

Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by Mahoney Law Office
for November 22, 2022 auction to be conducted by
Schrader Real Estate and Auction Company, Inc. on behalf of
Linda Sendelweck Irrev. Trust dtd 1/19/2022, *et al.*

Auction Tracts 1 - 12 in Pike County, Indiana

Auction Tract Number:	Title Tract Number(s):	Tax Parcel Number(s):
1	4	63-01-16-100-020.000-001
2	1, 2	63-01-16-400-011.000-001 63-01-16-400-012.000-001
3	3, 5, 6	63-01-16-400-015.000-001 63-01-16-400-016.000-001 63-01-16-400-017.000-001
4	Pt. 13	63-01-22-100-011.000-001 63-01-22-400-021.000-001 63-01-22-400-022.000-001
5	Pt. 13	63-01-23-200-001.000-005 63-01-23-200-002.000-005 63-01-23-200-004.000-005 63-01-23-600-003.000-005
6	Pt. 13	63-01-25-600-007.000-005 63-01-19-300-008.000-005
7	12	63-01-14-400-011.000-005
8	11, pt. 8	63-01-13-300-008.000-005 Pt. 63-01-24-200-001.000-005
9	Pt. 8	Pt. 63-01-24-200-001.000-005 63-01-52-300-002.000-005
10	10	63-01-52-300-005.000-005
11	7	63-01-13-500-006.000-005
12 <i>(Minerals Only)</i>	14	63-01-16-300-001.801-005 63-01-16-400-083.800-001 63-01-22-400-080.800-001

Agent Name and Address:

Mahoney Law Office - Agent 0737

822 Main St., P.O. Box 176

Petersburg, IN 47567

Phone 812 354 8121 Fax 812 354 8161 email: brooke@mahoneylawin.com

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TITLE INSURANCE COMMITMENT

Commitment Typed: 10/27/2022 Policy No. 0737 - unknown at this time

1. Commitment Date: 10/10/2022 File: SendelwecketalAuction1022.commit.wpd

SCHEDULE A

2. Policy or Policies to be issued: AMOUNT

(a) 06-17-2006 ALTA Owner's Policy Sunkown
Proposed Insured: potential buyer(s)

(b) 06-17-2006 ALTA Loan Policy Sunkown
Proposed Insured: unknown
Loan Number:

(c) 06-17-2006 Other (Please specify) \$
Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is fee simple:

4. The Title is, at the Commitment Date, vested in: the following:
Sarah Alexander and Steve Sendelweck, Trustees of the Linda Sendelweck Irrevocable Trust dated January 19, 2022- 1/2;
Richard Joe Carey 1/8;
Lisa A. Arbaugh 1/16;
Cindy Wyant nka Cindy Poole 1/32;
Mallory Cornelison 1/32;
Donna Jean Frederick 1/8;
Scott L. Howard 1/32;
Michael E. Howard 1/32;
Lida A. Robinson 1/32;
Jody L. Hoover 1/32

5. The Land referred to in this Commitment is described in Schedule C attached hereto and made a part hereof.

Note: For Information Only

The Land referred to in this Commitment is commonly known as:
farm ground in Madison and Clay Townships, Pike County, IN

Cover Sheet Countersigned at Petersburg, Indiana by Agent Brian K. Mahoney

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B Part I-Requirements; Schedule B Part II-Exceptions and a countersignature by the Company or its issuing agent that may be in electronic form.

REQUIREMENTS

Endorsements to be issued upon request and only with loan policy on a residence: 8.1 Environment, Comprehensive 9:
ALL OF THE FOLLOWING REQUIREMENTS MUST BE MET:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
(Note: Recording fee- deeds \$25, Mtg \$55. The Auditor charges \$30 transfer fee for deeds):
 - i. Warranty Deed and Vendor's Affidavit from the owners vesting fee simple title in potential buyer(s). **NOTE:** Linda Sendelweck heirs at law must quit claim their interest to her trust.
 - ii. Mortgage from potential buyer(s) to their lender securing the loan.
5. Liens and defects intervening between the date hereof and the time of recording of instruments creating interests to be insured must be satisfied or released.
6. Terms and conditions of any unrecorded agreements or leases and tenancy of present occupants must be disclosed to us and a proper settlement of those interests must be satisfactory to us.
7. Payment of all taxes, charges, and assessments levied and/or assessed against the subject premises, which are due and payable.
8. Proof that all natural persons in this transaction are of full age and legally competent.
9. Proof of identification will be required at settlement.
10. Proof that this transaction is not within the Bankruptcy or Insolvency Acts.

NOTE: A judgment search has been performed against all sellers in this transaction, and none were found. Further, no deeds of conveyance of the property have occurred in the last 24 months, EXCEPT Linda Sendelweck did make a deed of part of her ownership to her trust.

**SCHEDULE B - Part II
EXCEPTIONS**

File: SendelwecketalAuction1022.commit.wpd

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1a. Any variation in location and dimensions, conflicts in boundary lines, encroachments, overlaps, easements not of record and any other objections which a survey made in accordance with "Minimum Standard Detail Requirements for Land Title Surveys as adopted by American Land Title Association and National Society of Professional Surveyors" would disclose. THESE DESCRIPTIONS, FOR THE MOST PART, ARE VERY OLD.
- 1b. An Owner's policy issued pursuant hereto will contain under Schedule B the following exceptions:
 - (i) Rights or claims of parties in possession not shown by the public records.
 - (ii) Easements, or claims of easements, not shown by the public records.
 - (iii) Taxes or special assessments which are not shown as existing liens or charges by the public records.
 - (iv) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 1c. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 1d. Acreage, if contained in the legal description or elsewhere in this commitment concerning the subject real estate, is shown solely for the purpose of identifying and describing the insured land and this commitment and the ensuing policy should not be construed as insuring the quantity of land as set forth in said description. THESE DESCRIPTIONS, FOR THE MOST PART, ARE VERY OLD.
- 2. Taxes for 2021, due and payable in 2022, in the name of Sendelweck et al, payable to Pike County Treasurer, Courthouse, 801 Main Street, Petersburg, IN 47567. Phone 812.354.6363.

Assessment:	Homestead Land:	\$
Pt Auction 2	Homestead Imp:	\$
	Non homestead Land:	\$13800
	Non homestead Imp:	\$
	Exemptions:	
	Parcel No.:	63-01-16-400-011.000-001
	Taxing Unit:	Clay Township
	May 10 installment:	\$138.00 paid
	November 10 installment:	\$138.00 paid

Assessment:	Homestead Land:	\$
Pt Auction 2	Homestead Imp:	\$
	Non homestead Land:	\$28500
	Non homestead Imp:	\$
	Exemptions:	
	Parcel No.:	63-01-16-400-012.000-001
	Taxing Unit:	Clay Township
	May 10 installment:	\$285.00 paid
	November 10 installment:	\$285.00 paid

SCHEDULE B - PART II
EXCEPTIONS CONT'D

Assessment:	Homestead Land:	\$
Pt Auction 3	Homestead Imp:	\$
	Non homestead Land:	\$7300
	Non homestead Imp:	\$
	Exemptions:	
	Parcel No.:	63-01-16-400-015.000-001
	Taxing Unit:	Clay Township
	May 10 installment:	\$73.00 paid
	November 10 installment:	\$73.00 paid

Assessment:	Homestead Land:	\$
Pt Auction 3	Homestead Imp:	\$
	Non homestead Land:	\$8200
	Non homestead Imp:	\$
	Exemptions:	
	Parcel No.:	63-01-16-400-016.000-001
	Taxing Unit:	Clay Township
	May 10 installment:	\$82.00 paid
	November 10 installment:	\$82.00 paid

Assessment:	Homestead Land:	\$
Pt Auction 3	Homestead Imp:	\$
	Non homestead Land:	\$17300
	Non homestead Imp:	\$
	Exemptions:	
	Parcel No.:	63-01-16-400-017.000-001
	Taxing Unit:	Clay Township
	May 10 installment:	\$173.00 paid
	November 10 installment:	\$173.00 paid

Assessment:	Homestead Land:	\$
Auction 1	Homestead Imp:	\$
Surf only	Non homestead Land:	\$58500
	Non homestead Imp:	\$
	Exemptions:	
	Parcel No.:	63-01-16-100-020.000-001
	Taxing Unit:	Clay Township
	May 10 installment:	\$585.00 paid
	November 10 installment:	\$585.00 paid

Assessment:	Homestead Land:	\$
Pt Auction 5	Homestead Imp:	\$
	Non homestead Land:	\$600
	Non homestead Imp:	\$
	Exemptions:	
	Parcel No.:	63-01-23-200-001.000-005
	Taxing Unit:	Madison Township
	May 10 installment:	\$6.00 paid
	November 10 installment:	\$6.00 paid

SCHEDULE B - PART II
EXCEPTIONS CONT'D

Assessment:	Homestead Land:	\$
Pt Auction 5	Homestead Imp:	\$
	Non homestead Land:	\$6400
	Non homestead Imp:	\$
	Exemptions:	
	Parcel No.:	63-01-23-200-002.000-005
	Taxing Unit:	Madison Township
	May 10 installment:	\$64.00 paid
	November 10 installment:	\$64.00 paid

Assessment:	Homestead Land:	\$
Pt Auction 5	Homestead Imp:	\$
	Non homestead Land:	\$5300
	Non homestead Imp:	\$
	Exemptions:	
	Parcel No.:	63-01-23-200-004.000-005
	Taxing Unit:	Madison Township
	May 10 installment:	\$53.00 paid
	November 10 installment:	\$53.00 paid

Assessment:	Homestead Land:	\$
Pt Auction 4	Homestead Imp:	\$
	Non homestead Land:	\$11600
	Non homestead Imp:	\$
	Exemptions:	
	Parcel No.:	63-01-22-100-011.000-001
	Taxing Unit:	Clay Township
	May 10 installment:	\$116.00 paid
	November 10 installment:	\$116.00 paid

Assessment:	Homestead Land:	\$
Pt Auction 5	Homestead Imp:	\$
	Non homestead Land:	\$10800
	Non homestead Imp:	\$
	Exemptions:	
	Parcel No.:	63-01-23-600-003.000-005
	Taxing Unit:	Madison Township
	May 10 installment:	\$108.00 paid
	November 10 installment:	\$108.00 paid

Assessment:	Homestead Land:	\$
Pt Auction 4	Homestead Imp:	\$
	Non homestead Land:	\$1400
	Non homestead Imp:	\$
	Exemptions:	
	Parcel No.:	63-01-22-400-021.000-001
	Taxing Unit:	Clay Township
	May 10 installment:	\$14.00 paid
	November 10 installment:	\$14.00 paid

Assessment:	Homestead Land:	\$
Pt Auction 4	Homestead Imp:	\$
	Non homestead Land:	\$6800
	Non homestead Imp:	\$
	Exemptions:	
	Parcel No.:	63-01-22-400-022.000-001
	Taxing Unit:	Clay Township
	May 10 installment:	\$92.62 paid
	November 10 installment:	\$92.62 paid

SCHEDULE B - PART II
EXCEPTIONS CONT'D

Assessment: Homestead Land: \$
Pt Auction 6 Homestead Imp: \$
Non homestead Land: \$46000
Non homestead Imp: \$
Exemptions:
Parcel No.: 63-01-25-600-007.000-005
Taxing Unit: Madison Township
May 10 installment: \$460.00 paid
November 10 installment: \$460.00 paid

Assessment: Homestead Land: \$
Pt Auction 6 Homestead Imp: \$
Non homestead Land: \$13900
Non homestead Imp: \$
Exemptions:
Parcel No.: 63-01-19-300-008.000-005
Taxing Unit: Madison Township
May 10 installment: \$139.00 paid
November 10 installment: \$139.00 paid

Assessment: Homestead Land: \$
Auction 10 Homestead Imp: \$
Non homestead Land: \$17400
Non homestead Imp: \$
Exemptions:
Parcel No.: 63-01-52-300-005.000-005
Taxing Unit: Madison Township
May 10 installment: \$174.00 paid
November 10 installment: \$174.00 paid

Assessment: Homestead Land: \$
Pt Auction 9 Homestead Imp: \$
Non homestead Land: \$1900
Non homestead Imp: \$
Exemptions:
Parcel No.: 63-01-52-300-002.000-005
Taxing Unit: Madison Township
May 10 installment: \$19.00 paid
November 10 installment: \$19.00 paid

Assessment: Homestead Land: \$
Pt Auction 9 Homestead Imp: \$
Pt Auction 8 Non homestead Land: \$42000
Non homestead Imp: \$
Exemptions:
Parcel No.: 63-01-24-200-001.000-005
Taxing Unit: Madison Township
May 10 installment: \$420.00 paid
November 10 installment: \$420.00 paid

Assessment: Homestead Land: \$
Auction 11 Homestead Imp: \$
Non homestead Land: \$45500
Non homestead Imp: \$
Exemptions:
Parcel No.: 63-01-13-500-006.000-005
Taxing Unit: Madison Township
May 10 installment: \$455.00 paid
November 10 installment: \$455.00 paid

SCHEDULE B - PART II
EXCEPTIONS CONT'D

Assessment:	Homestead Land:	\$
Pt Auction 8	Homestead Imp:	\$
	Non homestead Land:	\$19200
	Non homestead Imp:	\$
	Exemptions:	
	Parcel No.:	63-01-13-300-008.000-005
	Taxing Unit:	Madison Township
May 10 installment:		\$192.00 paid
November 10 installment:		\$192.00 paid

Assessment:	Homestead Land:	\$
Auction 7	Homestead Imp:	\$
	Non homestead Land:	\$18500
	Non homestead Imp:	\$
	Exemptions:	
	Parcel No.:	63-01-14-400-011.000-005
	Taxing Unit:	Madison Township
May 10 installment:		\$185.00 paid
November 10 installment:		\$185.00 paid

MINERAL TAXES on 75 acres:

1.20 acres, parcel 63-01-16-300-001.801-005 assessed at \$100, \$2.50 paid for spring, \$2.50 due for fall
 23.80 acres, parcel 63-01-16-400-083.800-001 assessed at \$1400, \$19.07 paid for spring, \$19.07 due for fall
 50 acres, parcel 63-01-22-400-080.800-001 assessed at \$3000, \$40.86 paid for spring, \$40.86 due for fall

Taxes for 2022 due in 2023 now a lien but not yet assessed, and taxes for all subsequent years

3. Oil and Gas Lease to Arthur Fritz, recorded 11/16/1987 in Oil and Gas Lease Record 32 at page 197. Auction 8 , Auction 9 and Auction 10.
4. Roadway Easement to Jerry Fowler off of CR 550 N, recorded 5/24/2001 in Misc. Record 125 at page 115. Auction 4
5. Coal, together with the privileges, mining rights and immunities associated therewith, see Deed Record 199 page 152. Auction tract 1
6. Oil and Gas Lease to Fred McCrary, recorded 12/9/2005 in Oil and Gas Lease Record 40 at page 49. All tracts
7. Oil and Gas Lease to Diversified Operating Corporation recorded 10/2/2006 in Oil and Gas Lease Record 46 at page 10. (Mineral only tract)
8. Right of Way to Western Indiana Energy Rural Electric Membership Corporation, recorded 4/16/2007 in Misc. Record 151 at page 122. Auction 10
9. Oil and Gas Lease to Edgar Carey dated in August 1971 and recorded in Oil and Gas Lease 20 page 173. Ratified 3/1/2011 in Misc. Record 158 at page 603. Auction 4 & 5 and possible others.
- 10: Real estate Tract 9 is not locatable in an auction tract and is not an insured parcel.

Policy No. 0737- #

SCHEDULE "C"

File: SendelwecketalAuction1022.commit.wpd

LEGAL DESCRIPTION

The following described real estate in Pike County, Indiana:

Tract 1: Pt Auction 2

The east half of the northwest quarter of the southeast quarter of section sixteen (16), Township one (1) north, range nine (9) west, containing twenty (20) acres, more or less.

Tract 2: Pt Auction 2

The northeast quarter of the southeast quarter of section sixteen (16), township one (1) north, range nine (9) west, containing forty (40) acres, more or less.

Tract 3: Pt Auction 3

A part of the southeast quarter of the southeast quarter of section sixteen (16), township one (1) north, range nine (9) west, more particularly described as follows, to-wit: Beginning at the northeast corner of said quarter quarter section, township and range, and running south, along and with the section line, five and eighty-five hundredths (5.85) chains; thence west twenty and ninety-two hundredths (20.92) chains; thence north five and eighty-five hundredths (5.85) chains; thence east twenty and ninety-two hundredths (20.92) chains to the point of beginning, containing twelve and twenty-five hundredths (12.25) acres, more or less.

Tract 4: Auction 1

The South half of the Northeast Quarter of Section 16, Township 1 North, Range 9 West, containing 81 acres, more or less. Except all coal reserved by prior owners.

Tract 5: Pt Auction 3

A part of the southwest quarter of the southeast quarter of section sixteen (16), township one (1) north, range nine (9) west, more particularly described as follows, to-wit: Beginning at a point on the west line of said quarter quarter section, township and range, seven and twenty-six hundredths (7.26) chains north of the southwest corner of said quarter quarter section, township and range, and running north twelve and seventy-three hundredths (12.73) chains, more or less, to the northwest corner of said quarter quarter section, township and range; thence east nineteen and eight hundredths (19.08) chains; thence south eleven and eighty-two hundredths (11.82) chains; thence east ninety-two hundredths (.92) chains; thence south ninety-one hundredths (.91) chains; thence west twenty (20) chains to the point of beginning, containing twenty-four and forty-hundredths (24.40) acres, more or less.

Tract 6: Pt Auction 3

A part of the southeast quarter of the southeast quarter of section sixteen (16), township one (1) north, range nine (9) west, more particularly described as follows, to-wit: Beginning at a point on the east line of said quarter quarter section, township and range, at a point eight and sixteen hundredths (8.16) chains north of the southeast corner of said quarter quarter section, township and range, and running west twenty and ninety-two hundredths (20.92) chains; thence north five and ninety-seven hundredths (5.97) chains; thence east twenty and ninety-two hundredths (20.92) chains to a point on the east line of said quarter quarter section, township and range; thence south, along and with the section line, five and ninety-seven hundredths (5.97) chains to the point of beginning, containing twelve and fifty hundredths (12.50) acres, more or less.

Tract 7: Auction 11

Part of the south half of the north half of the east Fractional Section (13), Township (1) North, Range (9) West, in Madison Township, Pike County, Indiana and more particularly described as follows:

Commencing at a 5/8" rebar found 8" below grade (with plastic cap inscribed "Johnson 20000002") marking the southeast corner of the northeast quarter of said section; thence North 00 degrees 24 minutes 26 seconds East [bearings based on State Plane Coordinates Indiana West] along the east line of said quarter section two hundred fifty-eight and six hundredths (258.06) feet to a 5/8" iron pin set 3" below grade (with plastic cap inscribed "Greg Kissel RLS 20700076") marking the INITIAL POINT OF BEGINNING; thence North 89 degrees 15 minutes 07 seconds West two thousand nine hundred sixty-seven and ninety-three hundredths (2967.93) feet to the edge of the White River; thence North 26 degrees 21 minutes 56 seconds East along said edge one hundred sixty-four and one hundredths (164.01) feet; thence North 33 degrees 13 minutes 37 seconds East along said edge sixty-seven and thirty-four hundredths (67.34) feet; thence North 27 degrees 15 minutes 01 seconds East along east edge one hundred twenty-four and twenty-eight hundredths (124.28) feet; thence North 22 degrees 05 minutes 24 seconds East along said edge eighty-two and six hundredths (82.06) feet; thence North 42 degrees 08 minutes 07 seconds East along said edge ninety and seventeen hundredths (90.17) feet; thence North 19 degrees 07 minutes 39 seconds East along said edge one hundred nineteen and seventy hundredths (119.70) feet; thence North 26 degrees 20 minutes 13 seconds East along said edge sixty-eight and two hundredths (68.02) feet; thence North 30 degrees 29 minutes 45 seconds East along said edge one hundred nineteen and fifty-two hundredths (119.52) feet; thence North 51 degrees 13 minutes 15 seconds East along said edge fifty-nine and sixteen hundredths (59.16) feet; thence North 29 degrees 59 minutes 36 seconds East along said edge one hundred seventy-seven and eleven hundredths (177.11) feet; thence North 23 degrees 09 minutes 24 seconds East along said edge one hundred forty-one and eighty-four hundredths (141.84) feet to the north line of the south half of the north half of said section; thence South 89 degrees 28 minutes 31 seconds East along said north line two thousand three hundred ninety-six and ninety-one hundredths (2396.91) feet to a 5/8" rebar found 10" below grade marking the northeast corner of said half half section; thence South 00 degrees 24 minutes 26 seconds West along the east line of said half half section one thousand seventy-one and thirty-nine hundredths (1071.39) feet to the point of beginning. Containing 65.714 acres, more or less.

Tract 8: Pt Auction 8 and Auction 9

Lots Number Four (4) and Five (5) in Section Twenty-four (24), township one (1) north, range nine (9) west, containing eighty-seven (87) acres, more or less.

EXCEPT: Part of the southwest quarter of the northwest quarter of Section Twenty Four (24), Township One (1) North, Range Nine (9) west, also being part of Lots Four (4) and Five(5) of Section Twenty Four (24), Township One (1) North, Range Nine (9) West and part of Location Number Fifty Two (52), Township One (1) North, Range Nine (9) West described by metes and bounds as follows: Beginning at a point in a gravel road said point being twelve (12) chains eleven (11) links south of the north boundary line and sixty two (62) chains and ninety three (93) links west from the Eastern Boundary of said Location Number Fifty Two (52); thence East three hundred eighty (380) feet; thence north two hundred fifty six (256) feet; thence west one hundred sixty six (166) feet; thence north two hundred forty one (241) feet; thence west four hundred nine (409) feet; thence south three hundred thirty seven (337) feet to the center of a gravel road; thence southeasterly with the curve of said gravel road to the point of beginning, containing four and four tenths (4.4) acres, more or less.

ALSO EXCEPT: A portion of the southwest quarter of the northwest quarter and a portion of the northwest quarter of the southwest quarter of Section Twenty-four (24), and a portion of Location Number Fifty-two (52), all in Township One (1) North, Range Nine (9) West, Madison Township, Pike County, Indiana, described as follows: Beginning at the Southwest corner of the northwest quarter of said Section Twenty-four (24); thence north seventy eight and fifty-four hundredths (78.54) feet; thence east four hundred twelve and fifty hundredths (412.50) feet; thence south four hundred twenty-two and forty hundredths (422.40) feet to the center line of County Road 550 North; thence west on and along said center line four hundred twelve and fifty hundredths (412.50) feet; thence north three hundred forty-three and eighty-six hundredths (343.86) feet to the point of beginning. Said Tract contains four (4.00) acres, more or less.

Tract 9: Not locatable, not insured

Six (6) acres off the west end of Twenty (20) acres of land in Location Number Fifty Two (52), Township One (1) north, range nine (9) west, which twenty (20) acres was sold and conveyed by Goodlet Morgan and Emily Morgan, his wife, and William L. Merrick to Emsley Burkhart by deed recorded in Deed Record 2 at page 208 and Deed Record 1 at page 523 of the records in the office of the Recorder of Pike County, Indiana.

Tract 10: Auction 10

Part of Location Number Fifty Two (52), Township One (1) North, Range Nine (9) west and described by metes and bounds as follows, to-wit: Beginning at a stone on the Eastern boundary line of the James Gladish fifty (50) acre tract in said Location which stone is three and eighty six hundredths (3.86) chains south from the North boundary line and sixty seven and forty five hundredths (67.45) chains west from the east boundary line of said Location fifty two (52) and running thence south with the line of the fifty (50) acre tract thirty three and eighty five hundredths (33.85) chains to the middle of the Petersburg and Princeton Road; thence north seventy four (74) degrees east with said road four and seventy hundredths (4.70) chains to a stake; thence north thirty two and fifty six hundredths (32.56) chains to a stake; thence west four and fifty two hundredths (4.52) chains to the place of beginning; EXCEPT one (1) acre off the southwest corner of said tract which is particularly described in a conveyance to Graves M. Mead and recorded in Deed Record 21 at page 293 of the records in the office of the Recorder of Pike County, Indiana, and reference to which said conveyance is made for the purpose of supplying a more particular description of the excepted tract; and containing fourteen (14) acres, more or less, after said exception.

Tract 11: Pt Auction 8

Part of the southwest quarter of Fractional Section (13), Township (1) North, Range (9) West, in Madison Township, Pike County, Indiana and more particularly described as follows: Beginning at a 5/8" rebar set flush (with plastic cap inscribed "Greg Kissel RLS 20700076") marking the southwest corner of said quarter section; thence North 00 degrees 22 minutes 39 seconds West [bearings based on State Plane Coordinates Indiana West] along the west line of said quarter section two hundred eighty-two and eighty-five hundredths (282.85) feet to the edge of the White River; thence North 87 degrees 19 minutes 54 seconds East along said edge sixty-three and ninety-four hundredths (63.94) feet; thence North 87 degrees 06 minutes 57 seconds East along said edge one hundred twenty-seven and seventy-five hundredths (127.75) feet; thence North 76 degrees 20 minutes 20 seconds East along said edge three hundred fourteen and seventy-one hundredths (314.71) feet; thence North 77 degrees 47 minutes 23 seconds East along said edge one hundred twenty-three and sixty seven hundredths (123.67) feet; thence North 71 degrees 32 minutes 30 seconds East along said edge three hundred sixteen and twelve hundredths (316.12) feet; thence North 50 degrees 35 minutes 06 seconds East along said edge one hundred seventy-eight and ninety-six hundredths (178.96) feet; thence North 46 degrees 56 minutes 42 seconds East along said edge one hundred ninety and eighty-six hundredths (190.86) feet; thence North 55 degrees 17 minutes 51 seconds East along said edge two hundred sixty-eight and sixty-nine hundredths (268.69) feet; thence North 44 degrees 05 minutes 52 seconds East along said edge one hundred seventy-one and thirty-two hundredths (171.32) feet; thence North 38 degrees 24 minutes 12 seconds East along said edge one hundred seventy-nine and eighty-nine hundredths (179.89) feet; thence North 33 degrees 28 minutes 19 seconds East along said edge two hundred eighty-eight and sixty-two hundredths (288.62) feet; thence South 00 degrees 08 minutes 29 seconds West one thousand four hundred forty-four and no hundredths (1444.00) feet to a 5/8" rebar set flush (with plastic cap inscribed "Greg Kissel RLS 20700076") on the south line of said quarter section; thence North 88 degrees 25 minutes 31 seconds West along said south line one thousand eight hundred two and no hundredths (1802.00) feet to the point of beginning. Containing 26.697 acres, more or less.▼

Tract 12: Auction 7

Also, part of the southeast quarter of Fractional Section (14), Township (1) North, Range (9) West, in Madison Township, Pike County, Indiana and more particularly described as follows: Beginning at a 5/8" rebar set flush (with plastic cap inscribed "Greg Kissel RLS 20700076") marking the southeast corner of said quarter section; thence North 89 degrees 40 minutes 38 seconds West [bearings based on State Plane Coordinates Indiana West] along the south line of said quarter section two thousand two hundred thirteen and seventy-nine hundredths (2213.79) feet to a 5/8" rebar set flush (with plastic cap inscribed "Greg Kissel RLS 20700076"); thence North 00 degrees 01 minutes 15 seconds East one thousand two hundred twenty and no hundredths (1220.00) feet to the edge of the White River; thence South 47 degrees 23 minutes

33 seconds East along said edge four hundred fifty-two and twenty-six hundredths (452.26) feet; thence South 16 degrees 07 minutes 44 seconds East along said edge eighty-five and nineteen hundredths (85.19) feet; thence South 49 degrees 12 minutes 00 seconds East along said edge two hundred twenty and fifty-seven hundredths (220.57) feet; thence South 53 degrees 04 minutes 34 seconds East along said edge two hundred forty-nine and forty-one hundredths (249.41) feet; thence South 62 degrees 16 minutes 54 seconds East along said edge two hundred seven and ninety-seven hundredths (207.97) feet; thence South 68 degrees 56 minutes 29 seconds East along said edge one hundred ninety-two and eleven hundredths (192.11) feet; thence South 76 degrees 58 minutes 37 seconds East along said edge three hundred seven and fifty hundredths (307.50) feet; thence South 82 degrees 35 minutes 57 seconds East along said edge three hundred twenty-eight and twenty-nine hundredths (328.29) feet; thence South 87 degrees 54 minutes 38 seconds East along said edge one hundred fifty-one and sixteen hundredths (151.16) feet; thence North 87 degrees 37 minutes 41 seconds East along said edge two hundred six and twelve hundredths (206.12) feet; thence North 87 degrees 19 minutes 54 seconds East along said edge one hundred forty three and eighteen hundredths (143.18) feet to the east line of said quarter section; thence South 00 degrees 22 minutes 39 seconds East along said east line two hundred eighty-two and eighty-five hundredths (282.85) feet to the point of beginning. Containing 25.845 acres, more or less. ▼

Tract 13: First 3 Auction 4, Second 3 Auction 5, Last 2 Auction 6

The Southeast quarter of the Northeast Quarter of Section Twenty-two (22), Township One (1) North, Range Nine (9) West, containing 40 acres.

ALSO, a part of the Southeast Fractional Section Twenty-two (22), Township One (1) North, Range Nine (9) West, and more particularly described as follows, to-wit: Beginning at a stone at the southeast corner of the Southwest Quarter of the Northeast quarter of Section Twenty-two (22), Township One (1) North, Range Nine (9) West, and running thence East on the Half Mile Line running East and West through said Section Twenty-two (22) a distance of 56 rods 16 feet to a stone on the Northwest line of Location Fifteen (15), Township One (1) North, Range Nine (9) West; thence running in a Southwesterly direction along the center of a gigway on said Northwest line of said Location Fifteen (15) to a point from which a line running in a Northwesterly direction to the point of beginning herein described will enclose 6 acres; thence in a Northwesterly direction to said point of beginning a distance of about 36 rods 20 feet, more or less, containing 6 acres.

ALSO, One and Eight Tenths (1.80) acres in the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section Twenty-two (22), Township One (1) North, Range Nine (9) West, said tract being a triangle shape and being bounded on the East by the township line and on the Northerly by the Quarter Section Line between the Northeast Quarter of the Southeast Quarter of said Section Twenty-two (22), Township One (1) North, Range Nine (9) West.

ALSO, the Northwest part of the West Half of the West Half of Section Twenty-three (23), Township One (1) North, Range Nine (9) West, being the two (2) acres off the west end of a twenty-six (26) acre tract owned by Sherman Kime, in Fractional Section Twenty-three (23), Township One (1) North, Range Nine (9) West, it being the same land conveyed by Sherman Kime and Elizabeth Kime, his wife, to William O. Selby. See deed in Deed Record 24, page 357, of the Deed Records of Pike County, Indiana; and

ALSO, Commencing at the northeast corner of the West Half of the Northeast Quarter of the Northwest Quarter of Section Twenty-three (23), Township One (1) North, Range Nine (9) West, and thence running west one hundred thirteen (113) rods thirteen and one-half (13½) feet; thence south fifty-two (52) rods; thence east seventy-three (73) rods thirteen and one-half (13½) feet; thence south twenty-eight (28) rods; thence east forty (40) rods; thence north eighty (80) rods to the place of beginning, containing forty-four (44) acres; and

ALSO, part of the west half of the west half of the northwest quarter of Section Twenty-three (23), Township One (1) North, Range Nine (9) West, containing thirty (30) acres, more or less; and

ALSO, The Northwest part of Location No. Twenty-five (25) in Section Twenty-three (23), township one (1) north, range nine (9) west, and described by metes and bounds as follows: Beginning at the west corner of said location number twenty-five (25), running thence north fifty-one and one-half (51½) degrees east twenty-five and sixty-two hundredths (25.62)

chains to the north corner of said Location; thence south thirty-eight and one-half ($38\frac{1}{2}$) degrees east fourteen and fifty-five hundredths (14.55) chains to a stake; thence South fifty-one and one-half ($51\frac{1}{2}$) degrees west twenty-five and sixty-two hundredths (25.62) chains to a stake; thence north thirty-eight and one-half ($38\frac{1}{2}$) degrees west fourteen and fifty-five hundredths (14.55) chains to the place of beginning, containing thirty-seven and twenty-eight hundredths (37.28) acres, more or less; and

ALSO, a part of Locations nineteen (19) and twenty-five (25) in Section Twenty-three (23), Township one (1) North, Range Nine (9) West, described by metes and bounds as follows: Beginning at a stake on the southwest boundary line of Location No. Nineteen (19), thirty-three and ninety-eight hundred (33.98) chains north thirty-eight and one-half ($38\frac{1}{2}$) degrees west from the south corner of said location, running thence north thirty-eight and one-half ($38\frac{1}{2}$) degrees west eleven and seventy-one hundredths (11.71) chains to a stake; thence north fifty-one and one-half ($51\frac{1}{2}$) degrees east twenty-five and sixty-two hundredths (25.62) chains to a stake; thence south thirty-eight and one-half ($38\frac{1}{2}$) degrees east eleven and seventy-one hundredth (11.71) chains to a stake; thence south fifty-one and one-half ($51\frac{1}{2}$) degrees west twenty-five and seventy-one hundredths (25.71) chains to the place of beginning, containing thirty (30) acres.

Tract 14: Minerals Only

All right, title and interest in the oil, gas, coal and other minerals in and to the following described real estate:

Fifty (50) acres known and described as Survey Number 15 in Township one (1) North, Range Nine (9) West.

ALSO, Twenty five (25) acres off of the Northwest end of Survey No. 16, Township One (1) North, Range Nine (9) West, being part of the lands of which a patent was issued to James Shawhan dated October 27, 1865, and said James Shawhan and his wife sold and conveyed said land to James A. Lownsdale on March 14, 1873, and recorded in Deed Record 1, page 312, and said James A. Lownsdale and wife sold and conveyed said land to Alexander L. Stewart and John To. Stewart, April 11, 1890.

OIL AND GAS LEASE
Producers 88 Rev. 8

Evansville Lithograph Company
3112 E. Walnut Street
Evansville, Indiana 47714
(812) 477-0506

THIS AGREEMENT made this 16 th day of November 19 87 between
June Richardson & Glen Richardson, Julia Carey and Edger L. Carey,
husband and wife husband and wife
Box 105 R.R. #2
Ottwell, IN 47564 Petersburg, IN 47567

herein called lessor (whether one or more), and Arthur Fritz, 9615 Old State Rd., Evansville, IN lessee.
Ten and OVC Dollars 10.00

1. Lessor, in consideration of the sum of Ten and OVC Dollars (\$ 10.00) to him paid in hand, receipt of which is hereby acknowledged, and of the royalties herein provided and of the agreement of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, oil gases, and their respective constituent products, including gas, vapors, other fluids, and air into subsurface strata, laying pipe lines, shafts, wells, buildings, tanks, pumps, power stations, telephone lines, and other structures and things therein to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases, and their respective constituent products and other products manufactured therefrom, together with the right of ingress and egress thereon or to other land under lease to lessee, the following described land in Pike County, Indiana to-wit:

See exhibit "A" attached to and made a part of this lease.

and containing 133.5 acres, more or less. It is intended hereby to include herein all lands and interest therein contiguous to or pertinent to the above described land and owned or claimed by lessor. For the purpose of making any payment based on acreage, said land and its constituent parcels shall be deemed to contain the acreage above stated whether they actually contain more or less. This lease shall cover all the interest in said land now owned by or hereafter vested in lessor, even though greater than the undivided interest (if any) described above.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of Six Months from this date (called "primary term") and as long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products, or any of them is produced from said land or land with which said land is pooled; provided, however, that for as long as production from said land or land with which said land is pooled continues in full force and effect only as to the subsurface strata or strata into which such injections are being made, together with such surface privileges as may be necessary or desirable to continue such injections.

3. The royalties to be paid by lessee are: (a) on oil, and on other liquid hydrocarbons saved or the well, one-eighth of that produced and saved from said land, same to be delivered at the well or to the credit of lessor to the pipe line to which the well may be connected; lessor's interest in either case shall bear its proportion of any amount for hauling oil to make it marketable at grade; (b) on gas, including casinghead gas and all gaseous substances, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value of the month of the well or one-eighth of the gas so sold or used, provided that on gas sold at the well the royalty shall be one-eighth of the amount realized from such sale; and (c) if at any time while there is no gas well or wells on the above land (and for the purposes of this clause (c) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) such well or wells are shut in, and if this lease is not continued in force by some other provision hereof, then it shall nevertheless continue in force for a period of ninety (90) days from the date such well or wells are shut in, and before the expiration of any such ninety day (90-day) period, lessee or any assignee hereunder may pay or tender an advance annual royalty payment of Fifty Dollars (\$50.00) for each such well, and if such payment or tender is made, this lease shall continue in force and it shall be considered that gas is being produced from the leased premises in covering royalties within the meaning of paragraph 2 hereof for one (1) year from the date such payment is made, and in like manner subsequent advance annual royalty payments may be made or tendered and this lease shall continue in force and it will be considered that gas is being produced from the leased premises in paying quantities within the meaning of said paragraph 2 during any annual period for which such royalty payment is so paid or tendered; such advance royalty payment may be paid or tendered in the same manner as provided herein for the payment or tender of delay rentals; royalty accruing to the owners thereof on any production from the leased premises during any annual period for which advance royalty is paid may be credited against such advance payment.

4. Lessee is hereby granted the right to pool or unitize this lease, the land covered by it, or any part thereof, with any other land, lease or leases or parts thereof, for the production of oil, liquid hydrocarbons and all gases and their respective constituent products, or any of them. No unit for the production of oil shall embrace more than forty (40) acres, except in cases where it may be necessary or convenient to combine a unit to survey subdivisions, such unit may contain not to exceed forty-five (45) acres; provided, however, that if any Federal or State law, Executive order, rule or regulation shall prescribe a smaller acreage for the development of the field or acreage producing allowable in acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such situation or allowable. Lessee shall assume in writing on instrument identifying and describing the pooled acreage. Such units may be delineated either before or after the completion of wells. Drilling operations and production on any part of the pooled acreage shall be treated as if such drilling operations were lease or such production was from the land described in this lease, whether the well or wells be located on the land covered by this lease or not. The entire acreage pooled into a 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. In lieu of the royalties herein provided, 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 on an acreage basis bears to the total acreage so pooled in the particular unit involved.

5. If, prior to discovery of oil, liquid hydrocarbon gas or their respective constituent products, or any of them, on said land or on land pooled therewith, lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, liquid hydrocarbon gas or their respective constituent products, or any of them, the production therefrom should cease for any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter. If, at the expiration of the primary term, oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, is not being produced on said land or land pooled therewith but lessee is then engaged in operations for drilling, mining, or reworking of any well or wells thereon, this lease shall remain in force as long as such operations or said additional operations are commenced and prosecuted (whether on the same or successive wells) with an expenditure of more than sixty (60) consecutive days, and, if they result in production, so long thereafter as oil, liquid hydrocarbon gas or their respective constituent products, or any of them, is produced from said land or land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred feet (200 ft.) of and adjoining the leased premises, lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the lessee, when not fraudulently exercised, in carrying out the purposes of this lease shall be conclusive.

6. Lessee shall have free use of oil, gas and water from said land, except water from lessor's wells and tanks, for all operations hereunder, including reworking, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any one time or from time to time to remove oil property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth. Lessee shall pay for damages caused by its operations to crops or on said land. No well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said land for steam and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

7. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change or division in ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require the satisfaction of separately recording bonds. No such change or assignment in the ownership of the land or royalties shall be binding upon lessor for any purpose until such person acquiring any interest has furnished lessee with the instrument or instruments, or certified copies thereof, conveying his chain of title from the original lease. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, release and discharge lessee of any obligations hereunder, and, if assignment of part or parts hereof shall fail to comply with any provision of the lease, such default shall not affect this lease in so far as it covers the part of said lands retained by lessee or another assignee.

8. When drilling or other operations are delayed or interrupted as a result of any cause whatsoever beyond the control of lessee, the time of such delay or interruption shall not be counted against lessee. Lessee shall not be held liable in damages for failure to comply with any express or implied covenant of this lease if compliance is prevented by, or if such failure is the result of any State, Federal, or Municipal law, ordinance, Executive order, rule or regulation.

9. Lessor hereby warrants and agrees to defend the title to said land, and agrees that lessee, at its option, may discharge any tax, mortgage, or other lien upon said land, and in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply proceeds and royalties accruing hereunder toward satisfying same. Without impairment of lessee's rights under the warranty in the event of failure of title, it is agreed that, if lessor owns an interest in the oil and gas and its minerals underlying said land less than the entire fee simple estate, then the royalties and proceeds to be paid lessor shall be reduced proportionately. This lease shall be binding upon all who acquire it, and they shall be considered lessors, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease.

10. The undersigned lessors, for themselves and their heirs, executors, and assigns, hereby surrender, release and waive all right of dower and homestead in the premises herein described, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made or granted hereon.

WITNESS WHEREOF, on this day and year first above written.

X June Richardson (SEAL)
June Richardson

X Glen Richardson (SEAL)
Glen Richardson

(SEAL)

(SEAL)

(SEAL)

X Julia Carey (SEAL)
Julia Carey

X Edger L. Carey (SEAL)
Edger L. Carey

(SEAL)

(SEAL)

(SEAL) 1987

STATE OF Indiana
County of Pike

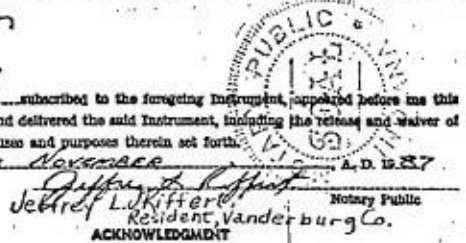
ACKNOWLEDGMENT

I, Jeffrey L. Ruffert a Notary Public in and for the County of Vanderburg and residing therein in the State aforesaid, Do Hereby Certify, That

June Richardson and Ellen Richardson
Edgar T. Carey and Julia Carey

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 they 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 16th day of November, A. D. 1937
My Commission expires October 17, 1939



STATE OF _____
County of _____

ACKNOWLEDGMENT

I, _____ a Notary Public in and for the County of _____ and residing therein 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 _____, A. D. 19____
My Commission expires _____
Notary Public

STATE OF _____
County of _____

ACKNOWLEDGMENT

I, _____ a Notary Public in and for the County of _____ and residing therein 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 _____, A. D. 19____
My Commission expires _____
Notary Public

STATE OF _____
County of _____

ACKNOWLEDGMENT OF CORPORATION

I, _____ a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that _____ personally known to me to be the _____ President of the _____ and _____ personally known to me to be the _____ Secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged their signing, sealing and delivering the said instrument as the free and voluntary act of said Corporation, and caused the seal of said Corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

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

This instrument was prepared by: Delwin A. Parker, 7083 Remondale, Vermillion, La.

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No. _____

OIL AND GAS LEASE

FROM _____ TO _____

Date _____ 19____

Section _____ Township _____ Range _____

Number of Acres _____

County _____

State Ind.

STATE OF Indiana

County of Pike

I hereby certify that this instrument was filed for record in my office at 9:35 o'clock A. M. November, 1937 and is duly recorded in book 32, page 271800

Recorder, Annita L. Neff

Fees, \$ 8.50 Dk only _____

When recorded return to: _____

32/197

EXHIBIT "A"

Attached to that certain oil and gas lease dated 16th of November, 1987 between Edger L. Carey, Julia G. Carey, June Richardson, and Glen Richardson as Lessors and Arthur Fritz, 9615 Old State Road, Evansville, IN 47711 as Lessee.

The following described land in Pike County, Indiana to wit:

the Southwest Quarter of the Southwest Quarter of Section 13, Township One North Range Nine West, bounded on the north by the south bank of the White River containing 34.9 Acres more or less.

also,

Lots Number Four (4) and Five (5) in Section Twenty Four (24), Township One (1) North, Range Nine (9) West, 87 acres more or less.

Also, Six (6) acres off the West end of Twenty (20) acres of land in Location Number Fifty Two (52), Township One (1) North, Range Nine (9) West, which Twenty (20) acres was sold and conveyed by Goodlet Morgan and Emily Morgan, His Wife, and recorded in Deed Record 2 at page 208 and in Deed Record 1 at page 523 of the records in the Office of the Recorder of Pike County, Indiana.

Also, Part of Location Fifty Two (52), Township One (1) North, Range Nine (9) West and described by metes and bounds as follows, to-wit: Beginning at a stone on the Eastern boundary line of the James Gladdish fifty (50) acre tract in said Location which stone is three and eighty six hundredths (3.86) chains South from the North boundary line and sixty seven and forty five hundredths (67.45) chains West from the East boundary line of said Location fifty Two (52) and running Thence South with line of the fifty (50) acre tract thirty three and eighty five hundredths (33.85) chains to the middle of the Petersburg and Princeton Road; thence North seventy four (74) degrees East with said Road four and seventy hundredths (4.70) chains to a stake; thence North thirty two and fifty six hundredths (32.56) chains to a stake; thence West four and fifty two hundredths (4.52) chains to the of beginning; Except one (1) acre off the Southwest corner of said tract which is particularly described in a conveyance to Graves M. Mead and recorded in Deed Record 21 at page 293 of the records in the Office of the Recorder of Pike County, Indiana and reference to which said conveyance is made for the purpose of supplying a more particular description of the excepted tract; and containing 14 acres, more or less, after said exception.

ALSO EXCEPT, Part of the Southwest Quarter of the Northwest Quarter of Section Twenty Four (24), Township One (1) North Range Nine (9) West, also being part of Lots Four (4) and Five (5) of Section Twenty-Four (24), Township One (1) North Range Nine (9) West described by metes and bounds as follows: Beginning at a point in a gravel road said point being twelve (12) chains eleven (11) links South of the North boundary line and sixty two (62) chains and ninety three (93) links West from the Eastern boundary of said Location Number Fifty Two (52); thence East three hundred eighty (380) feet; thence North two hundred fifty six (256) feet; thence West one hundred sixty six (166) feet; thence North two hundred forty one (241) feet; thence West four hundred hundred nine (409) feet; thence South three hundred thirty seven (337) feet to the center of a gravel road; thence Southeasterly with the curve of said gravel road to the point of beginning, containing 4.4 acres more or less.

Continued on the next page.

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EXHIBIT "A" * Contined

Also except,

Part of Location Fifty-two and part of the South West Quarter of the North West Quarter of Section Twenty four, all in Town One North, Range Nine West, Described by metes and bounds as follows, to-wit: Beginning at the quarter section corner between Section Twenty three and twenty four, Township One North, Range Nine West, thence South Seven and 16/100 rods; thence East Twenty-five rods; thence North Twenty-five and 3/5 rods; thence West Twenty-five rods; thence South Eighteen and 44/100 rods to the place of beginning, containg four (4) acres. (The above being the same land conveyed by Charles J. Gladish and Mary E. Gladish, His Wife, to Richard L. Gladdish by Warranty Deed dated January 15, 1906, and recorded in Deed Record 35, at page 288, in the Office of the Recorder of pike County, Indiana.) Containing after 133.5 acres, more or less

Signed for identification:

Edgar C. Carey

X. Helen Richardson

Julia Carey

X. June Richardson

EASEMENT FOR PRIVATE ROAD

THIS INDENTURE WITNESSETH that, MABEL JULIA CAREY, of Pike County, State of Indiana, acting herein by and through RICHARD JOE CAREY, of Pike County, State of Indiana, her Attorney-in-Fact, duly appointed and acting pursuant to a Power of Attorney dated the 17th day of October, 1995 and recorded the 23rd day of April, 1997 in Miscellaneous Record 111 at pages 33 through 36 in the Office of the Recorder of Pike County, Indiana, LINDA SENDELWECK, of Floyd County, State of Indiana, individually, and JUNE RICHARDSON, of Pike County, State of Indiana, acting herein by and through LINDA SENDELWECK, of Floyd County, State of Indiana, her Attorney-in-Fact, duly appointed and acting pursuant to a Power of Attorney dated the 20th day of July, 1995 and recorded in the Office of the Recorder of Pike County, Indiana on the 25th day of April, 2001 in Miscellaneous Record 125 at pages 1 through 4, Grant, Release and Quit-Claim to JERRY FOWLER, of Pike County, State of Indiana, an easement for a private road and right-of-way over and across an existing road as now located which road runs in a northerly direction off of County Road 550 North through and across the Southeast Quarter of the Northeast Quarter of Section 22, Township 1 North, Range 9 West in Pike County, Indiana. (Deed Record 158, pages 33-37).

This easement shall be a covenant running with the land.

Said roadway easement is for the benefit of lands presently owned by the Grantee herein, JERRY FOWLER, lying north of the above described quarter quarter section, which lands are described as the Northeast Quarter of the Northeast Quarter of Section 22, Township 1 North, Range 9 West and the Southwest Quarter of the Southeast Quarter of Section 15, Township 1 North, Range 9 West in Pike County, Indiana.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 8th day of May, 2001.

Mabel Julia Carey

By: Richard Joe Carey
Richard Joe Carey, Attorney-in-Fact

RECEIVED FOR RECORD

Instr. No. 01-1197
This 24th day of MAY
A.D. 2001 at 11:40 o'clock AM
and recorded in Record 125
at page 115-117
Tanya Wallis
Recorder Pike County
Recorder's Fee 14.00

115

June Richardson

By: Linda Sendelweck
Linda Sendelweck, Attorney-in-Fact

Linda Sendelweck
Linda Sendelweck

STATE OF INDIANA)
) SS:
COUNTY OF PIKE)

Before me, the undersigned, a Notary Public in and for said County and State this
8th day of May, 2001, came MABEL JULIA CAREY, acting by and
through RICHARD JOE CAREY, her Attorney-in-Fact, and acknowledged the execution of the
foregoing instrument.

Witness my hand and official seal.

My Commission Expires:

1-25-08

Elizabeth Weyer
Notary Public

Elizabeth Weyer
Printed Name
Residing in Dubin's Co., IN

STATE OF INDIANA)
) SS:
COUNTY OF Pike)

Before me, the undersigned, a Notary Public in and for said County and State this
8th day of May, 2001, came JUNE RICHARDSON, acting by and through
LINDA SENDELWECK, her Attorney-in-Fact, and acknowledged the execution of the foregoing
instrument.

Witness my hand and official seal.

My Commission Expires:

1-25-08

Elizabeth Weyer
Notary Public

Elizabeth Weyer
Printed Name
Residing in Dubin's Co., IN

RECEIVED FOR RECORD

Instr. No. 05-9
This 3 day of January
A.D. 2005 at 2:45 clock PM
and recorded in Record 199
at page 152-153
Jan. 10 2005
Recorder Pike County
Recorder's Fee 16.00

SPECIAL CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH, that Prosperity Mine, LLC, an Indiana limited liability company, 20 N.W. Fourth Street, Evansville, Indiana 47708, ("Grantor") hereby **CONVEYS and WARRANTS** to June Richardson (1/4 interest plus life estate in 1/4 interest) and Linda R. Sendelweck (remainder in 1/4 interest); Richard J. Carey (1/8 interest); Mary A. Wyant (1/8 interest); Donna J. Frederick (1/8 interest); Lida A. Robinson (1/32 interest); Michael E. Howard (1/32 interest); Jody L. Hoover (1/32 interest); and Scott L. Howard (1/32 interest) ("Grantees") for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **SUBJECT TO THE RESERVATIONS AND LIMITATIONS HEREINAFTER SET FORTH**, the following land in Pike County, State of Indiana, to-wit:

The South half of the Northeast Quarter of Section 16, Township 1 North, Range 9 West, containing 81 acres, more or less.

EXCEPTING 3/16 interest heretofore reserved and reserving to Grantor and Grantor's successors and assign 13/16 interest in and to the coal underlying said land together with the right to mine the coal by an underground mining method; ALSO RESERVING the right to enter upon the surface of the Land from time to time with tools, equipment and machinery for the purpose of drilling, taking core samples, surveying, mapping and performing environmental research, all without liability, except for the destruction of growing crops and field improvement such as drainage tile and fences; ALSO RESERVING the right to utilize underground facilities including, but not limited to, tunnels, entries, passageways, rooms, haulage ways, pumping stations, pipelines, conveyors, storage facilities and drains, all with respect to the mining of the coal and with respect to the mining of other coal on other lands within a six (6) mile radius of the premises. The rights reserved herein shall continue after coal mining operations on the premises have ceased and so long thereafter as mining continues on any other lands within the 6-mile radius of the premises.

Subject to all coal leases, easements, restrictions and limitations of record

Grantee shall pay the taxes for 2004, payable in May and November 2005 and all taxes and assessments thereafter.

Grantor warrants that the premises is conveyed free from liens and averse claims created by, through or under Grantor and not otherwise.

The undersigned person executing this deed on behalf of Grantor represents and certifies that he is a duly elected officer of Grantor and has been fully empowered by proper resolution of the Board of Directors of Grantor to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate hereby conveyed, and that all necessary action for the making of such conveyance has been taken and done.

Feb 9, 2007. For correction of description in lease to Fred D. McCrary, see Oil and Gas Record 47, pages 93-99. Jim Edinger, R.P.C.

#05-3131

Received this 9th day of Dec, 2005 at 9:40 Clock AM and recorded in record page 49-8. Jim Edinger Recorder of Pike County. Fee 21⁰⁰

Producer's 88 (7/05)

OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 9th day of September, 2005, between Helen June Richardson, a/k/a June Richardson by Linda Sendeckweck, attorney-in-fact, Linda Sendeckweck, individually, Richard Joe Carey, Mary Ann Wyant, Donna Jean Frederick, Scott L. Howard, Michael E. Howard, Linda A. Robinson, and Jody L. Hoover as Lessor (whether one or more), and Fred D. McCrary, 4295 West County Road 350 North, Petersburg, IN 47567 as Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (see Exhibit "A" for long description):

See Exhibit A for brief Legal Description(s)

in the County of PIKE, State of INDIANA, containing 562.71 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purposes of exploring for, developing, producing, gathering, processing, treating, transporting, storing, compressing and marketing oil and gas, along with all hydrocarbons, helium, carbon dioxide, other commercial gases and non-hydrocarbon substances produced in association therewith. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. Lessor waives and surrenders all rights of dower and homestead insofar as any rights may affect the purposes of this lease. For the purpose of determining the amount of any rentals and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease shall be in force for a primary term of (a) one (1) year from the date hereof with respect to all zones and formations and (b) ten (10) years from the date hereof with respect to zones and formations below the base of what is commonly known in the area as the Warsaw/Iarodsborg zone or formation; and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. **Rental Payment.** If on or before the first anniversary date hereof operations for the drilling of a well for oil or gas or other substances covered hereby have not been commenced on the leased premises or lands pooled therewith, or if there is no production in paying quantities from the leased premises or lands pooled therewith, then subject to Paragraph 5 this lease shall terminate as to both parties unless Lessee on or before that date pays or tenders to Lessor or

or at Lessor's address, being c/o Richard Joe Carey, P. O. Box 95, Petersburg, IN 47567 or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land, the following amounts as rental covering the privilege of deferring the commencement of operations for the drilling of a well for a period of twelve months from said anniversary date: (a) the amount of \$2.00 per acre for the first rental payment, (b) the amount of \$3.00 per acre for the second rental payment, (c) the amount of \$4.00 per acre for the third rental payment, and (d) the amount of \$5.00 per acre for each subsequent rental payment. In like manner and upon payments or tenders of the amount determined in accordance with the preceding sentence, the commencement of operations for the drilling of a well may be further deferred for one or more twelve-month periods during the primary term of this lease. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the rental due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept rental payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payments. If on or before any rental due date Lessee in good faith makes an erroneous rental payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper rental payment for the period involved and this lease shall continue in effect as though such rental payment had been properly made, provided that proper rental payment shall be made within 30 days after receipt by Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any rental at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all person then or thereafter claiming any part of such rental.

4. **Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, dehydrating, treating, gathering, storing, transporting, processing or otherwise marketing or making marketable such gas or other substances, provided that in any event Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if during or after the primary term one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is

EXHIBIT "A"

<u>Brief Legal</u>		<u>Parcel #</u>
PT SH NHE	Frac. Sec. 13-1N-9W 67.44ac	0050021900
PT	Loc. 52, Sec. 24-1N-9W 14ac	0050002804
S SI SW	Frac. Sec. 13-1N-9W 34.97ac	0050002803
Pt Lots 4&5	Sec. 24-1N-9W 75.10ac	0050002802
PT	Loc. 25-1N-9W 50.28ac	0050002700
PT	Loc. 19, Fr. Sec. 23-1N-9W 16.57ac	0050002701
N PT WH WH	Sec. 23-1N-9W 2.00ac	0050002709
EH NW SE	Sec. 16-1N-9W 20.00ac	0010021001
NE SE	Sec. 16-1N-9W 40.00ac	0010021000
PT SW SE	Sec. 16-1N-9W 11.65ac	0010004700
PT SH SE	Sec. 16-1N-9W 12.50ac	0010003800
PT SH SE	Sec. 16-1N-9W 25.25ac	0010004701
S/2 NE	Sec. 16-1N-9W 81.00ac	0010002017
PT SE	Frac. Sec. 22-1N-9W 6ac	0010004803
SE NE	Frac. Sec. 22-1N-9W 40ac	0010004800
NE COR NE SE	Frac. Sec. 22-1N-9W 1.80ac	0010004801
PT	Loc. 52, Sec. 24-1N-9W 6ac	0050002801
PT WH SE	Frac. Sec. 14-1N-9W 15ac	0050002707
PT WH SE	Frac. Sec. 14-1N-9W 7ac	0050002706
PT SE SE	Frac. Sec. 14-1N-9W 31.40ac	0050002705
EH EH W SI WH SE	Frac. Sec. 14-1N-9W 4.75ac	0050002900

O&G

40/49

Addendum A

Attached to and made a part of Oil and Gas Lease dated 24th Sept, 2006 (the "Lease")
between Helen June Richardson a/k/a June Richardson, by Linda Sendelweck, attorney-in-fact, Linda
Sendelweck, Individually, Richard Joe Carey, Mary Ann Wyant, Donna Jean Frederick, Scott L. Howard, Michael
E. Howard, Lida A. Robinson, and Jody L. Hoover and Fred D. McCrary

The Lease is hereby amended as follows:

- (1) Lessee agrees that lessee shall not test or produce oil or gas from the No. 5 seam of coal. Lessee agrees that lessee shall not test or produce oil or gas from the No. 5 seam of coal or from any formation 50 feet above or 50 feet below the No. 5 seam of coal;
- (2) The payment of delay rentals as provided for in Lease paragraph 3 shall extend the primary term only of the zones and formation below the base of the Warsaw/Harrodsburg zone;
- (3) Nonpayment of delay rentals for two consecutive years shall terminate the lease;
- (4) The term "prescribed or permitted by any governmental authority" wherever used in paragraph 6 of the lease is amended by deleting the words "or permitted" so that the term shall read "prescribed by any governmental authority";
- (5) Respecting unit plans or agreements as provided for in the last sentence of paragraph 6 of the lease, unless a formula for the allocation of production is mandated by a regulatory authority such allocation shall be subject to the consent of lessor, which consent shall not be unreasonably withheld or delayed;
- (6) Notwithstanding the provisions of paragraph 10 of the lease, lessee's uncompensated surface occupancy rights shall be limited to the leased premises and for operations conducted for the benefit of the leased premises or a pooled area which includes a portion of the lease premises. The exercise of such rights on any other land owned by lessor or for the benefit of other lands shall be justly compensated and subject to consent, which consent shall not be unreasonably withheld or delayed;
- (7) Lessee may only invoke the provisions of paragraph 11 upon written notice to lessor specifying the cause and the estimated period of delay, which period shall not in any event exceed two years. No such delay shall relieve lessee from the duty to pay any rentals or shut-in royalties otherwise payable under the lease;
- (8) Paragraph 12 of the lease is hereby amended to delete the second sentence in its entirety and to limit the first sentence to breaches or defaults other than failure to make timely payment of production royalties; provided, however, that the first sentence shall apply to breaches or defaults related to incorrect calculation or disputed portions of production royalties. Unless otherwise agreed to in writing by lessor, production royalties shall be paid on or before the 25th day (or if such day is a holiday or weekend, the next business day) of a calendar month for production sold during the preceding calendar month;
- (9) For the purposes of the lease term (lease paragraph 2) production from above the base of the Warsaw/Harrodsburg zone shall not be deemed to keep the lease in effect as to formations below and production from formations below the zone shall not be deemed to hold the lease in effect as to the zone or formations above the zone except for such ancillary purposes as water disposal.

RAC
88

MAW
S.L.H
J.H.W
MEH
HAR

[Handwritten signature]

40/49

June 8, 2007 For Assignment of Interests in Oil and Gas Leases and Bill of Sale from Fred D. McCrary, individually and for FD McCrary Operator, Inc.; Patsy Z. McCrary individually; and Fred D. McCrary and Patsy Z. McCrary, husband and Wife as Assignors to Diversified Operating Corporation, Terry J. Cammon, President, See Miscellaneous Record 152, pages 85-100.

Jan Edgington RPC

9-13-07- In Pooling Declaration Carey Richardson unit see misc Rec 153 pg 226-243.

Jan Edgington RPC

11-05-2007-For Partial Assignment of Overriding Royalty from Fred D. McCrary, individually, F.D. McCrary Operator, Inc., Patsy Z. McCrary, individually, and Fred D. McCrary and Patsy Z. McCrary, husband and wife, to Global GeoData, LLC, J. Bruce Branson & Patricia A. Branson as tenants by the entirety with right of survivorship, Konamoki Exploration, LLC, Badger Exploration, LLC see Misc. Rec 154 pgs 147-165.

Jan Edgington RPC

2-20 2009-For Assignment of Oil & Gas Mineral Interests and Bill of Sale from Diversified Operating Corporation, Terry J. Cammon, President, to Terry J. Cammon and Palace Exploration Company, Richard D. Siegal, President see Miscr Rec. 155 page 746-758.

Jan Edgington RPC

6-27-2011 For Assignment, Bill of Sale, and Partial Release, see Misc. Book 159, Page 307-352

Jody Hoover R.P.C.

12/19/2012: ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
SEE BK 162 PG 710 JODY HOOVER RPC

4/29/2013: ASSIGNMENT AND CONVEYANCE
SEE BK 163 PG 276 - JODY HOOVER RPC

0 + 6 / 40 / pg 49 cont.

#07-417 21
 Received this 9th day of Feb 2007
 at 11:00 clock AM and recorded in record 417
 page 93-99
 Recorder of Pike County. Fee 24.00

CORRECTION OF DESCRIPTION IN LEASE

WHEREAS, we the undersigned, as lessors, did under the date of the 24th day of September, 2005 make and execute unto Fred D. McCrory as lessee, our certain oil and gas lease, recorded in Oil and Gas Lease Record 40 at page 49 (at pages 49-56) covering certain lands owned by us, situated in Pike County, Indiana, and described in said lease as follows, to-wit:

PT SH NH E	FRAC. SECTION 13-1N-9W	67.44AC	050021900
PT	LOC. 52, SECTION 24-1N-9W	14.00AC	050002804
S SI SW	FRAC. SECTION 13-1N-9W	34.97AC	050002803
PT LOTS 4 & 5	SECTION 24-1N-9W	75.10AC	050002802
PT	LOC. 25-1N-9W	50.28AC	050002700
PT	LOC. 19, FRAC SEC. 23-1N-9W	16.57AC	050002701
N PT WH WH	SECTION 23-1-9W	2.00AC	050002709
EH NW SE	SECTION 16-1N-9W	20.00AC	010021001
NE SE	SECTION 16-1N-9W	40.00 AC	010021000
PT SW SE	SECTION 16-1N-9W	11.65AC	010004700
PT SH SE	SECTION 16-1N-9W	12.50AC	010003800
PT SH SE	SECTION 16-1N-9W	25.25AC	010004701
S/2 NE	SECTION 16-1N-9W	81.00AC	010002017
PT SE	FRAC. SEC. 22-1N-9W	6.00 AC	010004803
SE NE	FRAC. SEC. 22-1N-9W	40.00AC	010004800
NE COR NE SE	FRAC. SEC. 22-1N-9W	1.80AC	010004801
PT	LOC. 52, SECTION 24-1N-9W	6.00AC	050002801
PT WH SE	FRAC. SEC. 14-1N-9W	15.00AC	050002707
PT WH SE	FRAC. SEC. 14-1N-9W	7.00AC	050002706
PT SE SE	FRAC. SEC. 14-1N-9W	31.40AC	050002705
EH EH W SI WH SE	FRAC. SEC 14-1N-9W	4.75AC	050002900

AND WHEREAS, said description is incomplete and indefinite, and the lands intended to be covered by said lease are more accurately described as follows, to wit:

The Southeast Quarter of the Northeast Quarter of Section Twenty-two (22), Township One (1) North, Range Nine (9) West, containing 40 acres.

A part of the Southeast Fractional Section Twenty-two (22), Township One (1) North, Range nine (9) West, and more particularly described as follows, to-wit: Beginning at a stone at the southeast corner of the Southwest Quarter of the Northeast Quarter of Section Twenty-two (22), Township One (1) North, Range Nine (9) West, and running thence east on the half-mile line running east and west through said Section Twenty-two (22) a distance of 56 rods 16 feet to a stone on the northwest line of Location Fifteen (15), Township One (1) North, Range Nine (9) West; thence running in a southwesterly direction along the center of a gigway on said northwest line of said Location Fifteen (15) to a point from which a line running in a northwesterly direction to the point of beginning herein described will enclose 6 acres; thence in a northwesterly direction to said point of beginning a distance of about 36 rods 20 feet, more or less, containing 6 acres.

One and eight tenths (1.8) acres in the northeast corner of the Northeast Quarter of the Southeast Quarter of Section 22, Township 1 North, Range 9 West, being a triangle bounded as follows: (a) on the east by the township line; (b) on the north by the quarter section line; (c) on the southwest by the northwest line of Survey 15, Township 1 North, Range 9 West.

The East Half of the Northwest Quarter of the Southeast Quarter of Section Sixteen (16), Township One (1) North, Range Nine (9) West, containing twenty (20) acres, more or less; and

ALSO, the Northeast Quarter of the Southeast Quarter of Section Sixteen (16), Township One (1) North, Range Nine (9) West, containing forty (40) acres.

A part of the Southwest Quarter of the Southeast Quarter of Section Sixteen (16), Township One (1) North, Range Nine (9) west, more particularly described as follows, to-wit: Beginning at a point on the west line of said quarter quarter section, township and range, seven and twenty-six hundredths (7.26) chains north of the southwest corner of said quarter quarter section, township and range, and running north twelve and seventy-three hundredths (12.73) chains, more or less, to the northwest corner of said quarter quarter section, township and range; thence east nineteen and eight hundredths (19.08) chains; thence south eleven and eighty-two hundredths (11.82) chains; thence east ninety-two hundredths (.92) chains; thence south ninety-one hundredths (.91) chains; thence west twenty (20) chains to the point of beginning, containing twenty-four and forty hundredths (24.40) acres, more or less.

A part of the Southeast Quarter of the Southeast Quarter of Section Sixteen (16), Township One (1) North, Range Nine (9) West, more particularly described as follows, to-wit: Beginning at a point on the east line of said quarter quarter section, township and range, at a point eight and sixteen hundredths (8.16) chains north of the southeast corner of said quarter quarter section, township and range, and running west twenty and ninety-two hundredths (20.92) chains; thence north five and ninety-seven hundredths (5.97) chains; thence east twenty and ninety-two hundredths (20.92) chains to a point on the east line of said quarter quarter section, township and range; thence south, along and with the section line, five and ninety-seven

hundredths (5.97) chains to the point of beginning, containing twelve and fifty-hundredths (12.50) acres, more or less.

A part of the Southeast Quarter of the Southeast Quarter of Section Sixteen (16), Township One (1) North, Range Nine (9) West, more particularly described as follows, to-wit: Beginning at the northeast corner of said quarter quarter section, township and range, and running south, along and with the section line, five and eighty-five hundredths (5.85) chains; thence west twenty and ninety-two hundredths (20.92) chains; thence north five and eighty-five hundredths (5.85) chains; thence east twenty and ninety-two hundredths (20.92) chains to the point of beginning, containing twelve and twenty-five hundredths (12.25) acres, more or less.

Lots Number Four (4) and Five (5) in Section Twenty-four (24), Township One (1) North, Range Nine (9) West, containing eighty-seven (87) acres, more or less.

Six (6) acres off the west end of twenty (20) acres of land in Location Number Fifty-two (52), Township One (1) North, Range Nine (9) West, which twenty (20) acres was sold and conveyed by Goodlet Morgan and Emily Morgan, his wife, and William L. Merrick to Emsley Burkhart by deed recorded in Deed Record 2 at page 208 and in Deed Record 1 at page 523 of the records in the office of the Recorder of Pike County, Indiana.

Part of Location Number Fifty-two (52), Township One (1) North, Range Nine (9) West, and described by metes and bounds as follows, to-wit: Beginning at a stone on the eastern boundary line of the James Gladish fifty (50)-acre tract in said location which stone is three and eighty-six hundredths (3.86) chains south from the north boundary line and sixty-seven and forty-five hundredths (67.45) chains west from the east boundary line of said Location Fifty-two (52) and running thence south with the line of the fifty (50)-acre tract thirty-three and eighty-five hundredths (33.85) chains to the middle of the Petersburg and Princeton Road; thence north seventy-four (74) degrees east with said road four and seventy hundredths (4.70) chains to a stake; thence north thirty-two and fifty-six hundredths (32.56) chains to a stake; thence west four and fifty-two hundredths (4.52) chains to the place of beginning; EXCEPT one (1) acre off the southwest corner of said tract which is particularly described in a conveyance to Graves M. Mead and recorded in Deed Record 21 at page 293 of the records in the office of the Recorder of Pike County, Indiana, and reference to which said conveyance is made for the purpose of supplying a more particular description of the excepted tract; and containing fourteen (14) acres, more or less, after said exception.

ALSO EXCEPT part of the Southwest Quarter of the Northwest Quarter of Section Twenty-four (24), Township One (1) North, Range Nine (9) West, also being part of Lots Four (4) and Five (5) of Section Twenty-Four (24), Township One (1) North, Range Nine (9) West, and part of Location Number Fifty-two (52), Township One (1) North, Range Nine (9) West, described by metes and bounds as follows: Beginning at a point in a gravel road, said point being twelve (12) chains eleven (11) links south of the north boundary line and sixty-two (62) chains and ninety-three (93) links west from the eastern boundary of said Location Number Fifty-Two (52); thence east three hundred eighty (380) feet; thence north two hundred fifty-six (256) feet; thence west one hundred sixty-six (166) feet; thence north two hundred forty-one (241) feet; thence west four hundred nine (409) feet; thence south three hundred thirty-seven (337) feet to the center of a gravel road; thence southeasterly with the curve of said gravel road to the point of beginning, containing four and four tenths (4.4) acres, more or less.

ALSO EXCEPT a portion of the Southwest Quarter of the Northwest Quarter and a portion of the Northwest Quarter of the Southwest Quarter of Section Twenty-four (24), and a portion of Location Number Fifty-two (52), all in Township One (1) North, Range nine (9) West, Madison Township, Pike County, Indiana, described as follows: Beginning at the southwest corner of the Northwest Quarter of said Section Twenty-four (24); thence north seventy-eight and fifty-four hundredths (78.54) feet; thence east four hundred twelve and fifty hundredths (412.50) feet; thence south four hundred twenty-two and forty hundredths (422.40) feet to the center line of County Road 550 North; thence west on and along said center line four hundred twelve and fifty hundredths (412.50) feet; thence north three hundred forty-three and eighty-six hundredths (343.86) feet to the point of beginning. Said tract contains four (4.00) acres, more or less.

A part of Fractional Section Thirteen (13), Township One (1) North, Range Nine (9) West, more particularly described as follows, to-wit: Beginning at the southwest corner of said Fractional Section, Township and Range, and running east eighteen hundred two (1802) feet; thence north fifteen hundred ninety-six (1596) feet to White River; thence in a southwesterly direction with the meanderings of said White River to the west line of said Fractional Section; thence south along and with the section line to the place of beginning, containing thirty-four and ninety-seven hundredths (34.97) acres, more or less.

The northwest part of the West Half of the West Half of Section Twenty-three (23), Township One (1) North, Range Nine (9) West, being the west two (2) acres of the north twenty-six (26) acres of said half half section, the same land conveyed by Sherman Kime and Elizabeth Kime, his wife, to William O. Selby, Deed Record 24, page 357, office of the Recorder of Pike County, Indiana.

The northwest part of Location No. Twenty-five (25) in Section Twenty-three (23), Township One (1) North, Range Nine (9) West, and described by metes and bounds as follows: Beginning at the west corner of said Location Number Twenty-five (25), running thence north fifty-one and one-half (51 1/2) degrees east twenty-five and sixty-two hundredths (25.62) chains to the north corner of said location; thence south thirty-eight and one-half (38 1/2) degrees east fourteen and fifty-five hundredths (14.55) chains to a stake; thence south fifty-one and one-half (51 1/2) degrees west twenty-five and sixty-two hundredths (25.62)

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47/93-2

chains to a stake; thence north thirty-eight and one-half ($38 \frac{1}{2}$) degrees west fourteen and fifty-five hundredths (14.55) chains to the place of beginning, containing thirty-seven and twenty-eight (37.28) acres, more or less.

A part of Locations Nineteen (19) and Twenty-five (25) in Section Twenty-three (23), Township One (1) North, Range Nine (9) West, described by metes and bounds as follows: Beginning at a stake on the southwest boundary line of Location No. Nineteen (19), thirty-three and ninety-eight hundredths (33.98) chains north thirty-eight and one-half ($38 \frac{1}{2}$) degrees west from the south corner of said location, running thence north thirty-eight and one-half ($38 \frac{1}{2}$) degrees west eleven and seventy-one hundredths (11.71) chains to a stake; thence north fifty-one and one-half ($51 \frac{1}{2}$) degrees east twenty-five and sixty-two hundredths (25.62) chains to a stake; thence south thirty-eight and one-half ($38 \frac{1}{2}$) degrees east eleven and seventy-one hundredths (11.71) chains to a stake; thence south fifty-one and one-half ($51 \frac{1}{2}$) degrees west twenty-five and seventy-one hundredths (25.71) chains to the place of beginning, containing thirty (30) acres.

Lot No. Eight (8) West Fractional Section Fourteen (14), Township One (1) North, Range Nine (9) West, containing 31.40 acres, more or less.

Five (5) acres off the South end of the following described tract of land. Being a part of the East part of the West half of the Southeast Quarter of Section Fourteen (14), Township One (1) North, Range Nine (9) West, and described by metes and bounds as follows: Beginning at a stone at the Southeast corner of the West Half of the Southwest Quarter of said section, running thence West 6.11 chains; thence North 19.20 chains to White River; thence up White River south 69 degrees East 3.22 chains; thence up river south 76 degrees East 3.21 chains; thence South 17.35 chains to the place of beginning.

Commencing at the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 14, Township 1 North, Range 9 West, running thence West 24 rods; thence South $26 \frac{2}{3}$ rd rods; thence East 24 rods; thence North $26 \frac{2}{3}$ rd rods to the place of beginning, containing 4 acres, more or less.

Part of the Southwest Quarter of the Southeast Quarter of Section 14, Township 1 North, Range 9 West, described as follows: Beginning 40 rods south of the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 14, Township 1 North, Range 9 West, thence West 24 rods; thence North $13 \frac{1}{3}$ rd rods; thence east 24 rods; thence South $13 \frac{1}{3}$ rd rods to the place of the beginning, containing 2 acres, more or less.

Part of the West half of the Southeast Quarter of the South Fractional Section 14, Township 1 North, Range 9 West, described as follows: Beginning at a stake 6.11 chains west from the Southeast corner of the said West half of the Southeast Quarter of Section 14, running thence West 2.83 chains to a stake; then North 20.18 chains to White River; thence up river south 69 degrees east 3.03 chains; thence south 19.20 chains to the place of beginning, containing 5.50 acres.

Part of the West half of the Southeast Quarter of Fractional Section 14, Township 1 North, Range 9 West, and more particularly described as follows: to-wit: Commencing 8.24 chains west of the Southeast Quarter of the west half of the Southeast Quarter of Section 14, and thence running west 2.85 chains; thence North $21 \frac{2}{5}$ chains to White River; thence up river north 69 degrees East 3 chains; thence South 20.18 chains to the place of beginning, containing 5 acres, more or less.

East half of the East half of 19.25 acres off the west side of the West half of the Southeast Quarter of fractional Section Fourteen (14), Township One (1) North, Range Nine (9) West, containing 4.75 acres, more or less.

South Half of the North Half of the East Fractional Section Thirteen (13), Township One (1) North, Range Nine (9) West, (except 16.86 acres off the South side of the above tract owned by Henry Hawkins) containing 67.44 acres.

The South half of the Northeast Quarter of Section 16, Township 1 North, Range 9 West, containing 81 acres, more or less.

And containing 569.14 acres, more or less.

In said County and State:

NOW, THEREFORE, in consideration of the premises, and for the purpose of making the said lease more definite and certain in respect to the identity of the lands intended to be covered thereby, we do hereby declare that it was and is our intention to lease for oil and gas purposes the identical tract of land last above described; and we hereby amend said lease in respect to the description of the lands included therein, as aforesaid, and ratify and adopt the same as so amended.

WITNESS our hands and seals this 3rd day of February, A.D. 2007

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47/93-3

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OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of September, 2006 by and between, June Richardson by Linda Sendelweck attorney-in-fact, and Linda R. Sendelweck, individually, Richard J. Carey, Mary A. Wyant, Darrell W. Frederick and Donna J. Frederick (Life Estate), Darrell W. Frederick and Donna J. Frederick CO-TRUSTEES of the Darrell W. Frederick and Donna J. Frederick Revocable Living Trust dated the 13th day of June 2005 (Remaindermen), Mary A. Wyant, Lida A. Robinson, Michael E. Howard, Jody L. Hoover and Scott L. Howard whose post office address is, c/o Richard J. Carey, P. O. Box 95, Petersburg, IN 47567, hereinafter called Lessor (whether one or more) and Diversified Operating Corporation whose post office address is 15000 W 6th Avenue, Suite 102, Golden, Colorado 80401, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and More Dollars cash in hand paid, the receipt of which is hereby acknowledged, and 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, 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 and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save, and take care of said products, all that certain tract of land situated in the County of Pike, State of Indiana, described as follows, to-wit:

Fifty acres known and described as Survey Number 15 in Township 1 North, Range 9 West, containing 50 acres, more or less.

Also, Twenty-five acres off of the northwest end of Survey No. 16, Township 1 North, Range 9 West, being part of the lands of which a patent was issued to James Shawhan dated October 27, 1865, and said James Shawhan and his wife sold and conveyed said land to James A. Lownsdale on March 14, 1873, and recorded in Deed Record 1, page 312, and said James A. Lownsdale and wife sold and conveyed said land to Alexander L. Stewart and John T. Stewart April 11, 1890, containing 25 acres, more or less.

Situated in the County of Pike and State of Indiana.

AND CONTAINING 75 acres, more or less

Received this 2 day of Oct 2006
 at 9:25 o'clock AM and recorded in Record 10-13
 page 10-13 J. Edgington
 Recorder of Pike County, Fee 172

#06-2591

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil and gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion and abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety days (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. 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 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 monthly, 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.

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, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

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

7. Lessee shall bury Lessee's pipeline(s) below plow depth.

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

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

10. 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.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the

Diversified Operating Corporation Lease Addendum

This Addendum is attached to and made a part of that certain oil and gas lease dated September 1, 2006 by and between June Richardson by Linda Sendelweck, attorney-in-fact, and Linda R. Sendelweck, individually, Richard J. Carey, Mary A. Wyant, Darrell W. Frederick and Donna J. Frederick (Life Estate), Darrell W. Frederick and Donna J. Frederick, CO-TRUSTEES of the Darrell W. Frederick and Donna J. Frederick Revocable Living Trust dated the 13th day of June, 2005 (Remaindermen), Mary A. Wyant, Lida A. Robinson, Michael E. Howard, Jody L. Hoover, and Scott L. Howard as Lessor and Diversified Operating Corporation as Lessee.

Wherever said lease and this addendum shall conflict, the language and amendments contained in this addendum shall prevail.

1. This lease shall cover only oil and gas in form or state, along with any hydrocarbons or non-hydrocarbon produced therewith, through a well bore(s). This lease specifically excludes hard minerals such as coal, clay, fireclay, lignite, limestone, and sulfur but not coal bed methane gas. Lessee shall not, however, test or produce oil or gas from any zone above the base of the No. 5 seam of coal.
2. There shall be good faith consultation between the Lessor and Lessee, as to the location of any wells, roads, pipelines, easements or right-of-ways on or across the surface of the lands covered by this Lease.
3. Lessee agrees that it will comply with all regulations, rules and statutes of all governmental entities having jurisdiction over compliance with environmental legislation including but not limited to the administration of WRP and CRP programs in which Lessor may, from time to time, be enrolled as well as any similar programs offered or administered by the Department of Agriculture through the Farm Service Administration.
4. Lessee shall pay \$2,000.00 damages per well site. A well site shall be approximately 350 feet by 350 feet. Compensation shall be paid directly to the surface owner or tenant farmer if applicable. Lessee shall be responsible for and shall pay Lessor for any and all damages to Lessor's tile(s) which damages may be caused by or result from the operations of Lessee hereunder. Lessor agrees to provide Lessee with tile map(s), if any, and will instruct Lessee as to the approximate known location of tile prior to commencement of operations. It is agreed between Lessor and Lessee that all pipeline(s) shall be buried approximately 36 inches below ground level.
5. Lessee further agrees to pay Lessor or make needed repairs for any and all actual damages to trees, fences, buildings, tile lines, drainage ditches, springs, water wells, livestock and to the surface, other than drill site and access, of Lessor's property incurred as a direct result of operations in addition to the Two Thousand (\$2,000.00) per well location fee.
6. In the event any activity carried on by Lessee pursuant to the terms of this lease damages, disturbs, or injures any fresh water well or source located on these leased premises, in either quality and quantity, Lessee shall at its sole cost and expense use its best efforts to correct any such damage, disturbance or injury. Lessee must know the location of fresh water wells and the well's production rates and water analysis, prior to commencing operations.
7. Lessor will receive its 1/8 share of gross proceeds at the well. Lessee has the right to use leasehold gas, oil, and produced water for leasehold use and operations. Gross proceeds will include reasonable deductions for transportation, gathering, compression, and treating of natural gas for pipeline sales. In the event Lessee, its successors or assigns is unable to obtain a direct market at the wellhead for natural gas produced under the terms of the subject lease, Lessee, its successor or assigns shall have the right to construct all necessary gas lines, processing and conditioning facilities and compression facilities in order to obtain a market for natural gas produced under the terms of this lease. In this event, Lessee, its successors or assigns shall be able to deduct an amount for such services and facilities as would be customary for an unaffiliated third party to charge for gathering, transportation, compression, and connections to end users or gas transportation customers. The provisions of this paragraph notwithstanding, Lessor's share of production and the proceeds of sale thereof shall be subject to its pro-rata share of any taxes thereon assessed by a governmental entity, and Lessee is authorized to withhold and pay over the same to such governmental entity.
8. 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 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 thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said rights of dower and homestead may in any way affect the purposes for which this lease is made and recited herein.
9. Lessor will not be responsible nor liable for any losses, actions, claims liability, damages, and expenses as a result of any lawsuits by any parties as a result of Lessee's drilling or operations involving the surface or drilling operations of any kind, or any action which may arise in connection with any damage to any person or legal entity caused or contributed to by Lessee.
10. Lessee agrees to remove all above ground equipment within six months after the termination of this lease or operations, weather permitting.

4/6/10

—RIGHT-OF-WAY AGREEMENT

THIS RIGHT-OF-WAY AGREEMENT, made and entered into this 16 day of April, 2007, by and between Carey + Richardson Farm Richard J. Carey, Grantor, and WESTERN INDIANA ENERGY RURAL ELECTRIC MEMBERSHIP CORPORATION (WIN Energy), an Indiana corporation, Grantee, whose principal business office is located at P.O. Box 577, Vincennes, IN 47591-0577.

WITNESSETH:

1. That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor grants and conveys to Grantee, its successors and assigns, the perpetual right, privilege, and easement over, under, through, upon, and across the property herein described, for the purpose of transmitting and distributing electric power by one or more circuits; for its own telephone, television, and other communication purposes; for lighting purposes; and for the attachment of the wires and facilities of any other public service company, including, but not limited to, the right:

(a) To lay, construct, operate, and maintain one or more lines of underground conduits and cables, including, without limitation, one or more lighting supports and fixtures as Grantee may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, connection boxes, ground connections, meters, attachments, equipment accessories, and appurtenances desirable in connection therewith; the width of said easement shall extend fifteen (15) feet in width across the lands of the Grantor; and,

(b) To construct, operate, and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections, one or more lighting supports, and lighting fixtures as Grantee may from time to time determine equipment, accessories, and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said easement shall extend thirty (30) feet in width across the lands of the Grantor.

2. The easement granted shall extend across the lands of the Grantor situated in Pike County, Indiana, being the property conveyed to the Grantor by deed of Deal of Distribution, dated Dec 22, 2003, and recorded in the Office of the Recorder of the County of Pike, Indiana in Deed Book 192, page 178; and being more particularly described in Exhibit "A", which is attached hereto and made a part hereof as though fully set out herein.

3. All facilities constructed hereunder shall remain the property of the Grantee. Grantee shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement and make such changes, alterations, substitutions, additions to, or extensions of its facilities as Grantee may from time to time deem advisable.

#07-985
Received this 16th day of April, 2007
at P.O. Box 577 and recorded in Book 157
page 122-129 Joyce Edgington
Recorder of Pike County, Fee 26.00

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10. Grantor covenants that he is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights, and privileges; and that Grantor shall execute such further assurances thereof as may be reasonably required.

WITNESS the following signature and seal:

Richard J. Carey (SEAL)
(Owner)

(Owner)

(Owner)

(Owner)

* I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.*

NAME: Richard J. Carey

FILED

APR 16 2007

State of Indiana
County of PIKE SS:

Before me the undersigned, a Notary Public for PIKE County, State of Indiana, personally appeared Richard J. Carey, and acknowledged the execution of this instrument this 16th day of April, 2007.



Angela J. Wajtowicz
Notary Public
My Commission Expires: 11-06-2013

State of Indiana
County of _____ SS:

Before me the undersigned, a Notary Public for _____ County, State of Indiana, personally appeared _____, and acknowledged the execution of this instrument this _____ day of _____, _____.

(SEAL)

Notary
My Commission Expires: _____

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12-13-05 - for Supplemental Deed of Distribution
see Deed Record 208 pg 245. Tom Edgington RR

RECEIVED FOR RECORD

Instr. No. 03-3444
This 22 day of December
A.D. 2005 at 12 o'clock
and recorded in Record 172
at page 181
Recorder Pike County
Recorder's Fee 2.00

DEED OF DISTRIBUTION

RICHARD JOE CAREY, as Personal Representative of the estate of MABEL JULIA CAREY, deceased, which estate is pending in the Pike County Circuit Court, under Cause Number 63C01-0301-EU-00006, by virtue of his power and authority granted to a Personal Representative under the Indiana Code proceeding under Unsupervised Administration, hereby distributes to RICHARD JOE CAREY, MARY ANN WYANT and DONNA JEAN FREDERICK, each an undivided one-eighth (1/8) interest, and SCOTT L. HOWARD, MICHAEL E. HOWARD, LIDA A. ROBINSON and JODY L. HOOVER, each an undivided one-thirty second (1/32) interest in and to the following described Real Estate located in Pike County, Indiana, to-wit:

Fifty (50) acres known and described as Survey Number 15 in Township one (1) North, Range Nine (9) West.

ALSO, Twenty five (25) acres off of the Northwest end of Survey No. 16, Township One (1) North, Range Nine (9) West, being part of the lands of which a patent was issued to James Shawhan dated October 27, 1865, and said James Shawhan and his wife sold and conveyed said land to James A. Lowndale on March 14, 1873, and recorded in Deed Record 1, page 312, and said James A. Lowndale and wife sold and conveyed said land to Alexander L. Stewart and John T. Stewart, April 11, 1890.

ALSO, the Southeast quarter of the Northeast Quarter of Section Twenty-two (22), Township One (1) North, Range Nine (9) West, containing 40 acres.

ALSO, a part of the Southeast Fractional Section Twenty-two (22), Township One (1) North, Range Nine (9) West, and more particularly described as follows, to-wit: Beginning at a stone at the southeast corner of the Southwest Quarter of the Northeast quarter of Section Twenty-two (22), Township One (1) North, Range Nine (9) West, and running thence East on the Half Mile Line running East and West through said Section Twenty-two (22) a distance of 56 rods 16 feet to a stone on the Northwest line of Location Fifteen (15), Township One (1) North, Range Nine (9) West; thence running in a Southwesterly direction along the center of a pigway on said Northwest line of said Location Fifteen (15) to a point from which a line running in a Northwesterly direction to the point of beginning herein described will enclose 6 acres; thence in a Northwesterly direction to said point of beginning a distance of about 36 rods 20 feet, more or less, containing 6 acres.

ALSO, One and Eight Tenths (1.80) acres in the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section Twenty-two (22), Township One (1) North, Range Nine (9) West, said tract being a triangle shape and being bounded on the East by the township line and on the Northernly by the Quarter Section Line between the Northeast Quarter of the Southeast Quarter of said Section Twenty-two (22), Township One (1) North, Range Nine (9) West.

ALSO, the east half of the northwest quarter of the southeast quarter of section sixteen (16), Township one (1) north, range nine (9) west, containing twenty (20) acres, more or less; and

ALSO, the northeast quarter of the southeast quarter of section sixteen (16), township one (1) north, range nine (9) west, containing forty (40) acres, more or less.

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ALSO, a part of the southwest quarter of the southeast quarter of section sixteen (16), township one (1) north, range nine (9) west, more particularly described as follows, to-wit: Beginning at a point on the west line of said quarter quarter section, township and range, seven and twenty-six hundredths (7.26) chains north of the southwest corner of said quarter quarter section, township and range, and running north twelve and seventy-three hundredths (12.73) chains, more or less, to the northwest corner of said quarter quarter section, township and range; thence east nineteen and eight hundredths (19.08) chains; thence south eleven and eighty-two hundredths (11.82) chains; thence east ninety-two hundredths (.92) chains; thence south ninety-one hundredths (.91) chains; thence west twenty (20) chains to the point of beginning, containing twenty-four and forty-hundredths (24.40) acres, more or less; and

ALSO, a part of the southeast quarter of the southeast quarter of section sixteen (16), township one (1) north, range nine (9) west, more particularly described as follows, to-wit: Beginning at a point on the east line of said quarter quarter section, township and range, at a point eight and sixteen hundredths (8.16) chains north of the southeast corner of said quarter quarter section, township and range, and running west twenty and ninety-two hundredths (20.92) chains; thence north five and ninety-seven hundredths (5.97) chains; thence east twenty and ninety-two hundredths (20.92) chains to a point on the east line of said quarter quarter section, township and range; thence south, along and with the section line, five and ninety-seven hundredths (5.97) chains to the point of beginning, containing twelve and fifty hundredths (12.50) acres, more or less.

ALSO, a part of the southeast quarter of the southeast quarter of section sixteen (16), township one (1) north, range nine (9) west, more particularly described as follows, to-wit: Beginning at the northeast corner of said quarter quarter section, township and range, and running south, along and with the section line, five and eighty-five hundredths (5.85) chains; thence west twenty and ninety-two hundredths (20.92) chains; thence north five and eighty-five hundredths (5.85) chains; thence east twenty and ninety-two hundredths (20.92) chains to the point of beginning, containing twelve and twenty-five hundredths (12.25) acres, more or less.

ALSO, the Northwest part of the West Half of the West Half of Section Twenty-three (23), Township One (1) North, Range Nine (9) West, being the two (2) acres off the west end of a twenty-six (26) acre tract owned by Sherman Kime, in Fractional Section Twenty-three (23), Township One (1) North, Range Nine (9) West, it being the same land conveyed by Sherman Kime and Elizabeth Kime, his wife, to William O. Selby. See Deed in Deed Record 24, page 357, of the Deed Records of Pike County, Indiana, and

ALSO, Commencing at the northeast corner of the West Half of the Northeast Quarter of the Northwest Quarter of Section Twenty-three (23), Township One (1) North, Range Nine (9) West, and thence running west one hundred thirteen (113) rods thirteen and one-half (13½) feet; thence south fifty-two (52) rods; thence east seventy-three (73) rods thirteen and one-half (13½) feet; thence south twenty-eight (28) rods; thence east forty (40) rods, thence north eighty (80) rods to the place of beginning, containing forty-four (44) acres; and

ALSO, part of the west half of the west half of the northwest quarter of Section Twenty-three (23), Township One (1) North, Range Nine (9) West, containing thirty (30) acres, more or less; and

ALSO, The Northwest part of Location No. Twenty-five (25) in Section Twenty-three (23), township one (1) north, range nine (9) west, and described by metes and bounds as follows: Beginning at the west corner of said location number twenty-five (25), running thence north fifty-one and one-half (51½) degrees east twenty-five and sixty-two hundredths (25.62) chains to the north corner of said Location; thence south thirty-eight and one-half (38½) degrees east fourteen and fifty-five hundredths (14.55) chains to a stake; thence South fifty-one and one-half (51½) degrees west twenty-five and sixty-two hundredths (25.62) chains to a stake; thence north thirty-eight and one-half (38½) degrees west fourteen and fifty-five hundredths (14.55) chains to the place of beginning, containing thirty-seven and twenty-eight hundredths (37.28) acres, more or less; and

ALSO, a part of Locations nineteen (19) and twenty-five (25) in Section Twenty-three (23), Township one (1) North, Range Nine (9) West, described by metes and bounds as follows: Beginning at a stake on the southwest boundary line of Location No. Nineteen (19), thirty-three and ninety-eight hundred (33.98) chains north thirty-eight and one-half (38½) degrees west from the south corner of said location, running thence north thirty-eight and one-half (38½) degrees west eleven and seventy-one

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hundredths (11.71) chains to a stake; thence north fifty-one and one-half (51½) degrees east twenty-five and sixty-two hundredths (25.62) chains to a stake; thence south thirty-eight and one-half (38½) degrees east eleven and seventy-one hundredth (11.71) chains to a stake; thence south fifty-one and one-half (51½) degrees west twenty-five and seventy-one hundredths (25.71) chains to the place of beginning, containing thirty (30) acres.

ALSO, Lots Number Four (4) and Five (5) in Section Twenty-four (24), township one (1) north, range nine (9) west, containing eighty-seven (87) acres, more or less; and

ALSO, six (6) acres off the west end of Twenty (20) acres of land in Location Number Fifty Two (52), Township One (1) north, range nine (9) west, which twenty (20) acres was sold and conveyed by Goodlet Morgan and Emily Morgan, his wife, and William L. Merrick to Emmsley Burkhardt by deed recorded in Deed Record 2 at page 208 and Deed Record 1 at page 523 of the records in the office of the Recorder of Pike County, Indiana; and

ALSO, part of Location Number Fifty Two (52), Township One (1) North, Range Nine (9) west and described by metes and bounds as follows, to-wit: Beginning at a stone on the Eastern boundary line of the James Gladish fifty (50) acre tract in said Location which stone is three and eighty six hundredths (3.86) chains south from the North boundary line and sixty seven and forty five hundredths (67.45) chains west from the east boundary line of said Location fifty two (52) and running thence south with the line of the fifty (50) acre tract thirty three and eighty five hundredths (33.85) chains to the middle of the Petersburg and Princeton Road; thence north seventy four (74) degrees east with said road four and seventy hundredths (4.70) chains to a stake; thence north thirty two and fifty six hundredths (32.56) chains to a stake; thence west four and fifty two hundredths (4.52) chains to the place of beginning; EXCEPT one (1) acre off the southwest corner of said tract which is particularly described in a conveyance to Graves M. Mead and recorded in Deed Record 21 at page 293 of the records in the office of the Recorder of Pike County, Indiana, and reference to which said conveyance is made for the purpose of supplying a more particular description of the excepted tract; and containing fourteen (14) acres, more or less, after said exception.

ALSO, a part of Fractional Section Thirteen (13), Township One (1) North, Range Nine (9) West, more particularly described as follows, to-wit: Beginning at the southwest corner of said Fractional Section, Township and Range, and running east eighteen hundred two (1802) feet; thence north fifteen hundred ninety six (1596) feet to White River; thence in a southwesterly direction with the meanderings of said White River to the West line of said Fractional Section; thence south, along and with the Section line, to the place of beginning, containing thirty-four and ninety-seven hundredths (34.97) acres, more or less.

ALSO, the south half of the north half of the east fractional section thirteen (13), township one (1) north, range nine (9) west, (except sixteen and eighty-six hundredths (16.86) acres off the south side of the above tract owned by Henry Hawkins) and containing sixty-seven and forty-four hundredths (67.44) acres.

EXCEPT: Part of the southwest quarter of the northwest quarter of Section Twenty Four (24), Township One (1) North, Range Nine (9) west, also being part of Lots Four (4) and Five (5) of Section Twenty Four (24), Township One (1) North, Range Nine (9) West and part of Location Number Fifty Two (52), Township One (1) North, Range Nine (9) West described by metes and bounds as follows: Beginning at a point in a gravel road said point being twelve (12) chains eleven (11) links south of the north boundary line and sixty two (62) chains and ninety three (93) links west from the Eastern Boundary of said Location Number Fifty Two (52); thence East three hundred eighty (380) feet; thence north two hundred fifty six (256) feet; thence west one hundred sixty six (166) feet; thence north two hundred forty one (241) feet; thence west four hundred nine (409) feet; thence south three hundred thirty seven (337) feet to the center of a gravel road; thence southeasterly with the curve of said gravel road to the point of beginning, containing four and four tenths (4.4) acres, more or less.

ALSO EXCEPT: A portion of the southwest quarter of the northwest quarter and a portion of the northwest quarter of the southwest quarter of Section Twenty-four (24), and a portion of Location Number Fifty-two (52), all in Township One (1) North, Range Nine (9) West, Madison Township, Pike County, Indiana, described as follows: Beginning at the Southwest corner of the northwest quarter of said Section Twenty-four (24); thence north seventy eight and fifty-four hundredths (78.54) feet; thence east four hundred twelve and fifty hundredths (412.50) feet; thence south four hundred twenty-two and forty hundredths (422.40) feet to the center line of County

* This Description
RJC

128

180

151-122

Road 550 North; thence west on and along said center line four hundred twelve and fifty hundredths (412.50) feet; thence north three hundred forty-three and eighty-six hundredths (343.86) feet to the point of beginning. Said Tract contains four (4.00) acres, more or less.

The Grantor affirms under the penalties of perjury that Mabel Julia Carey is one and the same person as Julia Carey, and that Edgar Carey and Mabel Julia Carey, a/k/a Julia Carey were Husband and Wife when they acquired title to a portion of the above described tracts of real estate and that their marriage remained unbroken until the death of Edgar Carey on September 25, 1995.

IN WITNESS WHEREOF, said RICHARD JOE CAREY, as personal representative of the estate of MABEL JULIA CAREY, has hereunto set his hand and seal this 22 day of December, 2003.

Richard Joe Carey
Richard Joe Carey, Personal Representative of
the Estate of Mabel Julia Carey

STATE OF INDIANA }
COUNTY OF PIKE } SS:

Before me, the undersigned, a Notary Public in and for said County and State this 22 day of December, 2003, came RICHARD JOE CAREY, as Personal Representative of the Estate of MABEL JULIA CAREY, and acknowledged the execution of said Deed to be her voluntary act and deed for the uses and purposes expressed therein.

I witness my hand and official seal this 22 day of December, 2003.

Elizabeth Weyer
Notary Public

Elizabeth Weyer
Printed Name
Residing in Dubois Co., IN



It is instrument prepared by Val J. Fleig, Attorney at Law
105 North Ninth Street, Petersburg, IN 47567

REAL ESTATE TRANSFER
DULY ENTERED FOR TAXATION

DEC 23 2003

Humbolt
AUDITOR - PIKE COUNTY

Fee \$1.00

781 129

151-122

#1474

OIL AND GAS LEASE

Producers 22 Sp. T. O. P. Rev.

AGREEMENT, Made and entered into this _____ day of August, 19 71.

by and between Inez G. Ann Rose; Alice Marie Tooley; Andrew Tooley; James Hunt and Evelyn Hunt, his wife; Howard L. Hightower and Mabel Hightower, his wife; Mable Hightower; Charles W. Hightower and Barbara Hightower, his wife; Julia Carey, June Richardson, Glen Richardson, Jean McDaniel, Francis Campbell, Cletis Campbell party of the first part; hereinafter called lessor (whether one or more) and Edgar Carey party of the second part, hereinafter called lessee.

Verner McDaniel

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, 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 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 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 _____, County of Pike, State of Indiana, described as follows, to-wit:

in such section

on said lands or in conjunction with adjacent lands, or for secondary recovery of oil and gas, in such manner as lessee may deem proper and convenient, and, on account of benefits which may be derived from secondary recovery methods, irrespective of possible migration of oil or gas arising out of water flooding or secondary recovery methods,

The west half of the west half of fractional section 23, township 1 north, range 9 west, except 2 acres described by metes and bounds as follows: Beginning at the northwest corner of the west half of the west half of said section, township and range; running thence east 6 rods and 3 feet; thence south 52 rods; thence west 6 rods and 3 feet; thence north 52 rods to the place of beginning, containing 2 acres, more or less, containing exclusive of said exception, 57 acres, more or less.

Also, the west half of the northeast quarter of the northwest quarter of section 23, township 1 north, range 9 west, containing 20 acres, more or less.

of Section _____, Township _____, Range _____ 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 _____ acres.

It is agreed that this lease shall remain in force for a term of One (1) _____ 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 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 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 all 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 one year from date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or 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 hereinbefore provided. And it is agreed that 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 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 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 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 convention 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 rental or royalties shall be binding on the lessee 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 fall 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 an entirety and shall be divided among, and paid to,

8+G 20-173



07/17/2017: ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
SEE BK 169 PG 494- JODY HOOVER RPC

07/17/2017: ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
SEE BK 169 PG 470- JODY HOOVER RPC

9-21-2006-For Release of Overriding Royalty from Luther Berry Drilling Co, Inc. aka Luther Berry Drilling Company, Incorporated for value received, does hereby release, discharge and quit claim unto J & J Oil Well Service Co., Inc aka J & J Oil Service, Incorporated all of that certain 20% of 7/8 overriding royalty interest owned by the Assignor see Misc Rec 148 pg 181-185. *Jan Edington RPC*

9-21-2006-For Assignment of Working Interest in Oil and Gas Leases from J & J Oil Well Service Co., Inc. to Fred D. McCrary see Misc Rec 148 pg 186-189. *Jan Edington RPC*

June 8, 2007 For Assignment of Interests in Oil and Gas Leases and Bill of Sale from Fred D. McCrary, individually and for FD McCrary Operator, Inc.,; Patsy Z. McCrary individually; and Fred D. McCrary and Patsy Z. McCrary, husband and Wife as Assignors to Diversified Operating Corporation, Terry J. Cammon, President, See Miscellaneous Record 152, pages 85-100. *Jan Edington RPC*

11-05-2007-For Partial Assignment of Overriding Royalty from Fred D. McCrary, individually, F.D. McCrary Operator, Inc., Patsy Z. McCrary, individually, and Fred D. McCrary and Patsy Z. McCrary, husband and wife, to Global GeoData, LLC, J. Bruce Branson & Patricia A. Branson as tenants by the entirety with right of survivorship, Konamoki Exploration, LLC, Badger Exploration, LLC see Misc. Rec 154 pgs 147-165.

Jan Edington RPC

2-20 2009-For Assignment of Oil & Gas Mineral Interests and Bill of Sale from Diversified Operating Corporation, Terry J. Cammon President, to Terry J. Cammon and Palace Exploration Company, Richard D. Siegal, President see Misc Rec. 155 page 746-758. *Jan Edington RPC*

9-29-10 - For Assignment of O/H Lease & Bill of Sale see Misc. Record 157, Page 884. *Jody Hoover R.P.C.*
3-1-2011: For Ratification and Amendment to Oil and Gas Lease, See Misc BK 158, pg. 603. *Jody Hoover, RPC.*

6-27-2011-For Assignment, Bill of Sale, and Partial Release, See Book 159, Page 307-352 | *Jody Hoover R.P.C.*

12/19/2012: ASSIGNMENT OF OVERRIDING ROALTY INTEREST
SEE BK 162 PG 710 JODY HOOVER RPC

4/29/2013: ASSIGNMENT AND CONVEYANCE
SEE BK 163 PG 276- JODY HOOVER RPC

For assign from Luther Berry et al to Alfred Piette et al
see Misc 39 - page 294 - Martha J. Davis, R.P.C.

For assign from Luther Berry et al to Lester W. Piette et al
see Misc 39 - page 295 - Martha J. Davis, R.P.C.

For assign from Luther Berry to Luther Berry et al
see Misc 39 - page 296 - Martha J. Davis, R.P.C.

For assign from Lester Piette et al to Luther Berry
see Misc 40 - page 151 - Martha J. Davis, R.P.C.

For assign. from Luther Berry et al to Kathleen Salentine
& hus. (und. $\frac{1}{8}$ of $\frac{7}{8}$ int) see Misc 45 - page 117 - Martha J. Davis, R.P.C.

For assign from Luther Berry et al to Beverly Hagness & hus
(und. $\frac{1}{8}$ of $\frac{7}{8}$ WI) see Misc 45 - page 120 - Martha J. Davis, R.P.C.

For assign. from Alfred Piette et al to Fred Piette et al
(und. $\frac{1}{8}$ - $\frac{7}{8}$ WI) see Misc 45 - page 123 - Martha J. Davis, R.P.C.

Gov Assignment from Luther Berry to Luther Berry et al,
see Misc. Record 57, page 759-760.

Oliva L. Richardson, R.P.C.

Gov Assignment from Luther Berry to Luther Berry
Drilling Co., Inc., see Misc. Record 70, page 188.

Anita L. Nance, R.P.C.

Gov re-recording of assignment from Luther Berry
to Luther Berry Drilling Co., Inc., see Misc.
Record 70, page 315.

Anita L. Nance, R.P.C.

Gov Assignment from Alfred Piette, et al to Luther Berry
Drilling Co., Inc., see Misc. Record 71, page 6.

Anita L. Nance, R.P.C.

4-29-96 For Assignment of oil & gas Lease from Luther
Berry Drilling Co., Inc. to J & J Oil Well Service,
Co., Inc., see Misc. Record 108, page 77.

Nyfa Willis,
Recorder, Pike Co.

such separate owners in the proportion that the acreage 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, 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 imperative 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 on behalf of said parties and their respective successors in title, 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 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 had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalty production is had from this lease, whether the well or wells be located on the premises covered by this lease or not, in the particular unit or units 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 unit or tract, regardless 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 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 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 first 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 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, this date first above written of
Glen Richardson June Richardson (SEAL) Jean McDaniel Verner McDaniel (SEAL)
Francis Campbell Cletis Campbell (SEAL) Andrew Tooley Alice Marie Tooley (SEAL)
James Hunt /s/ Inez Glenn Rose (SEAL) Evelyn Hunt wife of James Hunt (SEAL)
Howard L. Hightower Inez Glenn Rose (SEAL) Mabel Hightower (SEAL)
Mable Hightower /s/ Mabel Hightower (SEAL) Julia Carey Edgar Carey (SEAL)
Charles W. Hightower (SEAL) Barbara Hightower (SEAL)

ACKNOWLEDGMENT

STATE OF Indiana }
Gibson COUNTY, } SS: Barbara J. Hightower, his wife
I, James M. Richardson, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Alice Marie Tooley, Charles W. Hightower and Inez Glenn Rose 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 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 11th day of September, 1971.
James M. Richardson (SEAL)
Notary Public
My commission expires 11-3-71

ACKNOWLEDGMENT

STATE OF Florida }
Okaloosa COUNTY, } SS: L. E. Bentkowski
I, L. E. Bentkowski, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Inez Glenn Rose 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 23rd day of September, 1971.
L. E. Bentkowski (SEAL)
Notary Public
My commission expires 20 Sept. 1975

FORM FOR SIGNING BY MARK

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 said 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
Her His X Mark
_____ County, Indiana.

FORM FOR CORPORATION

STATE OF _____ }
COUNTY, } 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 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.

This instrument was prepared by Timothy R. Dodd, Attorney at Law, 945 Bond Street, Evansville, Indiana
Recorded October 26, 1971 at 11:10 A.M. Martha J. Davis, Recorder Pike County

**RATIFICATION AND AMENDMENT OF OIL AND GAS LEASE
(Surface to top of Warsaw-Harrodsburg Formation)**

KNOW ALL MEN BY THESE PRESENTS THAT:

✓ WHEREAS under date of August _____, 1971, Alice Marie Tooley; Andrew Tooley, Charles W. Hightower and Barbara J. Hightower, his wife; Inez Glenn Rose; James Hunt and Evelyn Hunt, his wife; Francis Campbell; Cletis Campbell; Jean McDaniel and Verner McDaniel; Howard Hightower and Mabel Hightower, his wife; Mable aka Mabel Hightower; Julia Carey, Glen Richardson and June Richardson, as Lessors, granted to Edgar Carey as Lessee an oil and gas lease covering certain land in Pike County, State of Indiana, which oil and gas lease was recorded in Record Book 20, Page 173, Office of the Recorder of Pike County, State of Indiana, providing for a 1/8 royalty reserved by and payable to the Lessors, hereinafter referred to as the LEASE; and

WHEREAS Fred D. McCrary as Successor Lessee, by virtue of an assignment from J & J Oil Well Service Co., Inc., recorded in Miscellaneous Record 148, Pages 186-189, dated ✓ September 21, 2006, and a Release of Overriding Royalty from Luther Berry Drilling Co., Inc., also dated September 21, 2006, and recorded in Miscellaneous Record 148, Pages 181-185, all ✓ records in the Office of the Recorder of Pike County, Indiana, became the owner of the entire Lessee's interest in the LEASE, with a revenue interest of 7/8; and

✓ WHEREAS Fred D. McCrary by instrument dated September 28, 2010, and recorded ✓ September 29, 2010, Record 157, Pages 884-894, Office of the Recorder of Pike County, Indiana, sold and assigned all of his interest under the LEASE to Continental Resources, Inc., an Oklahoma Corporation, whose address is 302 N. Independence Street, Enid, Oklahoma 73701 ("CRI"); and

WHEREAS the undersigned are the owners or successor owners of the royalty interest under the LEASE and desire that CRI engage in further development of the LEASE and the well or wells thereon; and

WHEREAS, by inadvertence and mistake, the LEASE as originally written fails to describe and identify one of the permitted well locations on the LEASE, namely, IDNR Permit No. 3914;

NOW THEREFORE, in consideration of mutual benefit, the undersigned as Lessors or Successor Lessors and CRI as Successor Lessee agree as follows:

1. The LEASE as hereby amended and ratified shall cover and pertain to the following land in Pike County, State of Indiana, to-wit:

The west half of the west half of fractional section 23, township 1 north, range 9 west, except 2 acres described by metes and bounds as follows:

Beginning at the northwest corner of the west half of the west half of said section, township and range; running thence east 6 rods and 3 feet; thence south 52 rods; thence west 6 rods and 3 feet; thence north 52 rods to the place of beginning, containing 2 acres, more or less, containing exclusive of said exception, 57 acres, more or less.

Also, the west half of the northeast quarter of the northwest quarter of section 23, township 1 north, range 9 west, containing 20 acres, more or less.

Also, the southeast quarter of the northeast quarter of section 22, township 1 north, range 9 west, containing 40 acres, more or less.

2. The LEASE is hereby further amended to provide for the ratification and renewal of the primary term of the LEASE FOR A PERIOD OF TWO YEARS FROM AND AFTER SEPTEMBER 28, 2010, during which time CRI shall have the opportunity to re-establish production from existing and/or newly drilled wells and continue the LEASE into a renewed secondary term.

3. It is further understood and agreed between the parties, that this Amendment and Ratification covers and pertains to the LEASE insofar and only insofar as the same covers and pertains to formations and horizons from the surface to the top of the Warsaw-Harrodsburg formation.

This instrument, for convenience, may be executed in multiple counterparts and assembled for recording.

WITNESS the execution hereof as of the 28th day of September, 2010.

LESSOR/SUCCESSOR LESSOR:

(All fee owners of oil and gas rights must sign)

Linda Sendelweck
Linda Sendelweck

Linda Sendelweck
(Printed Name)

Richard Joe Carey
Richard Joe Carey

Richard Joe Carey
(Printed Name)

Brent H. Wyant

(Printed Name)

Lisa A. Arbaugh
Lisa A. Arbaugh

LISA A Arbaugh
(Printed Name)

SUCCESSOR LESSEE:

CONTINENTAL RESOURCES

BY: Richard H. Straeter

Richard H. Straeter
(Printed Name)

Vice President - Eastern Region
(Title)

158/603

Beginning at the northwest corner of the west half of the west half of said section, township and range; running thence east 6 rods and 3 feet; thence south 52 rods; thence west 6 rods and 3 feet; thence north 52 rods to the place of beginning, containing 2 acres, more or less, containing exclusive of said exception, 57 acres, more or less.

Also, the west half of the northeast quarter of the northwest quarter of section 23, township 1 north, range 9 west, containing 20 acres, more or less.

Also, the southeast quarter of the northeast quarter of section 22, township 1 north, range 9 west, containing 40 acres, more or less.

2. The LEASE is hereby further amended to provide for the ratification and renewal of the primary term of the LEASE FOR A PERIOD OF TWO YEARS FROM AND AFTER SEPTEMBER 28, 2010, during which time CRI shall have the opportunity to re-establish production from existing and/or newly drilled wells and continue the LEASE into a renewed secondary term.

3. It is further understood and agreed between the parties, that this Amendment and Ratification covers and pertains to the LEASE insofar and only insofar as the same covers and pertains to formations and horizons from the surface to the top of the Warsaw-Harrodsburg formation.

This instrument, for convenience, may be executed in multiple counterparts and assembled for recording.
WITNESS the execution hereof as of the 28th day of September, 2010.

LESSOR/SUCCESSOR LESSOR:
(All fee owners of oil and gas rights must sign)

SUCCESSOR LESSEE:

Linda Sendelweck

(Printed Name)

Richard Joe Carey

(Printed Name)

Brent H. Wyant

Brent H. Wyant

(Printed Name)

Lisa A. Arbaugh

(Printed Name)

CONTINENTAL RESOURCES

BY: *Richard H. Straeter*

Richard H. Straeter

(Printed Name)

Vice President - Eastern Region

(Title)

158/603

Donna J. Frederick

Donna J. Frederick aka Donna Jean Frederick, individually and as Co-Trustee
Of the Darrell W. Frederick and Donna J. Frederick, Revocable Living Trust
Dated June 13, 2005.

Donna J. Frederick
(Printed Name)

Darrell W. Frederick

Darrell W. Frederick, individually and as Co-Trustee
Of the Darrell W. Frederick and Donna J. Frederick, Revocable Living Trust
Dated June 13, 2005

Darrell W. Frederick
(Printed Name)

Michael E. Howard

Michael E. Howard
MICHAEL E. HOWARD
(Printed Name)

Scott L. Howard

Scott L. Howard
SCOTT L. HOWARD
(Printed Name)

Jody L. Hoover

Jody L. Hoover
Jody L Hoover
(Printed Name)

Lida A. Robinson

Lida A. Robinson
Lida Robinson
(Printed Name)

STATE OF ILLINOIS) COUNTY OF JEFFERSON) SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared Richard H. Straeter as Vice President of Continental Resources, Inc., ^{Eastern Region} and acknowledged the execution of the above and foregoing instrument for and on behalf of Continental Resources, Inc.

WITNESS my hand and Notarial Seal this 8th day of February, ~~2010~~ ²⁰¹¹

Herman W. Presson

Herman W. Presson
(Printed Name)

Residing in Jefferson Co., IL

My commission expires: 3/21/14



150/603