



### QUIT-CLAIM DEED

This INDENTURE, made the 25<sup>th</sup> day of June, 2015.

WITNESSETH, that **GARY L. SPOHR AND ELVA L. SPOHR**, husband and wife, **GALE B. SPOHR AND JACQUELINE M. SPOHR**, husband and wife, and **CHERYLYN G. WAGGONER**, whose address is 2373 E. Clearview Dr., Adrian, MI 49221, parties of the first part, for the sum of **ONE DOLLAR (\$1.00)** to them duly paid by **HIGH COUNTRY FARM, LLC**, whose address is 2373 E. Clearview Dr., Adrian, MI 49221, party of the second part, do convey and quit-claim to said party of the second part, the following premises situated in the Township of Raisin, County of Lenawee, and State of Michigan, to-wit:

#### SEE ATTACHED EXHIBIT A

The Grantor also grants to the Grantee the right to make all possible divisions under Section 108 of the Land Division Act, Act No. 288 of Public Acts of 1967.

The above-described premises may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

**IN WITNESS WHEREOF**, the said parties of the first part have hereunto set their hand and seal.

Signed and Sealed in the presence of:

\_\_\_\_\_

Gary L. Spohr  
Gary L. Spohr

\_\_\_\_\_

Elva L. Spohr  
Elva L. Spohr

Gale B. Spohr  
Gale B. Spohr

Jacqueline M. Spohr  
Jacqueline M. Spohr

Cherilyn G. Waggoner  
Cherilyn G. Waggoner

2300 / emv



STATE OF INDIANA )  
 )SS  
COUNTY OF Hamilton )

On this 16th day of June, 2015, before me, a Notary Public in and for said County, personally appeared Gary L. Spohr and Elva L. Spohr, husband and wife, to me known to be the same persons described in and who executed the within instrument, and who acknowledged the same to be their free act and deed.



[Signature], Notary Public  
Hamilton County, IN  
Acting in Hamilton County, IN  
My Commission Expires: 1-3-2021

STATE OF MICHIGAN )  
 )SS  
COUNTY OF Lerawee )

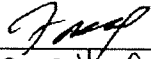
On this 25th day of JUNE, 2015, before me, a Notary Public in and for said County, personally appeared Gale B. Spohr and Jacqueline M. Spohr, husband and wife, to me known to be the same persons described in and who executed the within instrument, and who acknowledged the same to be their free act and deed.

[Signature], Notary Public  
Lerawee County, MI  
Acting in Lerawee County, MI  
My Commission Expires: 3/18/2017

STATE OF MICHIGAN )  
 )SS  
COUNTY OF Lerawee )

On this 25th day of JUNE, 2015, before me, a Notary Public in and for said County, personally appeared Cheryl G. Waggoner, to me known to be the

same person described in and who executed the within instrument, and who acknowledged the same to be her free act and deed.

  
\_\_\_\_\_  
Frank C. Riley, Notary Public  
Lenawee County, MI  
Acting in Lenawee County, MI  
My Commission Expires: 3/18/2017



✓  
PREPARED BY:  
Frank C. Riley  
Riley & Riley  
Attorneys at Law, PLC  
107 W. Jefferson St.  
PO Box 50  
Blissfield, MI 49228  
(517)486-4353

LEGAL DESCRIPTION  
EXHIBIT "A"

Land in the Township of Raisin, County of Lenawee, State of Michigan, described as follows:

Lots 1, 2, 3 and 4, High Country Estates, according to the recorded plat thereof, as recorded in Liber 26 of Plats, Pages 5 and 6, Lenawee County Records;

ALSO all that part of the Southwest 1/4 of Section 22, Town 6 South, Range 4 East, described as beginning on the centerline of Kopke Road 288.38 feet South 00° 15' 45" East along the West line of said Section 22 and 289.90 feet North 86° 35' 24" East and 391.40 feet North 82° 45' 12" East from the West 1/4 corner of said Section 22; thence continuing along the said centerline of Kopke Road North 82° 45' 12" East 295.62 feet and North 82° 15' 13" East 765.61 feet; thence leaving the said centerline of Kopke Road South 00° 00' 59" West 697.12 feet; thence South 89° 55' 22" East 904.93 feet to the East line of the Southwest 1/4 of said Section 22; thence South 00° 00' 59" West 1700.92 feet along the said East line of the Southwest 1/4 of said Section 22; thence North 89° 55' 55" West 469.21 feet; thence South 60° 59' 14" West 51.44 feet; thence South 00° 02' 35" East 173.00 feet to the South line of said Section 22; thence North 89° 55' 55" West 36.00 feet along the said South line of Section 22; thence North 00° 02' 35" West 198.00 feet; thence North 89° 55' 55" West 659.62 feet; thence South 00° 04' 05" West 198.00 feet to the South line of said Section 22; thence North 89° 55' 55" West 1434.67 feet along the South line of said Section 22 to the Southwest corner of said Section 22; thence North 00° 15' 45" East 802.04 feet along the West line of said Section 22; thence South 89° 44' 15" East 800.00 feet; thence North 00° 15' 45" East 1420.00 feet; thence North 89° 44' 15" West 123.04 feet; thence North 00° 21' 31" East 234.72 feet to the point of beginning;

EXCEPTING THEREFROM all that part of the Southeast 1/4 of Section 22, Town 6 South, Range 4 East, Raisin Township, Lenawee County, Michigan, described as beginning on the South line of Section 22 aforesaid 514.00 feet South 89° 43' 20" West from the South 1/4 corner of said Section 22; thence South 89° 43' 20" West 36.00 feet continuing along the said South Section line of Section 22; thence North 00° 18' 10" West 198.00 feet; thence South 89° 43' 20" West 659.91 feet; thence North 00° 16' 40" West 294.54 feet; thence North 87° 27' 31" East 800.04 feet; thence South 00° 18' 10" East 326.15 feet; thence South 89° 43' 20" West 59.00 feet; thence South 60° 39' 42" West 51.47 feet; thence South 0° 18' 10" East 173.00 feet to the point of beginning;

ALSO EXCEPTING THEREFROM all that part of the Southeast 1/4 of Section 22, Town 6 South, Range 4 East, Raisin Township, Lenawee County, Michigan, described as beginning on the East line of the Southwest 1/4 of Section 22 aforesaid, 198.00 feet North 00° 18' 16" West from the South 1/4 corner of said Section 22; thence South 89° 43' 20" West 409.99 feet; thence North 00° 18' 10" West 326.15 feet; thence North 87° 27' 31" East 410.30 feet to the said East line of the Southwest 1/4 of Section 22; thence South 00° 18' 16" East 342.35 feet along the said East line of the Southwest 1/4 of Section 22 to the point of beginning;



Michigan Department of Treasury  
3876 (Rev. 3-10)

This form is issued under authority of P.A. 260 of 2000 and P.A. 378 of 2006. Filing is mandatory.

### Affidavit Attesting that Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property

**INSTRUCTIONS:** This form must be filed to claim that a transfer of property is not a statutory transfer of ownership because the property will continue to be qualified agricultural or qualified forest property. This form must be filed with the register of deeds for the county in which the qualified agricultural property is located and then with the assessor of the local tax collecting unit where this property is located.

1. Street Address of Property <u>4400 Holloway Rd</u>		2. County <u>Lenawee</u>
3. City/Township/Village Where Real Estate is Located <u>Raisin</u> <input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village		
4. Name of Property Owner(s) (Print or Type) <u>Gary L. Spohr</u> <u>Gale B. Spohr, Cheryl G. Waggoner</u>		5. Property ID Number (from Tax Bill or Assessment Notice) <u>RA0-122-3700-00</u>
6. Legal Description (Legal description is required; attach additional sheets if necessary) <u>attached</u>		7. Percentage of This Property Which is Currently and Will Remain Qualified Agricultural Property (#7 does not apply to the Qualified Forest Program) <u>100</u>
8. Daytime Telephone Number		9. E-mail Address

#### CERTIFICATION & NOTARIZATION (Notarization necessary for recording with Register of Deeds)

I certify that the information above is true and complete to the best of my knowledge. I further certify that the property noted on this affidavit currently is and will remain qualified agricultural or qualified forest property.

Signed *Gary Spohr*  
Name (Print or Type) Gary Spohr  
Title owner

**TERESA E. BALL**  
Notary Public, Lenawee Co., MI  
Acting In Lenawee Co., MI  
My Comm. Expires May 03, 2017

Must be signed by owner, partner, corporate officer, or a duly authorized agent.

Notary Public, State of Michigan,  
County of Lenawee  
My commission expires: May 3 2017  
Acting in the County of Lenawee

State of Michigan  
County of Lenawee

Acknowledged before me this 26  
day of June 2014, 2014

Drafter's Name Gary Spohr  
Drafter's Address 7745 Carly Ct  
Fishers IN 46038

By Gary Spohr  
Notary Signature *Teresa E Ball*  
Name of Notary (Print or Type) Teres E Ball

#### LOCAL GOVERNMENT USE ONLY

Is the percentage stated above in number 7 the current percentage of the property that is qualified agricultural property?     Yes     No     N/A (Qualified Forest Only)

If not, what is the correct percentage of the property that is currently qualified agricultural property? \_\_\_\_\_

Assessor's Signature	Date
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170  
Gale Spohr  
2373 E. Charlevoix  
Adrian, MI 49221

LEGAL DESCRIPTION  
EXHIBIT "A"

Land in the Township of Raisin, County of Lenawee, State of Michigan, described as follows:

all that part of the Southwest 1/4 of Section 22, Town 6 South, Range 4 East, described as beginning on the centerline of Kopke Road 288.38 feet South 00° 15' 45" East along the West line of said Section 22 and 289.90 feet North 86° 36' 24" East and 391.40 feet North 82° 45' 12" East from the West 1/4 corner of said Section 22; thence continuing along the said centerline of Kopke Road North 82° 45' 12" East 295.62 feet and North 82° 15' 13" East 765.61 feet; thence leaving the said centerline of Kopke Road South 00° 00' 59" West 697.12 feet; thence South 89° 55' 22" East 904.93 feet to the East line of the Southwest 1/4 of said Section 22; thence South 00° 00' 59" West 1700.92 feet along the said East line of the Southwest 1/4 of said Section 22; thence North 89° 55' 55" West 469.21 feet; thence South 60° 59' 14" West 51.44 feet; thence South 00° 02' 35" East 173.00 feet to the South line of said Section 22; thence North 89° 55' 55" West 36.00 feet along the said South line of Section 22; thence North 00° 02' 35" West 198.00 feet; thence North 89° 55' 55" West 659.62 feet; thence South 00° 04' 05" West 198.00 feet to the South line of said Section 22; thence North 89° 55' 55" West 1434.67 feet along the South line of said Section 22 to the Southwest corner of said Section 22; thence North 00° 15' 45" East 802.04 feet along the West line of said Section 22; thence South 89° 44' 15" East 800.00 feet; thence North 00° 15' 45" East 1420.00 feet; thence North 89° 44' 15" West 123.04 feet; thence North 00° 21' 31" East 234.72 feet to the point of beginning;

EXCEPTING THEREFROM all that part of the Southwest 1/4 of Section 22, Town 6 South, Range 4 East, described as beginning on the South line of Section 22 aforesaid 514.00 feet South 89° 43' 20" West from the South 1/4 corner of said Section 22; thence South 89° 43' 20" West along the South line of said Section 22 a distance of 36.00 feet; thence North 0° 18' 10" West parallel with the North and South 1/4 line of said Section 22 a distance of 198.00 feet; thence South 89° 43' 20" West 70.00 feet; thence North 0° 18' 10" West 305.00 feet; thence North 89° 43' 20" East 210.00 feet; thence South 0° 18' 10" East 305.00 feet; thence South 89° 43' 20" West 104.00 feet; thence South 0° 18' 10" East 198.00 feet to the place of beginning;

ALSO EXCEPTING THEREFROM all that part of the Southwest 1/4 of Section 22, Town 6 South, Range 4 East, described as beginning 514.00 feet South 89° 43' 20" West along the South line of said Section 22 and 173.00 feet North 00° 18' 10" West from the South 1/4 corner of Section 22 aforesaid and running thence North 00° 18' 10" West 25.00 feet; thence North 89° 43' 20" East 45.00 feet; thence South 60° 39' 42" West 51.47 feet to the place of beginning.



Michigan Department of Treasury  
3676 (Rev. 3-10)

This form is issued under authority of P.A. 260 of 2000 and P.A. 378 of 2006. Filing is mandatory.

### Affidavit Attesting that Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property

**INSTRUCTIONS:** This form must be filed to claim that a transfer of property is not a statutory transfer of ownership because the property will continue to be qualified agricultural or qualified forest property. This form must be filed with the register of deeds for the county in which the qualified agricultural property is located and then with the assessor of the local tax collecting unit where this property is located.

1. Street Address of Property See Attached		2. County Lenawee	
3. City/Township/Village Where Real Estate is Located Raisin <input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village			
4. Name of Property Owner(s) (Print or Type) High Country Farm LLC		5. Property ID Number (from Tax Bill or Assessment Notice) See Attached	
6. Legal Description (Legal description is required; attach additional sheets if necessary) See Attached		7. Percentage of This Property Which is Currently and Will Remain Qualified Agricultural Property (#7 does not apply to the Qualified Forest Program) 100%	
8. Daytime Telephone Number 517-486-4353		9. E-mail Address	

#### CERTIFICATION & NOTARIZATION (Notarization necessary for recording with Register of Deeds)

I certify that the information above is true and complete to the best of my knowledge. I further certify that the property noted on this affidavit currently is and will remain qualified agricultural or qualified forest property.

Signed *Frank C. Riley*  
Name (Print or Type) Frank C. Riley  
Title Attorney

Must be signed by owner, partner, corporate officer, or a duly authorized agent.

State of Michigan  
County of Lenawee

Acknowledged before me this 25th  
day of June, 2015

By Frank C. Riley  
Notary Signature *Jody M. Clark*  
Name of Notary (Print or Type) Jody M. Clark

Notary Public, State of Michigan,  
County of Lenawee  
My commission expires: 4/25/2022  
Acting in the County of Lenawee

Drafter's Name Frank C. Riley  
Drafter's Address 107 W. Jefferson St  
PO Box 50, Blissfield, MI 49228

#### LOCAL GOVERNMENT USE ONLY

Is the percentage stated above in number 7 the current percentage of the property that is qualified agricultural property?  Yes  No  N/A (Qualified Forest Only)

If not, what is the correct percentage of the property that is currently qualified agricultural property? \_\_\_\_\_

Assessor's Signature	Date
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1700 ✓ env

LEGAL DESCRIPTION  
EXHIBIT "A"

Land in the Township of Raisin, County of Lenawee, State of Michigan, described as follows:

Lots 1, 2, 3 and 4, High Country Estates, according to the recorded plat thereof, as recorded in Liber 26 of Plats, Pages 5 and 6, Lenawee County Records;

ALSO all that part of the Southwest 1/4 of Section 22, Town 6 South, Range 4 East, described as beginning on the centerline of Kopke Road 288.38 feet South 00° 15' 45" East along the West line of said Section 22 and 289.90 feet North 86° 35' 24" East and 391.40 feet North 82° 45' 12" East from the West 1/4 corner of said Section 22; thence continuing along the said centerline of Kopke Road North 82° 45' 12" East 295.62 feet and North 82° 15' 13" East 765.61 feet; thence leaving the said centerline of Kopke Road South 00° 00' 59" West 697.12 feet; thence South 89° 55' 22" East 904.93 feet to the East line of the Southwest 1/4 of said Section 22; thence South 00° 00' 59" West 1700.92 feet along the said East line of the Southwest 1/4 of said Section 22; thence North 89° 55' 55" West 469.21 feet; thence South 60° 59' 14" West 51.44 feet; thence South 00° 02' 35" East 173.00 feet to the South line of said Section 22; thence North 89° 55' 55" West 36.00 feet along the said South line of Section 22; thence North 00° 02' 35" West 198.00 feet; thence North 89° 55' 55" West 659.62 feet; thence South 00° 04' 05" West 198.00 feet to the South line of said Section 22; thence North 89° 55' 55" West 1434.67 feet along the South line of said Section 22 to the Southwest corner of said Section 22; thence North 00° 15' 45" East 802.04 feet along the West line of said Section 22; thence South 89° 44' 15" East 800.00 feet; thence North 00° 15' 45" East 1420.00 feet; thence North 89° 44' 15" West 123.04 feet; thence North 00° 21' 31" East 234.72 feet to the point of beginning;

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ALSO EXCEPTING THEREFROM all that part of the Southeast 1/4 of Section 22, Town 6 South, Range 4 East, Raisin Township, Lenawee County, Michigan, described as beginning on the East line of the Southwest 1/4 of Section 22 aforesaid, 198.00 feet North 00° 18' 16" West from the South 1/4 corner of said Section 22; thence South 89° 43' 20" West 409.99 feet; thence North 00° 18' 10" West 326.15 feet; thence North 87° 27' 31" East 410.30 feet to the said East line of the Southwest 1/4 of Section 22; thence South 00° 18' 16" East 342.35 feet along the said East line of the Southwest 1/4 of Section 22 to the point of beginning;



# OIL AND GAS LEASE

LIBER 1338 PAGE 428

(PAID UP)

THIS AGREEMENT made and entered into this 1 day of November, 19 94, by and between Lee W Spohr and Naomi R Spohr, Husband and Wife  
4400 Holloway, Adrian, Michigan 49221

hereinafter called Lessor (whether one or more), and New Frontier Land Service, Box 246  
Chippewa Lake, Michigan 49320, hereinafter called Lessee, WITNESSETH

1. Lessor, for and in consideration of \$ Ten & More, the receipt of which is hereby acknowledged, and the covenants and agreements of the Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land described below, including all interests therein Lessor may acquire by operation of law, reversion or otherwise, (herein called "said land"), exclusively, for the purposes of exploring by geophysical and other methods, drilling, mining, operating for and producing oil and/or gas, together with all rights, privileges and easements useful or convenient in exploring for, drilling for, producing, treating, storing, caring for, transporting and removing production from said land or any other land adjacent thereto, including but not limited to rights to lay pipelines, build roads, establish and utilize facilities for disposition of water, brine or other fluids, and construct tanks, power and communication lines, pump and power stations, and other structures and facilities. Said land is in the County of Lenawée State of Michigan, and is described as follows:

Raisin Twp. T6S-R4E, Section 22;  
SW/4 EXC the S 198 ft of the E 1210 ft containing 5.5 acres, also EXC land comm at a pt 550 ft W and 198 ft N  
from S 1/4 post of Sec 22 W 70 ft th N 305 ft th E 210 ft th S 305 ft th W 140 ft to POB. ALSO EXC that part of  
SW/4 lying N of Kopke Road.

Lessor and Lessee shall mutually agree on all drill sites, roadways and pipelines that may be constructed on the premises leased herein, consent shall not be unreasonably withheld.

containing 155 acres, more or less, and all lands and interests therein contiguous or appurtenant to the land specifically described above, that are owned or claimed by Lessor, or to which Lessor has a preference right of acquisition, including but not limited to all lands underlying all alleys, streets, roads or highways and all riparian or submerged lands along and/or underlying any rivers, lakes or other bodies of water. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves the underground reservoir. The term "gas" when used in this lease shall mean a mixture of hydrocarbons and of nonhydrocarbons in a gaseous state which may or may not be associated with oil, including those liquids resulting from condensation of gas after it leaves the underground reservoir.

2. It is agreed that this lease shall remain in force for a primary term of 5 (FIVE) years from this date, and as long thereafter as operations are conducted upon said land with no cessation for more than 90 consecutive days, provided, however, that in no event shall this lease terminate if production of oil and/or gas from a well located on said land, or on lands pooled therewith, has not permanently ceased. If operations commenced during the primary term are discontinued less than 90 days before the end of the term, this lease shall not terminate at the end of the primary term if operations are again conducted within 90 days after the discontinuance. Whenever used in this lease the word "operations" shall refer to any of the following and any activities related thereto: preparing location for drilling, drilling, testing, completing, equipping, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas whether or not in paying quantities.

3. Lessee covenants and agrees to pay the following royalties: (a) To deliver to the credit of the Lessor into tank reservoirs or into the pipeline to which Lessee may connect its wells, one-eighth of the oil produced and saved from said land, Lessor's interest to bear one-eighth of the cost of treating oil to render it marketable pipeline oil, or from time to time, at the option of Lessee, Lessee may sell the oil produced and saved from said land and pay Lessor one-eighth of the net amount realized by Lessee, computed at the wellhead, whether the point of sale is on or off said land. (b) To pay Lessor on gas produced from said land (1) when sold by Lessee, whether the point of sale is on or off said land, one-eighth of the net amount realized by Lessee, computed at the wellhead, or (2) when used by Lessee, for purposes other than those specified in Paragraph numbered 7 of this lease, the market value, at the wellhead, of one-eighth of said gas. Prior to payment of royalty, Lessor shall execute a Division Order setting forth his interest in production. Lessee may pay all taxes and privilege fees levied upon Lessor's royalty share of production of oil and gas, and deduct the amount so paid from any monies payable to Lessor hereunder.

4. If any well, capable of producing oil and/or gas, whether or not in paying quantities, located on said land, or on lands pooled or communitized with all or part of said land, is at any time shut-in and production therefrom is not sold or used off the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut-in, whether before or after expiration of the primary term. Lessee shall use reasonable diligence to market oil and/or gas capable of being produced from such shut-in well, but shall be under no obligation to refract or recycle gas, or to market such oil and/or gas under terms, conditions, or circumstances which in Lessee's judgment are uneconomic or otherwise unsatisfactory. If all wells on said land, or on lands pooled or communitized with all or part of said land, are shut-in, then within 60 days after expiration of each period of one year in length (annual period) during which all such wells are shut-in, Lessee shall be obligated to pay or tender, as royalty, to Lessor, or to Lessor's credit in the Bank, at above address

or its successors, as Lessor's agent, which shall continue as the depository regardless of changes in ownership of royalties, shut-in royalties or other money, the sum of \$1.00 multiplied by the number of acres subject to this lease, provided, however, that if production from a well or wells is sold or used off the premises before the end of any such period, or, if at the end of any such annual period this lease is being maintained in force and effect other than solely by reason of the shut-in wells, Lessee shall not be obligated to pay or tender said sum of money for that annual period. This shut-in royalty payment may be made in currency, draft or check, at the option of Lessee, and the depositing of such payment in any post office, with sufficient postage and properly addressed to Lessor, or said bank, within 60 days after expiration of the annual period shall be deemed sufficient payment as herein provided.

5. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall give written notice to Lessee, setting out specifically in what respects Lessee has breached this contract. Lessee shall have 60 days from receipt of such notice to commence and thereafter pursue with reasonable diligence such action as may be necessary or proper to satisfy such obligation of Lessee, if any, with respect to Lessor's notice. Neither the service of said notice nor the doing of any acts by Lessee intended to satisfy any of the alleged obligations shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. No judicial action may be commenced by Lessor for forfeiture of this lease or for damages until after said 60 day period. Lessee shall be given a reasonable opportunity after judicial ascertainment to prevent forfeiture by discharging its express or implied obligation as established by the court. If this lease is canceled for any cause, it shall, nevertheless, remain in force and effect as to (a) sufficient acreage around each well as to which there are operations, so as to constitute a drilling or maximum allowable unit under applicable governmental regulations, such acreage to be designated by Lessee in such shape as then existing spacing rules permit; and (b) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary or convenient for operations on the acreage so retained.

6. If this lease covers less than the entire undivided interest in the oil and gas in said land (whether Lessor's interest is herein specified or not), then the royalties as provided above shall be paid to Lessor only in the proportion which the interest in oil and gas covered by this lease bears to the entire undivided interest therein.

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operations hereunder, except water from the wells of Lessor. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth. No well shall be drilled nearer than 200 feet from the house or barn now on said land without written consent of Lessor. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing and any other downhole equipment and fixtures.

8. Lessee is hereby granted the right to pool or unitize said land, or any part of said land, with other lands, as to any or all minerals or horizons, to establish units containing not more than approximately 160 acres; provided, however, such units may be established so as to contain not more than approximately 640 acres to any or all of the following: (a) gas, (b) oil produced from formations below the top of the Glenwood Member of the Black River Group and (c) oil produced from wells classified as gas wells by the regulatory agency having jurisdiction. If larger units than those permitted above, either at the time established or hereafter, are required or permitted under any governmental rule or order for the drilling or operation of a well at a regular location or obtaining the maximum allowable from any well or for any other reason, then the maximum unit size authorized hereby shall conform to the size required or permitted by such governmental rule or order. Lessee may enlarge the unit to the maximum area permitted herein and reform said unit to include after-acquired leases within the unit area. Lessee may create, enlarge or reform the unit or units as above provided at any time, and from time to time, during the continuance of this lease, either before or after production is obtained. A unit established hereunder shall be effective for all purposes of this lease, whether or not all interests in the lands in the unit are effectively pooled or unitized. In no event shall Lessee be required to drill more than one well in each unit. Lessee may reduce or terminate such unit or units at any time prior to the discovery of oil or gas on the pooled acreage, or at any time after discovery subsequent to the cessation of production. Lessee may create, enlarge, reform, reduce, or terminate each unit by recording a written declaration to that effect in the office of the Register of Deeds in the county or counties in which such unit is located. Any operations conducted on any part of the lands pooled shall be deemed to be on the lands leased herein within the meaning of all provisions of this lease. Production of oil and/or gas from the unit shall be allocated to the lands described herein which are included in the unit in the same proportion as the number of surface acres in the lands described herein which are included in the unit bears to the total number of surface acres in the unit.

11<sup>th</sup> Wolverine Gas & Oil Co.

9. In addition to the right to pool granted to the Lessee in Paragraph numbered 8 above, for the purpose of promoting the development of hydrocarbon production from shallow formations, as hereinafter defined, Lessee is granted the right to pool or unitize the shallow formations in said land, or any part of said land with other lands, to establish units containing not more than approximately 2,500 acres. The exercise of this right shall be effective only if Lessee drills or has drilled, no later than one (1) year after recording a written declaration of the unit, at least one well completed in a shallow formation for each 160 acres of the unit. "Shallow formations" are defined as geologic formations between the surface of the earth and the top of the Traverse Limestone Formation. The unit shall consist of any combination of governmental quarter-quarter sections, each of which must share at least one common side with another. All provisions of Paragraph numbered 8, including those regarding Lessee's identification of a unit, the effect of operations conducted thereon and the allocation of production from wells thereon, shall apply in the same manner to a unit formed pursuant to this paragraph for production from shallow formations, except to the extent inconsistent with this paragraph. Lessee may expand the unit to include additional lands until a maximum of 2,560 acres is included in the unit, provided that the required well density (one well for every 160 acres) is maintained, or is attained by the drilling of an additional well or wells within one (1) year after each such expansion.

10. All present and future rules, regulations, and orders of any governmental agency pertaining to well spacing, drilling or production units, use of material and equipment, or otherwise, shall be binding on the parties hereto with like effect as though incorporated herein at length, provided, however, that no such rule, regulation, or order shall (a) prevent Lessee from pooling oil and/or gas development units as provided in Paragraphs numbered 8 and 9 hereof, larger than the well spacing, drilling or production units prescribed or permitted by such rule, regulation or order or (b) require a greater density for shallow formation wells than required by Paragraph numbered 9 above.

11. If, after the date hereof, the leased premises shall be conveyed in severalty or in separate tracts, the premises shall, nevertheless, be developed and operated as one lease, except that royalties as to any producing well shall be payable to the owner or owners of only those tracts located within the drilling unit designated by the state regulatory agency for such well and apportioned among said tracts on a surface acreage basis; provided, however, if a portion of the leased premises is pooled with other lands for the purpose of operating the pooled unit as one lease, this paragraph shall be inoperative as to the portion so pooled.

12. If Lessee is prevented from, or delayed in commencing, continuing, or resuming operations, or complying with its express or implied obligations hereunder by circumstances not reasonably within Lessee's control, this lease shall not terminate and Lessee shall not be liable in damages so long as said circumstances continue (the "period of suspension"). These circumstances include, but are not limited to the following: Conflict with federal, state or local laws, rules, regulations and executive orders, acts of God; strikes; lockouts; riots; wars; improper refusal or undue delay by any governmental agency in issuing a necessary approval, license or permit applied for by Lessee, equipment failures; inability to obtain materials in the open market or to transport said materials. If the period of suspension commences more than 90 days prior to the end of the primary term of this lease, then that period of suspension shall be added to the primary term. If the period of suspension commences less than 90 days prior to the end of the primary term or at any time after the primary term, then this lease shall not terminate if Lessee shall commence or resume operations within 90 days after the end of the period of suspension.

13. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants and provisions of this lease shall extend to such party's heirs, devisees, legal representatives, successors or assigns. Notwithstanding any other actual or constructive knowledge of the record owner of this lease, no change in the ownership of land or assignment of royalties or other monies, or any part thereof, shall be binding on the then record owner of this lease until 45 days after the record owner has received, by certified mail, written notice of such change, and the originals or certified copies of those instruments that have been properly filed for record and that shall be necessary in the opinion of record owner to establish the validity of such change of ownership or division of interest. No change or division in the ownership of said land, royalties or other monies, or any part thereof, however accomplished, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, rights and obligations relating to the location and drilling of wells and the measurement of production. Upon assignment by Lessee, its successors or assigns, the assignor shall be released from, and the assignee shall assume, the responsibility to fulfill the conditions and to perform the covenants of this lease, express or implied, with regard to the interest assigned. Breach of any covenant or failure to fulfill any condition by an owner of any part of the leasehold interest created by this lease shall not defeat or affect the rights of the owner(s) of any other part.

14. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee may at any time pay all or part of any land contract, mortgage, taxes, or other liens or charges with respect to said land, either before or after maturity, and be subrogated to the rights of the holder thereof, and may reimburse itself by applying to such payments any royalty or other monies payable to Lessor hereunder. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

15. Lessee may at any time surrender this lease as to all or any part of said land, by delivering or mailing a release to Lessor if the lease is not recorded, or by placing a release of record in the proper county if the lease is recorded. If this lease is surrendered only as to part of said land, any shut-in royalties which may thereafter be payable hereunder shall be reduced proportionately.

16. All written notices permitted or required by this lease to be given Lessor and Lessee herein shall be at their respective addresses listed hereinabove, shall be by certified United States mail, and shall identify this lease by date, parties, description and recording data; provided that either party may change such notice address by giving written notice to the other party specifying the new address.

17. This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of XXXXXX years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor a bonus of \$ XXXXXX per acre for the land then covered by the extended lease, said bonus to be paid or tendered to Lessor in the same manner as provided in Paragraph numbered 4 hereof with regard to the payment of shut-in royalties. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term. Lessee's option shall expire on the first to occur of the following events: (a) the termination or expiration of this lease or (b) the second anniversary of the expiration of the primary term stated in Paragraph numbered 2 above.

18

Executed as of the day and year first above written

WITNESSES  
X Roger R Hansen  
Roger R Hansen

LESSOR  
X Lee W Spohr  
Lee W Spohr

TAX ID NO  
366-30-8098

X Tad Stuart  
Tad Stuart

X Naomi R Spohr  
Naomi R Spohr

RECORDED  
INDEXED  
FEB 22 1994

STATE OF Michigan )  
COUNTY OF Lenawee ) s.s (Individual Acknowledgment)  
The foregoing instrument was acknowledged before me this 1 day of November, 1994, by Lee W Spohr and Naomi R Spohr, Husband and Wife

My Commission Expires: 11/17/96  
Notary in Mecosta County, Michigan  
Roger R Hansen Notary Public

STATE OF )  
COUNTY OF ) s.s (Corporate Acknowledgment)  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation.

My Commission Expires: \_\_\_\_\_  
Notary in \_\_\_\_\_ County, \_\_\_\_\_  
Notary Public

Prepared by Roger R Hansen of Box 246, Chippewa Lake, MI 49320



**OIL AND GAS LEASE  
 (PAID UP)**

THIS AGREEMENT is made as of the 14th day of September 2010, by LEE W SPOHR, TRUSTEE OF THE LEE W SPOHR LIVING TRUST DATED 9-10-2002 AND LEE W SPOHR, SUCCESSOR TRUSTEE OF THE NAOMI R SPOHR LIVING TRUST DATED 9-10-2002  
4400 HOLLOWAY RD, ADRIAN, MI, 49221

hereinafter called Lessor (whether one or more), and Savoy Energy, L.P., P.O. Box 1560, Traverse City, MI 49685-1560, hereinafter called Lessee.

1. Lessor, for and in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, and the covenants and agreements of the Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land described below, including all interests therein Lessor may acquire by operation of law, reversion or otherwise, (herein called "said land"), exclusively for the purposes of exploring by geophysical and other methods, drilling, mining, operating for and producing oil and/or gas, together with all rights, privileges and easements useful or convenient in connection with the foregoing and in connection with treating, storing, caring for, transporting and removing oil and/or gas produced from said land or any other land adjacent thereto, including but not limited to rights to lay pipelines, build roads, drill, establish and utilize wells and facilities for disposition of water, brine or other fluids, and for enhanced production and recovery operations, and construct tanks, power and communication lines, pump and power stations, and other structures and facilities. Said land is in the County of Lenawee, State of Michigan, and is described as follows:

**TOWNSHIP 6 SOUTH, RANGE 4 EAST (Ralsin Township)**

SECTION 22: LD BEG 514 FT W FROM S-1/4 POST SEC 22 RUNN TH W 36 FT TH N 198 FT TH W 70 FT TH N 305 FT TH E 210 FT TH S 305 FT TH W 59 FT TH S 60 DEG 39 MIN W 51.47 FT TH S 173 FT TO POB TAX ID RA0-122-3940-00 1.55 AC+-

SECTION 22: LD DES AS BEG ON CNTRLI OF KOPKE RD 288.38 FT S ALG W LI OF SEC 22 AND 289.90 FT N86 DEG 35 MIN 24 SEC E AND 391.40 FT N82 DEG 45 MIN 12 SEC E FROM W1/4 COR OF SEC 22 TH CONT ALG CNTRLI OF KOPKE RD N82 DEG 45 MIN 12 SEC E 295.62 FT AND N82 DEG 15 MIN 13 SEC E 765.61 FT TH LEAV SD CNTRLI OF KOPKE RD S 697.12 FT TH S89 DEG 55 MIN 22 SEC E 904.93 FT TO E LI OF SW1/4 SEC 22 TH S 1700.92 FT ALG E LI OF SW1/4 OF SW1/4 OF SEC TH W APPROX 410 FT TH N 305 FT TH W 210 FT TH S 305 FT TH W 590 FT TH S 198 FT TO S LI OF SEC TH N89 DEG 55 MIN 55 SEC W 1434.67 FT ALG TH S LI OF SEC 22 TO SW COR OF SD SEC TH N 802.04 FT ALG W LI OF SEC 22 TH S89 DEG 44 MIN 15 SEC E 800 FT TH N 1420 FT TH N89 DEG 44 MIN 15 SEC W 123.04 FT TH N 234.72 FT TO POB. TAX ID RA0-122-3700-00 103.84 AC+-

SECTION 22: LD DES AS BEG AT W1/4 COR OF SEC 22 TH S 288.38 FT ALG W LI OF SEC TH N86 DEG 35 MIN 24 SEC E 289.90 FT TH N82 DEG 45 MIN 12 SEC E 159.36 FT TH S 195.18 FT TH 129.73 FT ALG A 355 FT RAD CUR TO RIGHT HAV A CHD BEAR & DIST OF S10 DEG 49 MIN 41 SEC W 129.01 FT TH 128.49 FT ALG A 350 FT RAD CUR TO LEFT HAV A CHD BEAR & DIST OF S10 DEG 46 MIN 48 SEC W 127.77 FT TH S 976.76 FT TO A FUR POB TH S89 DEG 44 MIN 15 SEC E 400 FT S 200 FT TH N89 DEG 44 MIN 15 SEC W 400 FT TH N 200 FT TO FUR POB. TAX ID RA0-122-3080-00 1.84 AC+-

LOT 1 HIGH COUNTRY ESTATES 1.01 AC+- RA0-573-0010-00  
 LOT 2 HIGH COUNTRY ESTATES 1.24 AC+- RA0-573-0020-00  
 LOT 3 HIGH COUNTRY ESTATES 1.41 AC+- RA0-573-0030-00  
 LOT 4 HIGH COUNTRY ESTATES 1.01 AC+- RA0-573-0040-00

Containing 111.90 acres, more or less, and all lands and interests therein contiguous or appurtenant to the land specifically described above that are owned or claimed by Lessor, or to which Lessor has a preference right of acquisition, including but not limited to all lands underlying all alleys, streets, roads or highways and all riparian or submerged lands along and/or underlying any rivers, lakes or other bodies of water. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, produced at the well in liquid form by ordinary production methods, including condensate separated from gas at the well. The term "gas" when used in this lease shall mean hydrocarbons produced in a gaseous state at the well (not including condensate separated from gas at the well), helium, nitrogen, carbon dioxide and other commercial gases.

2. It is agreed that this lease shall remain in force for a primary term of Five (5) years from the date of this lease, and as long thereafter as operations are conducted upon said land or on lands pooled or unitized therewith with no cessation for more than 90 consecutive days; provided, however, that in no event shall this lease terminate unless production of oil and/or gas from all wells located on said land, or on lands pooled or unitized therewith, has permanently ceased. If operations commenced during the primary term are discontinued less than 90 days before the end of the term, this lease shall not terminate at the end of the primary term if operations are again conducted within 90 days after the discontinuance. Whenever used in this lease the word "operations" shall refer to any of the following and any activities related thereto: preparing location for drilling, drilling, testing, completing, equipping, reworking, re-completing, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas whether or not in paying quantities.

*2300 Lessee*

3. Lessee covenants and agrees to pay the following royalties: (a) To deliver to the credit of the Lessor into tank reservoirs or into the pipeline to which Lessee may connect its wells, one-eighth of the oil produced and saved from said land, ~~Lessor's interest to bear one-eighth of the cost of treating oil to render it marketable pipeline oil~~, or from time to time, at the option of Lessee, Lessee may sell the oil produced and saved from said land and pay Lessor one-eighth of the net amount realized by Lessee computed at the wellhead, whether the point of sale is on or off said land. (b) To pay Lessor on gas produced from said land (1) when sold by Lessee, whether the point of sale is on or off said land, one eighth of the net amount realized by Lessee computed at the wellhead, or (2) when used by Lessee, for purposes other than those specified in Paragraph numbered 7 of this lease, the market value, at the wellhead, of one-eighth of said gas. Prior to payment of royalty, Lessor shall execute a Division Order setting forth his interest in production. Lessee may pay all taxes and fees levied upon the oil and gas produced, including, without limitation, severance taxes and privilege and surveillance fees, and deducts a proportionate share of the amount so paid from any monies payable to Lessor hereunder.

4. If any well, capable of producing oil and/or gas, whether or not in paying quantities, located on said land or on lands pooled or unitized with all or part of said land, is at any time shut in and production therefrom is not sold or used off the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut in, notwithstanding expiration of the primary term. In lieu of any implied covenant to market, Lessee expressly agrees to market oil and/or gas produced from Lessee's wells located on said land or on land pooled or unitized therewith, but Lessee does not covenant or agree to re-inject or recycle gas, to market such oil and/or gas under terms, conditions or circumstances which in Lessee's judgment are uneconomic or otherwise unsatisfactory or to bear more than Lessee's revenue interest share of the cost and expense incurred to make the production marketable. If all wells on said land, or on lands pooled or unitized with all or part of said land, are shut in, then within 60 days after expiration of each period of one year in length (annual period) during which all such wells are shut in, Lessee shall be obligated to pay or tender, as royalty, to Lessor at the address hereinabove written, shut-in royalties or other money, the sum of \$1.00 multiplied by the number of acres subject to this lease, provided, however that if production from a well or wells located on said land or on lands pooled or unitized therewith is sold or used off the premises before the end of any such period or if at the end of any such annual period this lease is being maintained in force and effect other than solely by reason of the shut-in well(s), Lessee shall not be obligated to pay or tender said sum of money for that annual period. This shut-in royalty payment may be made in currency, draft or check, at the option of Lessee, and the depositing of such payment in any post office, with sufficient postage and properly addressed to Lessor within 60 days expiration of the annual period shall be deemed sufficient payment as herein provided.

5. If Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall give written notice to Lessee specifically describing Lessee's non-compliance. Lessee shall have 90 days from receipt of such notice to commence, and shall thereafter pursue with reasonable diligence, such action as may be necessary or proper to satisfy such obligation of Lessee, if any, with respect to Lessor's notice. Neither the service of said notice nor the doing of any act by Lessee in response thereto shall be deemed an admission or create a presumption that Lessee has failed to perform all its obligations hereunder. No judicial action may be commenced by Lessor for forfeiture of this lease or for damages until after said 90-day period. Lessee shall be given a reasonable opportunity after a final court determination to prevent forfeiture by discharging its express or implied obligation as established by the court. If this lease is canceled for any cause, it shall, nevertheless remain in force and effect as to (a) sufficient acreage around each well as to which there are operations, so as to constitute a drilling or maximum allowable unit under applicable governmental regulations, such acreage to be designated by Lessee in such shape as then existing spacing rules permit and (b) any part of said land included in a pooled or unitized unit on which there are operations. Lessee shall also have such easements on said land as are necessary or convenient for operations on the acreage so retained.

6. If this lease covers less than the entire undivided interest in the oil and gas in said land (whether Lessor's interest is herein specified or not), then the royalties, shut-in royalties and any extension payment pursuant to Paragraph numbered 17 below shall be paid to Lessor only in the proportion which the interest in oil and gas covered by this lease bears to the entire undivided interest therein.

400

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operations hereunder, except water from the wells of Lessor. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth. No well shall be drilled nearer than 200 feet from the house or barn now on said land without written consent of Lessor. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing and any other down hole equipment and fixtures.

8. Lessee is hereby granted the rights to pool or unitize said land, or any part of said land, with other lands, as to any or all minerals or horizons, to establish units containing not more than approximately 640 acres as to gas and oil, or separately for the production of either. If units larger than those permitted above, either at the time established or thereafter, are required or permitted under any governmental rule or order to drill or operate a well at a regular location, to obtain the maximum allowable from any well or for any other reason, then the maximum unit size authorized hereby shall conform to the size required or permitted by such governmental rule or order. Lessee may enlarge the unit to the maximum area permitted herein and may reform said unit to include after acquired leases within the unit area. Lessee may create, enlarge or reform the unit or units as above provided at any time, and from time to time during the continuance of this lease, either before or after production is obtained. A unit established hereunder shall be effective for all purposes of this lease, whether or not all interests in the lands in the unit are effectively pooled or unitized. Lessee may, but shall not be required to, drill more than one well in each unit. Lessee may reduce or terminate such unit or units at any time prior to the discovery of oil or gas on the pooled or unitized lands, or at any time after discovery subsequent to the cessation of production. Lessee may create, enlarge, reform, reduce, or terminate each unit by recording a written declaration to that effect in the office of the Register of Deeds in the county or counties in which such unit is located. Any operations conducted on any part of the lands pooled or unitized shall be deemed to be on the lands leased herein within the meaning of all provisions of this lease. Production of oil and/or gas from the unit shall be allocated to the lands described herein which are included in the unit in the same proportion as the number of surface acres in the lands described herein which are included in the unit bears to the total number of surface acres in the unit.

9. In addition to the rights to pool or unitize granted to the Lessee in Paragraph numbered 8 above, for the purpose of promoting the development of hydrocarbon production from shallow formations, as hereinafter defined, Lessee is granted the right to pool or unitize the shallow formations in said land, or any part of said land with other lands, to establish a unit or units of any size and shape for the drilling and operation of multiple wells. The unit shall consist of any number of contiguous tracts or parcels of land. The exercise of this right shall be effective only if the required well density (at least one well drilled into the pooled or unitized shallow formation for each 240 acres of the unit) is attained no later than two (2) years after recording of the written declaration of the unit. As used herein, the term "shallow formation" shall mean formations between the surface of the earth and the top of the Traverse Limestone Formation. All provisions of Paragraph numbered 8, including those regarding Lessee's identification of a unit, the effect of operations conducted thereon and the allocation of production from wells thereon, shall apply in the same manner to a unit formed pursuant to this paragraph for production from shallow formations, except to the extent inconsistent with this paragraph. Lessee may expand the unit to include additional lands, provided that the required well density (one well drilled for every 240 acres) is maintained, or is attained by the drilling of an additional well or wells within one (1) year after each such expansion.

10. This lease is subject to laws and to rules, regulations and orders of any governmental agency having jurisdiction, from time to time in effect, pertaining to well spacing, pooling, unitization, drilling or production units, or use of material and equipment.

11. If, after the date hereof, the leased premises shall be conveyed in severalty or in separate tracts, the premises shall, nevertheless, be developed and operated as one lease, except that royalties as to any producing well shall be payable to the owner or owners of only those tracts located within the drilling unit designated by the state regulatory agency for such well and apportioned among said tracts on a surface acreage basis; provided, however, if a portion of the leased premises is pooled or unitized with other lands for the purpose of operating the pooled unit as one lease, this paragraph shall be inoperative as to the portion so pooled or unitized.

12. If Lessee is prevented from, or delayed in commencing, continuing, or resuming, operations, or complying with its express or implied obligations hereunder by circumstances not reasonably within Lessee's control, this lease shall not terminate and Lessee shall not be liable in damages so long as said circumstances continue (the "period of suspension"). These circumstances include, but are not limited to the following: conflict with federal, state or local laws, rules, regulations and executive orders; acts of God; strikes; lockouts; riots; wars; improper refusal or undue delay by any governmental agency in issuing a necessary approval, license or permit applied for by Lessee; equipment failures; and inability to obtain materials in the open market or to transport said materials. If the period of suspension commences more than 90 days prior to the end of the primary term of this lease, then that period of suspension shall be added to the primary term. If the period of suspension commences less than 90 days prior to the end of the primary term or at any time after the primary term, then this lease shall not terminate if Lessee shall commence or resume operations within 90 days after the end of the period of suspension.

13. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants and provisions of this lease shall extend to such party's heirs, devisees, legal representative, successors or assigns. Notwithstanding any other actual or constructive knowledge of Lessee, no change in the ownership of land or assignment of royalties or other monies, or any part thereof, shall be binding on Lessee until 45 days after Lessee has received, by certified mail, written notice of such change and the originals or certified copies of those instruments that have been properly filed for record and that shall be necessary in the opinion of Lessee to establish the validity of such change of ownership or division of interest. No change or division in the ownership of said land, royalties or other monies, or any part thereof, however accomplished, shall increase the obligation or diminish the rights of Lessee, including, but not limited to, rights and obligations relating to the location and drilling of wells and the measurement of production. Upon assignment by Lessee, its successors or assigns, the assignor shall be released from, and the assignee shall assume, the responsibility to fulfill the conditions and to perform the covenants of this lease, express or implied, with regard to the interest assigned. Breach of any covenant or failure to fulfill any condition by an owner of any part of the leasehold interest created by this lease shall not defeat or affect the rights of the owner(s) of any other part.

14. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee may at any time pay all or part of any land contract, mortgage, taxes, or other liens or charges with respect to said land, either before or after maturity and be subrogated to the rights of the holder thereof, and that Lessee shall be entitled to reimbursement out of any royalty or other monies payable to Lessor hereunder. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

15. Lessee may at any time surrender this lease as to all or part of said land, or as to any depths or formations therein, by delivering or mailing a release to Lessor if the lease is not recorded or by placing a release of record in the proper county if the lease is recorded. If this lease is surrendered only as to part of said land, any shut-in royalties which may thereafter be payable hereunder shall be reduced proportionately.

16. All written notices permitted or required by this lease to be given Lessor and Lessee herein shall be at their respective addresses listed hereinabove, shall be by certified United States mail, and shall identify this lease by dated, parties, description and recording data; provided that either party may change such notice address by giving written notice to the other party specifying the new address.

17. This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of N/A years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of \$ N/A per acre for the land then covered by the extended lease, said bonus to be paid or tendered to Lessor in the same manner as provided in Paragraph number 4 hereof with regard to the payment of shut-in royalties. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term. Lessee's option shall expire on the first to occur of the following: (a) the termination or expiration of this lease or (b) the second anniversary of the expiration of the primary term stated in Paragraph numbered 2 above.

18. In the event some or all of the lands covered by this lease are enrolled in the CRP and/or the PA-116 of the US Dept of Agriculture, Lessee shall comply with the rules and notification procedures of that program insofar as the same may apply to the operations of Lessee on the enrolled lands. Lessee shall compensate Lessor for the actual amount of CRP and/or PA-116 penalties which resulted directly from Lessee's operations.

19. All drilling sites, pipelines and access roads on the leased premises shall be located by written mutual agreement between Lessor and Lessee herein. Said mutual agreement shall not be unreasonably withheld by either party. Further, Lessee agrees to provide a detailed sketch and or map of the intended location of any well, pipeline or access road for Lessor's review.

20. Lessee agrees to pay Lessor or any tenants of Lessor, if and as applicable, reasonable compensation for all use of or damage to drain tile, crops, and to the surface owned by them, which use is made or which damages are incurred in the exercise of the rights granted to Savoy by this Lease.

21. Lessee does hereby indemnify and save harmless the Lessor from any and all liabilities, charges, actions, or obligations of any nature resulting directly or indirectly from Lessee's operations on the premises and the Lessee shall defend Lessor at the Lessee's expense with respect to any legal or other proceedings as a result of Lessee's operations.

22. Lessee agrees to restore all land distributed by Lessee's operations to as near its original condition as is practical and said land shall be re-seeded at the expense of Lessee.

23. The Royalty on this Lease shall be 15%.

24. In a Deed dated February 14, 1969, title was granted into Lee W Spohr and Naomi M. Spohr. For the purposes of the Oil and Gas Lease, Naomi R Spohr and Naomi M Spohr are in fact one and the same person.

LESSOR: LEE W SPOHR LIVING TRUST DATED 9-10-2002

Lee W. Spohr  
LEE W SPOHR, TRUSTEE

NAOMI R SPOHR LIVING TRUST DATED 9-10-2002

Lee W. Spohr  
LEE W SPOHR, SUCCESSOR TRUSTEE

STATE OF Michigan            )  
  ) ss                   (Individual Acknowledgement)  
COUNTY OF Lenawee        )

The foregoing instrument was acknowledged before me this 2 day of Nov 2010, by

LEE W SPOHR, TRUSTEE OF THE LEE W SPOHR LIVING TRUST DATED 9-10-2002 AND LEE W SPOHR, SUCCESSOR TRUSTEE OF THE NAOMI R SPOHR LIVING TRUST DATED 9-10-2002

My commission expires: 9-25-12

Stephen C Dupuis  
STEPHEN C DUPUIS Notary Public  
OAKLAND County, State of Michigan  
Acting in LENAWEE County, MI

Prepared by: Robert Boisvert PO Box 310, Lakeville, MI 48366

Producers "88" Revised 1997 MMBJ (Michigan Paid-Up Form)

When Recorded Return to: Lessee

RECORDED  
FEB 26 1947  
L. A. WARNER, REGISTER OF DEEDS  
LENAWEE COUNTY, MICHIGAN

FORM 321 Mut th

LIBER 424 PAGE 246  
RIGHT OF WAY

Parcel No. 2.

Kenneth Kopke and Dorothy Kopke, his wife, and in her own right,

first part has, in consideration of One Dollar (\$ 1.00 ) to them

paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, convey and Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of wires, poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel s of land, including all public highways upon or adjacent to said parcel s of land, which parcels are situate

in the Township of Haisin County of Lenaawee, and State of Michigan, to-wit: The Southwest one-quarter (1/4) and the Southwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section twenty-two (22), Township six (6) South, Range Four (4) East.

The route to be taken by said lines of wires, poles, wires, cables and conduits across, over and under said land being more specifically described as follows

Second party may locate one route East of and not more than 300 feet from the center line of the highway on the West side of said land; and locate one route Northernly of and not more than 350 feet from the center line of the Kopka Road, so-called; also conveying the right to erect and maintain lines of poles and wires leading laterally from said routes to the center lines of said highways.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and wires, poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized.

Second party to pay first party for any damage to crops in erecting and maintaining said lines of poles and wires.

WITNESS the hands and seal of the part ies of the first part, this 5th day of November, 1946,

Signed, Sealed and Delivered in Presence of

Harry W. Edwards  
Harry W. Edwards  
A. R. Olmoms  
A. R. Olmoms

Kenneth Kopke (L. S.)  
Kenneth Kopke  
Dorothy Kopke (L. S.)  
Dorothy Kopke  
(L. S.)  
(L. S.)

STATE OF MICHIGAN,  
County of Lenaawee } ss.

On this 5th day of November, 1946, before me, a Notary Public of Jackson County, Michigan, acting in Lenaawee County, personally appeared Kenneth Kopke and Dorothy Kopke,

to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

Andrew R. Olmoms  
Andrew R. Olmoms  
Notary Public, Jackson Co., Mich.

My commission expires February 12, 1950.

#38

RIGHT OF WAY

RECEIVED OF THE GENERAL TELEPHONE COMPANY OF MICHIGAN, A MICHIGAN CORPORATION, WHOSE PRINCIPAL OFFICES ARE LOCATED AT 40 TERRACE STREET, MUSKEGON, MICHIGAN, THE SUM OF ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IN CONSIDERATION OF WHICH I, WE L. POHR AND NAOMI R.

S POHR 4367 PALMER HIGHWAY HUSBAND AND WIFE BRITTON MICH.  
HEREBY GRANT AND CONVEY TO THE SAID COMPANY, ITS SUCCESSORS, ASSIGNS, LESSEES, LICENSEES AND AGENTS AN EASEMENT RIGHT-OF-WAY TO CONSTRUCT, RECONSTRUCT, MAINTAIN, OPERATE AND/OR REMOVE LINES OF COMMUNICATIONS FACILITIES CONSISTING OF CONDUITS, CABLES, AND OTHER FIXTURES AND APPURTENANCES AS THEY FROM TIME TO TIME MAY REQUIRE, WITH THE RIGHT OF INGRESS AND EGRESS UPON THE HEREIN DESCRIBED LANDS FOR THE PURPOSE OF THE RIGHT-OF-WAY GRANTED, UNDER, ACROSS, UPON AND/OR OVER THE LANDS I, WE OWN, OR IN WHICH I, WE HAVE AN INTEREST IN SECTION 22, TOWNSHIP OF RAISIN, T. 6-S, R. HE, COUNTY OF L. LAWAUE, STATE OF MICHIGAN, AND MORE FULLY DESCRIBED AS FOLLOWS:

5 1/2 \* EXCEPT THE S 198 FT OF THE E  
1210 FT CONT. 5.50 ACRES  
SEC 22                      184.50 ACRES

SAID FACILITIES TO BE LOCATED WITHIN THE ONE ROD WIDE EASEMENT DESCRIBED AS FOLLOWS,  
PARALLEL TO RAISIN CENTER HIGHWAY EAST SIDE

IT IS FURTHER AGREED THAT NO PERMANENT STRUCTURE SHALL BE ERECTED WITHIN THIS EASEMENT AND THAT THE GRANTEE HEREIN SHALL HAVE THE RIGHT TO SPRAY, TRIM, AND/OR CUT DOWN ALL TREES AND BRUSH WITHIN THIS EASEMENT.

SAID COMPANY WILL PAY FOR ANY AND ALL DAMAGES CAUSED BY THE CONSTRUCTION OR MAINTENANCE OF SAID TELEPHONE SYSTEM. ALSO \$1.00 PER ROD

THIS GRANT IS HEREBY DECLARED TO BE BINDING UPON THE HEIRS, SUCCESSORS, LESSEES, LICENSEES AND ASSIGNS OF THE PARTIES HERETO.

IN WITNESS WHEREOF, W. B. HAVE HERUNTO SET OUR HAND AND SEAL THIS 17th DAY OF NOV. 1966.

WITNESS.

Hugh Kennedy  
ALISH KENNEDY  
ROY KEMPF  
ROY KEMPF

L. POHR  
LEE W. SPORR  
NAOMI R. SPORR

STATE OF MICHIGAN )  
COUNTY OF L. LAWAUE ss

ON THIS 17th DAY OF NOV. 1966, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC IN AND FOR L. LAWAUE COUNTY AND ACTING IN L. LAWAUE COUNTY, PERSONALLY APPEARED LEE S POHR AND NAOMI R. SPORR TO ME KNOWN TO BE THE PERSONS NAMED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AS VENDOR AND ACKNOWLEDGED THAT they EXECUTED THE SAME AS their FREE ACT AND DEED FOR THE INTENTS AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES MARCH 16, 1969.

Hugh Kennedy  
ALISH KENNEDY  
NOTARY PUBLIC  
DRAFTED BY  
ALISH KENNEDY  
2982 W BOGERT RD  
ADRIAN MICH.

RECORDED 12/1/66 AT 11:35 O'CLOCK A.M.  
MERRICK E. DIBBLE, REGISTER OF DEEDS  
KEMPEL COUNTY, MICHIGAN

M. E. Dibble