#16135

AFFIDAVIT

WHEREAS, the undersigned, Rodney L. Parr is the owner of certain land adjacent to Big Turkey Lake, in Salem Township, Steuben County, Indiana, described as follows: Pt. NW4 SE4 Section 18, Township 36 North, Range 12 East.

and as such owner has pursuant to Chapters 181 and 301, Acts of 1947, as found in IC, 13-2-11 and 13-2-14, respectively, requested from the Indiana Department of Natural Resources the written approval of said Department to alter the shoreline and bed of said lake.

NOW THEREFORE, as a condition to the granting of said approval, the undersigned owner agrees to not undertake any development for housing, trailers, camping, etc. at the present time, which would utilize the alteration as a part of the development: and if the owner wishes to develop the land for housing, trailers, camping, etc., in the future, said owner shall so mit plans for same, and shall obtain the approval of the Department of Natural Resources, Stream Pollution Control Board and the State Board of Health prior to any construction.

IN WITNESSETH WHEREOF, said owner has this A day of Maccentur, 1978 executed the above affidavit.

STATE OF INDIANA; SS:

Before me, Joling Millian Notary Public, this day of Millian, 1978, personally appeared And Accordance and acknowledged the execution of the foregoing instrument.

My Commission Expires:

County of Residence:

sheet one of one sheet

This instrument was prepared by Robert C. Glazier

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DEC -4 1978

#16136

PEDICATION

WHEREAS, the undersigned, Rodn. L. Parr, is the owner of certain land in Salem Township, Steuben County, Indiana, and as such owner, has pursuant to law, requested from the Indiana Department of Natural Resources the written approval of said Department to reconstruct the southern portion of a certain water channel hereinafter described on said land which water area will connect with, encroach upon, and cut into the shoreline and bed of Big Turkey Lake in said County.

NOW THEREFORE, in consideration of the granting of said approval, the undersigned owner as grantor, does hereby dedicate to the State of Indiana, for the benefit of the public, the right to use as long as it may exist, the following described water channel, to-wit: one channel ten(10) feet deep as measured below the average normal water level of said lake of 926.61 feet, elevation, sea level datum, or 20.63 feet, gage reading, 40 to 75 feet wide and approximately 350 feet long extending from said lake on grantor's land described as follows:

Pt. NW_{k}^{1} Se 1 A Section 18, Township 36 North, Range 12 East with the same rights of public use therein which the public enjoys in the use of said lake.

IN WITNESSETH WHEREOF, said grantor has this 18 day of Your mice.

Rodney L. Party
RR 1

Hudson, IN 46747

Refore me, Janua Mullius, a Notary Public, this gay of Mellinger, 1978, personally appeared Ladrey & . Can and acknowledged the execution of the foregoing.

Lastra muciens.

My Commission Expires:

County of Residence:

J. 5-1

sheet one of one sheet

This instrument was prepared by Robert C. Glazier

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HORCOOD NO/ZET AGE 5.5 7

DEC -4 1978

of lest dester

#16137

DEDICATION

WHEREAS, the undersigned, Redney L. Parr is the owner of certain land in Salem Township, Steuben County, Indiana, and as such owner, has pursuant to law, requested from the Indiana Department of Natural Resources the written approach of said Department to create additional water area by extending the shoreline hereinaften described on said land which water area will connect with, encroach upon, and cut into the shoreline and bed of Big Turkey Lake in said county.

NOW THEREFORE, in consideration of the granting of said approval, the undersigned owner as grantor, does hereby dedicate to the State of Indiana, for the benefit of the public, the right to use as long as it may exist, the following described water area, to-wit: an area fifteen (15) feet deep as measured below the average normal water level of said lake of 926.61 feet, elevation, sea level datum, or 20.63 feet, gage reading 55 feet wide and approximately 900 feet long extending from said lake on grantor s land described as follows:

Pt. NW_{k} SEk Section 18, Township 36 North, Range 12 East with the same rights of public use therein which the public enjoys in the use of said lake.

IN WITNESSETH WHEREOF, said grantor has this $\int \int \int day \ of \ \int \int dull \ dull$

Rodney L. Parts
RR 1

Hudson, IN 46747

STATE OF INDIANA)
COUNTY OF HAR IN AN AUGUS

Before me, Lorenza Mullims a Notary Public, this / day of Moulandary, 1978, personally appeared Moulandary Language and acknowledged the execution of the foregoing.

aged the execution of the foregoing.

Lorence Melling

My Commission Expires:

County of Residence:

sheet one of one sheet

This instrument was prepared by Robert C. Glazier

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DEC -4 1978

of each proper ports

SEWER EASEMENT

That Rodney L. Parr, hereinafter referred to as GRANTOR, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the LaGrange County Sewer District, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter to use, operate, inspect, repair, maintain, replace and remove SEWER LINES with necessary accessories over, across, and through the land of the GRANTOR situate in Salem Township, Steuben County, State of Indiana, said land being described as follows:

A part of the Southeast quarter of Section 18, Township 36 North, Range 12 East, Steuben County, Indiana described as follows:

Commencing at the intersection of the centerline of County Road 475 South and the centerline of Turkey Creek Dredge Ditch; thence North 40.0 feet; thence East 55.0 feet; thence South 40.0 feet; thence West 55.0 feet to the point of beginning.

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

This easement shall be limited to the aforementioned rights. lines shall be constructed in such a way as not to interfere with any existing improvements located on said property, and in such a way not to cause any substantial damage or inconvenience to said property.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation and maintenance of the structures or The GRANTEE covenants to maintain the improvements referred to herein. easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 14 day , 1996.

96-06-0487

RECEIVED FOR RECORD

1996 JUN 19 A 9:49

STATE OF INDIANA, COUNTY OF LAGRANGE, SS:

Rodney L. Parr

The second secon

RECORDER STEUBEN COUNTY Mary Jane Senders

Subscribed and sworn to be true before me, a Notary Public, in and for said County and State, this 140 day 94 Mades 1996.

Residing in Metal Commission Public

Commission Expires:

This instrument prepared by John R. Gastineau, Attorney at Law, Detroit Street, LaGrange, Indiana 46761.

01-02-0563

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2001 FEB 21 A 11: 13

RECORDER STEUBEN COUNTY

Parche Alina Clemen

SEWER EASEMENT

| That_ | Rodney Parr | | , hereinafi | er referred | to as GRAI | NTOR, in exc | change for |
|--------|-------------------|---------------------|-----------------|--------------|--------------|-----------------|-------------|
| good: | and valuable cor | isideration, the re | eceipt of which | is hereby: | acknowled | ged, does he | reby grant |
| and c | onvey to the La | Grange County | Sewer District | , hereinaft | er referred | to as GRA | NTEE, its |
| succe | ssors and assigns | s, a perpetual eas | ement with the | right to ere | ect, constru | ct, install, an | id lay, and |
| therea | fter to use, ope | rate, inspect, rep | pair, maintain, | replace an | id remove | SEWER LE | NES with |
| necess | sary accessories | over, across, | and through | the land | of the G | RANTOR : | situate in |
| Sal | em | Township, | Steuben | County, | State of In | idiana, said l | and being |
| descri | bed as follows: | | | | | | |
| | | described in the | | | | | • / |
| | | 017-03313-00 | · · | Jueuben | | unity itecordi | O1. |
| | 1 acces 140(8) | 017-03313-00 | • | | | | |

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

This easement shall be limited to the aforementioned rights. Said sewer lines shall be constructed in such a way as not to interfere with any existing improvements located on said property, and in such a way not to cause any substantial damage or inconvenience to said property.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

DANI LOU PARRISH STEUBEN COUNTY RECORDER LSM Date 04/18/2007 Time 10:20:31 I 07040461 Page 1 of 5

OIL AND GAS LEASE

| (PAID-UP) | | | | | | | |
|--|--|--|--|---|---|--|--|
| THIS AGREEMENT is made as of | the <u>16th</u> | day of | January | , 2007 | _, by and between | | |
| RODNEY L. PARR | | | | | | | |
| hereinafter called Lessor (whether one or more), w | vhose address is | s <u>10269 W</u> | 475 S, Hudson, IN | 16747 | and | | |
| ANTRIM ENERGY, LLC whose address is , PC | O Box 5525, F | Edmond, Ok | lahoma 73083-5525, he | reinafter called Lesse | e, WITNESSETH: | | |
| 1. Lessor, for and in considera hereby acknowledged, and the covenants an Lessee the land described below, including (herein called "said land"), exclusively, for for and producing oil and/or gas, together foregoing and in connection with treating, stoother land adjacent thereto, including but a facilities for disposition of water, brine or copower and communication lines, pump and p Steuben State of Indiana, and is described to the covenance of the covenance o | ad agreements all interests the purposes of with all right oring, caring fo not limited to other fluids, an ower stations, | of the Less therein Less of exploring ts, privilege for, transport rights to la and for enha , and other st | ee hereinafter containe or may acquire by ope by geophysical and ot ing and easements usefu ing and removing oil ar y pipelines, build roac need production and re | d, does hereby grant, eration of law, rever her methods, drilling I or convenient in c ad/or gas produced fruits, drill, establish an ecovery operations, a | , lease and let unto sion or otherwise , mining, operating onnection with the om said land or and d utilize wells and and construct tanks | | |
| TOWNSHIP 36 NORTH | RAN | IGE 12 EAS | Т | SALEM | M TOWNSHIP | | |
| | See Attac | ched EXI | HIBIT "A" | | | | |
| | | | | | | | |
| | | | | | | | |
| Containing 159.0 acres, more or less, and a above that are owned or claimed by Lessor, lands underlying all alleys, streets, roads or hother bodies of water. The term "oil" wher produced at the well in liquid form by ordin "gas" when used in this lease shall mean hy from gas at the well), helium, nitrogen, carbo | or to which I highways and n used in this lary production ydrocarbons p | Lessor has a all riparian of lease shall on methods, in produced in a | preference right of according submerged lands along mean crude oil and other including condensate sea gaseous state at the v | quisition, including by ng and/or underlying her hydrocarbons, re eparated from gas at | ut not limited to al any rivers, lakes o gardless of gravity the well. The tern | | |

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

five

2. It is agreed that this lease shall remain in force for a primary term of _

obtain production of oil and/or gas, and production of oil and/or gas whether or not in paying quantities.

- 3. Lessee covenants and agrees to pay the following royalties: (a) To deliver to the credit of the Lessor into tank reservoirs or into the pipeline to which Lessee may connect its wells, one-eighth (1/8th) of the oil produced and saved from said land, Lessors's interest to bear one-eighth of the cost of treating oil to render it marketable pipeline oil, or from time to time, at the option of Lessee, Lessee may sell the oil produced and saved from said land and pay Lessor one-eighth of the net amount realized by Lessee, computed at the wellhead: (b) To pay Lessor on gas produced from said lands (1) when sold by Lessee, one-eighth of the net amount realized by Lessee, computed at the wellhead, or (2) when used by Lessee, for the purposes other than those specified in Paragraph numbered 7 of this Lease, one-eighth of the net market value at the wellhead of the gas so used. As used in this Lease, the term "net amount realized by Lessee, computed at wellhead" shall mean the gross proceeds received by Lessee from the sale of oil and gas minus post-production costs incurred by Lessee between the wellhead and the point of sale, and the term "net market value at the wellhead" shall mean the current market value (at the time of production) of the gas at a market point where gas produced in the general area is commonly purchased and sold, minus the post-production costs that would be incurred by Lessee between the wellhead and such market point in order to realize that market value. As used in this Lease, the term "post-production costs" shall mean all cost and expenses of (a) treating and processing oil and/or gas to separate and remove non-hydrocarbons including but not limited to water, carbon dioxide, hydrogen sulfide and nitrogen, and (b) separating liquid hydrocarbons from gas, other than condensate separated at the well, and (c) transporting oil and/or gas, including but not limited to transportation between the wellhead and any production or treating facilities, and transportation to the point of sale, and (d) compressing gas for transportation and delivery purposes, and (e) metering oil and/or gas to determine the amount sold and/or the amount used by Lessee for purposes other than those specified in Paragraph numbered 7 of this Lease, and (f) sales charges, commissions and fees paid to third parties (whether or not affiliated) in connection with the sale of the gas, and (g) any and all other costs and expenses of any kind or nature incurred in regard to the gas, or the handling thereof, between the wellhead and the point of sale. Lessee may use its own pipelines and equipment to provide such treating, processing, separating, transportation, compression and metering services, or it may engage others to provide such services; and if Lessee uses its own pipelines and/or equipment, post-production costs shall include reasonable depreciation and amortization expenses relating to such facilities, together with Lessee's cost of capital and a reasonable return on its investment in such facilities. Prior to payment of royalty, Lessor shall execute a Division Order certifying Lessor's interest in production. Lessee may pay all taxes and fees levied upon the oil and gas produced, including, without limitation, severance taxes and privilege and surveillance fees, and deduct a proportionate share of the amount so paid from any monies payable to Lessor hereunder.
- 4. If any well, capable of producing oil and/or gas, whether or not in paying quantities, located on said land or on lands pooled or unitized with all or part of said land, is at any time shut in and production there from is not sold or used off the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut in, notwithstanding expiration of the primary term. In lieu of any implied covenant to market, Lessee expressly agrees to market oil and/or gas produced from Lessee's wells located on said land or on land pooled or unitized therewith, but Lessee does not covenant or agree to reinject or recycle gas, to market such oil and/or gas under terms, conditions or circumstances which in Lessee's judgment are uneconomic or otherwise unsatisfactory or to bear more than Lessee's revenue interest share of the cost and expense incurred to make the production marketable. If all wells on said land, or on lands pooled or unitized with all or part of said land, are shut in, then within 60 days after expiration of each period of one year in length (annual period) during which all such wells are shut in, Lessee shall be obligated to pay or tender, as royalty, to Lessor, or to Lessors credit in the ____ US MAIL Lessor's address above , or it's successors, as Lessor's agent, which shall continue as the depository regardless of changes in ownership of royalties, shut-in royalties or other money, the sum of \$1.00 multiplied by the number of acres subject to this lease, provide, however that if production from a well or wells located on said land or on lands pooled or unitized therewith is sold or used off the premises before the end of any such period or if at the end of any such annual period this lease is being maintained in force and effect other than solely by reason of the shut-in well(s), Lessee shall not be obligated to pay or tender said sum of money for that annual period. The shut-in royalty payment may be made in currency, draft or check, at the option of Lessee, and the depositing of such payment in any post office, with sufficient postage and properly addressed to Lessor, within 60 days of the expiration of the annual period shall be deemed sufficient payment as herein provided.
- 5. If Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall give written notice to Lessee specifically describing Lessee's non-compliance. Lessee shall have 90 days from receipt of such notice to commence, and shall thereafter pursue with reasonable diligence, such action as may be necessary or proper to satisfy such obligation of Lessee, if any, with respect to Lessor's notice. Neither the service of said notice nor the doing of any acts by Lessee in response thereto shall be deemed an admission or create a presumption that Lessee has failed to perform all its obligations hereunder. No judicial action may be commenced by Lessor for forfeiture of this lease or for damages until after said 90 day period. Lessee shall be given a reasonable opportunity after a final court determination to prevent forfeiture by discharging its express or implied obligation as established by the court. If this lease is canceled for any cause, it shall, nevertheless remain in force and effect as to (a) sufficient acreage around each well as to which there are operations, so as to constitute a drilling or maximum allowable unit under applicable governmental regulations, such acreage to be designated by Lessee in such shape as then existing spacing rules permit and (b) any part of said land included in a pooled or unitized unit on which there are operations. Lessee shall also have such easements on said land as are necessary or convenient for operations on the acreage so retained.
- 6. If this lease covers less than the entire undivided interest in the oil and gas in said land (whether Lessor's interest is herein specified or not), then the royalties, shut-in royalties and any extension payment pursuant to Paragraph numbered 16 below shall be paid to Lessor only in the proportion which the interest in oil and gas covered by this lease bears to the entire undivided interest therein.
- 7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operations hereunder, except water from the wells of Lessor. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth. No well shall be drill nearer than 200 feet from the house or barn now on said land without written consent of Lessor. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing and any other downhole equipment and fixtures.

- 8. Lessee is hereby granted the rights to pool or unitize said land, or any part of said land, with other lands, as to any or all minerals or horizons, to establish units containing not more than approximately 160 acres; provided, however, such units may be established so as to contain not more that approximately 640 acres as to any or all of the following: (a) gas, (b) oil produced from formations below the top of the Glenwood Member of the Black River Group and (c) oil produced from wells classified as gas wells by the regulatory agency having jurisdiction. If units larger than those permitted above, either at the time established or thereafter, are required or permitted under any governmental rule or order to drill or operate a well at a regular location, to obtain the maximum allowable from any well or for any other reason, then the maximum unit size authorized hereby shall conform to the size required or permitted by such governmental rule or order. Lessee may enlarge the unit to the maximum area permitted herein and may reform said unit to include after-acquired leases within the unit area. Lessee may create, enlarge or reform the unit or units as above provided at any time, and from time to time during the continuance of this lease, either before or after production is obtained. A unit established hereunder shall be effective for all purposes of this lease, whether or not all interests in the lands in the unit are effectively pooled or unitized. Lessee may, but shall not be required to, drill more than one well in each unit. Lessee may reduce or terminate such unit or units at any time prior to the discovery of oil or gas on the pooled or unitized lands, or at any time after discover subsequent to the cessation of production. Lessee may create, enlarge, reform, reduce, or terminate each unit by recording a written declaration to that effect in the office of the Register of Deeds in the county or counties in which such unit is located. Any operations conducted on any part of the lands pooled or unitized shall be deemed to be on the lands leased herein within the meaning of all provisions of this lease. Production of oil and/or gas from the unit shall be allocated to the lands described herein which are included in the unit in the same proportion as the number of surface acres in the land described herein which are included in the unit bears to the total number of surface acres in the unit.
- 9. In addition to the rights to pool or unitize granted to the Lessee in Paragraph numbered 8 above, for the purpose of promoting the development of hydrocarbon production from shallow formations, as hereinafter defined, Lessee is granted the right to pool or unitize the shallow formations in said land, or any part of said land with other lands, to establish a unit or units of any size and shape for the drilling and operation of multiple wells. The unit shall consist of any number of contiguous tracts or parcels of land. The exercise of this right shall be effective only if the required well density (at least one well drilled into the pooled or unitized shallow formation for each 320 acres of the unit) is attained no later than two (2) years after recording of the written declaration of the unit. As used herein, the term "shallow formations" shall mean formations between the surface of the earth and 500 feet below the base of the Antrim Shale Formation. All provisions of Paragraph numbered 8, including those regarding Lessee's identification of a unit, the effect of operations conducted thereon and the allocation of production from wells thereon, shall apply in the same manner to a unit formed pursuant to this paragraph for production from shallow formations, except to the extent inconsistent with this paragraph. Lessee may expand the unit to include additional lands, provided that the required well density (one well drilled for every 320 acres) is maintained or is attained by the drilling of an additional well or wells within one (1) year after each such expansion.
- 10. This lease is subject to laws and to rules, regulations and orders of any governmental agency having jurisdiction from time to time in effect, pertaining to well spacing, pooling, unitization, drilling or production units, or use of material and equipment.
- 11. If Lessee is prevented from, or delayed in commencing continuing, or resuming operations, or complying with its express or implied obligations hereunder by circumstances not reasonably within Lessee's control, this lease shall not terminate and Lessee shall not be liable in damages so long as said circumstances continue (the "period of suspension"). These circumstances include, but are not limited to the following: conflict with federal, state or local laws, rules, regulations and executive orders; acts of God; strikes; lockouts; riots; wars; improper refusal or undue delay by any governmental agency in issuing a necessary approval, license or permit applied for by Lessee: equipment failures; and inability to obtain materials in the open market or to transport said materials. If the period of suspension commences more that 90 days prior to the end of the primary term of this lease, then that period of suspension shall be added to the primary term. If the period of suspension commences less than 90 days prior to the end of the primary term or at any time after the primary term, then this lease shall not terminate if Lessee shall commence or resume operations within 90 days after the end of the period of suspension.
- 12. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants and provisions of this lease shall extend to such party's heirs, devises, legal representatives, successors or assigns. Notwithstanding any other actual or constructive knowledge of Lessee, no change in the ownership of land or assignment of royalties or other monies, or any part thereof, shall be binding on Lessee until 45 days after Lessee has received, by certified mail, written notice of such change and the originals or certified copies of those instruments that have been properly filed of record and that shall be necessary in the opinion of Lessee to establish the validity of such change of ownership or division of interest. No change or division in the ownership of said land, royalties or other monies, or any part thereof, however accomplished, shall increase the obligations or intensity of Lessee, including, but not limited to, rights and obligations relating to the locations and drilling of wells and the measurement of production. Upon assignment by Lessee, its successors or assigns, the assignor shall be released from, and the assignee shall assume, the responsibility to fulfill the conditions and to perform the covenants of this lease, express or implied, with regard to the interest assigned. Breach of any covenant or failure to fulfill any condition by any owner of any part of the leasehold interest created by this lease shall not defeat or affect the rights of the owner (s) of any other part.
- 13. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee may at any time pay all or part of any land contract, mortgage, taxes, or other liens or charges with respect to said land, either before or after maturity and be subrogated to the rights of the holder thereof, and that Lessee shall be entitled to reimbursement out of any royalty or other monies payable to Lessor hereunder. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
- 14. Lessee may at any time surrender this lease as to all or any part of said land, or as to any depths or formations therein, by delivering or mailing a release to Lessor if the lease is not recorded or by placing a release of record in the proper county if the lease is recorded. If this lease is surrendered only as to part of said land, any shut-in royalties which may thereafter be payable hereunder shall be reduced proportionately.
- 15. All written notices permitted or required by this lease to be given Lessor and Lessee herein shall be at their respective addresses listed herein above, shall be by certified United States mail, and shall identify this lease by date, parties, description and recording data; provided that either party may change such notice address by giving written notice to the other party specifying the new address.

| 16. This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of three (3) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of Ten Dollars (\$10.00) per acre for the land then covered by the extended lease, said bonus to be paid or tendered to Lessor in the same manner as provided in Paragraph numbered 4 hereof with regard to the payment of shut-in royalties. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the extended primary term. Lessee's option shall expire on the first to occur of the following: (a) the termination or expiration of this lease or (b) the second anniversary of the expiration of the primary term stated in Paragraph number 2 above. | | | | | | | | |
|--|--|--|--|--|--|--|--|--|
| 17. It is further agreed by both parties herein that in the event any operations are conducted on the lands herein described, all roads, pipelines, locations and other operations shall be agreed upon by both parties. Neither party shall be unreasonable as to the operations. | | | | | | | | |
| Executed as of the day and year first above written. RODNEY L. PARR | | | | | | | | |
| | | | | | | | | |
| STATE OF Indiana) SS. (Individual Acknowledgment) COUNTY OF COUN | | | | | | | | |
| The foregoing instrument was acknowledged before me this | | | | | | | | |
| RODNEY L. PARR | | | | | | | | |
| My Commission Expires: 1-15-2012 Notary in Labrange County, Indiana Acting in Labrange County, Indiana | | | | | | | | |
| Prepared by D. M. Compton of P O Box 5525, Edmond, OK 73083-5525 | | | | | | | | |
| I affirm under penalties for perjury that I have taken reasonable care to redact each Social Security number in this document unless required by law. D. M. Compton | | | | | | | | |
| Paula Terry Notary Public Seel State of Indiana Lagrange County My Competition Expires 01/15/2012 | | | | | | | | |

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EXHIBIT "A"

Attached hereto and made a part hereof that certain Oil and Gas Lease dated the <u>16 January</u>, 2007, between <u>RODNEY L. PARR</u>, whose address is <u>10269 W 475 S, Hudson IN 46747</u>, as LESSOR, and ANTRIM ENERGY, LLC., whose address is P O Box 5525, Edmond, Oklahoma 73083-5525 as LESSEE, covering lands in Steuben County, Indiana, described as follows:

SECTION 18: The S fr'1/2 of the SW/4 of Sec 18, T36N-R12E, Salem Twp, Steuben County, Indiana.

ALSO: A pt of the SW/4 of the SE/4 of Sec 18, T36N-R12E, Salem Twp, described as: Beg at an iron rd on the S li of SW/4 of the SE/4 of sd Sec 18, N 89 deg 35 min 40 sec E, on and alg the S li of sd qtr-qtr Sec 412.00 ft from a stone over a post at the SW cor of sd qtr-qtr Sec; th N 89 deg 35 min 40 sec E on and alg the S li of sd qtr-qtr Sec 366 ft m/l to ctr li of Turkey Crk Ditch; th N 7 deg 37 min 30 sec W on and alg sd Ditch ctr li 1,292.60 ft to a PK Nail at the intersection of sd Ditch ctr li and the N li of the aforesaid qtr-qtr Sec; th N 90 deg 00 min 00 sec W on and alg the N li of sd qtr-qtr Sec 200.0 ft to an iron rd; th S 00 deg 14 min 40 sec E 1,283.78 ft to POB.

SECTION 18: The S/2 of the SE fr'1/5 of Sec 18, T36N-R12E, lying E of Turkey Creek Ditch.

EXCEPT: 6 acres of land sold to Hugh Menaugh.

ALSO EXCEPT: Beg 362 ft W of NW cor of SE/4 of the SE/4 of Sec 18, T36N-R12E, th W 476 ft; th SE'ly to a point 191 ft W of the shore of Henry Lk on the S Sec 1i of Sec 18, T36N-R12E; th E alg the S boundary li of sd Sec 18, to the Shore of Henry Lk; th following the shore of Henry Lk in a N'ly and E'ly direction to the ctr li of Turkey Crk; th NW'ly alg the ctr li of Turkey Crk to POB.

ALSO EXCEPTING: Beg at a pt 838 ft W of the NE cor of the SE/4 of Se/4 of Se 18, T36N-R12E, th W 9 ft; th S 9 deg 30 min E 1267 ft to the S li of sd Sec 18; th E 9 ft, th N 9 deg 30 min W 1267 ft to the POB.

SECTION 19: The NE/4 of the NE/4 of sd Sec 19, T36N-R12E, Salem Twp, Steuben County, Indiana.

EXCEPT: 14.87 acres off the E side

ALSO: The NW/4 of the NE/4 of Sec 19, lying E of the ctr of Turkey Crk Ditch.

End of EXHIBIT "A"

DANI LOU PARRISH STEUBEN COUNTY RECORDER
LSM Date 04/18/2007 Time 10:20:31
I 07040461 Page 5 of 5