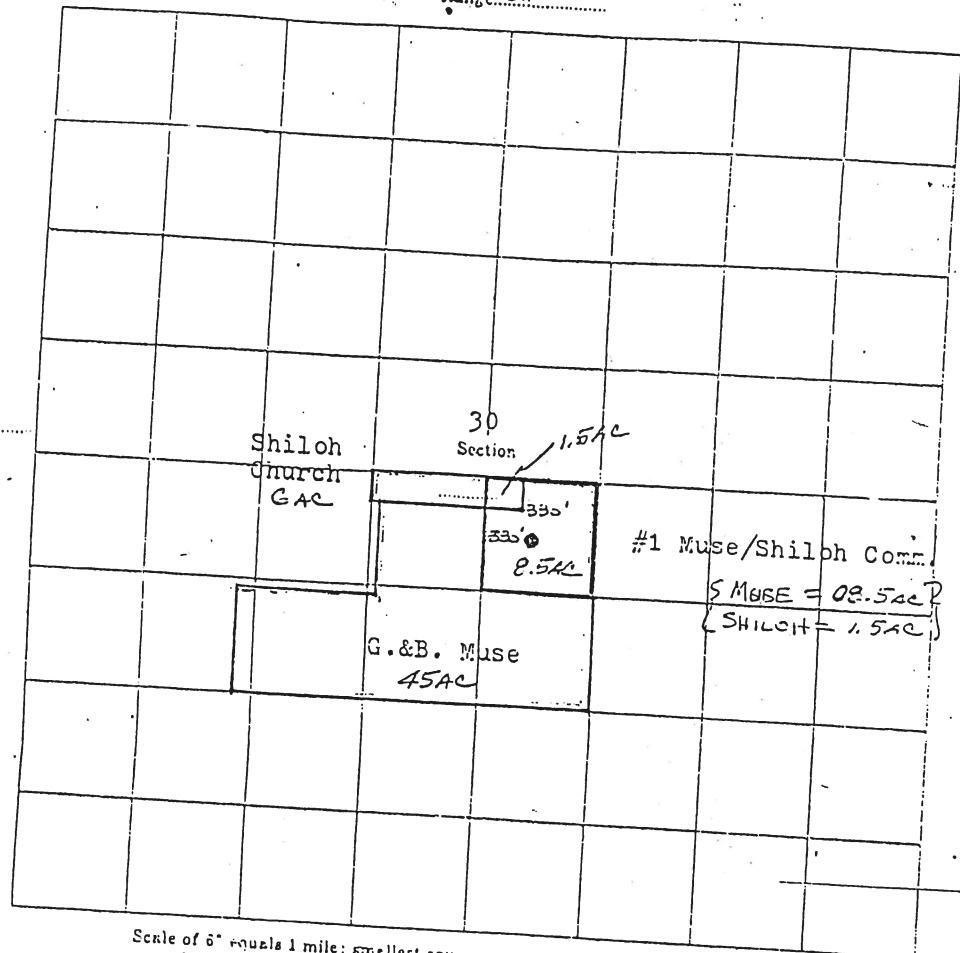
OUTLINE LEASED AREA ON PLAT AND SPOT WELL LOCATION;

Is proposed location within the limits of an incorporated city, village, town or state property? No

ELEVATION AT SURFACE OF WELL 452 feet METHOD OF DETERMINING ELEVATION
Topo Elevation

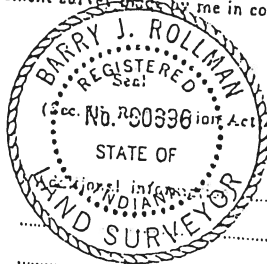
Range 6W

Twp. 7S



Scale of 6" equals 1 mile; smallest squares are 660' x 660', and contains 10 acres

I hereby certify that to the best of my knowledge and belief the proposed location of the above described well, fixed as the result of an instrument survey made by me in compliance with the requirements of the laws of Indiana, is truly and correctly set forth hereon.



Barry J. Rollman
Land Surveyor

80396
Give Indiana Registration
Number

5311 Memory Lane, Evansville, Indiana 47711
(Address)

• Proposed Location — Unit Boundary
— Property Boundary — Lease Boundary

EXHIBIT A.

Oil and Gas Lease

Short Form 88

AGREEMENT, Made and entered into the 2nd day of November, 1984, by and between Robert & Judy Hoge, Lessor (whether one or more), and Ronald J. Stutz, Jr., hereinafter called

WITNESSETH: That the said lessor, for and in consideration of \$100.00 DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of 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 mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Jasper, State of Indiana, described as follows, to-wit:

West Side NE 1/4 of the SE 1/4 of Sec 30 Town 7 South Range 6 West Containing 15 acres more or less.

INSTRUMENT # 84-3625 Recorded this 7 day of Nov, 1984 at 10:46 A.M. In Record No. 57 Page 1

Phyllis Small, R.O.C.

IT IS AGREED that this lease shall remain in force for a term of 9 mo. from date, after as oil or gas, or either of them, is produced from said land by lessee. In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost into tank reservoirs or into the pipe line to which lessee may connect wells on said land the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline, a royalty of one-eighth (1/8) payable monthly at the prevailing market rate for gas; and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time by making lessor's own connections with the well at lessor's own risk and expense.
3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable quarterly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the 2nd day of August, 1985, this lease shall terminate as to both parties. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term first mentioned.
If said 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 the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.
Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operations thereon except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe line below plow depth.
No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.
Lessee shall pay for damages caused by lessee's operations to growing crops on said lands.
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.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if produced from the pooled unit, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved.

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of 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. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owners bears to the entire leased acreage.

Lessor hereby warrants and agrees to defend the title to the said lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof, and the undersigned lessors, for themselves, their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

It being further agreed the lessor will restore surface to its original condition as near as possible. The location of Tanks & Entry shall be by mutual agreement.

IN WITNESS WHEREOF WE SIGN, the date first above written.

Robert H. Hoge (SEAL) Judy Hoge (SEAL) Ronald J. Stutz, Jr. (SEAL)

Prepared by Ronald J. Stutz, Jr.

Copy made using Reg. 58-747 Doc. 57-48

See recording of recording royalty Dec. 5-79-344

OIL AND GAS LEASE
Indiana Form

AGREEMENT made and entered into this

30th

day of

August

19 87

by and between

James M. Holland and Carrie W. Holland

party of the first part, hereinafter called lessor (whether one or more) and

Ronald L. Stolz of Sumner, ILL

62466

party of the second part, hereinafter called lessee

WITNESSETH, that the lessor, for and in consideration of Ten DOLLARS (\$ 10.00) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casing-head gas, casing-head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying pipe lines, telephones and telegraph lines, tanks, power houses, stations, gasoline pumps and roadways and fixtures for producing, treating and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of and/or jointly with neighboring land, on said land for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structures thereon to produce, save and take care of products

injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the Township of

Ohio

County of

Spencer

State of

Ind.

described as follows, to wit

Fifteen (15) acres off the West side of a 30 acre tract off the east side of the Northeast quarter of the Southeast quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West.

Subject to all legal highways, easements and rights-of-way

of section 30 Township 7 South Range 6 West

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain 15 acres

It is agreed that this lease shall remain in force for a term of 90 days from this date and as long thereafter as oil, gas, casing-head gas, casing-head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that for injection purposes this lease shall continue in full force and effect only as to well or wells so used and the ten acres contiguous thereto

In consideration of the premises the said lessee covenants and agrees

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks

2nd. To pay lessor one-eighth, at the market price at the well for the gas so used, 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 stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing head gas, one-eighth, at the market price at the well for the gas so used for the time during which such gas shall be used, said payments to be made monthly

If no well be commenced on said land on or before 90 days from date hereof, this lease shall terminate as to both parties

It is further agreed that the lessor covenants and agrees to execute and record a deed of conveyance to the lessee, its heirs, assigns, administrators, successors or assigns, of the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casing-head gas, casing-head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying pipe lines, telephones and telegraph lines, tanks, power houses, stations, gasoline pumps and roadways and fixtures for producing, treating and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of and/or jointly with neighboring land, on said land for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structures thereon to produce, save and take care of products

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor

When requested by the lessor, lessee shall bury its pipe lines below plow depth

No well shall be drilled nearer than 200 feet to the house or barn on said premises, without the written consent of the lessor.

Lessee shall pay for the damage caused by its operation to growing crops on said lands.

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

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil and gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein, first mentioned

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment of a true copy thereof, and it is hereby agreed in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental

If the leased premises are now or shall hereafter be, owned in severality or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as two or more non-abutting tracts this paragraph shall apply separately to each such non-abutting tract and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease this paragraph shall be inoperative as to such portion so consolidated

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of the lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. In connection with the production of oil such pooling may be in a unit or units not exceeding 50 acres each. In connection with the production of gas such pooling may be in a unit or units not exceeding 320 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated, as if production is had from this lease, whether the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied, to drill more than one well to each such unitized tract, regardless of when, where or by whom offset wells may be drilled.

In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market, and if there is no apparent production or operation on said lands sufficient to keep this agreement in full force and effect, the LESSEE may pay as royalty Fifty Dollars (\$50.00) per year for each shut-in gas well, and such payment will be considered as if for gas. Such payment shall be paid or tendered to the LESSOR or to the depository bank to be specified by the LESSOR. No rental shall accrue as to the leased premises during any period covered by a shut-in gas payment as be credited against such advance payment.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rentals in any National Bank located in same county with first named bank. Due notice of the deposit of such rental to be mailed to the lessor at last known post office address

It is agreed that the lessee shall have the right to store gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights lessee shall pay to lessor an annual rental of One Hundred Dollars (\$100.00) per well per year commencing with the date storage operations start and continuing for as long thereafter as said storage operations are utilized

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due or is the result of any such law, order, rule or regulation

IN WITNESS WHEREOF WE SIGN, this the

30th

day of

August

19 87

James M. Holland
Carrie W. Holland

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

This instrument was prepared by

Wagoner, Ayer & Hargis

whose address is

104 S. Third St., Rockport, IN 47635

STATE OF INDIANA)
SPENCER)
COUNTY,)

SS.

ACKNOWLEDGEMENT

I, Becky Hunter, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that James M. Holland and Carrie W. Holland

personally known to me to be the same person S. whose name S. are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this 30th day of August, 1987
My commission expires Oct. 15, 1987

Becky Hunter
Notary Public.

STATE OF)
COUNTY,)

SS.

ACKNOWLEDGEMENT

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of the homestead and dower.

Given under my hand and Seal, this day of 19
My commission expires Notary Public.

STATE OF)
County of)

SS.

FORM FOR SIGNING BY MARK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed the instrument by his mark and sealed and delivered same as his free and voluntary act for the uses and purposes therein set forth, said instrument having been read to him, being a person unable to read or write.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of 19
My commission expires Notary Public.

County, Her His X Mark

STATE OF)
COUNTY,)

SS.

FORM FOR CORPORATION

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that of

to me personally known as the president (or other officer) of and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged this signing, sealing and delivering the said instrument as the free and voluntary act of said

(name of corporation), for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this day of 19
My commission expires Notary Public.

No.	
OIL AND GAS LEASE	
FROM	
TO	
Date	19
Section Township Range	
No. of Acres	
County	
STATE OF	SS.
COUNTY OF	
This instrument was filed for record on the day of 19 at o'clock M., and duly recorded in book Page of the records of this office.	
By	Register of Deeds.
	Deputy.
When Recorded Return to	
HARDIN-GRAVILL PRINTERS, OWENSBORO, KY 42301	

DECLARATION OF POOLING OF
OIL AND GAS LEASES

THIS INDENTURE WITNESSETH THAT:

WHEREAS, the undersigned, RONALD L. STOLZ, of Sumner, Illinois, is the present owner of the following described Oil and Gas Leases covering lands in Spencer County, Indiana, to-wit:

Lease No. 1.

Oil and Gas Lease dated November 2, 1984, from Robert and Judy Hoge, as Lessors, to Ronald L. Stolz, as Lessee, recorded in Oil and Gas Lease Record 53, page 661, on the 9th day of November, 1984, in the Office of the Recorder of Spencer County, Indiana, containing 15 acres, more or less. Said description in aforementioned lease was corrected by Instrument recorded on the 28th of May, 1986, in Oil and Gas Lease Record 58, page 47, in the Office of Recorder of Spencer county, Indiana.

Lease No. 2.

Oil and Gas Lease dated August 30, 1987, from James M. Holland and Carrie W. Holland, as Lessors, to Ronald L. Stolz, as Lessee, recorded in Oil and Gas Lease Record 59, page 214, on the 2nd day of September, 1987, in the Office of the Recorder of Spencer County, Indiana, containing 15 acres, more or less.

WHEREAS, Lease No. 1 contains the following pooling provision:

"Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved."

INSTRUMENT # 87-3585 Recorded this
19 day of Dec 1987 at
9:30 AM. in Record No. 29
Page 263

Louise Talbott
R.S.S.

60 5-380
60 0-382
62 0-5-

WHEREAS, Lease No. 2 contains the following pooling provision:

"Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of the lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. In connection with the production of oil such pooling may be in a unit or units not exceeding 50 acres each. In connection with the production of gas such pooling may be in a unit or units not exceeding 320 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated for all purposes except the payment of royalties on production from the pooled unit as if it were included in this lease. If production is found on the pooled acreage, it shall be treated, as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied, to drill more than one well to each such utilized tract, regardless of when, where or by whom offset wells may be drilled."

WHEREAS, each of the leases covers the following acreage:

Lease No. 1.

Ten (10) acres off the West side of the Northeast Quarter of the Southeast Quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West;

Five (5) acres off the East side of the Northwest Quarter of the Southeast Quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West.

Containing in all Fifteen (15) acres, more or less.

Lease No. 2.

Fifteen (15) acres off the West side of a 30 acre tract off the east side of the Northeast quarter of the Southeast quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West. Subject to all legal highways, easements and rights-of-way.

WHEREAS, it is the desire of RONALD L. STOLZ, to hereby and as of this date exercise the right and power to pool and combine the acreage or portions of the acreage covered by said leases into one pooled unit consisting of land in Spencer County, Indiana, containing 10 acres, more or less, and it is the judgment of the undersigned, Ronald L. Stolz, that it is necessary or advisable to do so in order to properly develop and operate said premises in compliance with the spacing rules of the lawful authority of the State of Indiana, having jurisdiction in the premises, and that to do so would promote the conservation of oil and gas in and under and that may be produced from said pooled unit.

WHEREAS, it is the desire of Ronald L. Stolz to pool five (5) acres out of Lease No. 1, which said acreage is described as follows:

Lease No. 1.

Beginning at the Southwest corner of the Northeast quarter of the Southeast quarter of Section 30, Township 7 South, Range 6 West; thence East 330 feet; thence North 660 feet; thence West 330 feet; thence South 660 feet to the point of beginning, containing five (5) acres, more or less.

and to pool five (5) acres out of Lease No. 2, which acreage is described as follows:

Lease No. 2.

Beginning 330 feet East of the Southwest corner of the Northeast quarter of the Southeast quarter of Section 30, Township 7 South, Range 6 West; thence East 330 feet; thence North 660 feet; thence West 330 feet; thence South 660 feet to the point of beginning, containing five (5) acres, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Ronald L. Stolz, pursuant to the rights and powers granted and contained in the Oil and Gas Leases above-described, does hereby pool and unitize said leases as to the following described lands located in Spencer County, Indiana, to-wit:

Lease No. 1.

Beginning at the Southwest corner of the North-east quarter of the Southeast quarter of Section 30, Township 7 South, Range 6 West; thence East 330 feet; thence North 660 feet; thence West 330 feet; thence South 660 feet to the point of beginning, containing five (5) acres, more or less.

Lease No. 2.

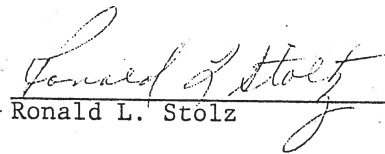
Beginning 330 feet East of the Southwest corner of the Northeast quarter of the Southeast quarter of Section 30, Township 7 South, Range 6 West; thence East 330 feet; thence North 660 feet; thence west 330 feet; thence South 660 feet to the point of beginning, containing five (5) acres, more or less.

containing in all ten (10) acres, more or less. Said acreage will be known as the Hoge/Holland Community #1. Ronald L. Stolz does hereby declare that said pooling and the creation of said pooled unit, as evidenced and effected by this instrument, shall have all the effects provided in each of the said Oil and Gas Leases. A plat of said "Declaration of Pooling of Oil and Gas Leases" is attached hereto and marked Exhibit "A".

POOLED ACREAGE AND PERCENT OF ROYALTY

Robert & Judy Hoge-----	5 acres, being .50 of 1/8 of each Royalty payment.
James M. Holland and Carrie W. Holland -----	5 acres, being .50 of 1/8 of each Royalty payment.

IN WITNESS WHEREOF, Ronald L. Stolz has hereunto set his hand and seal this 15th day of October, 1987.

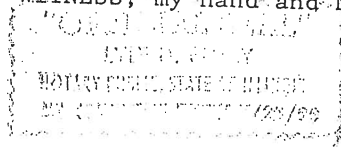


Ronald L. Stolz

STATE OF INDIANA)
) SS:
COUNTY OF SPENCER)

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of October, 1987, personally appeared Ronald L. Stolz and acknowledged the execution of the Declaration of Pooling of Oil and Gas Leases.

WITNESS, my hand and Notarial Seal.



My Commission Expires:

7/23/90

Laurel C. Lel
Notary Public
RR #3, Summer, Ind.

Laurel C. Lel
Resident of Spencer County, Ind.
RR #3, Summer, IN

This instrument prepared by Eric K. Ayer; Wagoner, Ayer and Hargis
104 S. Third St., Rockport, Ind. 47635.

- To be completed by surveyor.
- Clearly indicate the section, township, and range on the survey.
- Use the surveyors notes to explain deviations from a standard location such as topography, irregular, correctional or fractional sections, military donations and surveys.
- OIL, GAS AND GEOLOGICAL OR STRUCTURE TEST WELLS:
 - Outline leased area, drilling unit allotment, and spot well location.
 - Use a scale of 6" = 1 mile.
- ALL OTHER WELL APPLICATIONS:
 - Outline leased area and spot well location.
 - Draw ½ mile radius from proposed well and spot all other drilling, temporarily-abandoned or unplugged wells not operated by the applicant within the radius.
 - Use a scale of 3" = 1 mile.

[illegible]

I hereby certify that to the best of my knowledge and belief the proposed location of the above described well, fixed as the result of an instrument survey made by me in compliance with the requirements of the law of Indiana, is truly and correctly set forth hereon.

Signature of registered Indiana land surveyor 	Date signed (Month, day, year) 9/12/87
Address (Street, city, state, ZIP code) P.O. Box 362, Owensboro, KY 42302	Phone number 502-1-684-16226
Indiana Registration number or date of Commission approval 30249	

Affix surveyors' seal to the left (Required by Section 16, Registration Act).

Exhibit A

EXHIBIT "A"

OIL AND GAS LEASE
Indiana Form

AGREEMENT made and entered into this

30th

day of

August

19 87

by and between

James M. Holland and Carrie W. Holland

party of the first part, hereinafter called lessor (whether one or more) and

Ronald L. Stolz of Summer, ILL 62466

party of the second part, hereinafter called lessee

WITNESSETH, that the lessor, for and in consideration of Ten Dollars (\$ 10.00) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casing-head gas, casing-head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying pipe lines, telephones and telegraph lines, tanks, power houses, stations, gasoline and other poles and roadways and fixtures for producing, treating and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economic operation and/or for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structures thereon to produce, save and take care of products and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the Township of Ohio County of Spencer State of Ind. described as follows to wit:

Fifteen (15) acres off the West side of a 30 acre tract off the east side of the Northeast quarter of the Southeast quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West.

Subject to all legal highways, easements and rights-of-way

of section 30 Township 7 South Range 6 West

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain 15 acres

It is agreed that this lease shall remain in force for a term of 90 days from this date and as long thereafter as oil, gas, casing-head gas, casing-head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that for injection purposes this lease shall continue in full force and effect only as to well or wells so used and the ten acres contiguous thereto.

In consideration of the premises the said lessee covenants and agrees

1st To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd To pay lessor one-eighth, at the market price at the well for the gas so used, 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 stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing head gas, one-eighth, at the market price at the well for the gas so used for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before 90 days from date hereof, this lease shall terminate as to both parties.

~~It is further agreed that this lease shall remain in force for a term of 90 days from this date and as long thereafter as oil, gas, casing-head gas, casing-head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that for injection purposes this lease shall continue in full force and effect only as to well or wells so used and the ten acres contiguous thereto.~~

~~If no well be commenced on said land on or before 90 days from date hereof, this lease shall terminate as to both parties.~~

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

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

No well shall be drilled nearer than 200 feet to the house or barn on said premises, without the written consent of the lessor.

Lessee shall pay for the damage caused by its operation to growing crops on said lands.

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.

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil and gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein, first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental 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 it is hereby agreed in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

If the leased premises are now or shall hereafter be, owned in severality or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among, and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided, however, if the leased premises consist of two or more non-abutting tracts this paragraph shall apply separately to each such non-abutting tract and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease this paragraph shall be inoperative as to such portion so consolidated.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of the lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. In connection with the production of oil such pooling may be in a unit or units not exceeding 50 acres each. In connection with the production of gas such pooling may be in a unit or units not exceeding 220 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the amount of the consolidated tract as one lease this paragraph shall be inoperative as to such portion so consolidated.

In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market, and if there is no apparent production or operation on said lands sufficient to keep this agreement in full force and effect, the LESSEE may pay as royalty Fifty Dollars (\$50.00) per well for each shut-in gas well, and such payment will be considered as if for gas. Such payment shall be paid or tendered to the LESSOR or to the depository bank to be specified by the LESSOR, within ninety (90) days following the completion of the well or the cessation of a market here provided. The shut-in gas payments herein provided for shall be considered advance royalties, and production from the leased premises during any annual period covered by a shut-in gas payment as be credited against such advance payment.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described inssofar as said rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rentals in any National Bank located in same county with first named bank. Due notice of the deposit of such rental to be mailed to the lessor at last known post office address.

It is agreed that the lessee shall have the right to store gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights lessee shall pay to lessor an annual rental of One Hundred Dollars (\$100.00) per well per year commencing with the date storage operations start and continuing for as long thereafter as said storage operations are utilized.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities and this lease shall not be terminated in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due or is the result of any such law, order, rule or regulation.

IN WITNESS WHEREOF WE SIGN, this the

30th

day of

August

1987

James M. Holland
Carrie W. Holland

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

This instrument was prepared by Wagoner, Ayer & Hargis

whose address is 104 S. Third St., Rockport, IN 47635

STATE OF INDIANA)
SPENCER)
COUNTY)

SS.

ACKNOWLEDGEMENT

I, Becky Hunter, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that James M. Holland and Carrie W. Holland

personally known to me to be the same person S whose name S are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this 30th day of August, 1987
My commission expires Oct. 15, 1987

Becky Hunter

Notary Public

STATE OF)
COUNTY)

SS.

ACKNOWLEDGEMENT

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of the homestead and dower.

Given under my hand and Seal, this day of, 19
My commission expires Notary Public.

STATE OF)
County of)

SS.

FORM FOR SIGNING BY MARK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed the instrument by mark and sealed and delivered same as free and voluntary act for the uses and purposes therein set forth, said instrument having been read to him, being a person unable to read or write.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of, 19
My commission expires Notary Public.

County, Her His X Mark

STATE OF)
COUNTY)

SS.

FORM FOR CORPORATION

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that of

to me personally known as the president (or other officer) of and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged this signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this day of, 19
My commission expires Notary Public.

No.

OIL AND GAS LEASE

FROM

TO

Date, 19

Section, Township, Range

No. of Acres, County

STATE OF,)
COUNTY OF,)
SS.

This instrument was filed for record on the day of, 19, at o'clock, M., and duly recorded in book Page of the records of this office.

Register of Deeds.

By Deputy.

When Recorded Return to

OIL AND GAS LEASE
Indiana Form

AGREEMENT made and entered into this 10th day of April 1988
by and between ARTHUR N. HAYDEN and DELOIS HAYDEN, husband and wife

party of the first part, hereinafter called lessor (whether one or more) and Ronald Stoltz of Sumner, Illinois

party of the second part, hereinafter called lessee

WITNESSETH, that the lessor, for and in consideration of One DOLLARS (\$ 1.00) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casing head gas, casing head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata with rights of way and easements for laying pipe lines, telephones and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land, on said land for the production of oil, gas, casing head gas, casing head gasoline, and erection of structures thereon to produce, save and take care of products.

and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the Township of Ohio County of Spencer State of Indiana described as follows, to wit:

See attached Exhibit "A" for description of real estate

INSTRUMENT # 88-2338 Recorded this
27 day of July 1988 at
9:30 AM in Record No. 39
Page 803

Louise Jallott RSC

of section 30 Township 7 South Range 6 West

It being intended by and between the parties to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain 10.02 acres.

It is agreed that this lease shall remain in force for a term of 90 DAYS from this date and as long thereafter as oil, gas, casing head gas, casing head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that for injection purposes this lease shall continue in full force and effect only as to well or wells so used and the ten acres contiguous thereto.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks;

2nd. To pay lessor one-eighth, at the market price at the well for the gas so used, 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 stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing head gas, one-eighth, at the market price at the well for the gas so used for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before SEP 1 - 1988 from date hereof, this lease shall terminate as to both parties, unless the lessee shall commence operations on or before SEP 1 - 1988.

to be in full force and effect

~~XXXXX~~

On the premises where the well is drilled, the lessee shall maintain a record of the production of oil, gas, casing head gas, casing head gasoline, and the amount of water, brine and other fluids injected into the subsurface strata, and shall keep the same in a book or books, and shall make the same available for inspection by the lessor or his agent at any time.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid this lease shall terminate, as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as herein before provided. And it is agreed that upon resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

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

No well shall be drilled nearer than 200 feet to the house or barn on said premises, without the written consent of the lessor.

Lessee shall pay for the damage caused by its operation to growing crops on said lands.

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.

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well in connection with reasonable diligence and dispatch, and if oil and gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental 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 it is hereby agreed that, in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

If the leased premises are now, or shall hereafter be, owned in severality or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among, and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided however, if the leased premises consist of two or more non-abutting tracts this paragraph shall apply separately to each such non-abutting tract and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease this paragraph shall be inoperative as to such portion so consolidated.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of the lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. In connection with the production of oil such pooling may be in a unit or units not exceeding 50 acres each. In connection with the production of gas such pooling may be in a unit or units not exceeding 320 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated, as if production is had from this lease, whether the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied, to drill more than one well to each such unitized tract, regardless of when, where or by whom offset wells may be drilled.

In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market, and if there is no apparent production or operation on said lands sufficient to keep this agreement in full force and effect, the LESSEE may pay as royalty Fifty Dollars (\$50.00) per year for each shut in gas well, and such payment will be considered as if for gas. Such payment shall be paid or tendered to the LESSOR or to the depository bank to be specified by the LESSOR. No rental shall accrue as to the leased premises during any period covered by a shut-in gas payment as herein provided. The shut-in gas payments herein provided for shall be considered advance royalties, and production from the leased premises during any annual period for which shut-in gas rental or royalty has been paid may be credited against such advance payment.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rentals in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to the lessor at last known post office address.

It is agreed that the lessee shall have the right to store gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights lessee shall pay to lessor an annual rental of One Hundred Dollars (\$100.00) per well per year commencing with the date storage operations start and continuing for as long thereafter as said storage operations are utilized.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due or is the result of any such law, order, rule or regulation.

IN WITNESS WHEREOF WE SIGN, this the

1st day of April 1988

Arthur N. Hayden

(SEAL)

Delois Hayden

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Wagoner, Aver & Harcig

STATE OF Kentucky
COUNTY OF Henderson) SS.

ACKNOWLEDGMENT TO THE LEASE

I, Ruth Ann Bumpus County Court Clerk,
Notary Public, in and for said county, in the State
aforesaid do hereby certify that Arthur N. Hayden and Delois Hayden

personally known to me to be the same person S whose name S subscribed to the foregoing in-
strument, appeared before me this day in person and acknowledged that they signed, sealed and
delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the
release and waiver of the right of homestead and dower.

Given under my hand and the Seal of the State of Kentucky June A. D., 1988.
My commission expires September 11, 1988 Ruth Ann Bumpus County Court Clerk,
Notary Public.
Resident of Henderson County Ruth Ann Bumpus

STATE OF Kentucky
COUNTY OF Henderson) SS.

CORPORATE ACKNOWLEDGMENT

Before me, a Notary Public in and for the aforesaid county and state, appeared

as _____ as _____ President and
Secretary of _____ (a corporation),
producing the foregoing instrument, and being duly sworn by me, each severally acknowledged said instrument to be the act and deed of said corporation, for the uses
and purposes therein set forth, and each further acknowledged his execution of same, in the capacity stated above, and the affixing of the seal of said corporation thereto,
pursuant to authority duly granted by the Board of Directors of said corporation, and that each declaration in said instrument and this acknowledgment are true.
GIVEN UNDER MY HAND SEAL this _____ day of _____, 19 _____

My commission expires _____

Sign _____

Print Name _____

This lease prepared by _____

whose address is _____

OIL AND GAS LEASE	FROM	TO	Date	No. of Acres	County	Term	STATE OF	County of	This instrument filed for record on the	day of	o'clock	M., and duly recorded in Deed Book	page	County Court Clerk	Deputy Clerk	When Recorded	Returned
			19														

HARDIN-GRAYBILL PRINTERS
OWENSBORO, KY 42301

ASSIGNMENT

For and in consideration of One Dollar cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged,
I hereby transfer and assign to _____

the within lease.

Given under my hand this _____ day of _____, A. D., 19 _____

State of Kentucky, County of _____

I, _____ a _____
in and for the County and State aforesaid, do hereby certify that _____

lessee, in the foregoing lease, this day appeared before me and produced the foregoing assignment and acknowledged the same to be his act and deed.

Given under my hand this _____ day of _____, A. D., 19 _____

EXHIBIT "A"

Part of the Northeast Quarter of the Southeast Quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West, in Spencer County, Indiana, better described as follows:

Beginning at a point on the center line of Indiana State Highway #75 south two (2) degrees fifty-six (56) minutes east three hundred eighty-four and fifty-seven hundredths (384.57) feet from the northeast corner of the southeast quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West; thence south two (2) degrees fifty-six (56) minutes east nine hundred sixteen (916) feet with the center line of said highway; thence south eighty-five (85) degrees forty-nine (49) minutes west four hundred sixty-eight and eight tenths (468.8) feet with the fence line to a corner post; thence north three (3) degrees fifty-four (54) minutes west nine hundred sixteen (916) feet to an angle iron in the fence line; thence north eighty-five (85) degrees forty-nine (49) minutes east four hundred eighty-four and six tenths (484.6) feet to the place of beginning, containing ten and two hundredths (10.02) acres, more or less.

Subject to all legal highways, easements and rights-of-way.

Lessors hereby state that they own an undivided one-half interest in the minerals and that they are leasing said one-half interest to the Lessees herein.

OIL AND GAS LEASE
Indiana Form

AGREEMENT made and entered into this

12th

day of

July

19 88

by and between

Juanita Nunn and John Paul Langdon

party of the first part, hereinafter called lessor (whether one or more) and

Ronald Stoltz of Sumner, Illinois

WITNESSETH, that the lessor, for and in consideration of One
acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casing-head gas, casing-head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying pipe lines, telephones and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land, on said land for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structures thereon to produce, save and take care of products, and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the Township of

DOLLARS (\$ 1.00)

party of the second part, hereinafter called lessee

cash in hand paid, the receipt of which is hereby acknowledged, unto the said lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casing-head gas, casing-head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying pipe lines, telephones and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land, on said land for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structures thereon to produce, save and take care of products, and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the Township of

County of

Spencer

State of Indiana

described as follows, to wit

See attached Exhibit "A" for description of real estate

INSTRUMENT # 88-2357 Recorded this
27 day of July, 1988 at
9:50 AM. in Record No. 59
Page 8 of 9

Louise Jallott R SC

of section 30

Township

7 South

Range 6 West

If being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain 10.02 acres

days

It is agreed that this lease shall remain in force for a term of 90 days from this date and as long thereafter as oil, gas, casing head gas, casing head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that for injection purposes this lease shall continue in full force and effect only as to well or wells so used and the ten acres contiguous thereto.

In consideration of the premises the said lessee covenants and agrees

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. To pay lessor one-eighth, at the market price at the well for the gas so used, 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 stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing head gas, one eighth, at the market price at the well for the gas so used for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before 10/ /88

date hereof, this lease shall terminate as to both parties.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid this lease shall terminate, as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as herein before provided. And it is agreed that upon resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

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

No well shall be drilled nearer than 200 feet to the house or barn on said premises, without the written consent of the lessor.

Lessee shall pay for the damage caused by its operation to growing crops on said lands.

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.

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil and gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental 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 it is hereby agreed in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

If the leased premises are now, or shall hereafter be, owned in severality or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among, and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided, however, if the leased premises consist of two or more non-abutting tracts this paragraph shall apply separately to each such non-abutting tract and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease this paragraph shall be operative as to such portion so consolidated.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof until and until all parties designate in writing in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of the lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. In connection with the production of oil such pooling may be in a unit or units not exceeding 50 acres each. In connection with the production of gas such pooling may be in a unit or units not exceeding 320 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated, as if production is had from this lease, whether the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied, to drill more than one well to each such utilized tract, regardless of when, where or by whom offset wells may be drilled.

In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market, and if there is no apparent production or operation on said lands sufficient to keep this agreement in full force and effect, the LESSEE may pay as royalty Fifty Dollars (\$50.00) per year for each shut-in gas well, and such payment will be considered as if gas is actually being produced within the terms and conditions of this oil and gas lease. Such payment shall be made annually in advance, within ninety (90) days following the completion of the well or the cessation of a market for gas. Such payment shall be paid or tendered to the LESSOR or to the depository bank to be specified by the LESSOR. No rental shall accrue as to the leased premises during any period covered by a shut-in gas payment as herein provided. The shut-in gas payments herein provided for shall be considered advance royalties, and production from the leased premises during any period for which shut-in gas rental or royalty has been paid may be credited against such advance payment.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rentals in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to the lessor at last known post office address.

It is agreed that the lessee shall have the right to store gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights lessee shall pay to lessor an annual rental of One Hundred Dollars (\$100.00) per well per year commencing with the date storage operations start and continuing for as long thereafter as said storage operations are utilized.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due or is the result of any such law, order, rule or regulation.

IN WITNESS WHEREOF WE SIGN, this the

Juanita Nunn

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

day of

July

John Paul Langdon

19 88

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF INDIANA)
SPENCER)
COUNTY,) SS.

ACKNOWLEDGEMENT

I, Shannon K. Seiler, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
Juanita Nunn and John Paul Langdon

personally known to me to be the same person, S whose name S are subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that the Y signed, sealed and
delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the
release and waiver of the right of homestead and dower.

Given under my hand and Seal, this 12th day of July, 1988.
My commission expires May 16, 1990.
Shannon K. Seiler Notary Public.
Resident of Spencer County, Ind.

STATE OF)
COUNTY,) SS.

ACKNOWLEDGEMENT

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person, whose name subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and
delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the
release and waiver of the right of the homestead and dower.

Given under my hand and Seal, this day of 19
My commission expires Notary Public.

STATE OF)
County of) SS.

FORM FOR SIGNING BY MARK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the person, whose name subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he signed the instrument
by h mark and sealed and delivered same as h free and voluntary act for the uses and purposes therein set forth, said instrument
having been read to h, h being a person unable to read or write.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of 19
My commission expires Notary Public.

County, Her His X Mark

STATE OF)
COUNTY,) SS.

FORM FOR CORPORATION

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
of

to me personally known as the president (or other officer) of
and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and
acknowledged this signing, sealing and delivering the said instrument as the free and voluntary act of said
(name of corporation) for the consideration and purposes therein set forth, and that he was
duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this day of 19
My commission expires Notary Public.

No.	
OIL AND GAS LEASE	
FROM	
TO	
Date	19
Section	Township Range
No. of Acres	County
STATE OF	
COUNTY OF	
This instrument was filed for record on the	
day of	19 at
o'clock, M., and duly recorded in book	
Page	of the records of this office
By	Register of Deeds
Deputy	
When Recorded	
Return to	

EXHIBIT "A"

Part of the Northeast Quarter of the Southeast Quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West, in Spencer County, Indiana, better described as follows:

Beginning at a point on the center line of Indiana State Highway #75 south two (2) degrees fifty-six (56) minutes east three hundred eighty-four and fifty-seven hundredths (384.57) feet from the northeast corner of the southeast quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West; thence south two (2) degrees fifty-six (56) minutes east nine hundred sixteen (916) feet with the center line of said highway; thence south eighty-five (85) degrees forty-nine (49) minutes west four hundred sixty-eight and eight tenths (468.8) feet with the fence line to a corner post; thence north three (3) degrees fifty-four (54) minutes west nine hundred sixteen (916) feet to an angle iron in the fence line; thence north eighty-five (85) degrees forty-nine (49) minutes east four hundred eighty-four and six tenths (484.6) feet to the place of beginning, containing ten and two hundredths (10.02) acres, more or less.

Subject to all legal highways, easements and rights-of-way.

Lessors hereby state that they own a fractional interest in an undivided one-half interest in the minerals and that they are leasing said fractional interest to lessee herein.

day of July

88

Ronald Stoltz of Sumner, Illinois

One DOLLARS \$ 1.00

See attached Exhibit "A" for description of real estate

INSTRUMENT # 88-2358 Recorded this
27 day July, 1988, at
 -to-w: A in Record No. 59 Page
 Record to 812

Louise Ellchatt

of section 30 Township 7 South Range 6 West

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain 10.02 acres days

It is agreed that this lease shall remain in force for a term of 90 ~~days~~ from this date and as long thereafter as oil, gas, casing-head gas, casing-head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that for injection purposes this lease shall continue in full force and effect only as to well or wells so used and the ten acres contiguous therein.

In consideration of the premises the lessor covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. To pay lessor one-eighth, at the market price at the well for the gas so used, 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 stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth, at the market price at the well for the gas so used for the time during which such gas shall be used, said payments to be made monthly.

10.02 days

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid this lease shall terminate, as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as herein before provided. And it is agreed that upon the expiration of rentals, as above provided, that the last preceding paragraph hereof governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption to the rental payments.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor

No well shall be drilled nearer than 200 feet to the house or barn on said premises, without the written consent of the lessor. Lessee shall pay for the damage caused by its operation to growing crops on said lands.

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

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil and gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns but no change in the ownership of the land or assignment of rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment as a true and correct copy of the same.

in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make.

If the leased premises are now, or shall hereafter be, owned in severality or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among, and paid to such persons or persons, in such proportions, as shall be determined by the parties hereto.

entirely and shall be divided among, and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided however, if the leased premises consist of two or more non abutting tracts this paragraph shall apply separately to each such non-abutting tract and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one large tract, the acreage owned by each separate owner shall be determined on the basis of the acreage owned by each separate owner in the leased premises as it existed at the time of the execution of this lease.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate in writing to a recordable instrument to be filed with the lease, a person

mon agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title

or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of the lessee, promote the conservation of the oil and gas in and under, and that may be produced from, said premises.

pooling may be in a unit or units not exceeding 50 acres each. In connection with the production of oil such pooling may be in a unit or units not exceeding 320 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production, as a single tract or unit.

business except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated, as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty, stimulated bonus or

The amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied, to drill more than one well to each such utilized tract, regardless of when, where or by whom offset wells may be drilled.

In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market, and if there is no apparent production or operation on said lands sufficient to keep this agreement in full force and effect, the lease shall terminate.

production or operation on said lands sufficient to keep this agreement in full force and effect. The LESSEE may pay as royalty Fifty Dollars (\$50.00) per year for each shut in gas well, and such payment will be considered as if gas is actually being produced within the terms and conditions of this oil and gas lease. Such payment shall be made annually in advance, within ninety (90) days following the completion of the well or the cessation of a market.

herein provided. The shut-in gas payments herein provided for shall be considered advance royalties, and production from the leased premises during any annual period for which shut-in gas rental or royalty has been paid may

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessee, by payment any mortgage, taxes or other liens, that

described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said rights of dower and homestead may in any way affect the purpose for which the premises are being conveyed.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rentals in any National Bank located in same county with first earned bank; the action of the depository bank in this regard shall not be binding on lessee.

It is agreed that the lessee shall have the right to assign and sublet

It is agreed that the lessee shall have the right to store gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights lessee shall pay to lessor an annual rental of One Hundred Dollars (\$100.00) per well per year commencing with the date storage operations start and continuing for as long thereafter as said storage operations are utilized.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities and this lease shall not be terminated in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due or is the result of any such law, order, rule or regulation.

© 2006 The Authors
Journal compilation © 2006 Blackwell Publishing Ltd

IN WITNESS WHEREOF WE SIGN AND SEAL

IN WITNESS WHEREOF WE SIGN, this 11th day of July 1988

Velma Langdon Hughes (SEAL) (SEAL)

Verma Langdon Hughes (SEAL) (SFAL)

(SEAL) (SEAL)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 (SEAL) (SEAL)

(SEAL) (SEAL)

This instrument was prepared by: John A. Hargis 104 S. Third St. Rockport, IN

STATE OF INDIANA)
Vanderburgh COUNTY,) SS.
I, Susan M. Holmes, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
Velma Langdon Hughes
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 She signed, sealed and
delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth, including the
release and waiver of the right of homestead and dower.
Given under my hand and Seal, this July day of 19 88
My commission expires June 8, 1989 Susan M. Holmes Notary Public.

STATE OF)
COUNTY,) SS.
I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
personally known to me to be the same person whose name subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and
delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the
release and waiver of the right of the homestead and dower.
Given under my hand and Seal, this day of 19
My commission expires Notary Public.

STATE OF)
County of) SS.
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
personally known to me to be the person whose name subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he signed the instrument
by mark and sealed and delivered same as free and voluntary act for the uses and purposes therein set forth, said instrument
having been read to him, him being a person unable to read or write.
IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of 19
My commission expires Notary Public.
County, Her His X Mark

STATE OF)
COUNTY,) SS.
I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
of
to me personally known as the president (or other officer) of
and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and
acknowledged this signing, sealing and delivering the said instrument as the free and voluntary act of said
(name of corporation) for the consideration and purposes therein set forth, and that he was
duly authorized to execute the same by the board of directors of said corporation.
IN WITNESS WHEREOF, I have set my hand and seal hereto this day of 19
My commission expires Notary Public.

STATE OF)
COUNTY OF)
This instrument was filed for record on the
day of 19 at
o'clock M., and duly recorded in book
Page of the records of this office
By Register Of Deeds.
Deputy.
When Recorded
Return to
TO
FROM
OIL AND GAS LEASE
No.
Date 19
Section Township Range
No. of Acres County
HARDIN-GRAVILL PRINTERS, OWENSBORO, KY 42301

EXHIBIT "A"

Part of the Northeast Quarter of the Southeast Quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West, in Spencer County, Indiana, better described as follows:

Beginning at a point on the center line of Indiana State Highway #75 south two (2) degrees fifty-six (56) minutes east three hundred eighty-four and fifty-seven hundredths (384.57) feet from the northeast corner of the southeast quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West; thence south two (2) degrees fifty-six (56) minutes east nine hundred sixteen (916) feet with the center line of said highway; thence south eighty-five (85) degrees forty-nine (49) minutes west four hundred sixty-eight and eight tenths (468.8) feet with the fence line to a corner post; thence north three (3) degrees fifty-four (54) minutes west nine hundred sixteen (916) feet to an angle iron in the fence line; thence north eighty-five (85) degrees forty-nine (49) minutes east four hundred eighty-four and six tenths (484.6) feet to the place of beginning, containing ten and two hundredths (10.02) acres, more or less.

Subject to all legal highways, easements and rights-of-way.

Lessors hereby state that they own a fractional interest in an undivided one-half interest in the minerals and that they are leasing said fractional interest to lessee herein.

STATE OF Indiana)
Spencer)
COUNTY,

SS.

ACKNOWLEDGEMENT

I, Becky Hunter, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Michael F. Langdon, Jerry W. Langdon, Douglas A. Langdon and Debra K. Langdon by her mother and natural guardian, Virginia Lee Pearson personally known to me to be the same person, whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this 12th day of July 1988.
My commission expires October 15, 1988.
Becky Hunter
Notary Public.

STATE OF)
COUNTY,

SS.

ACKNOWLEDGEMENT

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that personally known to me to be the same person, whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of the homestead and dower.

Given under my hand and Seal, this day of 19.
My commission expires Notary Public.

STATE OF)
County of)

SS.

FORM FOR SIGNING BY MARK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that personally known to me to be the person, whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed the instrument by his mark and sealed and delivered same as his free and voluntary act for the uses and purposes therein set forth, said instrument having been read to him, being a person, unable to read or write.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of 19.
My commission expires Notary Public.
County, Her His X Mark

STATE OF)
COUNTY,

SS.

FORM FOR CORPORATION

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that of to me personally known as the president (or other officer) of and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged this signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this day of 19.
My commission expires Notary Public.

No.	
OIL AND GAS LEASE	
FROM	
TO	
Date	19
Section	Township
No. of Acres	Range
County	
STATE OF	
COUNTY OF	
This instrument was filed for record on the	
day of 19 at	
o'clock. M., and duly recorded in book	
Page of the records of this office	
Register of Deeds	
By Deputy	
When Recorded	
Return to	

EXHIBIT "A"

Part of the Northeast Quarter of the Southeast Quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West, in Spencer County, Indiana, better described as follows:

Beginning at a point on the center line of Indiana State Highway #75 south two (2) degrees fifty-six (56) minutes east three hundred eighty-four and fifty-seven hundredths (384.57) feet from the northeast corner of the southeast quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West; thence south two (2) degrees fifty-six (56) minutes east nine hundred sixteen (916) feet with the center line of said highway; thence south eighty-five (85) degrees forty-nine (49) minutes west four hundred sixty-eight and eight tenths (468.8) feet with the fence line to a corner post; thence north three (3) degrees fifty-four (54) minutes west nine hundred sixteen (916) feet to an angle iron in the fence line; thence north eighty-five (85) degrees forty-nine (49) minutes east four hundred eighty-four and six tenths (484.6) feet to the place of beginning, containing ten and two hundredths (10.02) acres, more or less.

Subject to all legal highways, easements and rights-of-way.

Lessors hereby state that they own a fractional interest in an undivided one-half interest in the minerals and that they are leasing said fractional interest to lessee herein.

OIL AND GAS LEASE Indiana Form

AGREEMENT made and entered into this 12th day of July
by and between Emma Brady, sole beneficiary of the Estate of Byron Brady

party of the first part, hereinafter called lessor (whether one or more) and Ronald Stoltz of Sumner, Illinois

WITNESSETH, that the lessor, for and in consideration of **One** DOLLARS (\$ **1.00**) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said lessee, its successors and assigns: the land hereinafter described, with the exclusive right for the purpose of mining, exploring, boroprospecting and other methods, and operating and producing therefrom oil, gas, casing head gas, casing head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata with rights of way and easements for laying pipe lines, telephones and telegraph lines, tanks power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land, on said land for the production of oil, gas, casing head gas, casing head oil and the erection of structures thereon to produce, save and take care of products and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the Township of **Ohio** County of **Spencer** State of **Indiana** described as follows, to wit:

See attached Exhibit "A" for description of real estate

INSTRUMENT # 88-2356 Recorded this
27 day of July, 1988, at
9:41 A.M. in Record No. 39
Page 806

Lower = 2nd. H.W.C.

of section 30 Township 7 South Range 6 West

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain 10.02 acres days

It is agreed that this lease shall remain in force for a term of 90 years from this date and as long thereafter as oil, gas, casing head gas, casing head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that for injection purposes this lease shall continue in full force and effect only so long as oil or wells so used and the ten acres contiguous therein.

In consideration of the premises the said lessee covenants and agrees

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor, or such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. To pay lessor one eighth, at the market price at the well for the gas so used, for the gas from each well where gas only is used, while the same is being used of the premises, and lessor to have gas free of cost from any such well for all stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any well and used off the premises or for the manufacture of casing head gas, one eighth, at the market price at the well for the gas so used for the time during which such gas shall be used, said payments to be made monthly.

It is agreed that if no well is commenced on said land on or before 10/1/88, the date hereof, this lease shall terminate as to both parties, and the lessor shall retain title to the land. Should the first well drilled on the above described land be a dry hole, then, and in that event, if said second well is not commenced on said land within twelve months from the expiration of the last stated period for which rental has been paid this lease shall terminate, as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as herein before provided. And it is agreed that upon resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof governing the payment of rentals and the effect thereof, shall continue in force just as if no such termination had occurred.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

Lessee shall pay for the damage caused by its operation to growing crops on said lands.

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

of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein, first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the co-tenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental or royalties shall be binding on the lessee until after the lessee has been notified in writing of the assignment, and it is hereby agreed that in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

If the leased premises are now, or shall hereafter be divided in severally or in separate tracts, the premises nevertheless shall be subdivided and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among, and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided however, if the leased premises consist of two or more non-abutting tracts this paragraph shall apply separately to each such non-abutting tract and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease this paragraph shall be inoperative as to such portion so consolidated.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of the lessee, promote the conservation of the oil and gas in place and thus benefit the owners of the pooled acreage. In no event shall production of oil from production of oil such pooling may be in unit or units not exceeding 50 acres each. In connection with the production of gas such pooling may be in unit or units not exceeding 320 acres each. Lessee shall execute in writing an instrument of pooling covering all the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, then the royalty payable thereon shall be based upon the total production from the pooled unit or units less the amount of its acreage placed in the unit or its royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, Lessee shall be under no obligation whatsoever express or implied, to drill more than one well to each such unitized tract regardless of where, when or by whom offset wells may be drilled.

In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market, and if there is no apparent production or operation on said lands sufficient to keep this agreement in full force and effect the LESSEE may pay as royalty Fifty Dollars (\$50.00) per year for each shut-in gas well, and such payment will be considered as if for gas actually being produced within the terms and conditions of this oil and gas lease. Such payment shall be paid or tendered to the LESSOR within ninety (90) days following the completion of the well or the cessation of a market for gas. Such payment shall be paid or tendered to the LESSOR or to the depository bank to be specified by the LESSOR. No rental shall accrue during the leased premises during any period covered by a shut-in gas payment as herein provided. The shut-in gas payments herein provided for shall be considered advance royalties, and production from the leased premises during any annual period for which shut-in gas rental or royalty has been paid may be credited against such advance payment.

LESSOR hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

Should the depositor bank hereafter close without a successor, lessee or his assigns may deposit rentals in any National Bank located in same county with first named bank due notice of the deposit of such rental to be mailed to the lessor at last known post office address

It is agreed that the lessee shall have the right to store gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights, lessee shall pay to lessor an annual rental of One Hundred Dollars (\$100.00) per well per year, commencing with the date storage operations start and continuing for as long the right is exercised.

Part. All express or implied covenants of this lease shall be subject to all federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due or is the result of any such law, order, rule or regulation.

In the event of Lessor's death, Lessor, Emma Brady, directs that her fractional share under this lease and all of her interest shall be divided equally between her two daughters, Louise Stratman and Florence Ward.

IN WITNESS WHEREOF WE SIGN, this 12th day of July 1988

X *Emma Brady* (SEAL) Emma Brady, sole beneficiary
of the Estate of Byron Brady (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF INDIANA)
SPENCER) COUNTY,

SS.

ACKNOWLEDGEMENT

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
Emma Brady, sole beneficiary of the Estate of Byron Brady,

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 _____ signed, sealed and

delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth, including the
release and waiver of the right of homestead and dower.

Given under my hand and Seal, this 12th day of July 1988
My commission expires May 16, 1990
Shannon R. Seiler Notary Public

STATE OF _____)
_____) COUNTY,

SS.

ACKNOWLEDGEMENT

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name _____ subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that _____ he _____ signed, sealed and
delivered the said instrument as _____ free and voluntary act for the uses and purposes therein set forth, including the
release and waiver of the right of the homestead and dower.

Given under my hand and Seal, this _____ day of _____, 19____
My commission expires _____
Notary Public.

STATE OF _____)
County of _____)

SS.

FORM FOR SIGNING BY MARK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____

personally known to me to be the person whose name _____ subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that _____ he _____ signed the instrument
by _____ mark and sealed and delivered same as _____ free and voluntary act for the uses and purposes therein set forth, said instrument
having been read to _____, _____ being a person _____ unable to read or write.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 19____
My commission expires _____
Notary Public.

_____ County, _____
Her His X Mark

STATE OF _____)
_____) COUNTY,

SS.

FORM FOR CORPORATION

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
_____ of _____

_____ to me personally known as the president (or other officer) of _____
and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and
acknowledged this signing, sealing and delivering the said instrument as the free and voluntary act of said _____

(name of corporation) _____ for the consideration and purposes therein set forth, and that he was
duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 19____
My commission expires _____
Notary Public.

OIL AND GAS LEASE	
No. _____	FROM
TO	
Date _____ 19____	
Section _____ Township _____ Range _____	
No. of Acres _____	County _____
STATE OF _____) COUNTY OF _____)	
This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in book _____ Page _____ of the records of this office	
By _____	Register of Deeds.
Deputy _____	
When Recorded Return to _____	
HARDING-GRAYBILL PRINTERS, OWENSBORO, KY 42301	

EXHIBIT "A"

Part of the Northeast Quarter of the Southeast Quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West, in Spencer County, Indiana, better described as follows:

Beginning at a point on the center line of Indiana State Highway #75 south two (2) degrees fifty-six (56) minutes east three hundred eighty-four and fifty-seven hundredths (384.57) feet from the northeast corner of the southeast quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West; thence south two (2) degrees fifty-six (56) minutes east nine hundred sixteen (916) feet with the center line of said highway; thence south eighty-five (85) degrees forty-nine (49) minutes west four hundred sixty-eight and eight tenths (468.8) feet with the fence line to a corner post; thence north three (3) degrees fifty-four (54) minutes west nine hundred sixteen (916) feet to an angle iron in the fence line; thence north eighty-five (85) degrees forty-nine (49) minutes east four hundred eighty-four and six tenths (484.6) feet to the place of beginning, containing ten and two hundredths (10.02) acres, more or less.

Subject to all legal highways, easements and rights-of-way.

Lessors hereby state that they own a fractional interest in an undivided one-half interest in the minerals and that they are leasing said fractional interest to lessee herein.

STATE OF INDIANA)
SPENCER COUNTY,)

SS.

ACKNOWLEDGEMENT

I, Shannon K. Seiler, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
Montie M. McKeehan and Mary Jo McKeehan, husband and wife,

personally known to me to be the same person. S. whose name S. are subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that they signed, sealed and
delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the
release and waiver of the right of homestead and dower.

Given under my hand and Seal, this 15th day of July, 1988.
My commission expires May 16, 1990.

Shannon K. Seiler
Shannon K. Seiler Notary Public.
A resident of Spencer County, Ind.

STATE OF)
COUNTY,)

SS.

ACKNOWLEDGEMENT

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person. whose name subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and
delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the
release and waiver of the right of the homestead and dower.

Given under my hand and Seal, this day of 19
My commission expires Notary Public.

STATE OF)
County of)

SS.

FORM FOR SIGNING BY MARK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the person. whose name subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he signed the instrument
by his mark and sealed and delivered same as his free and voluntary act for the uses and purposes therein set forth, said instrument
having been read to him, being a person unable to read or write.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of 19
My commission expires Notary Public.

County, Her His X Mark

STATE OF)
COUNTY,)

SS.

FORM FOR CORPORATION

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
of

to me personally known as the president (or other officer) of
and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and
acknowledged this signing, sealing and delivering the said instrument as the free and voluntary act of said
(name of corporation) for the consideration and purposes therein set forth, and that he was
duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this day of 19
My commission expires Notary Public.

No.	
OIL AND GAS LEASE	
FROM	
TO	
Date	19
Section	Township
No. of Acres	Range
County	
STATE OF	INDIANA
COUNTY OF	SPENCER
This instrument was filed for record on the	15th day of July, 1988, at 9 o'clock P.M., and duly recorded in book
Page 795 of the records of this office	Shannon K. Seiler
Register of Deeds	Deputy
When Recorded	
Return to	

STATE OF INDIANA)
SPENCER COUNTY,) SS. ACKNOWLEDGEMENT
I, Tammie K. Rust, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
Crete Hill, Executrix and beneficiary of the Estate of Ralph Cope,
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 she signed, sealed and
delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth, including the
release and waiver of the right of homestead and dower.
Given under my hand and Seal, this 18th day of July, 1988.
My commission expires September 7, 1991.
Tammie K. Rust Notary Public.

STATE OF)
COUNTY,) SS. ACKNOWLEDGEMENT
I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
personally known to me to be the same person whose name subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and
delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the
release and waiver of the right of the homestead and dower.
Given under my hand and Seal, this day of , 19.
My commission expires Notary Public.

STATE OF)
County of) SS. FORM FOR SIGNING BY MARK
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
personally known to me to be the person whose name subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he signed the instrument
by his mark and sealed and delivered same as his free and voluntary act for the uses and purposes therein set forth, said instrument
having been read to him, being a person unable to read or write.
IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of , 19.
My commission expires Notary Public.
County, Her His X Mark

STATE OF)
COUNTY,) SS. FORM FOR CORPORATION
I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
of
to me personally known as the president (or other officer) of
and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and
acknowledged this signing, sealing and delivering the said instrument as the free and voluntary act of said
(name of corporation) for the consideration and purposes therein set forth, and that he was
duly authorized to execute the same by the board of directors of said corporation.
IN WITNESS WHEREOF, I have set my hand and seal hereto this day of , 19.
My commission expires Notary Public.

TO
FROM
OIL AND GAS LEASE
No.
Date
Section Township Range
No. of Acres County
STATE OF # 88-2354)
COUNTY OF Spencer) S
This instrument was filed for record on the 2
day of July, 1988, at 9:
o'clock A.M., and duly recorded in book 2
Page 804 of the records of this office
J. A. Wallace
Register of Deeds.
By Deputy
When Recorded
Return to
HARDIN-GRAVILL PRINTERS, OWENSBORO, KY 42301

AMENDED AND CORRECTED
DECLARATION OF POOLING OF
OIL AND GAS LEASES

THIS INDENTURE WITNESSETH THAT:

WHEREAS, the undersigned, RONALD L. STOLTZ of Sumner, Illinois, BARBARA STEEN of Tell City, Indiana, GILBERT ANDIS of Odon, Indiana, GERMAN MUSE of Rockport, Indiana, ESTELLE J. STOLTZ of Sumner, Illinois, STEEN WELL DRILLING, by DALE T. STEEN, of Tell City, Indiana, JOHN A. HARGIS and CONNIE L. HARGIS, husband and wife, of Rockport, Indiana, and ERIC K. AYER and DONNA S. AYER, husband and wife, of Rockport, Indiana are the present owners of the following described Oil and Gas Leases covering lands in Spencer County, Indiana, to-wit:

Lease No. 1.

Oil and Gas Lease dated August 30, 1987, from James M. Holland and Carrie W. Holland, as Lessors, to Ronald L. Stoltz, as Lessee, recorded in Oil and Gas Lease Record 59, at page 214, on the 2nd day of September, 1987, in the Office of the Recorder of Spencer County, Indiana, containing 15 acres, more or less.

Lease No. 2.

Oil and Gas Lease dated June 1, 1988, from Arthur N. Hayden and Delois Hayden, as Lessors, to Ronald Stoltz, as Lessee, recorded in Oil and Gas Lease Record 59, at page 803, on the 27th day of July, 1988, in the Office of the Recorder of Spencer County, Indiana; and

Oil and Gas Lease dated July 12, 1988, from Juanita Nunn and John Paul Langdon, as Lessors, to Ronald Stoltz, as Lessee, recorded in Oil and Gas Lease Record 59, at page 809, on the 27th day of July, 1988, in the Office of the Recorder of Spencer County, Indiana; and

Oil and Gas Lease dated July 11, 1988, from Velma Langdon Hughes, as Lessor, to Ronald Stoltz, as Lessee, recorded in Oil and Gas Lease Record 59, at page 812, on the 27th day of July, 1988, in the Office of the Recorder of Spencer County, Indiana; and

Oil and Gas Lease dated July 12, 1988, from Michael F. Langdon, Jerry W. Langdon, Douglas A. Langdon and Debra K. Langdon by her mother and natural guardian, Virginia Lee Pearson, as Lessors, to Ronald Stoltz, as Lessee, recorded in Oil and Gas Lease Record 59, at page 815, on the 27th day of July, 1988, in the Office of the Recorder of Spencer County, Indiana; and

INSTRUMENT # 89-3481 Recorded this
10 day of Oct. 1987, at
9:20 A. M. in Record No. 60
Page 121

Louise Jallott, R.S.C.

Oil and Gas Lease dated July 12, 1988, from Emma Brady, sole beneficiary of the Estate of Byron Brady, as Lessor, to Ronald Stoltz, as Lessee, recorded in Oil and Gas Lease Record 59, at page 806, on the 27th day of July, 1988, in the Office of the Recorder of Spencer County, Indiana.

containing 10.02 acres, more or less.

Lease No. 3.

Oil and Gas Lease dated July 15, 1988, from Montie M. McKeehan and Mary Jo McKeehan, as Lessors, to Ronald Stoltz, as Lessee, recorded in Oil and Gas Lease Record 59, at page 799, on the 27th day of July, 1988, in the Office of the Recorder of Spencer County, Indiana; and

Oil and Gas Lease dated July 18, 1988, from Crete Hill, Executrix and beneficiary of the Estate of Ralph Cope, as Lessor, to Ronald Stoltz, as Lessee, recorded in Oil and Gas Lease 59, at page 801, on the 27th day of July, 1988, in the Office of the Recorder of Spencer County, Indiana

containing 4.3 acres, more or less.

WHEREAS, Lease No. 1, Lease No. 2, and Lease No. 3 contain the following pooling provision:

"Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved."

WHEREAS, each of the leases covers the following acreage:

Lease No. 1.

Fifteen (15) acres off the West side of a 30 acre tract off the east side of the Northeast quarter of the Southeast quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West.

Lease No. 2.

Part of the Northeast Quarter of the Southeast Quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West, in Spencer County, Indiana, better described as follows:

Beginning at a point on the center line of Indiana State Highway #75 south two (2) degrees fifty-six (56) minutes east three hundred eighty-four and fifty-seven hundredths (384.57) feet from the northeast corner of the southeast quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West; thence South two (2) degrees fifty-six (56) minutes east nine hundred sixteen (916) feet with the center line of said highway; thence south eighty-five (85) degrees forty-nine (49) minutes west four hundred sixty-eight and eight tenths (468.8) feet with the fence line to a corner post; thence north three (3) degrees fifty-four (54) minutes west nine hundred sixteen (916) feet to an angle iron in the fence line; thence north eighty-five (85) degrees forty-nine (49) minutes east four hundred eighty-four and six tenths (484.6) feet to the place of beginning, containing ten and two hundredths (10.02) acres, more or less.

Lease No. 3.

A part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, better described as follows:

Beginning at the Northeast corner of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, running thence South 2 degrees 56 minutes East along the center line of Road 75, Indiana State Highways, 384.6 feet; thence South 85 degrees 49 minutes West 484.6 feet; thence North 3 degrees 54 minutes West to the half section line; thence East to the place of beginning, containing 4.3 acres.

WHEREAS, it is the desire of the undersigned to hereby and as of this date exercise the right and power to pool and combine the acreage or portions of the acreage covered by said leases into a pooled unit consisting of land in Spencer County, Indiana, containing 19.32 acres, more or less, and it is the judgment of the undersigned that it is necessary or advisable to do so in order to properly develop and operate said premises in compliance with the spacing rules of the lawful authority of the State of Indiana, have jurisdiction in the premises, and that to do so would promote the conservation of oil and gas in and under and that may be produced from said pooled unit.

WHEREAS, it is the desire of the undersigned to pool five (5) acres out of Lease No. 1, which said acreage is described as follows:

Lease No. 1.

Five (5) acres off the entire east side of the following described real estate:

Fifteen (15) acres off the West side of a 30 acre tract off the east side of the Northeast quarter of the Southeast quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West.

and to pool ten and two hundredths (10.02) acres, being the entire acreage out of Lease No. 2, which acreage is described as follows:

Lease No. 2.

Part of the Northeast Quarter of the Southeast Quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West, in Spencer County, Indiana, better described as follows:

Beginning at a point on the center line of Indiana State Highway #75 south two (2) degrees fifty-six (56) minutes east three hundred eighty-four and fifty-seven hundredths (384.57) feet from the northeast corner of the southeast quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West; thence South two (2) degrees fifty-six (56) minutes east nine hundred sixteen (916) feet with the center line of said highway; thence south eighty-five (85) degrees forty-nine (49) minutes west four hundred sixty-eight and eight tenths (468.8) feet with the fence line to a corner post; thence north three (3) degrees fifty-four (54) minutes west nine hundred sixteen (916) feet to an angle iron in the fence line; thence north eighty-five (85) degrees forty-nine (49) minutes east four hundred eighty-four and six tenths (484.6) feet to the place of beginning, containing ten and two hundredths (10.02) acres, more or less.

and to pool four and three-tenths (4.3) acres, being the entire acreage out of Lease No. 3, which acreage is described as follows:

Lease No. 3.

A part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, better described as follows:

Beginning at the Northeast corner of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, running thence South 2 degrees 56 minutes East along the center line of Road 75, Indiana State Highways, 384.6 feet; thence South 85 degrees 49 minutes West 484.6 feet; thence North 3 degrees 54 minutes West to the half section line; thence East to the place of beginning, containing 4.3 acres.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the undersigned pursuant to the rights and powers granted and contained in the Oil and Gas Leases above-described, do hereby pool and unitize said leases as to the following described lands located in Spencer County, Indiana, to-wit:

Lease No. 1.

Five (5) acres off the entire east side of the following described real estate:

Fifteen (15) acres off the West side of a 30 acre tract off the east side of the Northeast quarter of the Southeast quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West.

Lease No. 2.

Part of the Northeast Quarter of the Southeast Quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West, in Spencer County, Indiana, better described as follows:

Beginning at a point on the center line of Indiana State Highway #75 south two (2) degrees fifty-six (56) minutes east three hundred eighty-four and fifty-seven hundredths (384.57) feet from the northeast corner of the Southeast quarter of Section Thirty (30), Township Seven (7) South, Range Six (6) West; thence South two (2) degrees fifty-six (56) minutes east nine hundred sixteen (916) feet with the center line of said highway; thence south eighty-five (85) degrees forty-nine (49) minutes west four hundred sixty-eight and eight tenths (468.8) feet with the fence line to a corner post; thence north three (3) degrees fifty-four (54) minutes west nine hundred sixteen (916) feet to an angle iron in the fence line; thence north eighty-five (85) degrees forty-nine (49) minutes east four hundred eighty-four and six tenths (484.6) feet to the place of beginning, containing ten and two hundredths (10.02) acres, more or less.

Lease No. 3.

A part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, better described as follows:

Beginning at the Northeast corner of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, running thence South 2 degrees 56 minutes East along the center line of Road 75, Indiana State Highways, 384.6 feet; thence South 85 degrees 49 minutes West 484.6 feet; thence North 3 degrees 54 minutes West to the half section line; thence East to the place of beginning, containing 4.3 acres.

containing in all nineteen and thirty-two hundredths acres (19.32), more or less. Said acreage will be known as the Hayden/Holland/McKeehan Community #1. The undersigned do hereby declare that said pooling and the creation of said pooled unit,

as evidenced and effected by this instrument, shall have all the effects provided in each of the said Oil and Gas Leases.

POOLED ACREAGE AND PERCENT OF ROYALTY

James M. and Carrie W. Holland	$5/19.32 \times 1/8 = .0323499$ R.I.
Arthur N. and Delois Hayden	$10.02/19.32 \times 1/2 \times 1/8 = .0324146$ R.I.
Emma Brady	$10.02/19.32 \times 1/4 \times 1/8 = .0162073$ R.I.
Juanita Nunn	$10.02/19.32 \times 1/4 \times 1/4 \times 1/8 = .0040518$ R.I.
John Paul Langdon	$10.02/19.32 \times 1/4 \times 1/4 \times 1/8 = .0040518$ R.I.
Velma Langdon Hughes	$10.02/19.32 \times 1/4 \times 1/4 \times 1/8 = .0040518$ R.I.
Michael F. Langdon	$10.02/19.32 \times 1/4 \times 1/4 \times 1/4 \times 1/8 = .0010130$ R.I.
Jerry W. Langdon	$10.02/19.32 \times 1/4 \times 1/4 \times 1/4 \times 1/8 = .0010130$ R.I.
Douglas A. Langdon	$10.02/19.32 \times 1/4 \times 1/4 \times 1/4 \times 1/8 = .0010130$ R.I.
Virginia Lee Pearson, Guardian for Debra K. Langdon	$10.02/19.32 \times 1/4 \times 1/4 \times 1/4 \times 1/8 = .0010130$ R.I.
Montie M. and Mary Jo McKeethan	$4.3/19.32 \times 1/2 \times 1/8 = .0139104$ R.I.
Crete Hill	$4.3/19.32 \times 1/2 \times 1/8 = .0139104$ R.I.

This Amended And Corrected Declaration Of Pooling Of Oil And Gas Leases does amend, correct, and supersede a Declaration of Pooling of Oil and Gas Leases by Ronald L. Stoltz dated July 28, 1988, recorded on July 29, 1988, in Record No. 60, at page 4 of the Office of the Recorder of Spencer County, Indiana, and effect of this Amended And Corrected Declaration Of Pooling Of Oil And Gas Leases is hereby made retroactive to July 28, 1988, the date of the original declaration, described just above.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this 29th day of September, 1989.

Ronald L. Stoltz
Ronald L. Stoltz

Barbara Steen
Barbara Steen

Gilbert Andis
Gilbert Andis

German Muse
German Muse

Estelle J. Stoltz
Estelle J. Stoltz

Steen Well Drilling, by Dale T. Steen
Steen Well Drilling, by Dale T. Steen

John A. Hargis
John A. Hargis

Connie L. Hargis
Connie L. Hargis

Eric K. Ayer
Eric K. Ayer

Donna S. Ayer
Donna S. Ayer

STATE OF INDIANA)
COUNTY OF SPENCER) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 29th day of September, 1989, personally appeared Ronald L. Stoltz, Barbara Steen, German Muse, Steen Well Drilling, by Dale T. Steen, John A. Hargis and Connie L. Hargis, husband and wife, and Eric K. Ayer and Donna S. Ayer, husband and wife, and acknowledged the execution of the Amended And Corrected Declaration Of Pooling Of Oil And Gas Leases to be their voluntary act and deed.

WITNESS my hand and Notarial Seal.

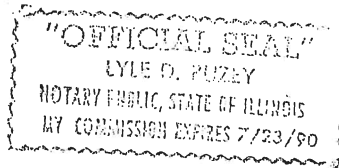
Shannon K. Seiler
Shannon K. Seiler Notary Public
A resident of Spencer County, IN

My Commission Expires:
May 16, 1990

STATE OF Illinois)
COUNTY OF Lawrence) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 30th day of September, 1989, personally appeared Estelle J. Stoltz and acknowledged the execution of the Amended And Corrected Declaration Of Pooling Of Oil And Gas Leases to be her voluntary act and deed.

WITNESS my hand and Notarial Seal.



My Commission Expires:

7/23/90

STATE OF INDIANA)

COUNTY OF Daviess)

SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 29th day of September, 1989, personally appeared Gilbert Andis and acknowledged the execution of the Amended And Corrected Declaration Of Pooling Of Oil And Gas Leases to be his voluntary act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires:

August 16, 1991

Lyle D. Puzey
Notary Public
A resident of Lawrence County,
Illinois

Lisa J. Hargis
Notary Public
A resident of Daviess County, IN.

This instrument prepared by John A. Hargis; Wagoner, Ayer & Hargis
104 S. Third St., Rockport, Ind. 47635.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 2nd day of November, 1985, by and between
DONALD R. WINKLER and PEGGY J. WINKLER, his wife,

lessor (Whether one or more), and RONALD L. STOLTZ hereinafter called

hereinafter called lessee:
 WITNESSETH: That the said lessor, for and in consideration of Ten (10.00) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of 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 mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Spencer, State of Indiana, described as follows, to-wit:

Sixty (60) acres off the East end of the South half of the Southeast quarter of Section 30, Township 7 South, Range 6 West, EXCEPT the following described tract:

Beginning at the Northeast corner of the Southeast quarter of the Southeast quarter of said section, township and range; thence West 400 feet; thence South 600 feet; thence East 400 feet; thence North 600 feet to the place of beginning, containing 5.6 acres, more or less, and containing after said exception 54.4 acres, more or less.

Subject to all legal highways, rights-of-way and easements.

INSTRUMENT # 25-48246 Recorded this
4 day of Nov, 1985, at
11:40 A M. in Record No. 57
 Page 84

Phyllis Small, R.S.

IT IS AGREED that this lease shall remain in force for a term of Thirty (30) days from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by lessee. In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth ($\frac{1}{8}$) part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth ($\frac{1}{8}$) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline, a royalty of one-eighth ($\frac{1}{8}$) payable monthly at the prevailing market rate for gas; and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth ($\frac{1}{8}$) of the proceeds, payable quarterly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the expiration of 30 days from date of this lease, this lease shall terminate as to both parties. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them be found in paying quantities, this lease shall continue and be in force with like effect if such well had been completed within the term first mentioned.

If said 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 the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, oil and water produced on said land for lessee's operations thereon except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe line below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said lands.

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.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved.

If the estate of either party hereto is assigned--and the privilege of assigning in whole or in part is expressly allowed--the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of 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. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owners bears to the entire leased acreage.

Lessor hereby warrants and agrees to defend the title to the said lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof, and the undersigned lessors, for themselves, their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities, and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due to or is the result of any such law, order, rule or regulation.

IN WITNESS WHEREOF WE SIGN: the date first above written

Donald R. Winkler
 Donald R. Winkler

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Peggy J. Winkler
 Peggy J. Winkler

No.

Oil and Gas Lease

FROM

TO

Date 19

Lot Block Addition

Section Township Range

No. Acres

County,

STATE OF }
COUNTY OF } SS.

This instrument was filed for record on the
day of 19..... at
County, M., and duly recorded in book
Page of the records of this office.

Register of Deeds.

By Deputy.

When Recorded
Return to

ACKNOWLEDGMENT

STATE OF INDIANA }
SPENCER } SS.
COUNTY.

I, Mary Robinson, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
Donald R. Winkler and Peggy J. Winkler, his wife,

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this
day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act
for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this 2nd day of November, 1985.

My commission expires Jan. 29, 1989. Mary Robinson Notary Public.

This instrument prepared by Eric K. Ayer of the Law Firm of Wagoner, Ayer and
Hargis, 104 South Third Street, Rockport, Indiana 47635.

ACKNOWLEDGMENT

STATE OF }
COUNTY. } SS.

I,, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this
day in person, and acknowledged that he signed, sealed, and delivered the said instrument as free and voluntary act
for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this day of, 19.....

My commission expires Notary Public.

ACKNOWLEDGMENT

STATE OF }
COUNTY. } SS.

I,, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this
day in person, and acknowledged that he signed, sealed, and delivered the said instrument as free and voluntary act
for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this day of, 19.....

My commission expires Notary Public.

FORM FOR CORPORATION

STATE OF }
COUNTY. } SS.

I,, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

..... of
to me personally known as the president (or other officer) of
and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and
acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said

..... (name of corporation) for the consideration
and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this day of, 19.....

My commission expires Notary Public.

Ronald L. Stiles Rt 2 Sumner IN 46246



OIL AND GAS LEASE

SHARON DUGAS
SPENCER COUNTY RECORDER
ROCKPORT, IN

THIS AGREEMENT made and entered into this 1st day of Aug, 2011 by and between DOROTHY FULKERSON, A WIDOW; FREDERICK B. FULKERSON; SHARON G. FULKS; BERTIE JO AYER; DANIEL B. FULKERSON; NORBERT A. FULKERSON; RICHARD T. FULKERSON; JEFFREY LYNN FULKERSON; AND MICHAEL REG FULKERSON of SPENCER COUNTY, INDIANA

_____, Indiana, parties of the first part, hereinafter called lessor (whether one or more) and CABCO OPERATING COMPANY, LLC., of 2645 Frederica Street, Suite 200, Owensboro, Kentucky 42301 party of the second part, hereinafter called lessee.

WITNESSETH, That the lessor, for and in consideration of TEN DOLLARS (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease, and let exclusively unto the said lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom hydrocarbons of every kind and nature whatsoever, including but not limited to oil, gas, coalbed methane gas, casing-head gas, casing-head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating, and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or con-jointly with neighboring land, on said land for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structures thereon to produce, save and take care of said products, and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the County of Spencer, State of Indiana, and bounded as follows, to wit:

Being all of the Northeast Quarter of the Northeast Quarter of Section 31, Township 7 South, Range 6 West, containing 40 acres more or less. in Spencer County, Indiana. **Less and except**, a part of the Northeast Quarter of the Northeast Quarter beginning at the Northeast corner of the Northeast Quarter of the Northeast Quarter and running thence East 156 feet; thence South 292 feet; thence West 156 feet; thence North 292 feet to the point of beginning and containing 1.05 acres more or less.

Being the same land conveyed to lessors by Ethel May Boyd, a widow, dated March 9, 1962, of record in Deed Book 105, page 167 and by Deed from Joseph B. Fulkerson and Dorothy Fulkerson, husband and wife, dated August 31, 2004, of record in Deed Book 206, page 600, Spencer County Recorder's Office.

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain 38.95 acres.

It is agreed that this lease shall remain in force for a term of THREE (3) years from this date and as long thereafter as oil, gas, casing-head gas, casing-head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that at the conclusion of the term of three (3) years, Lessors shall have the right to terminate this Lease in the event Lessors are not satisfied with the amount of production by written notice to the Lessee.

In consideration of the premises the said lessee covenants and agrees:

1st: To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of the oil produced and saved from the leased premises, or at the lessees option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd: To pay lessor one-eighth, at the market price at the well for the gas so used, 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 stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd: To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth, at the market price at the well for the gas so used for the time during which such gas shall be used, said payments to be made monthly.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipelines below plow depth.

No additional wells shall be drilled on the property. All development shall be from existing well or wells on the property. No additional tank batteries shall be placed on the property.

Lessee shall pay for damage caused by its operation to growing crops on said lands.

If at the expiration of the primary term oil or gas is not being produced on said land, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 90 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil or gas so long thereafter as oil or gas is produced from said land, or from land pooled therewith. If after the expiration of the primary term of this lease and after oil or gas is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 90 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land, or from land pooled therewith.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental 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 it is hereby agreed in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

If the leased premises are now, or shall hereafter be, owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as one entirety and shall be divided among, and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage: Provided however, if the leased premises consist of two or more non-abutting tracts this paragraph shall apply separately to each non-abutting tract and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease this paragraph shall be inoperative as to such portion so consolidated.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgement it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgement of the lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. In connection with the production of oil such pooling may be in a unit or units not exceeding 160 acres each. In connection with the production of gas such pooling may be in a unit or units not exceeding 640 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit as if it were included in this lease. If production is found on the pooled acreage, it shall be treated, as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the same amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied to drill more than one well to each such unitized tract, regardless of when, where or by whom offset wells may be drilled. Lessee may dissolve or modify such unit or units by a recording thereof.

In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market and if there is no apparent production or operation on said lands sufficient to keep this agreement in full force and effect, the LESSEE may pay as royalty Fifty Dollars (\$50.00) per year for each shut-in gas well, and such payment will be considered as if gas is actually being produced within the terms and conditions of this oil and gas lease. Such payment shall be made annually in advance, within ninety (90) days following the completion of the well or the cessation of a market for gas. Such payment shall be paid or tendered to the LESSOR or to the depository bank to be specified by the LESSOR. No rental shall accrue as to the leased premises during any period covered by a shut-in gas payment as herein provided. The shut-in gas payments herein provided for shall be considered advance royalties, and production from the leased premises during any annual period for which shut-in gas rental or royalty has been paid may be credited against such advance payment.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

It is agreed that the lessee shall have the right to store gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights lessee shall pay to lessor an annual rental of One Hundred Dollars (\$100.00) per well per year commencing with the date storage operations start and continuing for as long thereafter as said storage operations are utilized.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due or is the result of any such law, order, rule or regulation, or is due to an act of God.

This Lease may be executed in counterparts.

Attached as an Addendum "A" is a stipulation for the payments of royalties.

IN WITNESS WHEREOF WE SIGN, this the 8th day of July, 20 11.

Dorothy R. Fulkerson
Dorothy R. Fulkerson

ACKNOWLEDGMENT TO THE LEASE

STATE OF Indiana

COUNTY OF Spencer

I, Barbara L. Tukey Notary Public, in and for said county,
in the State aforesaid, do hereby certify that DOROTHY R. FULKERSON personally
known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person
and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes
therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand this 8th day of July, 2011.

My Commission expires 04-30-2015

Barbara L. Tukey
Barbara L. Tukey
Notary Public.

My Commission expires 04-30-2015

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document,
unless it is required by law.

Harry L. Mathison
Harry L. Mathison

This instrument was prepared by:
Harry L. Mathison
127 North Main Street
P. O. Box 43
Henderson, KY 42419

Harry L. Mathison

ADDENDUM "A"

The undersigned stipulates and agrees that, effective first production under this Lease, all royalties otherwise payable to the undersigned under this Lease shall be paid to Dorothy Fulkerson for so long as she shall live and retain a life estate in the property that is the subject of this Lease.

Dorothy R. Fulkerson

STATE OF INDIANA
COUNTY OF SPENCER

DOROTHY R. FULKERSON PERSONALLY APPEARED BEFORE ME, BARBARA L TULEY,
A NOTARY FOR THE STATE OF INDIANA, ON THIS 8TH DAY OF JULY 2011.

Barbara L. Tuley
Barbara L. Tuley
My Commission Expires 04-30-2015



* 2 0 1 1 R - 0 2 2 1 7 4 *

2011R-02217

OIL AND GAS LEASE

SHARON DUGAS
SPENCER COUNTY RECORDER
ROCKPORT, IN

THIS AGREEMENT made and entered into this 1st day of Aug, 2011 by and between DOROTHY FULKERSON, A WIDOW; FREDERICK B. FULKERSON; SHARON G. FULKS; BERTIE JO AYER; DANIEL B. FULKERSON; NOBLE A. FULKERSON; RICHARD T. FULKERSON; JEFFREY LYNN FULKERSON; AND MICHAEL R. FULKERSON, of

INDIANA, Indiana, parties of the first part, hereinafter called lessor (whether one or more) and CABCO OPERATING COMPANY, LLC., of 2645 Frederica Street, Suite 200, Owensboro, Kentucky 42301 party of the second part, hereinafter called lessee.

WITNESSETH, That the lessor, for and in consideration of TEN DOLLARS (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease, and let exclusively unto the said lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom hydrocarbons of every kind and nature whatsoever, including but not limited to oil, gas, coalbed methane gas, casing-head gas, casing-head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating, and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or con-jointly with neighboring land, on said land for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structures thereon to produce, save and take care of said products, and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the County of Spencer, State of Indiana, and bounded as follows, to wit:

Being all of the Northeast Quarter of the Northeast Quarter of Section 31, Township 7 South, Range 6 West, containing 40 acres more or less. in Spencer County, Indiana. **Less and except**, a part of the Northeast Quarter of the Northeast Quarter beginning at the Northeast corner of the Northeast Quarter of the Northeast Quarter and running thence East 156 feet; thence South 292 feet; thence West 156 feet; thence North 292 feet to the point of beginning and containing 1.05 acres more or less.

Being the same land conveyed to lessors by Ethel May Boyd, a widow, dated March 9, 1962, of record in Deed Book 105, page 167 and by Deed from Joseph B. Fulkerson and Dorothy Fulkerson, husband and wife, dated August 31, 2004, of record in Deed Book 206, page 600, Spencer County Recorder's Office.

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain **38.95** acres.

It is agreed that this lease shall remain in force for a term of **THREE (3)** years from this date and as long thereafter as oil, gas, casing-head gas, casing-head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that at the conclusion of the term of three (3) years, Lessors shall have the right to terminate this Lease in the event Lessors are not satisfied with the amount of production by written notice to the Lessee.

In consideration of the premises the said lessee covenants and agrees:

1st: To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of the oil produced and saved from the leased premises, or at the lessees option, may pay to the lessor for such one-eighth royalty, the market price for oil or like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd: To pay lessor one-eighth, at the market price at the well for the gas so used, 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 stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd: To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth, at the market price at the well for the gas so used for the time during which such gas shall be used, said payments to be made monthly.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipelines below plow depth.

No additional wells shall be drilled on the property. All development shall be from existing well or wells on the property. No additional tank batteries shall be placed on the property.

Lessee shall pay for damage caused by its operation to growing crops on said lands.

If at the expiration of the primary term oil or gas is not being produced on said land, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 90 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil or gas so long thereafter as oil or gas is produced from said land, or from land pooled therewith. If after the expiration of the primary term of this lease and after oil or gas is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 90 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land, or from land pooled therewith.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental 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 it is hereby agreed in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

If the leased premises are now, or shall hereafter be, owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as one entirety and shall be divided among, and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage: Provided however, if the leased premises consist of two or more non-abutting tracts this paragraph shall apply separately to each non-abutting tract and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease this paragraph shall be inoperative as to such portion so consolidated.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgement it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgement of the lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. In connection with the production of oil such pooling may be in a unit or units not exceeding 160 acres each. In connection with the production of gas such pooling may be in a unit or units not exceeding 640 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit as if it were included in this lease. If production is found on the pooled acreage, it shall be treated, as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the same amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied to drill more than one well to each such unitized tract, regardless of when, where or by whom offset wells may be drilled. Lessee may dissolve or modify such unit or units by a recording thereof.

In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market and if there is no apparent production or operation on said lands sufficient to keep this agreement in full force and effect, the LESSEE may pay as royalty Fifty Dollars (\$50.00) per year for each shut-in gas well, and such payment will be considered as if gas is actually being produced within the terms and conditions of this oil and gas lease. Such payment shall be made annually in advance, within ninety (90) days following the completion of the well or the cessation of a market for gas. Such payment shall be paid or tendered to the LESSOR or to the depository bank to be specified by the LESSOR. No rental shall accrue as to the leased premises during any period covered by a shut-in gas payment as herein provided. The shut-in gas payments herein provided for shall be considered advance royalties, and production from the leased premises during any annual period for which shut-in gas rental or royalty has been paid may be credited against such advance payment.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

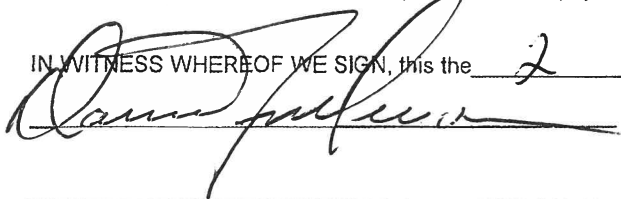
It is agreed that the lessee shall have the right to store gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights lessee shall pay to lessor an annual rental of One Hundred Dollars (\$100.00) per well per year commencing with the date storage operations start and continuing for as long thereafter as said storage operations are utilized.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due or is the result of any such law, order, rule or regulation, or is due to an act of God.

This Lease may be executed in counterparts.

Attached as an Addendum "A" is a stipulation for the payments of royalties.

IN WITNESS WHEREOF WE SIGN, this the 2 day of JUNE, 2011.



ACKNOWLEDGMENT TO THE LEASE

STATE OF Ky.

COUNTY OF Meade

I, LaBrisa Flett Notary Public, in and for said county, in the State aforesaid, do hereby certify that Daniel D. Fike personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand this 2 day of June, 2011.

My Commission expires July 27, 2014

Kalusha Flett
Notary Public.
My Commission expires **My Commission Expires**
July 27, 2014

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless it is required by law.

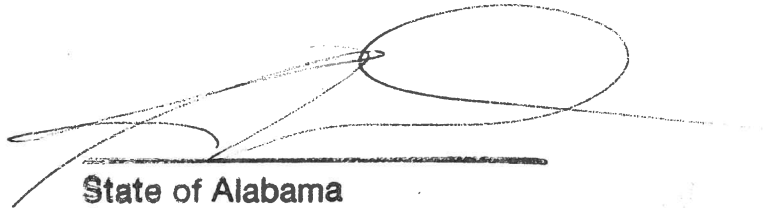
Harry L. Mathison
Harry L. Mathison

This instrument was prepared by:
Harry L. Mathison
127 North Main Street
P. O. Box 43
Henderson, KY 42419

Harry L. Mathison

ADDENDUM "A"

The undersigned stipulates and agrees that, effective first production under this Lease, all royalties otherwise payable to the undersigned under this Lease shall be paid to Dorothy Fulkerson for so long as she shall live and retain a life estate in the property that is the subject of this Lease.

A handwritten signature in black ink, appearing to read "Dorothy Fulkerson", written over a horizontal line.A handwritten signature in black ink, consisting of a large loop and a horizontal stroke, written over a horizontal line.

State of Alabama
County of Mobile
November 11-3-12

A faint, handwritten signature or set of initials in the bottom right corner of the page.



OIL AND GAS LEASE

SHARON DUGAS
SPENCER COUNTY RECORDER
ROCKPORT, IN

THIS AGREEMENT made and entered into this 1st day of Aug 2011 by and between DOROTHY FULKERSON, A WIDOW; FREDERICK B. FULKERSON; SHARON G. FULKS; BERTIE JOAYER; DANIEL B. FULKERSON; NOBLE B. FULKERSON; RICHARD T. FULKERSON; JEFFREY LYNN FULKERSON; AND MICHAEL R. FULKERSON, of SPENCER COUNTY, INDIANA, parties of the first part, hereinafter called lessor (whether one or more) and CABCO OPERATING COMPANY, LLC., of 2645 Frederica Street, Suite 200, Owensboro, Kentucky 42301 party of the second part, hereinafter called lessee.

WITNESSETH, That the lessor, for and in consideration of TEN DOLLARS (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease, and let exclusively unto the said lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom hydrocarbons of every kind and nature whatsoever, including but not limited to oil, gas, coalbed methane gas, casing-head gas, casing-head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating, and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or con-jointly with neighboring land, on said land for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structures thereon to produce, save and take care of said products, and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the County of Spencer, State of Indiana, and bounded as follows, to wit:

Being all of the Northeast Quarter of the Northeast Quarter of Section 31, Township 7 South, Range 6 West, containing 40 acres more or less. in Spencer County, Indiana. **Less and except**, a part of the Northeast Quarter of the Northeast Quarter beginning at the Northeast corner of the Northeast Quarter of the Northeast Quarter and running thence East 156 feet; thence South 292 feet; thence West 156 feet; thence North 292 feet to the point of beginning and containing 1.05 acres more or less.

Being the same land conveyed to lessors by Ethel May Boyd, a widow, dated March 9, 1962, of record in Deed Book 105, page 167 and by Deed from Joseph B. Fulkerson and Dorothy Fulkerson, husband and wife, dated August 31, 2004, of record in Deed Book 206, page 600, Spencer County Recorder's Office.

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain **38.95** acres.

It is agreed that this lease shall remain in force for a term of **THREE (3)** years from this date and as long thereafter as oil, gas, casing-head gas, casing-head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that at the conclusion of the term of three (3) years, Lessors shall have the right to terminate this Lease in the event Lessors are not satisfied with the amount of production by written notice to the Lessee.

In consideration of the premises the said lessee covenants and agrees:

1st: To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of the oil produced and saved from the leased premises, or at the lessees option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd: To pay lessor one-eighth, at the market price at the well for the gas so used, 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 stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd: To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth, at the market price at the well for the gas so used for the time during which such gas shall be used, said payments to be made monthly.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipelines below plow depth.

No additional wells shall be drilled on the property. All development shall be from existing well or wells on the property. No additional tank batteries shall be placed on the property.

Lessee shall pay for damage caused by its operation to growing crops on said lands.

If at the expiration of the primary term oil or gas is not being produced on said land, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 90 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil or gas so long thereafter as oil or gas is produced from said land, or from land pooled therewith. If after the expiration of the primary term of this lease and after oil or gas is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 90 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land, or from land pooled therewith.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental 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 it is hereby agreed in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

If the leased premises are now, or shall hereafter be, owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as one entirety and shall be divided among, and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage: Provided however, if the leased premises consist of two or more non-abutting tracts this paragraph shall apply separately to each non-abutting tract and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease this paragraph shall be inoperative as to such portion so consolidated.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgement it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgement of the lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. In connection with the production of oil such pooling may be in a unit or units not exceeding 160 acres each. In connection with the production of gas such pooling may be in a unit or units not exceeding 640 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit as if it were included in this lease. If production is found on the pooled acreage, it shall be treated, as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the same amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied to drill more than one well to each such unitized tract, regardless of when, where or by whom offset wells may be drilled. Lessee may dissolve or modify such unit or units by a recording thereof.

In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market and if there is no apparent production or operation on said lands sufficient to keep this agreement in full force and effect, the LESSEE may pay as royalty Fifty Dollars (\$50.00) per year for each shut-in gas well, and such payment will be considered as if gas is actually being produced within the terms and conditions of this oil and gas lease. Such payment shall be made annually in advance, within ninety (90) days following the completion of the well or the cessation of a market for gas. Such payment shall be paid or tendered to the LESSOR or to the depository bank to be specified by the LESSOR. No rental shall accrue as to the leased premises during any period covered by a shut-in gas payment as herein provided. The shut-in gas payments herein provided for shall be considered advance royalties, and production from the leased premises during any annual period for which shut-in gas rental or royalty has been paid may be credited against such advance payment.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

It is agreed that the lessee shall have the right to store gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights lessee shall pay to lessor an annual rental of One Hundred Dollars (\$100.00) per well per year commencing with the date storage operations start and continuing for as long thereafter as said storage operations are utilized.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due or is the result of any such law, order, rule or regulation, or is due to an act of God.

This Lease may be executed in counterparts.

Attached as an Addendum "A" is a stipulation for the payments of royalties.

IN WITNESS WHEREOF WE SIGN, this the 1st day of JUNE, 20 11.

M. L. Fulkerson

ACKNOWLEDGMENT TO THE LEASE

STATE OF Tenn

COUNTY OF Sullivan

I, Nancy Buren Notary Public, in and for said county, in the State aforesaid, do hereby certify that Joseph Michael Fulkerson personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand this 1 day of June, 2011.

My Commission expires 5-6-2014

Nancy Buren
Notary Public.

My Commission expires 5-6-2014

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless it is required by law.

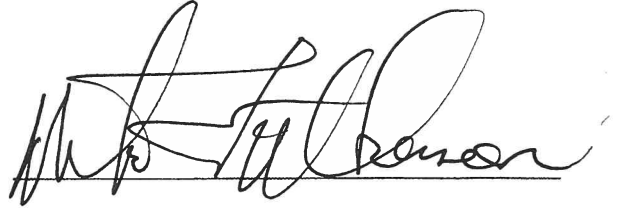
Harry L. Mathison
Harry L. Mathison

This instrument was prepared by:
Harry L. Mathison
127 North Main Street
P. O. Box 43
Henderson, KY 42419

Harry L. Mathison

ADDENDUM "A"

The undersigned stipulates and agrees that, effective first production under this Lease, all royalties otherwise payable to the undersigned under this Lease shall be paid to Dorothy Fulkerson for so long as she shall live and retain a life estate in the property that is the subject of this Lease.



Subscribed And Sworn to Before Me,
The Undersigned Notary Public, In And
For Said County, This 24th

Day of June, 2011

Line R. Miss

My Commission Expires July 31, 2016



* 2 0 1 1 R - 0 2 2 1 9 4 *

2011R-02219

OIL AND GAS LEASE

SHARON DUGAS
SPENCER COUNTY RECORDER
ROCKPORT, IN

THIS AGREEMENT made and entered into this 1st day of Aug 2011 by and between DOROTHY FULKERSON, A WIDOW; FREDERICK B. FULKERSON; SHARON G. FULKS; BERTIE JOAYER; DANIEL B. FULKERSON; NORBERT A. FULKERSON; RICHARD T. FULKERSON; JEFFREY LYNN FULKERSON; AND MICHAEL R. FULKERSON, of

PAGES: 4

_____, Indiana, parties of the first part, hereinafter called lessor (whether one or more) and CABCO OPERATING COMPANY, LLC., of 2645 Frederica Street, Suite 200, Owensboro, Kentucky 42301 party of the second part, hereinafter called lessee.

WITNESSETH, That the lessor, for and in consideration of TEN DOLLARS (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease, and let exclusively unto the said lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom hydrocarbons of every kind and nature whatsoever, including but not limited to oil, gas, coalbed methane gas, casing-head gas, casing-head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating, and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or con-jointly with neighboring land, on said land for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structures thereon to produce, save and take care of said products, and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the County of **Spencer**, State of Indiana, and bounded as follows, to wit:

Being all of the Northeast Quarter of the Northeast Quarter of Section 31, Township 7 South, Range 6 West, containing 40 acres more or less. in Spencer County, Indiana. **Less and except**, a part of the Northeast Quarter of the Northeast Quarter beginning at the Northeast corner of the Northeast Quarter of the Northeast Quarter and running thence East 156 feet; thence South 292 feet; thence West 156 feet; thence North 292 feet to the point of beginning and containing 1.05 acres more or less.

Being the same land conveyed to lessors by Ethel May Boyd, a widow, dated March 9, 1962, of record in Deed Book 105, page 167 and by Deed from Joseph B. Fulkerson and Dorothy Fulkerson, husband and wife, dated August 31, 2004, of record in Deed Book 206, page 600, Spencer County Recorder's Office.

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain **38.95** acres.

It is agreed that this lease shall remain in force for a term of **THREE (3)** years from this date and as long thereafter as oil, gas, casing-head gas, casing-head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that at the conclusion of the term of three (3) years, Lessors shall have the right to terminate this Lease in the event Lessors are not satisfied with the amount of production by written notice to the Lessee.

In consideration of the premises the said lessee covenants and agrees:

1st: To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of the oil produced and saved from the leased premises, or at the lessees option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd: To pay lessor one-eighth, at the market price at the well for the gas so used, 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 stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd: To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth, at the market price at the well for the gas so used for the time during which such gas shall be used, said payments to be made monthly.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipelines below plow depth.

No additional wells shall be drilled on the property. All development shall be from existing well or wells on the property. No additional tank batteries shall be placed on the property.

Lessee shall pay for damage caused by its operation to growing crops on said lands.

If at the expiration of the primary term oil or gas is not being produced on said land, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 90 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil or gas so long thereafter as oil or gas is produced from said land, or from land pooled therewith. If after the expiration of the primary term of this lease and after oil or gas is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 90 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land, or from land pooled therewith.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental 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 it is hereby agreed in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

If the leased premises are now, or shall hereafter be, owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as one entirety and shall be divided among, and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage: Provided however, if the leased premises consist of two or more non-abutting tracts this paragraph shall apply separately to each non-abutting tract and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease this paragraph shall be inoperative as to such portion so consolidated.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgement it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgement of the lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. In connection with the production of oil such pooling may be in a unit or units not exceeding 160 acres each. In connection with the production of gas such pooling may be in a unit or units not exceeding 640 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit as if it were included in this lease. If production is found on the pooled acreage, it shall be treated, as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the same amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied to drill more than one well to each such unitized tract, regardless of when, where or by whom offset wells may be drilled. Lessee may dissolve or modify such unit or units by a recording thereof.

In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market and if there is no apparent production or operation on said lands sufficient to keep this agreement in full force and effect, the LESSEE may pay as royalty Fifty Dollars (\$50.00) per year for each shut-in gas well, and such payment will be considered as if gas is actually being produced within the terms and conditions of this oil and gas lease. Such payment shall be made annually in advance, within ninety (90) days following the completion of the well or the cessation of a market for gas. Such payment shall be paid or tendered to the LESSOR or to the depository bank to be specified by the LESSOR. No rental shall accrue as to the leased premises during any period covered by a shut-in gas payment as herein provided. The shut-in gas payments herein provided for shall be considered advance royalties, and production from the leased premises during any annual period for which shut-in gas rental or royalty has been paid may be credited against such advance payment.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

It is agreed that the lessee shall have the right to store gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights lessee shall pay to lessor an annual rental of One Hundred Dollars (\$100.00) per well per year commencing with the date storage operations start and continuing for as long thereafter as said storage operations are utilized.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due or is the result of any such law, order, rule or regulation, or is due to an act of God.

This Lease may be executed in counterparts.

Attached as an Addendum "A" is a stipulation for the payments of royalties.

IN WITNESS WHEREOF WE SIGN, this the 7 day of JUNE, 20 11.

JEFFREY LYNN FULKERSON

Jeffrey Lynn Fulkerson

ACKNOWLEDGMENT TO THE LEASE

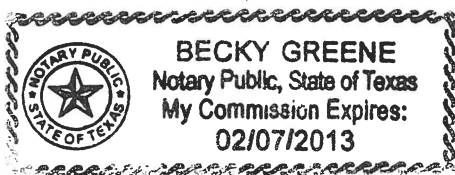
STATE OF Texas

COUNTY OF Harris

I, Becky Greene Notary Public, in and for said county, in the State aforesaid, do hereby certify that Jeffrey Lynn Fulkerson personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand this 7th day of June, 2011.

My Commission expires 2/7/2013



Becky Greene
Notary Public.
My Commission expires 2/7/2013

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless it is required by law.

Harry L. Mathison
Harry L. Mathison

This instrument was prepared by:
Harry L. Mathison
127 North Main Street
P. O. Box 43
Henderson, KY 42419

Harry L. Mathison

ADDENDUM "A"

The undersigned stipulates and agrees that, effective first production under this Lease, all royalties otherwise payable to the undersigned under this Lease shall be paid to Dorothy Fulkerson for so long as she shall live and retain a life estate in the property that is the subject of this Lease.

Jeffrey Lynn Fulkerson



* 2 0 1 1 R - 0 2 2 2 0 4 *

2011R-02220

OIL AND GAS LEASE

SHARON DUGAS
SPENCER COUNTY RECORDER
ROCKPORT, IN

THIS AGREEMENT made and entered into this 1st day of Aug, 2011 by and between DOROTHY FULKERSON, A WIDOW; FREDERICK B. FULKERSON; SHARON G. FULKS; BERTIE JO AYER; DANIEL B. FULKERSON; NOBBERN A. FULKERSON; RICHARD T. FULKERSON; JEFFREY LYNN FULKERSON; AND MICHAEL R. FULKERSON, of

INDIANA, parties of the first part, hereinafter called lessor (whether one or more) and CABCO OPERATING COMPANY, LLC., of 2645 Frederica Street, Suite 200, Owensboro, Kentucky 42301 party of the second part, hereinafter called lessee.

WITNESSETH, That the lessor, for and in consideration of TEN DOLLARS (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease, and let exclusively unto the said lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom hydrocarbons of every kind and nature whatsoever, including but not limited to oil, gas, coalbed methane gas, casing-head gas, casing-head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating, and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or con-jointly with neighboring land, on said land for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structures thereon to produce, save and take care of said products, and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the County of Spencer, State of Indiana, and bounded as follows, to wit:

Being all of the Northeast Quarter of the Northeast Quarter of Section 31, Township 7 South, Range 6 West, containing 40 acres more or less. in Spencer County, Indiana. **Less and except**, a part of the Northeast Quarter of the Northeast Quarter beginning at the Northeast corner of the Northeast Quarter of the Northeast Quarter and running thence East 156 feet; thence South 292 feet; thence West 156 feet; thence North 292 feet to the point of beginning and containing 1.05 acres more or less.

Being the same land conveyed to lessors by Ethel May Boyd, a widow, dated March 9, 1962, of record in Deed Book 105, page 167 and by Deed from Joseph B. Fulkerson and Dorothy Fulkerson, husband and wife, dated August 31, 2004, of record in Deed Book 206, page 600, Spencer County Recorder's Office.

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain **38.95** acres.

It is agreed that this lease shall remain in force for a term of **THREE (3)** years from this date and as long thereafter as oil, gas, casing-head gas, casing-head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that at the conclusion of the term of three (3) years, Lessors shall have the right to terminate this Lease in the event Lessors are not satisfied with the amount of production by written notice to the Lessee.

In consideration of the premises the said lessee covenants and agrees:

1st: To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of the oil produced and saved from the leased premises, or at the lessees option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd: To pay lessor one-eighth, at the market price at the well for the gas so used, 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 stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd: To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth, at the market price at the well for the gas so used for the time during which such gas shall be used, said payments to be made monthly.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipelines below plow depth.

No additional wells shall be drilled on the property. All development shall be from existing well or wells on the property. No additional tank batteries shall be placed on the property.

Lessee shall pay for damage caused by its operation to growing crops on said lands.

If at the expiration of the primary term oil or gas is not being produced on said land, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 90 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil or gas so long thereafter as oil or gas is produced from said land, or from land pooled therewith. If after the expiration of the primary term of this lease and after oil or gas is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 90 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land, or from land pooled therewith.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental 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 it is hereby agreed in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

If the leased premises are now, or shall hereafter be, owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as one entirety and shall be divided among, and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage: Provided however, if the leased premises consist of two or more non-abutting tracts this paragraph shall apply separately to each non-abutting tract and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease this paragraph shall be inoperative as to such portion so consolidated.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgement it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgement of the lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. In connection with the production of oil such pooling may be in a unit or units not exceeding 160 acres each. In connection with the production of gas such pooling may be in a unit or units not exceeding 640 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit as if it were included in this lease. If production is found on the pooled acreage, it shall be treated, as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the same amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied to drill more than one well to each such unitized tract, regardless of when, where or by whom offset wells may be drilled. Lessee may dissolve or modify such unit or units by a recording thereof.

In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market and if there is no apparent production or operation on said lands sufficient to keep this agreement in full force and effect, the LESSEE may pay as royalty Fifty Dollars (\$50.00) per year for each shut-in gas well, and such payment will be considered as if gas is actually being produced within the terms and conditions of this oil and gas lease. Such payment shall be made annually in advance, within ninety (90) days following the completion of the well or the cessation of a market for gas. Such payment shall be paid or tendered to the LESSOR or to the depository bank to be specified by the LESSOR. No rental shall accrue as to the leased premises during any period covered by a shut-in gas payment as herein provided. The shut-in gas payments herein provided for shall be considered advance royalties, and production from the leased premises during any annual period for which shut-in gas rental or royalty has been paid may be credited against such advance payment.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

It is agreed that the lessee shall have the right to store gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights lessee shall pay to lessor an annual rental of One Hundred Dollars (\$100.00) per well per year commencing with the date storage operations start and continuing for as long thereafter as said storage operations are utilized.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due or is the result of any such law, order, rule or regulation, or is due to an act of God.

This Lease may be executed in counterparts.

Attached as an Addendum "A" is a stipulation for the payments of royalties.

IN WITNESS WHEREOF WE SIGN, this the 25 day of May, 20 11.

Bertie J. Ayer

ACKNOWLEDGMENT TO THE LEASE

STATE OF IN

COUNTY OF Spencer

I, Renee L Partridge Notary Public, in and for said county,
in the State aforesaid, do hereby certify that Bertie J Ayer personally
known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person
and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes
therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand this 25 day of May, 2011.

My Commission expires 8-31-2017

Renee L Partridge
Renee L Partridge
Notary Public.

My Commission expires 8-31-2017

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document,
unless it is required by law.

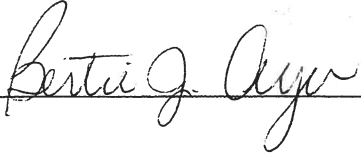
Harry L Mathison
Harry L Mathison

This instrument was prepared by:
Harry L. Mathison
127 North Main Street
P. O. Box 43
Henderson, KY 42419

Harry L Mathison

ADDENDUM "A"

The undersigned stipulates and agrees that, effective first production under this Lease, all royalties otherwise payable to the undersigned under this Lease shall be paid to Dorothy Fulkerson for so long as she shall live and retain a life estate in the property that is the subject of this Lease.





OIL AND GAS LEASE

SHARON DUGAS
SPENCER COUNTY RECORDER
ROCKPORT, IN

RECORDED ON
2011 AUG 31 2 05 PM
PAGES: 4

THIS AGREEMENT made and entered into this 1st day of Aug 2011 by and between DOROTHY FULKERSON, A WIDOW; FREDERICK B. FULKERSON; SHARON G. FULKS; BERTIE JO AYER; DANIEL B. FULKERSON; NORBERT A. FULKERSON; RICHARD T. FULKERSON; JEFFREY LYNN FULKERSON; AND MICHAEL REG. FULKERSON, of _____, Indiana, parties of the first part, hereinafter called lessor (whether one or more) and CABCO OPERATING COMPANY, LLC., of 2645 Frederica Street, Suite 200, Owensboro, Kentucky 42301 party of the second part, hereinafter called lessee.

WITNESSETH, That the lessor, for and in consideration of TEN DOLLARS (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease, and let exclusively unto the said lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom hydrocarbons of every kind and nature whatsoever, including but not limited to oil, gas, coalbed methane gas, casing-head gas, casing-head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating, and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or con-jointly with neighboring land, on said land for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structures thereon to produce, save and take care of said products, and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the County of Spencer, State of Indiana, and bounded as follows, to wit:

Being all of the Northeast Quarter of the Northeast Quarter of Section 31, Township 7 South, Range 6 West, containing 40 acres more or less. in Spencer County, Indiana. **Less and except**, a part of the Northeast Quarter of the Northeast Quarter beginning at the Northeast corner of the Northeast Quarter of the Northeast Quarter and running thence East 156 feet; thence South 292 feet; thence West 156 feet; thence North 292 feet to the point of beginning and containing 1.05 acres more or less.

Being the same land conveyed to lessors by Ethel May Boyd, a widow, dated March 9, 1962, of record in Deed Book 105, page 167 and by Deed from Joseph B. Fulkerson and Dorothy Fulkerson, husband and wife, dated August 31, 2004, of record in Deed Book 206, page 600, Spencer County Recorder's Office.

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain **38.95** acres.

It is agreed that this lease shall remain in force for a term of **THREE (3)** years from this date and as long thereafter as oil, gas, casing-head gas, casing-head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that at the conclusion of the term of three (3) years, Lessors shall have the right to terminate this Lease in the event Lessors are not satisfied with the amount of production by written notice to the Lessee.

In consideration of the premises the said lessee covenants and agrees:

1st: To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of the oil produced and saved from the leased premises, or at the lessees option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd: To pay lessor one-eighth, at the market price at the well for the gas so used, 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 stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd: To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth, at the market price at the well for the gas so used for the time during which such gas shall be used, said payments to be made monthly.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipelines below plow depth.

No additional wells shall be drilled on the property. All development shall be from existing well or wells on the property. No additional tank batteries shall be placed on the property.

Lessee shall pay for damage caused by its operation to growing crops on said lands.

If at the expiration of the primary term oil or gas is not being produced on said land, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 90 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil or gas so long thereafter as oil or gas is produced from said land, or from land pooled therewith. If after the expiration of the primary term of this lease and after oil or gas is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 90 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land, or from land pooled therewith.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental 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 it is hereby agreed in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

If the leased premises are now, or shall hereafter be, owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as one entirety and shall be divided among, and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage: Provided however, if the leased premises consist of two or more non-abutting tracts this paragraph shall apply separately to each non-abutting tract and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease this paragraph shall be inoperative as to such portion so consolidated.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgement it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgement of the lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. In connection with the production of oil such pooling may be in a unit or units not exceeding 160 acres each. In connection with the production of gas such pooling may be in a unit or units not exceeding 640 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit as if it were included in this lease. If production is found on the pooled acreage, it shall be treated, as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the same amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied to drill more than one well to each such unitized tract, regardless of when, where or by whom offset wells may be drilled. Lessee may dissolve or modify such unit or units by a recording thereof.

In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market and if there is no apparent production or operation on said lands sufficient to keep this agreement in full force and effect, the LESSEE may pay as royalty Fifty Dollars (\$50.00) per year for each shut-in gas well, and such payment will be considered as if gas is actually being produced within the terms and conditions of this oil and gas lease. Such payment shall be made annually in advance, within ninety (90) days following the completion of the well or the cessation of a market for gas. Such payment shall be paid or tendered to the LESSOR or to the depository bank to be specified by the LESSOR. No rental shall accrue as to the leased premises during any period covered by a shut-in gas payment as herein provided. The shut-in gas payments herein provided for shall be considered advance royalties, and production from the leased premises during any annual period for which shut-in gas rental or royalty has been paid may be credited against such advance payment.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

It is agreed that the lessee shall have the right to store gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights lessee shall pay to lessor an annual rental of One Hundred Dollars (\$100.00) per well per year commencing with the date storage operations start and continuing for as long thereafter as said storage operations are utilized.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due or is the result of any such law, order, rule or regulation, or is due to an act of God.

This Lease may be executed in counterparts.

Attached as an Addendum "A" is a stipulation for the payments of royalties.

IN WITNESS WHEREOF WE SIGN, this the 21 day of May, 2011.

Frederic B Fulkerson

ACKNOWLEDGMENT TO THE LEASE

STATE OF Kentucky

COUNTY OF Madison

I, Margaret Kathy Honeycutt Notary Public, in and for said county, in the State aforesaid, do hereby certify that Frederic B Fulkerson personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand this 21 day of May, 2011.

My Commission expires May 20 2015

Margaret Kathy Honeycutt
441832

Notary Public.

My Commission expires May 20 2015

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless it is required by law.

Harry L Mathison
Harry L Mathison

This instrument was prepared by:
Harry L. Mathison
127 North Main Street
P. O. Box 43
Henderson, KY 42419

Harry L Mathison

ADDENDUM "A"

The undersigned stipulates and agrees that, effective first production under this Lease, all royalties otherwise payable to the undersigned under this Lease shall be paid to Dorothy Fulkerson for so long as she shall live and retain a life estate in the property that is the subject of this Lease.

Fred B Fulkerson

Margaret Karing Housenett
May 20, 2015
441632



* 2 0 1 1 R - 0 2 2 2 2 5 *

2011R-02222

OIL AND GAS LEASE

SHARON DUGAS
SPENCER COUNTY RECORDER
ROCKPORT, IN

THIS AGREEMENT made and entered into this 1st day of Aug 2011 by and between DOROTHY FULKERSON, A WIDOW; FREDERICK B. FULKERSON; SHARON G. FULKS; BERTIE JO AYER; DANIEL B. FULKERSON; NORBERT A. FULKERSON; RICHARD T. FULKERSON; JEFFREY LYNN FULKERSON; AND MICHAEL FULKERSON, of ROCKPORT, IN, of

CABCO OPERATING COMPANY, LLC., of 2645 Frederica Street, Suite 200, Owensboro, Kentucky 42301 party of the second part, hereinafter called lessee.

WITNESSETH, That the lessor, for and in consideration of TEN DOLLARS (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease, and let exclusively unto the said lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom hydrocarbons of every kind and nature whatsoever, including but not limited to oil, gas, coalbed methane gas, casing-head gas, casing-head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating, and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or con-jointly with neighboring land, on said land for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structures thereon to produce, save and take care of said products, and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the County of Spencer, State of Indiana, and bounded as follows, to wit:

Being all of the Northeast Quarter of the Northeast Quarter of Section 31, Township 7 South, Range 6 West, containing 40 acres more or less. in Spencer County, Indiana. **Less and except**, a part of the Northeast Quarter of the Northeast Quarter beginning at the Northeast corner of the Northeast Quarter of the Northeast Quarter and running thence East 156 feet; thence South 292 feet; thence West 156 feet; thence North 292 feet to the point of beginning and containing 1.05 acres more or less.

Being the same land conveyed to lessors by Ethel May Boyd, a widow, dated March 9, 1962, of record in Deed Book 105, page 167 and by Deed from Joseph B. Fulkerson and Dorothy Fulkerson, husband and wife, dated August 31, 2004, of record in Deed Book 206, page 600, Spencer County Recorder's Office.

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain **38.95** acres.

It is agreed that this lease shall remain in force for a term of **THREE (3)** years from this date and as long thereafter as oil, gas, casing-head gas, casing-head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that at the conclusion of the term of three (3) years, Lessors shall have the right to terminate this Lease in the event Lessors are not satisfied with the amount of production by written notice to the Lessee.

In consideration of the premises the said lessee covenants and agrees:

1st: To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of the oil produced and saved from the leased premises, or at the lessees option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd: To pay lessor one-eighth, at the market price at the well for the gas so used, 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 stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd: To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth, at the market price at the well for the gas so used for the time during which such gas shall be used, said payments to be made monthly.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipelines below plow depth.

No additional wells shall be drilled on the property. All development shall be from existing well or wells on the property. No additional tank batteries shall be placed on the property.

Lessee shall pay for damage caused by its operation to growing crops on said lands.

If at the expiration of the primary term oil or gas is not being produced on said land, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 90 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil or gas so long thereafter as oil or gas is produced from said land, or from land pooled therewith. If after the expiration of the primary term of this lease and after oil or gas is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 90 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land, or from land pooled therewith.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental 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 it is hereby agreed in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

If the leased premises are now, or shall hereafter be, owned in severally or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as one entirety and shall be divided among, and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage: Provided however, if the leased premises consist of two or more non-abutting tracts this paragraph shall apply separately to each non-abutting tract and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease this paragraph shall be inoperative as to such portion so consolidated.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgement it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgement of the lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. In connection with the production of oil such pooling may be in a unit or units not exceeding 160 acres each. In connection with the production of gas such pooling may be in a unit or units not exceeding 640 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit as if it were included in this lease. If production is found on the pooled acreage, it shall be treated, as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the same amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied to drill more than one well to each such unitized tract, regardless of when, where or by whom offset wells may be drilled. Lessee may dissolve or modify such unit or units by a recording thereof.

In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market and if there is no apparent production or operation on said lands sufficient to keep this agreement in full force and effect, the LESSEE may pay as royalty Fifty Dollars (\$50.00) per year for each shut-in gas well, and such payment will be considered as if gas is actually being produced within the terms and conditions of this oil and gas lease. Such payment shall be made annually in advance, within ninety (90) days following the completion of the well or the cessation of a market for gas. Such payment shall be paid or tendered to the LESSOR or to the depository bank to be specified by the LESSOR. No rental shall accrue as to the leased premises during any period covered by a shut-in gas payment as herein provided. The shut-in gas payments herein provided for shall be considered advance royalties, and production from the leased premises during any annual period for which shut-in gas rental or royalty has been paid may be credited against such advance payment.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

It is agreed that the lessee shall have the right to store gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights lessee shall pay to lessor an annual rental of One Hundred Dollars (\$100.00) per well per year commencing with the date storage operations start and continuing for as long thereafter as said storage operations are utilized.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due or is the result of any such law, order, rule or regulation, or is due to an act of God.

This Lease may be executed in counterparts.

Attached as an Addendum "A" is a stipulation for the payments of royalties.

IN WITNESS WHEREOF WE SIGN, this the 26 day of May, 20 11.

Sharon Folks

ACKNOWLEDGMENT TO THE LEASE

STATE OF Ind

COUNTY OF Spencer

I, Joyce E. Seay Notary Public, in and for said county,
in the State aforesaid, do hereby certify that Sharon Folks personally
known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person
and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes
therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand this 26 day of May, 2011.

My Commission expires 9-27-2016

Joyce E Seay
Joyce E Seay
Notary Public.

My Commission expires 9-27-2016

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document,
unless it is required by law.

Harry L Mathison
Harry L Mathison

This instrument was prepared by:
Harry L. Mathison
127 North Main Street
P. O. Box 43
Henderson, KY 42419

Harry L Mathison

ADDENDUM "A"

The undersigned stipulates and agrees that, effective first production under this Lease, all royalties otherwise payable to the undersigned under this Lease shall be paid to Dorothy Fulkerson for so long as she shall live and retain a life estate in the property that is the subject of this Lease.

Sharon Fulks

FREEDOM

B A N K

10 East Medcalf Street
PO Box 723
Dale, Indiana 47523
Phone 812.937.4000
Fax 812.937.4110

1405 North Main Street
PO Box 177
Huntingburg, Indiana 47542
Phone 812.683.8998
Fax 812.683.8558

75 South US 231
PO Box 607
Jasper, Indiana 47546
Phone 812.634.0091
Fax 812.634.0097

2596 W Ridgeway Drive
PO Box 9
Rockport, Indiana 47635
Phone 812.649.9000
Fax 812.649.8558

STATE OF Ind
COUNTY OF Spencer

THE FOREGOING AGREEMENT WAS DULY SIGNED AND
ACKNOWLEDGED BEFORE ME BY Sharon Fuiks
ON THIS THE 26 DAY OF May
2001.


NOTARY SIGNATURE

JOYCE E Seay
PRINT NOTARY NAME

9-27-2016
COMMISSION EXPIRATION

PREPARED BY: FREEDOM BANK
2596 W RIDGEWAY DR
ROCKPORT, IN 47635



* 2 0 1 1 R - 0 2 2 2 3 4 *

2011R-02223

OIL AND GAS LEASE

SHARON DUGAS
SPENCER COUNTY RECORDER
ROCKPORT, IN

THIS AGREEMENT made and entered into this 1st day of Aug 2011 by and between DOROTHY FULKERSON, A WIDOW; FREDERICK B. FULKERSON; SHARON G. FULKS; BERTIE JO AYER; DANIEL B. FULKERSON; ROBERT A. FULKERSON; RICHARD T. FULKERSON; JEFFREY LYNN FULKERSON; AND MICHAEL J. FULKERSON, of

INDIANA, parties of the first part, hereinafter called lessor (whether one or more) and CABCO OPERATING COMPANY, LLC., of 2645 Frederica Street, Suite 200, Owensboro, Kentucky 42301 party of the second part, hereinafter called lessee.

WITNESSETH, That the lessor, for and in consideration of **TEN DOLLARS (\$10.00)** cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease, and let exclusively unto the said lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom hydrocarbons of every kind and nature whatsoever, including but not limited to oil, gas, coalbed methane gas, casing-head gas, casing-head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating, and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or con-jointly with neighboring land, on said land for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structures thereon to produce, save and take care of said products, and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the County of **Spencer**, State of Indiana, and bounded as follows, to wit:

Being all of the Northeast Quarter of the Northeast Quarter of Section 31, Township 7 South, Range 6 West, containing 40 acres more or less. in Spencer County, Indiana. **Less and except**, a part of the Northeast Quarter of the Northeast Quarter beginning at the Northeast corner of the Northeast Quarter of the Northeast Quarter and running thence East 156 feet; thence South 292 feet; thence West 156 feet; thence North 292 feet to the point of beginning and containing 1.05 acres more or less.

Being the same land conveyed to lessors by Ethel May Boyd, a widow, dated March 9, 1962, of record in Deed Book 105, page 167 and by Deed from Joseph B. Fulkerson and Dorothy Fulkerson, husband and wife, dated August 31, 2004, of record in Deed Book 206, page 600, Spencer County Recorder's Office.

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain **38.95** acres.

It is agreed that this lease shall remain in force for a term of **THREE (3)** years from this date and as long thereafter as oil, gas, casing-head gas, casing-head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that at the conclusion of the term of three (3) years, Lessors shall have the right to terminate this Lease in the event Lessors are not satisfied with the amount of production by written notice to the Lessee.

In consideration of the premises the said lessee covenants and agrees:

1st: To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of the oil produced and saved from the leased premises, or at the lessees option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd: To pay lessor one-eighth, at the market price at the well for the gas so used, 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 stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd: To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth, at the market price at the well for the gas so used for the time during which such gas shall be used, said payments to be made monthly.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipelines below plow depth.

No additional wells shall be drilled on the property. All development shall be from existing well or wells on the property. No additional tank batteries shall be placed on the property.

Lessee shall pay for damage caused by its operation to growing crops on said lands.

If at the expiration of the primary term oil or gas is not being produced on said land, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 90 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil or gas so long thereafter as oil or gas is produced from said land, or from land pooled therewith. If after the expiration of the primary term of this lease and after oil or gas is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 90 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land, or from land pooled therewith.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental 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 it is hereby agreed in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

If the leased premises are now, or shall hereafter be, owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as one entirety and shall be divided among, and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage: Provided however, if the leased premises consist of two or more non-abutting tracts this paragraph shall apply separately to each non-abutting tract and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease this paragraph shall be inoperative as to such portion so consolidated.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessees judgement it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgement of the lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. In connection with the production of oil such pooling may be in a unit or units not exceeding 160 acres each. In connection with the production of gas such pooling may be in a unit or units not exceeding 640 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit as if it were included in this lease. If production is found on the pooled acreage, it shall be treated, as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the same amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied to drill more than one well to each such unitized tract, regardless of when, where or by whom offset wells may be drilled. Lessee may dissolve or modify such unit or units by a recording thereof.

In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market and if there is no apparent production or operation on said lands sufficient to keep this agreement in full force and effect, the LESSEE may pay as royalty Fifty Dollars (\$50.00) per year for each shut-in gas well, and such payment will be considered as if gas is actually being produced within the terms and conditions of this oil and gas lease. Such payment shall be made annually in advance, within ninety (90) days following the completion of the well or the cessation of a market for gas. Such payment shall be paid or tendered to the LESSOR or to the depository bank to be specified by the LESSOR. No rental shall accrue as to the leased premises during any period covered by a shut-in gas payment as herein provided. The shut-in gas payments herein provided for shall be considered advance royalties, and production from the leased premises during any annual period for which shut-in gas rental or royalty has been paid may be credited against such advance payment.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

It is agreed that the lessee shall have the right to store gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights lessee shall pay to lessor an annual rental of One Hundred Dollars (\$100.00) per well per year commencing with the date storage operations start and continuing for as long thereafter as said storage operations are utilized.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due or is the result of any such law, order, rule or regulation, or is due to an act of God.

This Lease may be executed in counterparts.

Attached as an Addendum "A" is a stipulation for the payments of royalties.

IN WITNESS WHEREOF WE SIGN, this the 8TH day of JULY, 20 11.

Nobert H. Fulker

ACKNOWLEDGMENT TO THE LEASE

STATE OF INDIANA

COUNTY OF SPENCER

I, JUDITH E. JOHNSON Notary Public, in and for said county, in the State aforesaid, do hereby certify that NOBERT A. FULKERSON personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand this 8TH day of JULY, 2011.

My Commission expires 4-14-2014

Judith E. Johnson
JUDITH E. JOHNSON

Notary Public.

My Commission expires 4-14-2014

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless it is required by law.

Harry L. Mathison
Harry L. Mathison

This instrument was prepared by:
Harry L. Mathison
127 North Main Street
P. O. Box 43
Henderson, KY 42419

Harry L. Mathison

ADDENDUM "A"

The undersigned stipulates and agrees that, effective first production under this Lease, all royalties otherwise payable to the undersigned under this Lease shall be paid to Dorothy Fulkerson for so long as she shall live and retain a life estate in the property that is the subject of this Lease.

Robert H Fulkerson

OIL AND GAS LEASE



SHARON DUGAS

SPENCER COUNTY RECORDED

DOROTHY FULKERSON; NORBERT

A. FULKERSON; RICHARD T. FULKERSON; JEFFREY LYNN FULKERSON; AND MICHAEL E. FULKERSON, of

RECORDED ON

07/28/2011 12:35PM

CABCO OPERATING

PAGES: 4

THIS AGREEMENT made and entered into this 8th day of July, 2011, by and between DOROTHY FULKERSON, A WIDOW; FREDERICK B. FULKERSON; SHARON G. FULKS; BERTIE JO AYER; DANIEL FULKERSON; NORBERT A. FULKERSON; RICHARD T. FULKERSON; JEFFREY LYNN FULKERSON; AND MICHAEL E. FULKERSON, of SPENCER COUNTY, INDIANA, parties of the first part, hereinafter called lessor (whether one or more), and CABCO OPERATING COMPANY, LLC., of 2645 Frederica Street, Suite 200, Owensboro, Kentucky 42301 party of the second part, hereinafter called lessee.

WITNESSETH, That the lessor, for and in consideration of TEN DOLLARS (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease, and let exclusively unto the said lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom hydrocarbons of every kind and nature whatsoever, including but not limited to oil, gas, coalbed methane gas, casing-head gas, casing-head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating, and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or con-jointly with neighboring land, on said land for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structures thereon to produce, save and take care of said products, and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the County of Spencer, State of Indiana, and bounded as follows, to wit:

Being all of the Northeast Quarter of the Northeast Quarter of Section 31, Township 7 South, Range 6 West, containing 40 acres more or less. in Spencer County, Indiana. **Less and except**, a part of the Northeast Quarter of the Northeast Quarter beginning at the Northeast corner of the Northeast Quarter of the Northeast Quarter and running thence East 156 feet; thence South 292 feet; thence West 156 feet; thence North 292 feet to the point of beginning and containing 1.05 acres more or less.

Being the same land conveyed to lessors by Ethel May Boyd, a widow, dated March 9, 1962, of record in Deed Book 105, page 167 and by Deed from Joseph B. Fulkerson and Dorothy Fulkerson, husband and wife, dated August 31, 2004, of record in Deed Book 206, page 600, Spencer County Recorder's Office.

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain **38.95** acres.

It is agreed that this lease shall remain in force for a term of **THREE (3)** years from this date and as long thereafter as oil, gas, casing-head gas, casing-head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that at the conclusion of the term of three (3) years, Lessors shall have the right to terminate this Lease in the event Lessors are not satisfied with the amount of production by written notice to the Lessee.

In consideration of the premises the said lessee covenants and agrees:

1st: To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of the oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd: To pay lessor one-eighth, at the market price at the well for the gas so used, 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 stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd: To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth, at the market price at the well for the gas so used for the time during which such gas shall be used, said payments to be made monthly.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipelines below plow depth.

No additional wells shall be drilled on the property. All development shall be from existing well or wells on the property. No additional tank batteries shall be placed on the property.

Lessee shall pay for damage caused by operation to growing crops on said lands.

If at the expiration of the primary term oil or gas is not being produced on said land, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 90 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil or gas so long thereafter as oil or gas is produced from said land, or from land pooled therewith. If after the expiration of the primary term of this lease and after oil or gas is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 90 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land, or from land pooled therewith.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental 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 it is hereby agreed in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

If the leased premises are now, or shall hereafter be, owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as one entirety and shall be divided among, and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage: Provided however, if the leased premises consist of two or more non-abutting tracts this paragraph shall apply separately to each non-abutting tract and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease this paragraph shall be inoperative as to such portion so consolidated.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgement it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgement of the lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. In connection with the production of oil such pooling may be in a unit or units not exceeding 160 acres each. In connection with the production of gas such pooling may be in a unit or units not exceeding 640 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit as if it were included in this lease. If production is found on the pooled acreage, it shall be treated, as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the same amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied to drill more than one well to each such unitized tract, regardless of when, where or by whom offset wells may be drilled. Lessee may dissolve or modify such unit or units by a recording thereof.

In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market and if there is no apparent production or operation on said lands sufficient to keep this agreement in full force and effect, the LESSEE may pay as royalty Fifty Dollars (\$50.00) per year for each shut-in gas well, and such payment will be considered as if gas is actually being produced within the terms and conditions of this oil and gas lease. Such payment shall be made annually in advance, within ninety (90) days following the completion of the well or the cessation of a market for gas. Such payment shall be paid or tendered to the LESSOR or to the depository bank to be specified by the LESSOR. No rental shall accrue as to the leased premises during any period covered by a shut-in gas payment as herein provided. The shut-in gas payments herein provided for shall be considered advance royalties, and production from the leased premises during any annual period for which shut-in gas rental or royalty has been paid may be credited against such advance payment.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

It is agreed that the lessee shall have the right to store gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights lessee shall pay to lessor an annual rental of One Hundred Dollars (\$100.00) per well per year commencing with the date storage operations start and continuing for as long thereafter as said storage operations are utilized.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due or is the result of any such law, order, rule or regulation, or is due to an act of God.

IN WITNESS WHEREOF WE SIGN, this the 8th day of July, 20 11.

Richard T. Fulkerson
Richard T. Fulkerson

ACKNOWLEDGMENT TO THE LEASE

STATE OF INDIANA

COUNTY OF SPENCER

I, Barbara L. Tuley

Notary Public, in and for said county,
in the State aforesaid, do hereby certify that DOROTHY FULKERSON, A WIDOW; FREDERICK B. FULKERSON; SHARON G. FULKS;
BERTIE JO AYER; DANIEL B. FULKERSON; NORBERT A. FULKERSON; RICHARD T. FULKERSON; JEFFREY LYNN FULKERSON;
AND MICHAEL J. FULKERSON personally known to me to be the same persons whose names are subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and
voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand this 8th day of July, 2011.

My Commission expires 04-30-2015

Barbara L. Tuley

Barbara L. Tuley

Notary Public.

My Commission expires 04-30-2015

I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document,
unless it is required by law.

Harry L. Mathison
Harry L. Mathison

This instrument was prepared by:
Harry L. Mathison
127 North Main Street
P. O. Box 43
Henderson, KY 42419

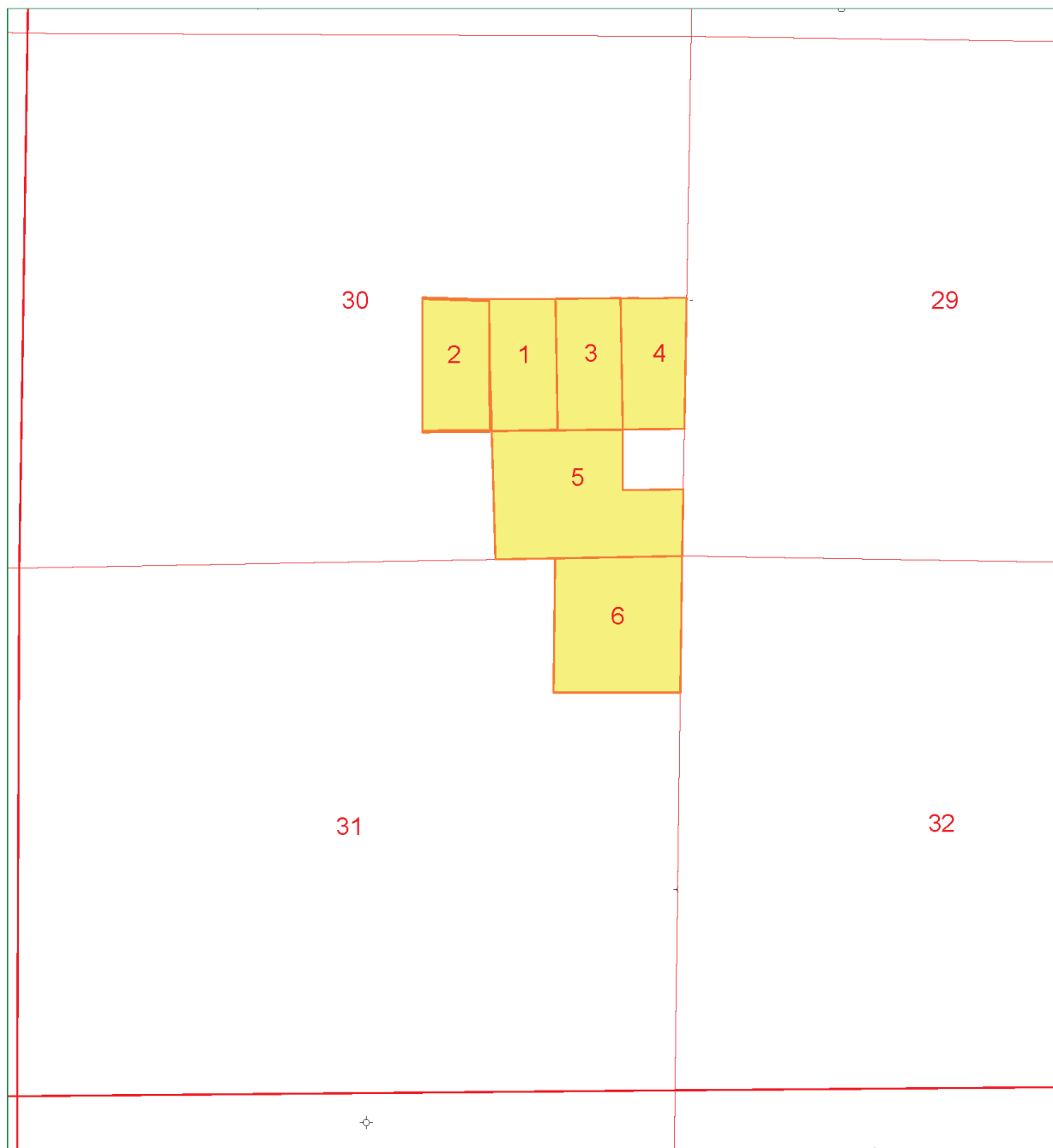
Harry L. Mathison

ADDENDUM "A"

The undersigned stipulates and agrees that, effective first production under this Lease, all royalties otherwise payable to the undersigned under this Lease shall be paid to Dorothy Fulkerson for so long as she shall live and retain a life estate in the property that is the subject of this Lease.

Richard T. Fulkerson

EXHIBIT C
MAPS DEPICTING PROPOSED UNIT



Depiction of Reo Unit		
T 7S R6W Spencer Co. IN		
	Scale	
	1 : 12,000	

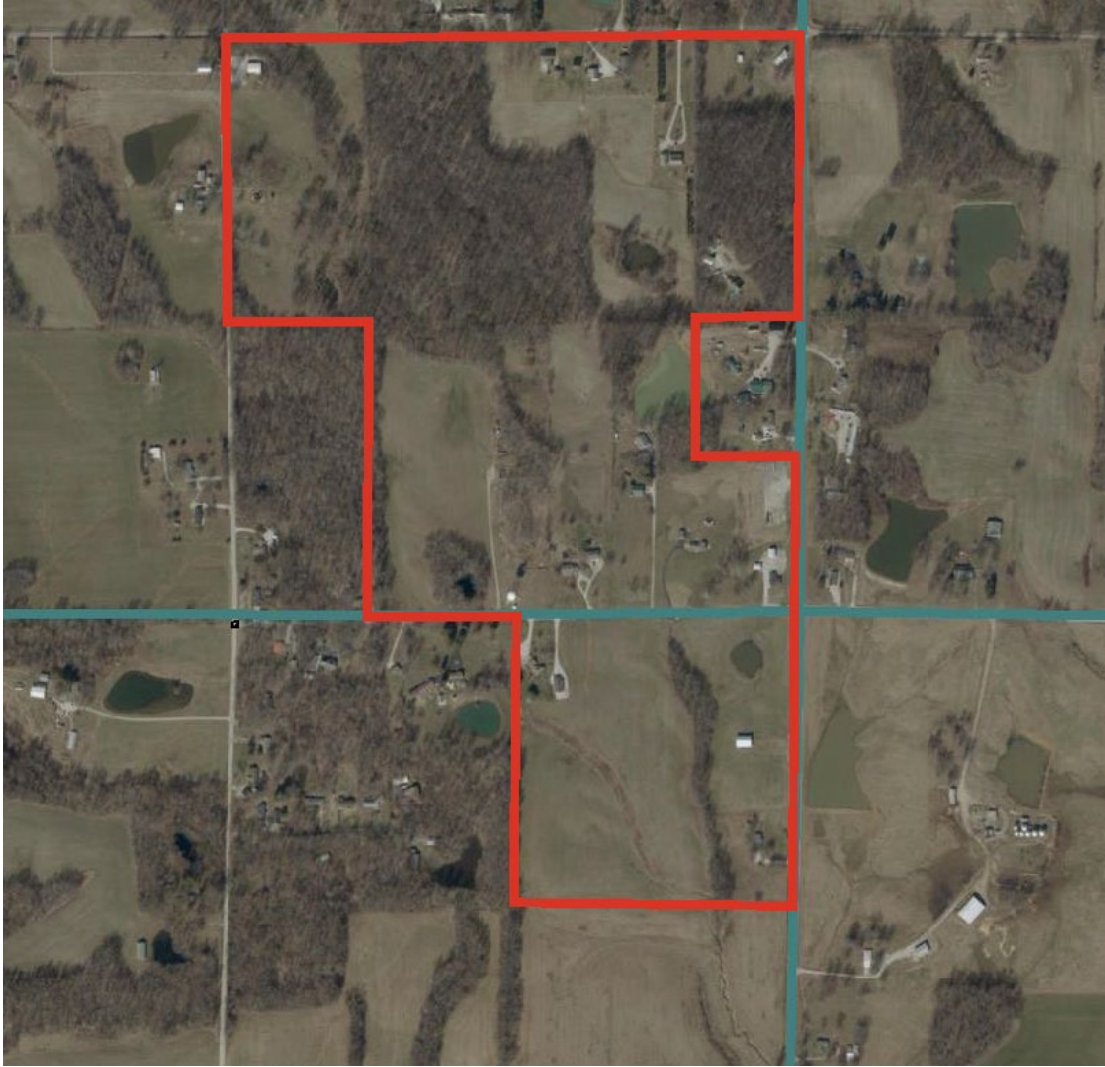


EXHIBIT D

STATEMENT OF DIVISION OF INTEREST

Tract 1 - Cope Axton Hoge									
	Owner #	Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Type of Interest	Billing(WI)	Revenue(NRI)
	27932	German Muse	632 S. County Rd 350 W	Rockport	IN	47635	O	0.00000000	0.02734380
	27932	German Muse	632 S. County Rd 350 W	Rockport	IN	47635	W	0.03125000	0.02648930
	27935	Robert Hoge & Judy Hoge	3181 W. Eureka Rd	Rockport	IN	47365	R	0.00000000	0.03337500
	27945	Charlotte Lewis	271 Moss Grove Blvd., Apt. 241	Knoxville	TN	37922	R	0.00000000	0.04581250
	27949	Nancy Young	3762 W. County Rd 200 S	Rockport	IN	47635	R	0.00000000	0.04581250
	27951	Gary Peggy	312 W. Pine St	Olney	IL	62450	W	0.06250000	0.05297850
	58048	Revitalize Resources Illinois Basin, LLC	21 SE 3 rd St Ste 720	Evansville	IN	47708	W	0.9062500	0.7681884
Tract 2 - Muse/Shiloh Church									
	Owner #	Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Type of Interest	Billing(WI)	Revenue(NRI)
	27951	Gary Petty	312 W. Pine St	Olney	IL	62450	W	0.06250000	0.05297850
	28104	Betty J. Miller	1409 S. CR 350 W	Rockport	IN	47635	O	0.00000000	0.01367190
	28015	Del C. Miller	269 Elm St	Monticello	KY	42633	O	0.00000000	0.00683600

	28106	Janet M. Miller	1409 S. CR 350 W	Rockport	IN	47635	O	0.00000000	0.00683590
	28107	Jeffrey Muse & Betty Muse	632 S 350 W	Rockport	IN	47635	R	0.00000000	0.10625000
	28109	Shiloh Church c/o DePriest	307 Center St	Rockport	IN	47635	R	0.00000000	0.01875000
	58048	Revitalize Resources Illinois Basin, LLC	21 SE 3 rd St Ste 720	Evansville	IN	47708	W	0.93750000	0.79467770
Tract 3 - Hoge-Holland									
	Owner #	Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Type of Interest	Billing(WI)	Revenue(NRI)
	27932	German Muse	632 S County Rd 350 W	Rockport	IN	47635	O	0.00000000	0.02734370
	27932	German Muse	632 S County Rd 350 W	Rockport	IN	47635	W	0.02083330	0.01765950
	27933	Donald R. Winkler & Peggy J. Winkler	361 S 6 th St	Rockport	IN	47635	W	0.0312500	0.02648920
	27935	Robert Hoge & Judy Hoge	3181 W. Eureka Rd	Rockport	IN	47635	R	0.00000000	0.06250000
	45275	Kenneth J. Garrett & Sarah B. Garrett	3177 W. Eureka Rd	Rockport	IN	47635	R	0.00000000	0.00833340
	45283	Edgar L. Payne & Lucy M. Payne	3095 W Eureka Rd	Rockport	IN	47635	R	0.00000000	0.05416660
	58048	Revitalize Resources Illinois Basin, LLC	21 SE 3 rd St Ste 720	Evansville	IN	47708	W	0.94791670	0.80350760
Tract 4 - Hayden-Holland									
	Owner #	Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Type of Interest	Billing(WI)	Revenue(NRI)
	17819	Halifax Financial Group, L.P.	2703 Kingsington Cir	Weston	FL	33332- 1856	R	0.00000000	0.01890850

	27932	German Muse	632S County Rd 350 W	Rockport	IN	47635	W	0.06250000	0.05468750
	27939	John A. Hargis & Connie L. Hargis	211 S 2 nd St	Rockport	IN	47635	W	0.12500000	0.10937500
	27941	Michael F. Langdon	5111 Curdsville- Delaware Rd	Owensboro	KY	42301	R	0.00000000	0.00101290
	27945	Charlotte Lewis	271 Moss Grove Blvd. Apt 241	Knoxville	TN	37922	R	0.00000000	0.01391050
	27946	Charles Patrick Nunn	1296 W. Magnolia	Jasper	IN	47546	R	0.00000000	0.00270120
	27948	Connie Lee Miller	410 S. 3 rd St	Rockport	IN	47635	R	0.00000000	0.00270120
	28034	Mary Jo McKeehan, TOD	3047 W. Eureka Rd	Rockport	IN	47635	R	0.00000000	0.01391050
	32394	Clinton W. Crane & Jill C. Crane	662 South St Rd 161	Rockport	IN	47635	R	0.00000000	0.03241460
	45278	Kenneth J. Garrett & Sara B. Garrett	3177 W. Eureka Rd	Rockport	IN	47635	R	0.00000000	0.00431330
	45283	Edgar L. Pyne & Lucy M. Payne	3095 W. Eureka Rd	Rockport	IN	47635	R	0.00000000	0.02803660
	54166	Donna S. Ayer	P.O. Box 165	Rockport	IN	47635	W	0.12500000	0.10937500
	58048	Revitalize Resources Illinois Basin, LLC	21 SE 3 rd St Ste 720	Evansville	IN	47708	W	0.68750000	0.60156250
	59665	Sandra Langdon	2142 Graham Ln E	Owensboro	KY	42303	R	0.00000000	0.00050650
	59666	Christopher Langdon	2103 Bluff Ave	Owensboro	KY	42303	R	0.00000000	0.00025325
	59667	Samantha Langdon Duncan	2142 Graham Ln E	Owensboro	KY	42303	R	0.00000000	0.00025325
	72669	William E. Groome & Vicki L. Groome	149 Co Rd 1715 N	Xenia	IL	62899	R	0.00000000	0.00607770

Tract 5 - Winkler									
	Owner #	Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Type of Interest	Billing(WI)	Revenue(NRI)
	27902	Lawson Ray Ferguson	117 E. 18 th St #109	Owensboro	KY	42301	R	0.00000000	0.05948990
	27932	German Muse	632 S. County Rd 350 W	Rockport	IN	47635	O	0.00000000	0.02734370
	37932	German Muse	632 S. County Rd 350 W	Rockport	IN	47635	W	0.03125000	0.02648930
	28353	Core Royalty LLC c/o Kenneth Goebel	9901 Middle Mt. Vernon Rd	Mt. Vernon	IN	47620	R	0.00000000	0.01999080
	36422	Adam Jones & Krista Jones	3182 W. Cr 100 S.	Rockport	IN	47635	R	0.00000000	0.02033550
	46258	Jennifer Ferguson Hawkins	1173 S. Co. Rd 350 W	Rockport	IN	47635	R	0.00000000	0.02518380
	58048	Revitalize Resources Illinois Basin, LLC	21 SE 3 rd St Ste 720	Evansville	IN	47708	W	0.90625000	0.76818840
	58048	Revitalize Resources Illinois Basin, LLC	21 SE 3 rd St Ste 720	Evansville	IN	47708	W1	0.06250000	0.05297860
Tract 6 - Fulkerson									
	Owner #	Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Type of Interest	Billing(WI)	Revenue(NRI)
	46158	Frederick B. Fulkerson	5206 Jones Rd	Owensboro	KY	42303	R	0.00000000	0.01521480
	46158	Frederick B. Fulkerson	5206 Jones Rd	Owensboro	KY	42303	R1	0.00000000	0.00041020
	46159	Sharon G. Fulks	1480 S. State Rd 161	Rockport	IN	47635	R	0.00000000	0.01521480
	46159	Sharon G. Fulks	1480 S. State Rd 161	Rockport	IN	47635	R1	0.00000000	0.00041020

	46160	Bertie Jo Ayer	735 S. Sled Run	Santa Claus	IN	47579	R	0.00000000	0.01521480
	46160	Bertie Jo Ayer	735 S. Sled Run	Santa Claus	In	47579	R1	0.00000000	0.00041020
	46161	Daniel B. Fulkerson	118 Covey Run Pl	Fairhope	AL	36532	R	0.00000000	0.01521480
	46161	Daniel B. Fulkerson	118 Covey Run Pl	Fairhope	AL	36532	R1	0.00000000	0.00041020
	46402	Norbert A. Fulkerson	3103 W. County Rd 50 N	Rockport	IN	47635	R	0.00000000	0.01521480
	46402	Norbert A. Fulkerson	3101 W. County Rd 50 N	Rockport	IN	47635	R1	0.00000000	0.00041020
	46403	Richard T. Fulkerson	3231 W. County Rd 100 S	Rockport	IN	47635	R	0.00000000	0.01521480
	46403	Richard T. Fulkerson	3231 W. County Rd 100 S	Rockport	IN	47635	R1	0.00000000	0.00041020
	46404	Jeffrey Lynn Fulkerson	20102 Foxchester Ln	Humble	TX	77338	R	0.00000000	0.01521480
	46404	Jeffrey Lynn Fulkerson	20102 Foxchester Ln	Humble	TX	77338	R1	0.00000000	0.00041020
	46405	Michael J. Fulkerson	828 Ward Ave	Kingsport	IN	37660	R	0.00000000	0.01521480
	46405	Michael J. Fulkerson	828 Ward Ave	Kingsport	IN	37660	R1	0.00000000	0.00041020
	58048	Revitalize Resources Illinois Basin, LLC	21 SE 3 rd St Ste 720	Evansville	IN	47708	W	0.00000000	0.87500000

	Owner #	Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Type of Interest	Billing(WI)	Revenue(NRI)
	27933	Donald R. Winkler & Peggy J. Winkler	361 S 6 th St	Rockport	IN	47635	W	0.0312500	0.02648920
	27935	Robert Hoge & Judy Hoge	3181 W. Eureka Rd	Rockport	IN	47635	R	0.00000000	0.06250000
	45275	Kenneth J. Garrett & Sarah B. Garrett	3177 W. Eureka Rd	Rockport	IN	47635	R	0.00000000	0.00833340
	45283	Edgar L. Payne & Lucy M. Payne	3095 W Eureka Rd	Rockport	IN	47635	R	0.00000000	0.05416660
Tract 4 - Hayden-Holland									
	Owner #	Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Type of Interest	Billing(WI)	Revenue(NRI)
	27939	John A. Hargis & Connie L. Hargis	211 S 2 nd St	Rockport	IN	47635	W	0.12500000	0.10937500
	27945	Charlotte Lewis	271 Moss Grove Blvd. Apt 241	Knoxville	TN	37922	R	0.00000000	0.01391050
	27946	Charles Patrick Nunn	1296 W. Magnolia	Jasper	IN	47546	R	0.00000000	0.00270120
	27948	Connie Lee Miller	410 S. 3 rd St	Rockport	IN	47635	R	0.00000000	0.00270120
	28034	Mary Jo McKeegan, TOD	3047 W. Eureka Rd	Rockport	IN	47635	R	0.00000000	0.01391050
	32394	Clinton W. Crane & Jill C. Crane	662 South St Rd 161	Rockport	IN	47635	R	0.00000000	0.03241460
	45278	Kenneth J. Garrett & Sara B. Garrett	3177 W. Eureka Rd	Rockport	IN	47635	R	0.00000000	0.00431330
	45283	Edgar L. Pyne & Lucy M. Payne	3095 W. Eureka Rd	Rockport	IN	47635	R	0.00000000	0.02803660

	54166	Donna S. Ayer	P.O. Box 165	Rockport	IN	47635	W	0.12500000	0.10937500
	72669	William E. Groome & Vicki L. Groome	149 Co Rd 1715 N	Xenia	IL	62899	R	0.00000000	0.00607770
Tract 5 - Winkler									
	Owner #	Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Type of Interest	Billing(WI)	Revenue(NRI)
	27902	Lawson Ray Ferguson	117 E. 18 th St #109	Owensboro	KY	42301	R	0.00000000	0.05948990
	36422	Adam Jones & Krista Jones	3182 W. Cr 100 S.	Rockport	IN	47635	R	0.00000000	0.02033550
	46258	Jennifer Ferguson Hawkins (Last Known Address)	1173 S. Co. Rd 350 W	Rockport	IN	47635	R	0.00000000	0.02518380
Tract 6 - Fulkerson									
	Owner #	Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Type of Interest	Billing(WI)	Revenue(NRI)
	46158	Frederick B. Fulkerson	5206 Jones Rd	Owensboro	KY	42303	R	0.00000000	0.01521480
	46158	Frederick B. Fulkerson	5206 Jones Rd	Owensboro	KY	42303	R1	0.00000000	0.00041020
	46159	Sharon G. Fulks	1480 S. State Rd 161	Rockport	IN	47635	R	0.00000000	0.01521480
	46159	Sharon G. Fulks	1480 S. State Rd 161	Rockport	IN	47635	R1	0.00000000	0.00041020
	46160	Bertie Jo Ayer	735 S. Sled Run	Santa Claus	IN	47579	R	0.00000000	0.01521480
	46160	Bertie Jo Ayer	735 S. Sled Run	Santa Claus	In	47579	R1	0.00000000	0.00041020

	46161	Daniel B. Fulkerson	118 Covey Run Pl	Fairhope	AL	36532	R	0.00000000	0.01521480
	46161	Daniel B. Fulkerson	118 Covey Run Pl	Fairhope	AL	36532	R1	0.00000000	0.00041020
	46402	Norbert A. Fulkerson	3103 W. County Rd 50 N	Rockport	IN	47635	R	0.00000000	0.01521480
	46402	Norbert A. Fulkerson	3101 W. County Rd 50 N	Rockport	IN	47635	R1	0.00000000	0.00041020
	46403	Richard T. Fulkerson	3231 W. County Rd 100 S	Rockport	IN	47635	R	0.00000000	0.01521480
	46403	Richard T. Fulkerson	3231 W. County Rd 100 S	Rockport	IN	47635	R1	0.00000000	0.00041020
	46404	Jeffrey Lynn Fulkerson	20102 Foxchester Ln	Humble	TX	77338	R	0.00000000	0.01521480
	46404	Jeffrey Lynn Fulkerson	20102 Foxchester Ln	Humble	TX	77338	R1	0.00000000	0.00041020
	46405	Michael J. Fulkerson	828 Ward Ave	Kingsport	IN	37660	R	0.00000000	0.01521480
	46405	Michael J. Fulkerson	828 Ward Ave	Kingsport	IN	37660	R1	0.00000000	0.00041020

EXHIBIT F
UNIT POOLING AGREEMENT

(Recorder's Data Only)

**UNIT AGREEMENT
REO WATERFLOOD UNIT
SPENCER COUNTY, INDIANA**

THIS AGREEMENT, is made and entered into by the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof:

WITNESSETH

WHEREAS, the hereinafter described unitized area has been developed for oil and gas, and the parties hereto desire that operations in the unitized area for secondary recovery by waterflooding and other methods be carried out, and realize that such operations can most satisfactorily and efficiently be conducted by operating such lands as a single unit.

Indiana Code Section 14-37-9-1(a) and 312 IAC 29-19-1 of the Indiana Administrative Code and authorizes the owners of separately owned tracts of land to validly agree to integrate their interests to develop their interests in land as a drilling unit or to unitize the production for purposes of conducting secondary, tertiary, other enhanced recovery methods, or for shared facilities among tracts;

WHEREAS, 312 IAC 29-2-95 of the Indiana Administrative Code defines "owner" as the person who has the right to drill into and produce from a pool, and to appropriate the oil and gas produced from the pool for (1) the person or others; or (2) the person and others; and

WHEREAS, to promote the conservation of oil, gas, and unitized substances, to prevent waste, to insure the greatest ultimate recovery of unitized substances, and to insure to each and every party interested in the Unit his/her/its fair and equitable share of unitized substance produced under and by virtue of the terms of this agreement, it is deemed necessary and desirable to unitize the lands, oil and gas leases, formations and substances hereinafter described for secondary recovery operations.

NOW, THEREFORE, in consideration of the anticipated benefits to be gained by pooling and unit operation as hereinafter provided, the receipt and sufficiency of which is hereby acknowledged, the undersigned owners of the Unit hereto agree as follows:

1. CREATION OF UNIT

The real estate, mineral estate and leasehold estates hereinafter described as the Unit shall be operated for the production of oil and gas in all respects as if the entire Unit were covered by a single oil and gas lease, and operations on any part of the Unit 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 clause in any lease or leases covering any part of the Unit 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 between the lands covered by said lease lying outside the Unit and the lands covered by said lease lying within the Unit, so that the Owners of mineral

interests only under lands outside the Unit shall not participate in production from the Unit, and Owners of mineral interests only under lands lying in the Unit shall not participate in production from lands outside the Unit.

2. UNIT AREA AND UNITIZED FORMATION

The Unit shall consist of and cover the lands and leases situated in Spencer County, Indiana, including all mineral estates and leasehold estates therein, which lands and leases are described in "Exhibit A," "Exhibit B," and "Exhibit C," attached hereto and made a part hereof by this reference. Exhibit A consists of a plat of the unitized area. Exhibit B consists of lease and tract descriptions of the unitized area. Exhibit C consists of tract participation factor percentages for each tract of the unitized area.

The Unitized Formation is that portion of the Palestine formation, as said formation underlies the Unit properties outlined on the plat attached hereto and marked Exhibit A and described as Exhibit B.

The Unit shall also include any and all oil-bearing subsurface formations and horizons, as well as, all non oil-bearing subsurface formations, horizons or aquifers which are water bearing or which are suitable for water disposal within the limits of the line outlining the land shown on the plat marked Exhibit A and described on Exhibit B.

3. POWER TO UNIT OPERATOR

The unit operator is hereby designated as REVITALIZE RESOURCES OPERATING INC., with an address of 21 SE 3rd Street, Suite 720, Evansville, Indiana 47708. The unit operator shall be authorized to use any wells now existing or hereinafter drilled on any part of the lands within the Unit, in its discretion, and without liability for damage other than to growing crops, timber, fences, improvements and structures, for the production of oil and gas, or either of them,

the production of water for use in connection with operations hereunder, or the injection of water or other substances. Said unit operator shall have the right to inject fresh water and/or salt water from any source or formation produced on or off the Unit; and said unit operator is hereby granted such easements and powers as may be necessary or desirable for the purposes of effecting such production or injection. Said unit operator shall have no liability by reason of the possible migration of oil and gas from the Unit, or any part thereof, by reason of the exercise of the rights herein granted.

4. PARTICIPATION

Allocation of production from the Unit shall be computed according to the tracts and the leases covering said tracts as described and set forth in Exhibit C and in the proportions specified therein. Such allocations are based on the acreage of the individual tracts, oil production occurring from each tract and the water injection use and volumes from each tract. The portion allocated to each lease shall be considered to be the total production obtained from said lease 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 Unit accruing to him/her/it under the terms of any lease described in Exhibit B.

5. EFFECTIVE DATE

The effective date of participation in the Unit shall be the date this agreement is filed in the Office of the Recorder of Spencer County, Indiana, or the date declared by the unit operator in a memorandum of this agreement.

6. CHANGES IN UNIT

Notwithstanding any provisions to the contrary herein, it is agreed that the Operator shall have the right, by written notice filed in the Office of the Recorder of Spencer County, Indiana, to re-define the area of the Unit by reducing or enlarging the same, but changes in participation factors specified in Exhibit C shall be made proportionately using the same formula as was used to determine the original participation factors. Further, in the event the area of the Unit is reduced or enlarged, Operator shall have the right to periodically review the participation factors provided on Exhibit C and make modifications to the same based on changes to the underlying factors used in the formula to determine the original participation factors, which may occur as a result of the reduction or enlargement of the Unit.

7. OPERATING AGREEMENT

Those parties owning a working interest in the Unit will enter into a separate A.A.P.L. Form 610-1989 Model Form Operating Agreement, as modified by the working interest owners, covering the administration of expenses and participation in the Unit, which names Operator as the Operator for the Unit.

8. TERM

This agreement shall become effective and binding on the date of the execution hereof, whether or not this agreement shall have been executed by any other party and shall remain in effect as long as oil or gas is produced from any part of the Unit or reworking or other operations are prosecuted without cessation for more than one (1) year unless sooner terminated by agreement of the Working Interest Owner.

9. 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 unit operator shall not be required to execute more than one recorded counterpart, and if unit operator shall also record a memorandum stating the names of all parties by whom all executed counterparts have been executed, the recording of such counterpart and such memorandum shall for all purposes be equivalent to the recording of all executed counterparts.

10. RATIFICATION OF LEASES

The undersigned hereby ratify the Oil and Gas Leases described in Exhibit B attached hereto as the same are hereby altered and amended and agree that the same shall continue in effect as to all lands covered in such leases for so long as this agreement remains in effect and should this agreement terminate then as to each individual lease so long thereafter as oil or gas is produced from any of the lands covered thereby or operations for production are continued. In the event any of the Oil and Gas Leases described on Exhibit B have lapsed due to non-production or otherwise, the undersigned royalty owners of the Oil and Gas Leases hereby lease the lands of said Oil and Gas Leases upon the same terms as provided in the said leases, naming the working interest owners of said Oil and Gas Leases as the lessees of said leases in the proportion of their interests in the former leases.

11. DIVISION ORDERS

The parties hereto hereby modify and amend the existing Division Orders and Transfer Orders covering the leases described in Exhibits A, B and C, 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 allocated to each such lease in lieu of the purchase of the oil and gas actually produced therefrom,

and agree to indemnify the purchasers of such oil and hold them harmless in the issuance of payment from and after said effective date in accordance with the provisions of this agreement, without the necessity of issuance of new Division Orders or Transfer Orders.

12. RECORDING OF MEMORANDUM

The parties to this Unit Agreement hereby empower REVITALIZE RESOURCES OPERATING INC., to record a memorandum on behalf of all parties in the Office of the Recorder of Spencer County, Indiana which recites that the various leases hereunder have been unitized as indicated herein.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals on the date opposite their names.

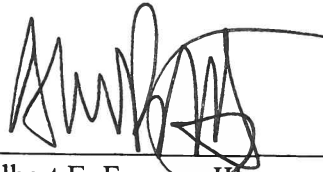
[SIGNATURE PAGES TO FOLLOW]

OPERATOR:

REVITALIZE RESOURCES OPERATING INC.

Dated: 6/4/2024

Signature:



By:

Albert E. Ferrara, III,
President and Chief Executive Officer

Address:

21 SE 3rd Street, Suite 720
Evansville, IN 47708

STATE OF INDIANA)

) SS:

COUNTY OF VANDERBURGH)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Albert E. Ferrara, III, personally known to me to be the President and Chief Executive Officer of REVITALIZE RESOURCES OPERATING INC., and who is 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 swore and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, and as the free and voluntary act of the said corporation for the uses and purposes therein set forth, pursuant to authority given by the Board of Directors of said corporation.

Given under my hand and official seal this 4th day of June, 2024.



County of Residence: Vanderburg
My Comm. Expires: 4-3-2027
Notary ID Number: NP0719546

Maryanna Eubank
NOTARY PUBLIC (sign name)

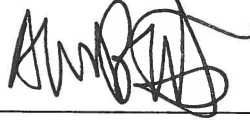
Maryanne Eubank
NOTARY PUBLIC (print name)

WORKING INTEREST OWNER:

REVITALIZE RESOURCES ILLINOIS BASIN LLC

Dated: 6/4/2024

Signature:



By:

Albert E. Ferrara, III,
President and Chief Executive Officer

Address:

21 SE 3rd Street, Suite 720
Evansville, IN 47708

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Albert E. Ferrara, III, personally known to me to be the President and Chief Executive Officer of REVITALIZE RESOURCES ILLINOIS BASIN LLC, and who is 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 swore and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, and as the free and voluntary act of the said corporation for the uses and purposes therein set forth, pursuant to authority given by the Board of Directors of said corporation.

Given under my hand and official seal this 4th day of June, 2024.



County of Residence: Vanderburg
My Comm. Expires: 4-3-2027
Notary ID Number: NP0719546

Maryanna Eubank
NOTARY PUBLIC (sign name)

Maryanna Eubank
NOTARY PUBLIC (print name)

**OVERRIDING/WORKING INTEREST
OWNER:**

Dated: 5-28-24

Signature: _____

Name:

German Muse
German Muse

Address:

632 S. County Road 350 W
Rockport, IN 47635

STATE OF Indiana)
COUNTY OF Vanderburgh SS:

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that German Muse, 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 signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 28th day of May, 2024.



County of Residence: Vanderburgh

My Comm. Expires: 5/13/2032

Notary ID Number: NP0882006

Alesia M Cato

NOTARY PUBLIC (sign name)

Alesia M. Cato

NOTARY PUBLIC (print name)

WORKING INTEREST OWNERS:

Dated: _____

Signature: _____

Name: Donald R. Winkler
Address: 361 S. 6th Street
Rockport, IN 47635

Dated: _____

Signature: _____

Name: Peggy J. Winkler
Address: 361 S. 6th Street
Rockport, IN 47635

STATE OF _____)

) SS:

COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Donald R. Winkler and Peggy J. Winkler, personally known to me to be the same people whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNERS:

Dated: _____

Signature: _____

Name:

Robert Hoge

Address:

3181 W. Eureka Road
Rockport, IN 47635

Dated: _____

Signature: _____

Name:

Judy Hoge

Address:

3181 W. Eureka Road
Rockport, IN 47635

STATE OF _____)

) SS:

COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Robert Hoge and Judy Hoge, personally known to me to be the same people whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNERS:

Dated: _____ Signature: _____
Name: Kenneth J. Garrett
Address: 3177 W. Eureka Road
Rockport, IN 47635

Dated: _____ Signature: _____
Name: Sarah B. Garrett
Address: 3177 W. Eureka Road
Rockport, IN 47635

STATE OF _____)
) SS:
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Kenneth J. Garrett and Sarah B. Garrett, personally known to me to be the same people whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____
My Comm. Expires: _____
Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNERS:

Dated: _____

Signature: _____

Name: Edgar L. Payne
Address: 3095 W. Eureka Road
Rockport, IN 47635

Dated: _____

Signature: _____

Name: Lucy M. Payne
Address: 3095 W. Eureka Road
Rockport, IN 47635

STATE OF _____)
) SS:
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Edgar L. Payne and Lucy M. Payne, personally known to me to be the same people whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____
My Comm. Expires: _____
Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNER:

Dated: _____

Signature: _____

Name:

Charlotte Lewis

Address:

271 Moss Grove Blvd., Apt. 241
Knoxville, TN 37922

STATE OF _____)

) SS:

COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Charlotte Lewis, 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 she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNER:

Dated: _____

Signature: _____

Name:

Nancy Young

Address:

3762 W. County Road 200 S
Rockport, IN 47635

STATE OF _____)

) SS:

COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Nancy Young, 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 she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

WORKING INTEREST OWNER:

Dated: _____

Signature: _____

Name: Gary Petty

Address: 312 W. Pine Street
Olney, IL 62450

STATE OF _____)
) SS:
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Gary Petty, 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 signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

OVERRIDING ROYALTY OWNER:

Dated: _____

Signature: _____

Name: Betty J. Miller

Address: 1409 S. CR 350 W
Rockport, IN 47635

STATE OF _____)

) SS:

COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Betty J. Miller, 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 she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

OVERRIDING ROYALTY OWNER:

Dated: _____

Signature: _____

Name: Del C. Miller

Address: 269 Elm Street
Monticello, KY 42633

STATE OF _____)
) SS:
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Del C. Miller, 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 signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNERS:

Dated: 5-28-24

Signature: _____

Name: _____

Address: _____

Jeffrey E. Muse
Jeffrey Muse
631 S. 350 W
Rockport, IN 47635

Dated: 5-28-24

Signature: _____

Name: _____

Address: _____

Betty Muse
Betty Muse
632 S. 350 W
Rockport, IN 47635

STATE OF _____)

) SS:

COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Jeffrey Muse and Betty Muse, personally known to me to be the same people whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

ROYALTY OWNER:

SHILOH CHURCH

Dated: _____ Signature: _____
By: _____
Title: _____
Address: 307 Center Street
Rockport, IN 47635

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ of SHILOH CHURCH, and who is 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 swore and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, and as the free and voluntary act of Shiloh Church for the uses and purposes therein set forth, pursuant to authority given by the Board of Directors of said corporation.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____
My Comm. Expires: _____
Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNER:

Dated: _____

Signature: _____

Name:

Lawson Ray Ferguson
117 E. 18th Street #109
Owensboro, KY 42301

STATE OF _____)

) SS:

COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Lawson Ray Ferguson, 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 signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

OVERRIDING ROYALTY OWNER:

Dated: _____

Signature:

Name: Janet M. Miller
Address: 1409 S. CR 350 W
Rockport, IN 47635

STATE OF _____)
) SS:
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Janet M. Miller, 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 she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____
My Comm. Expires: _____
Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNER

CORE ROYALTY LLC

Dated: 4/29/24

Signature:

By:

Title:

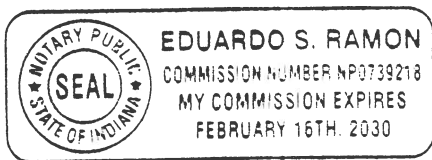
Address:

CORE ROYALTY LLC
Kenneth Goebel
OWNER / MANAGER
c/o Kenneth Goebel
9901 Middle Mt. Vernon Road
Mt. Vernon, IN 47620

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Kenneth Goebel, personally known to me to be the owner / manager of CORE ROYALTY LLC, and who is 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 swore and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, and as the free and voluntary act of Core Royalty LLC for the uses and purposes therein set forth, pursuant to authority given by the Board of Directors of said corporation.

Given under my hand and official seal this 29th day of April, 2024.



County of Residence: Vanderburgh
My Comm. Expires: 02/16/2030
Notary ID Number: NP0739218

[Signature]
NOTARY PUBLIC (sign name)

Eduardo S. Ramon
NOTARY PUBLIC (print name)

ROYALTY OWNERS:

Dated: _____

Signature: _____

Name: Adam Jones

Address: 3182 W CR 100 S
Rockport, IN 47635

Dated: _____

Signature: _____

Name: Krista Jones

Address: 3182 W CR 100 S
Rockport, IN 47635

STATE OF _____)
) SS:
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Adam Jones and Krista Jones, personally known to me to be the same people whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____
My Comm. Expires: _____
Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNER:

Dated: _____

Signature: _____

Name: Jennifer Ferguson Hawkins

Address: 1173 S CR 350 W
Rockport, IN 47635

STATE OF _____)
) SS:
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Jennifer Ferguson Hawkins, 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 she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____
My Comm. Expires: _____
Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNER:

Dated: _____

Signature: _____

Name: Frederick B. Fulkerson

Address: 5206 Jones Road
Owensboro, KY 42303

STATE OF _____)
) SS:
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Frederick B. Fulkerson, 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 signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNER:

Dated: _____

Signature:

Name:

Sharon G. Fulks

Address:

1480 S. State Road 161

Rockport, IN 47635

STATE OF _____)

) SS:

COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Sharon G. Fuls, 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 she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence:

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNER:

Dated: _____

Signature: _____

Name: Bertie Jo Ayer

Address: 735 S. Sled Run
Santa Claus, IN 47579

STATE OF _____)
) SS:
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Bertie Jo Ayer, 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 she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNER:

Dated: _____

Signature: _____

Name: Daniel B. Fulkerson

Address: 118 Covey Run Pl
Fairhope, AL 36532

STATE OF _____)

) SS:

COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Daniel B. Fulkerson, 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 signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNER:

Dated: _____

Signature: _____

Name: Norbert A. Fulkerson

Address: 3103 W. County Road 50 N
Rockport, IN 47635

STATE OF _____)

) SS:

COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Norbert A. Fulkerson, 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 signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNER:

Dated: _____

Signature: _____

Name: Richard T. Fulkerson

Address: 3231 W CR 100 S
Rockport, IN 47635

STATE OF _____)
) SS:
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Richard T. Fulkerson, 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 signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNER:

Dated: _____

Signature: _____

Name: Jeffrey Lynn Fulkerson

Address: 20102 Foxchester Lane
Humble, TX 77338

STATE OF _____)
) SS:
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Jeffrey Lynn Fulkerson, 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 signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNER:

Dated: _____

Signature: _____

Name: Michael J. Fulkerson

Address: 828 Ward Avenue
Kingsport, TN 37660

STATE OF _____)

) SS:

COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Michael J. Fulkerson, 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 signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNER

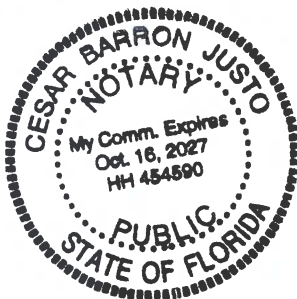
HALIFAX FINANCIAL GROUP, L.P.

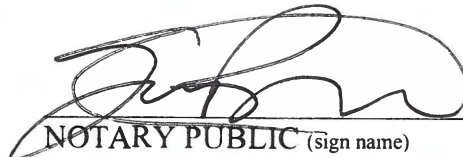
Dated: April 15, 2024 Signature: 
By: MARC L. GRIFFIN
Title: GENERAL PARTNER
Address: 2703 Kinsington Cir.
Weston, FL 33332-1859

FLORIDA
STATE OF ~~INDIANA~~)
BROWARD) SS:
COUNTY OF ~~VANDERBURGH~~)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Marc L. Griffin, personally known to me to be the General Partner of Halifax Financial Group, L.P., and who is 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 swore and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, and as the free and voluntary act of Halifax Financial Group, L.P. for the uses and purposes therein set forth, ~~pursuant to authority given by the Board of Directors of said corporation.~~

Given under my hand and official seal this 15th day of April, 2024.




NOTARY PUBLIC (sign name)

County of Residence: Broward
My Comm. Expires: 10-16-2027
Notary ID Number: HH 454590

Cesar Barron Justo
NOTARY PUBLIC (print name)

WORKING INTEREST OWNERS:

Dated: _____

Signature: _____

Name: John A. Hargis

Address: 211 S 2nd St
Rockport, IN 47635

Dated: _____

Signature: _____

Name: Connie L. Hargis

Address: 211 S 2nd St
Rockport, IN 47635

STATE OF _____)

) SS:

COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that John A. Hargis and Connie L. Hargis, personally known to me to be the same people whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNER:

Dated: 4-9-24

Signature: Sandra Langdon

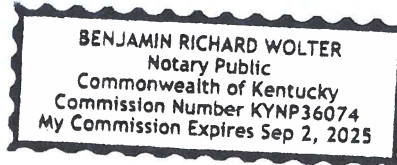
Name:

Sandra Langdon

Address:

2142 Graham Lane E
Owensboro, KY 42303

STATE OF Kentucky)
) SS:
COUNTY OF Daviess)



I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Sandra Langdon, 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 she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 9th day of April, 2024.

County of Residence: Daviess
My Comm. Expires: 9/2/25
Notary ID Number: KYNP36074

Benjamin Richard Wolter
NOTARY PUBLIC (sign name)
Benjamin Richard Wolter
NOTARY PUBLIC (print name)

ROYALTY OWNER:

Dated: 4/23/24

Signature:

Name:

Address:

Christopher Langdon

2103 Bluff Ave.

Owensboro, KY 42303

STATE OF Kentucky)

) SS:

COUNTY OF Daviess)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Christopher Langdon, 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 signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 23 day of April, 2024.

County of Residence:

Daviess

My Comm. Expires:

10/26/25

Notary ID Number:

KY NP 39229

NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

KAYLEE MARIE ANDERSON
NOTARY PUBLIC
Kentucky, State At Large
Commission # KYNP39229
My Commission Expires 10/26/2025

ROYALTY OWNER:

Dated: 4-9-24

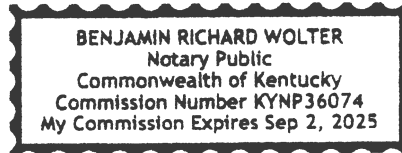
Signature:

Name:

Address:

Samantha Langdon Duncan
Samantha Langdon Duncan
2142 Graham Lane E
Owensboro, KY 42303

STATE OF Kentucky)
) SS:
COUNTY OF Daviess)



I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Samantha Langdon Duncan, 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 she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 9th day of April, 2024.

County of Residence: Daviess
My Comm. Expires: 9/2/25
Notary ID Number: KYNP36074

Benjamin Richard Wolter
NOTARY PUBLIC (sign name)
Benjamin Richard Wolter
NOTARY PUBLIC (print name)

ROYALTY OWNER:

Dated: 4-11-2024

Signature: _____

Name: _____

Address: _____

Michael F. Langdon

5111 Curdsville Delaware Road
Owensboro, KY 42301-9585

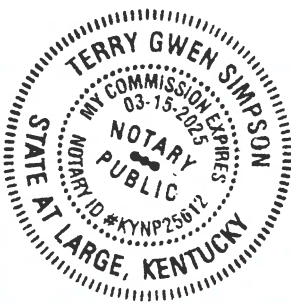
STATE OF Kentucky)
) SS:
COUNTY OF Daniels)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Michael F. Langdon, 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 signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 11th day of April, 2024.

County of Residence: Daniels
My Comm. Expires: 3-15-2025
Notary ID Number: KYNP25612

Terry Gwen Simpson
NOTARY PUBLIC (sign name)
Terry Gwen Simpson
NOTARY PUBLIC (print name)



ROYALTY OWNER:

Dated: _____

Signature: _____

Name: Charles Patrick Nunn

Address: 1296 W. Magnolia
Jasper, IN 47546

STATE OF _____)

) SS:

COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Charles Patrick Nunn, 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 signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNER:

Dated: _____

Signature: _____

Name: Connie Lee Miller

Address: 410 S. 3rd Street
Rockport, IN 47635

STATE OF _____)
) SS:
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Connie Lee Miller, 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 she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNER:

Dated: _____

Signature: _____

Name: Mary Jo McKeehan, TOD

Address: 3047 W. Eureka Road
Rockport, IN 47635

STATE OF _____)

) SS:

COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Mary Jo McKeehan, TOD, 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 she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNERS:

Dated: _____

Signature: _____

Name:

Jill C. Crane

Address:

662 South St Rd 161
Rockport, IN 47635

STATE OF _____)

) SS:

COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Jill C. Crane, 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 she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNERS:

Dated: _____

Signature: _____

Name: Kenneth J. Garrett
Address: 3177 W. Eureka Rd
Rockport, IN 47635

Dated: _____

Signature: _____

Name: Sarah B. Garrett
Address: 3177 W. Eureka Rd
Rockport, IN 47635

STATE OF _____)
) SS:
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Kenneth J. Garrett and Sarah B. Garrett, personally known to me to be the same people whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____
My Comm. Expires: _____
Notary ID Number: _____

NOTARY PUBLIC (print name)

WORKING INTEREST OWNER:

Dated: _____

Signature: _____

Name:

Donna S. Ayer

P.O. Box 165

Rockport, IN 47635

STATE OF _____)

) SS:

COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Donna S. Ayer, 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 she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

Notary ID Number: _____

NOTARY PUBLIC (print name)

ROYALTY OWNERS:

Dated: _____

Signature:

Name: William E. Groome
Address: 149 Co Rd 1715 N.
Xenia, IL 62899

Dated: _____

Signature:

Name: Vicki L. Groome
Address: 149 Co Rd 1715 N.
Xenia, IL 62899

STATE OF _____)
) SS:
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that William E. Groome and Vicki L. Groome, personally known to me to be the same people whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

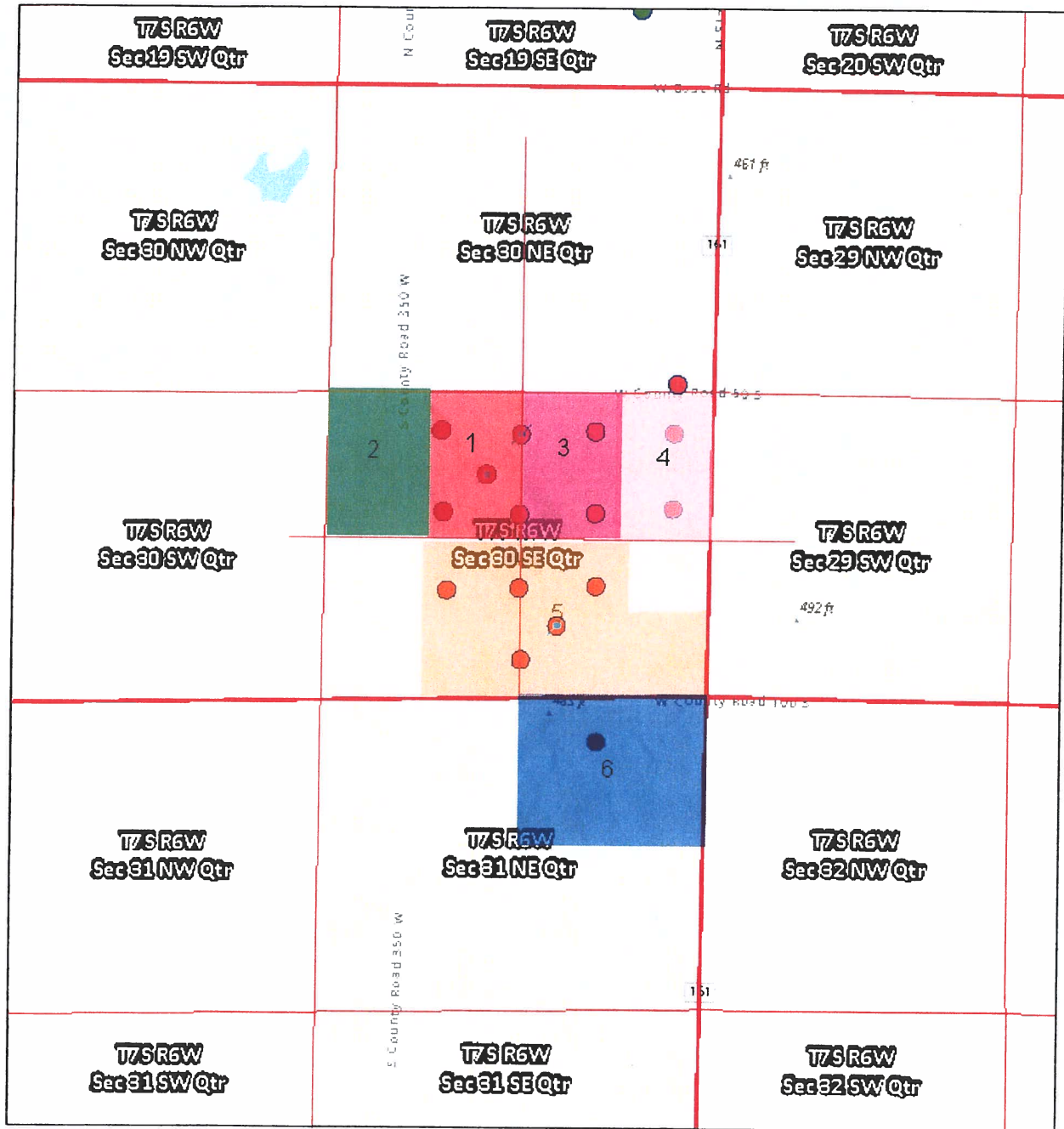
NOTARY PUBLIC (sign name)

County of Residence: _____
My Comm. Expires: _____
Notary ID Number: _____

NOTARY PUBLIC (print name)

EXHIBIT A
PLAT OF UNIT

DNR Oil and Gas Well Records



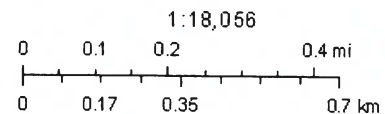
4/1/2023, 5:32:50 PM

Class II Wells

Existing Wells

Scanned

Not Scanned



Esri Community Maps Contributors, Esri, HERE, Garmin, SafeGraph, Geo Technologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Esri, NASA, NGA, USGS, FEMA, Indiana Department of Natural Resources, Indiana Geological Survey, US Geological Survey

Indiana Dept. of Natural Resources
Indiana Dept. of Natural Resources 2018

EXHIBIT B

LEASES AND TRACT DESCRIPTIONS

UNIT DESCRIPTION

THE NORTH HALF (N/2) OF THE SOUTHEAST QUARTER (SE/4); AND SIXTY ACRES OFF THE EAST END OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 6 WEST, SPENCER COUNTY, INDIANA, EXCEPT BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, TOWNSHIP AND RANGE; THENCE WEST 400 FEET; THENCE SOUTH 600 FEET; THENCE EAST 400 FEET; THENCE NORTH 600 FEET TO THE PLACE OF BEGINNING, CONTAINING 5.6 ACRES, MORE OR LESS AND CONTAINING AFTER SAID EXCEPTION 54.4 ACRES, MORE OR LESS; ALL IN SECTION 33, TOWNSHIP 6 SOUTH, RANGE 6 WEST, SPENCER COUNTY, INDIANA;

AND ALSO, ALL OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 6 WEST, CONTAINING 40 ACRES MORE OR LESS, IN SPENCER COUNTY, INDIANA.

Tract 1

Lease Name: Cope-Axton-Hoge Comm. #1

Bi-Petro Lease No.: 5397

Tract Description: SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 6 WEST, SPENCER COUNTY, INDIANA.

WEST 7.5 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 6 WEST, SPENCER COUNTY, INDIANA.

EAST 2.5 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 6 WEST, SPENCER COUNTY, INDIANA

Oil and Gas Lease(s):	Dated:	November 2, 1984
	Recorded:	Lease Book 53, Page 661
	Lessor(s):	Robert Hoge and Judy Hoge

Lessee: Ronald L. Stolz
Corrected: Corrected by Document Recorded in Lease Book 58, Page 47

Dated: April 23, 1985
Recorded: Lease Book 55, Page 287
Lessor(s): Crete Hill, as Executrix of the Estate of Ralph E. Cope, deceased
Lessee: Ronald L. Stoltz

Dated: April 23, 1985
Recorded: Lease Book 55, Page 289
Lessor(s): Nancy Young
Lessee: Ronald L. Stoltz

The above-reference leases being pooled by that certain Declaration of Pooling made by Ronald L. Stoltz dated April 26, 1985, recorded in Lease Book 58, Page 48, and amended on February 20, 1978, by document recorded in Book 59, Page 13.

Tract 2

Lease Name: Muse/Shiloh Church

Bi-Petro Lease No.: 5398

Tract Description: Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, Spencer County, Indiana.

The Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, Spencer County, Indiana.

Oil and Gas Lease(s): Dated: November 9, 1984
Recorded: Lease Book 53, at Page 663
Lessor(s): Jeffrey E. Muse and Betty Muse
Lessee: Ronald L. Stolz

Dated: November 8, 1984
Recorded: Lease Book 57, Page 97
Lessor(s): Trustees of the Shiloh Church
Lessee: Ronald L. Stoltz

The above-reference leases being pooled by that certain Declaration of Pooling dated November 15, 1985, recorded in Lease Book 60, Page 874.

Tract 3

Lease Name: Hoge-Holland #1 and Hoge-Holland #2 Community

Bi-Petro Lease No.: 5396

Tract Description: West Half of the Northeast Quarter of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, Spencer County, Indiana.

Oil and Gas Lease(s):

Dated:	November 2, 1984
Recorded:	Lease Book 53, Page 661
Lessor(s):	Robert Hoge and Judy Hoge
Lessee:	Ronald L. Stolz
Corrected:	Corrected by Document Recorded in Lease Book 58, Page 47

Dated:	August 30, 1987
Recorded:	Lease Book 59, Page 214
Lessor(s):	James M. Holland and Carrie W. Holland
Lessee:	Ronald L. Stolz

The above-reference leases being pooled by that certain Declaration of Pooling dated October 15, 1987, recorded in Lease Book 59, Page 263 and second Declaration of Pooling dated October 15, 1987.

Tract 4:

Lease Name: Hayden/Holland/Langdon Comm #1

Bi-Petro Lease No.: 5401

Tract Description: The East Half of the Northeast Quarter of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, Spencer, Indiana.

Oil and Gas Leases:

Dated:	August 30, 1987
Recorded:	Lease Book 59, Page 214
Lessor(s):	James M. Holland and Carrie W. Holland
Lessee:	Ronald L. Stolz

Dated:	June 1, 1988
Recorded:	Lease Book 59, Page 803

Lessor(s): Arthur N. Hayden and Delois Hayden
Lessee: Ronald L. Stolz

Dated: July 12, 1988
Recorded: Lease Book 59, Page 809
Lessor(s): Juanita Nunn and John Paul Langdon
Lessee: Ronald L. Stolz

Dated: July 11, 1988
Recorded: Lease Book 59, Page 812
Lessor(s): Velma Langdon Hughes
Lessee: Ronald L. Stolz

Dated: July 12, 1988
Recorded: Lease Book 59, Page 815,
Lessor(s): Michael F. Langdon, Jerry W. Langdon,
Douglas A. Langdon, and Debra K.
Langdon, by her mother and natural
guardian Virginia Lee Pearson

Lessee: Ronald L. Stolz

Dated: July 12, 1988
Recorded: Lease Book 59, Page 806
Lessor(s): Emma Brady, sole beneficiary of the Estate
of Byron Brady
Lessee: Ronald L. Stolz

Dated: July 15, 1988
Recorded: Lease Book 59, Page 799
Lessor(s): Montie M. McKeehan and Mary Jo
McKeehan
Lessee: Ronald L. Stolz

Dated: July 18, 1988
Recorded: Lease Book 59, Page 801
Lessor(s): Crete Hill, Executrix and Beneficiary of the
Estate of Ralph Cope
Lessee: Ronald L. Stolz

The above-reference leases being pooled by that certain Amended
and Corrected Declaration of Pooling dated September 29, 1989,
recorded in Lease Book 60, Page 721.

Tract 5:

Lease Name: Donald and Peggy Winkler #1

Bi-Petro Lease No.: 5399

Tract Description: Sixty acres off the East end of the South Half of the Southeast Quarter of Section 30, Township 7 South, Range 6 West, Spencer County, Indiana, except beginning at the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section, Township and Range; thence West 400 feet; thence South 600 feet; thence East 400 feet; thence North 600 feet to the place of beginning, containing 5.6 acres, more or less and containing after said exception 54.4 acres, more or less.

Oil and Gas Leases: Dated: November 2, 1985
Recorded: Lease Book 57, at Page 84
Lessor(s): Donald R. Winkler and Peggy J. Winkler
Lessee: Ronald L. Stolz

Tract 6:

Lease Name: Fulkerson

Bi-Petro Lease No.: 5400

Tract Description: All of the Northeast Quarter of the Northeast Quarter of Section 31, Township 7 South, Range 6 West, containing 40 acres more or less, in Spencer County, Indiana.

Oil and Gas Leases: Oil and Gas Lease dated August 1, 2010, recorded July 20, 2011, as Instrument 2011R-02216, from Dorothy Fulkerson, a widow, Frederick B. Fulkerson, Sharon G. Fulks, Bertie Jo Ayer, Daniel Fulkerson, Norbert A. Fulkerson, Richard T. Fulkerson, Jeffrey Lynn Fulkerson and Michael J. Fulkerson, as Lessors, to Cabco Operating Company, LLC, as Lessee, and also including all interest into those Oil and Gas Leases with the following Lessors and Recording Information: Daniel Fulkerson, Instrument 20UR-02217, Joseph Michael Fulkerson Instrument 2011R-02218, Jeffrey Lynn Fulkerson Instrument 2011R-02219, Bertie J. Ayer Instrument 2011R-02220, Frederick B. Fulkerson Instrument 2011R-02221, Sharon Fulks Instrument 2011R-02222, Norbert A. Fulkerson Instrument 2011R-02223, Richard T. Fulkerson Instrument 2011R-02224.

EXHIBIT C

TRACT PARTICIPATION

		15%		60%		25%		Final Allocation
		Acreage		Oil Production		Water Injection		
Tract 1	Cope Axton Hoge	20.00	1.72%	2,342	2.29%	83,997	14.19%	18.20%
Tract 2	Muse/Shiloh Church	20.00	1.72%	6,377	6.22%		0.00%	7.94%
Tract 3	Hoge-Holland	20.00	1.72%	19,125	18.66%		0.00%	20.38%
Tract 4	Hayden-Holland	20.00	1.72%	19,693	19.22%		0.00%	20.94%
Tract 5	Winkler	54.40	4.68%	8,188	7.99%	63,959	10.81%	23.48%
Tract 6	Fulkerson	40.00	3.44%	5,763	5.62%		0.00%	9.06%
		174.40	15.00%	61,488	60.00%	147,956	25.00%	100.000%

EXHIBIT G
ATTEMPT TO CONTACT UNSIGNED PARTIES

Name	Address	City, State Zip	Letter	Unitization Agreement Mailed	Received signature Page(s)	Comment
Packets Mailed to Royalty Owners by LRA						
Robert Hoge	3181 W Eureka Road	Rockport, IN 47635	RI	Yes	No.	No Response.
Kenneth J. Garrett	3177 W Eureka Road	Rockport, IN 47635	RI	Yes	No.	No Response.
Edgar L. Payne	3095 W Eureka Road	Rockport, IN 47635	RI	Yes	No.	No Response.
Charlotte Lewis	271 Moss Grove Blvd. Apt. 241	Knoxville, TN 37922	RI	Yes	No.	No Response.
Nancy Young	3762 W County Rd. 200 S	Rockport, IN 47635	RI	Yes	No	Last Known Address. Return mail to sender-not deliverable as addressed unable to forward
Shiloh Church	307 Center St.	Rockport, IN 47635	RI	Yes	No.	No Response.
Lawson Ray Ferguson	117 E. 18th St. #109	Owensboro, KY 42301	RI	Yes	No.	No Response.
Adam Jones	3182 W CR 100 S	Rockport, IN 47635	RI	Yes	No.	No Response.
Jennifer Ferguson Hawkins	1173 S County Rd. 350 W	Rockport, IN 47635	RI	Yes	No	Last Known Address. Return to Sender-Unclaimed Unable to Forward Return to Sender
Frederick B. Fulkerson	5206 Jones Road	Owensboro, KY 42303	RI	Yes	No.	5/28- 410pm. 8 min phone call with Rock Fulkerson. Asked about unitization. Didn't know why he was needed since he doesn't share expenses. Bert explained unitization benefits and necessity. Rick asked about feedback from others. Bert said amongst those who own in multiple leases feedback is

						favorable. Negative feedback has been from those in one lease. Rick said he's not an oil guy. Didn't really understand and neither is his family. I said we needed to move forward but would like his support. Ended call without saying Rick would sign.
Sharon G. Fulks	1480 S. State Road 161	Rockport, IN 47635	RI	Yes	No	No Response.
Bertie Jo Ayer	735 S Sled Run	Santa Claus, IN 47579	RI	Yes	No	No Response.
Daniel B. Fulkerson	118 Covey Run PL	Fairhope, AL 36532	RI	Yes	No	No Response.
Norbert A. Fulkerson	3103 W. County Rd. 50 N	Rockport, IN 47635	RI	Yes	No	No Response.
Richard T. Fulkerson	3231 W. County Rd. 100 S	Rockport, IN 47635	RI	Yes	No	No Response.
Jeffrey Lynn Fulkerson	20102 Foxchester Lane	Humble, TX 77338	RI	Yes	No	No Response.
Michael J. Fulkerson	828 Ward Avenue	Kingsport, TN 37660	RI	Yes	No	No Response.
Charles Patrick Nunn	1296 W. Magnolia	Jasper, IN 47546	RI	Yes	No	No Response.
Connie Lee Miller	410 S 3rd. St.	Rockport, IN 47635	RI	Yes	No	No Response.
Mary Jo McKeehan, TOD	3047 W. Eureka Rd.	Rockport, IN 47635	RI	Yes	No	Last Known Address. Return mail to sender-not deliverable as addressed unable to forward
Jill C. Crane	662 South St. Rd. 161	Rockport, IN 47635	RI	Yes	No	No Response.
William E. Groom	149 County Rd. 1715 N	Xenia, IL 62899	RI	Yes	No	No Response.
Betty J. Miller	1409 S. County Rd. 350 W	Rockport, IN 47635	RI	Yes	No	No Response.
Del C. Miller	269 Elm St.	Monticello, KY 42633	RI	Yes	No	No Response.
Janet M. Miller	1409 S. County Rd. 350 W	Rockport, IN 47635	RI	Yes	No	No Response.
Working Interest Owners						
Name	Address	City, State Zip	Letter	Unitization Agreement Mailed	Received signature Page(s)	Comment

Gary Petty	312 W. Pine Street	Olney, IL 62450	WI	Yes	No	Per communication between Bert and Gary-Gary is not willing to sign
John Hargis	211 S. 2 nd Street	Rockport, IN 47635	WI	Yes	No	Numerous communications between Bert Ferrara and John Hargis. No Agreement reached.
Donna S. Ayer	P.O. Box 165	Rockport, IN 47635	WI	Yes	No	No Response
Donald R. Winkler & Peggy J. Winkler	361 S 6 th St	Rockport, IN 47635	WI	Yes	No.	Contemplated Selling Interest; No Agreement reached.

EXHIBIT H
TRACT PARTICIPATION FACTORS

		15%		60%		25%		Final Allocation
		Acreage		Oil Production		Water Injection		
Tract 1	Cope Axton Hoge	20.00	1.72%	2,342	2.29%	83,997	14.19%	18.20%
Tract 2	Muse/Shiloh Church	20.00	1.72%	6,377	6.22%		0.00%	7.94%
Tract 3	Hoge-Holland	20.00	1.72%	19,125	18.66%		0.00%	20.38%
Tract 4	Hayden-Holland	20.00	1.72%	19,693	19.22%		0.00%	20.94%
Tract 5	Winkler	54.40	4.68%	8,188	7.99%	63,959	10.81%	23.48%
Tract 6	Fulkerson	40.00	3.44%	5,763	5.62%		0.00%	9.06%
		174.40	15.00%	61,488	60.00%	147,956	25.00%	100.000%

EXHIBIT G
ATTEMPT TO CONTACT UNSIGNED PARTIES

Name	Address	City, State Zip	Letter	Unitization Agreement Mailed	Received signature Page(s)	Comment
Packets Mailed to Royalty Owners by LRA						
Robert Hoge	3181 W Eureka Road	Rockport, IN 47635	RI	Yes	No.	No Response.
Kenneth J. Garrett	3177 W Eureka Road	Rockport, IN 47635	RI	Yes	No.	No Response.
Edgar L. Payne	3095 W Eureka Road	Rockport, IN 47635	RI	Yes	No.	No Response.
Charlotte Lewis	271 Moss Grove Blvd. Apt. 241	Knoxville, TN 37922	RI	Yes	No.	No Response.
Nancy Young	3762 W County Rd. 200 S	Rockport, IN 47635	RI	Yes	No	Last Known Address. Return mail to sender-not deliverable as addressed unable to forward
Shiloh Church	307 Center St.	Rockport, IN 47635	RI	Yes	No.	No Response.
Lawson Ray Ferguson	117 E. 18th St. #109	Owensboro, KY 42301	RI	Yes	No.	No Response.
Adam Jones	3182 W CR 100 S	Rockport, IN 47635	RI	Yes	No.	No Response.
Jennifer Ferguson Hawkins	1173 S County Rd. 350 W	Rockport, IN 47635	RI	Yes	No	Last Known Address. Return to Sender-Unclaimed Unable to Forward Return to Sender
Frederick B. Fulkerson	5206 Jones Road	Owensboro, KY 42303	RI	Yes	No.	5/28- 410pm. 8 min phone call with Rock Fulkerson. Asked about unitization. Didn't know why he was needed since he doesn't share expenses. Bert explained unitization benefits and necessity. Rick asked about feedback from others. Bert said amongst those who own in multiple leases feedback is

						favorable. Negative feedback has been from those in one lease. Rick said he's not an oil guy. Didn't really understand and neither is his family. I said we needed to move forward but would like his support. Ended call without saying Rick would sign.
Sharon G. Fuls	1480 S. State Road 161	Rockport, IN 47635	RI	Yes	No	No Response.
Bertie Jo Ayer	735 S Sled Run	Santa Claus, IN 47579	RI	Yes	No	No Response.
Daniel B. Fulkerson	118 Covey Run PL	Fairhope, AL 36532	RI	Yes	No	No Response.
Norbert A. Fulkerson	3103 W. County Rd. 50 N	Rockport, IN 47635	RI	Yes	No	No Response.
Richard T. Fulkerson	3231 W. County Rd. 100 S	Rockport, IN 47635	RI	Yes	No	No Response.
Jeffrey Lynn Fulkerson	20102 Foxchester Lane	Humble, TX 77338	RI	Yes	No	No Response.
Michael J. Fulkerson	828 Ward Avenue	Kingsport, TN 37660	RI	Yes	No	No Response.
Charles Patrick Nunn	1296 W. Magnolia	Jasper, IN 47546	RI	Yes	No	No Response.
Connie Lee Miller	410 S 3rd. St.	Rockport, IN 47635	RI	Yes	No	No Response.
Mary Jo McKeehan, TOD	3047 W. Eureka Rd.	Rockport, IN 47635	RI	Yes	No	Last Known Address. Return mail to sender-not deliverable as addressed unable to forward
Jill C. Crane	662 South St. Rd. 161	Rockport, IN 47635	RI	Yes	No	No Response.
William E. Groom	149 County Rd. 1715 N	Xenia, IL 62899	RI	Yes	No	No Response.
Betty J. Miller	1409 S. County Rd. 350 W	Rockport, IN 47635	RI	Yes	No	No Response.
Del C. Miller	269 Elm St.	Monticello, KY 42633	RI	Yes	No	No Response.
Janet M. Miller	1409 S. County Rd. 350 W	Rockport, IN 47635	RI	Yes	No	No Response.
Working Interest Owners						
Name	Address	City, State Zip	Letter	Unitization Agreement Mailed	Received signature Page(s)	Comment

Gary Petty	312 W. Pine Street	Olney, IL 62450	WI	Yes	No	Per communication between Bert and Gary-Gary is not willing to sign
John Hargis	211 S. 2 nd Street	Rockport, IN 47635	WI	Yes	No	Numerous communications between Bert Ferrara and John Hargis. No Agreement reached.
Donna S. Ayer	P.O. Box 165	Rockport, IN 47635	WI	Yes	No	No Response
Donald R. Winkler & Peggy J. Winkler	361 S 6 th St	Rockport, IN 47635	WI	Yes	No.	Contemplated Selling Interest; No Agreement reached.

EXHIBIT H
TRACT PARTICIPATION FACTORS

		15%		60%		25%		Final Allocation
		Acreage		Oil Production		Water Injection		
Tract 1	Cope Axton Hoge	20.00	1.72%	2,342	2.29%	83,997	14.19%	18.20%
Tract 2	Muse/Shiloh Church	20.00	1.72%	6,377	6.22%		0.00%	7.94%
Tract 3	Hoge-Holland	20.00	1.72%	19,125	18.66%		0.00%	20.38%
Tract 4	Hayden-Holland	20.00	1.72%	19,693	19.22%		0.00%	20.94%
Tract 5	Winkler	54.40	4.68%	8,188	7.99%	63,959	10.81%	23.48%
Tract 6	Fulkerson	40.00	3.44%	5,763	5.62%		0.00%	9.06%
		174.40	15.00%	61,488	60.00%	147,956	25.00%	100.000%