

*Cover page for:*

# **Preliminary Title Insurance Schedules (with copies of recorded exceptions \*)**

**\* Exceptions for existing mortgages and UCC fixture filings are to be removed. Copies of these documents are not included.**

*Preliminary title insurance schedules prepared by:*

**Hastings & Allen Land Title Agency  
(File No.: 2024-212)**

**Note:** The tract numbers in the preliminary title insurance schedules do not correspond to the auction tract numbers. For purposes of the Agreement to Purchase and Addendum A, the auction tracts are identified by the tract numbers used in the auction brochure. The tract numberings are cross-referenced in the table below.

<b>Auction Tract Number</b>	<b>Title Company's Tract Number(s)</b>
<b>1</b>	<b>1</b>
<b>2</b>	<b>1</b>
<b>3</b>	<b>1</b>
<b>4</b>	<b>1</b>
<b>5</b>	<b>4</b>
<b>6</b>	<b>2, 3, 4</b>
<b>7</b>	<b>2, 3</b>
<b>8</b>	<b>2, 3</b>
<b>9</b>	<b>5</b>
<b>10</b>	<b>10</b>

<b>Auction Tract Number</b>	<b>Title Company's Tract Number(s)</b>
<b>11</b>	<b>18</b>
<b>12</b>	<b>7, 8, 9, 18</b>
<b>13</b>	<b>8</b>
<b>14</b>	<b>16</b>
<b>15</b>	<b>17</b>
<b>16</b>	<b>14</b>
<b>17</b>	<b>10, 11, 12, 13, 15</b>

*For auction conducted on November 12, 2024 by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Summers Farms, Inc.**

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Hastings & Allen Land Title Agency**

Issuing Office: **101 N St Rd 57, Washington IN 47501**

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: **2024-212**

Issuing Office File Number: **2024-212**

Property Address: **Farmland in Daviess and Knox, Bicknell, IN 47512**

Revision Number:

## **SCHEDULE A COMMITMENT**

1. Commitment Date: **September 1, 2024 at 8:00 a.m. o'clock**
2. Policy to be issued:
  - a. ALTA 2021 Owner's Policy  
Proposed Insured:  
Proposed Amount of Insurance:  
The estate or interest to be insured: **Fee Simple**
  - b. ALTA 2021 Loan Policy  
Proposed Insured:  
  
Proposed Amount of Insurance:  
The estate or interest to be insured: **Fee Simple**
  - c. N/A  
Proposed Insured:  
Proposed Amount of Insurance: **\$.00**  
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in: **Robert Summers & Sons, Inc**
5. The Land is described as follows:  
**See Exhibit "A" attached hereto and made a part hereof.**

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# SCHEDULE B I COMMITMENT

## REQUIREMENTS

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.
  - a. Duly authorized and executed Deed from Robert Summers & Sons Inc vesting Fee Simple title in \_\_\_\_\_.

NOTE: Deed to contain appropriate recitation of grantor's marital status together with appropriate and applicable release of homestead rights or recitation of non-applicability of homestead laws acceptable to Company.

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# SCHEDULE B II COMMITMENT

## EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. 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.

**SEE NEXT PAGES FOR CONTINUANCE OF EXCEPTIONS**

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2. The taxes for the year 2023, payable in 2024 are due as follows:

**DAVISS COUNTY**

(Parcel No. 14-05-08-800-002.000-012). Tract 1.

First Installment: \$5,018.03 Paid Second Installment: \$5,018.03

(Parcel No. 14-05-17-400-010.000-012). Tract 2.

First Installment: \$1,010.22 Paid Second Installment: \$1,010.22

(Parcel No. 14-05-17-400-009.000-012). Tract 3.

First Installment: \$864.80 Paid Second Installment: \$864.80

(Parcel No. 14-05-17-500-006.000-012). Tract 4.

First Installment: \$1,061.77 Paid Second Installment: \$1,061.77

(Parcel No. 14-05-18-400-007.000-012). Tract 5.

First Installment: \$1,074.08 Paid Second Installment: \$1,074.08

(Parcel No. 14-05-18-200-005.000-012). Tract 6.

First Installment: \$677.84 Paid Second Installment: \$677.84

**KNOX COUNTY**

(Parcel No. 42-08-11-300-004.000-026). Tract 7.

First Installment: \$34.23 Paid Second Installment: \$34.23

(Parcel No. 42-08-11-400-006.000-026). Tract 8.

First Installment: \$5,004.82 Paid Second Installment: \$5,004.82

(Parcel No. 42-08-11-400-007.000-026). Tract 9.

First Installment: \$291.48 Paid Second Installment: \$291.48

(Parcel No. 42-08-36-200-004.000-011). Tract 10.

First Installment: \$253.66 Paid Second Installment: \$253.66

(Parcel No. 42-08-36-300-002.000-011). Tract 11.

First Installment: \$207.54 Paid Second Installment: \$207.54

(Parcel No. 42-08-36-200-003.000-011). Tract 12.

First Installment: \$318.66 Paid Second Installment: \$318.66

(Parcel No. 42-08-36-200-002.000-011). Tract 13.

First Installment: \$48.22 Paid Second Installment: \$48.22

(Parcel No. 42-08-26-100-002.000-011). Tract 14.

First Installment: \$735.84 Paid Second Installment: \$735.84

(Parcel No. 42-08-36-200-001.000-011). Tract 15.

First Installment: \$279.52 Paid Second Installment: \$279.52

(Parcel No. 42-08-12-300-011.000-026). Tract 16.

First Installment: \$652.98 Paid Second Installment: \$652.98

(Parcel No. 42-08-12-300-008.000-026). Tract 17.

First Installment: \$95.95 Paid Second Installment: \$95.95

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(Parcel No. 42-08-11-100-007.000-026). Tract 18.  
First Installment: \$67.42 Paid Second Installment: \$67.42

**DAVISS COUNTY SOUTH SMOTHER DITCH**  
(Parcel No. 14-05-08-800-002.000-012). Tract 1.  
First Installment: \$140.14 Paid Second Installment: \$140.14

(Parcel No. 14-05-17-400-010.000-012). Tract 2.  
First Installment: \$35.04 Paid Second Installment: \$35.04

(Parcel No. 14-05-17-400-009.000-012). Tract 3.  
First Installment: \$35.04 Paid Second Installment: \$35.04

(Parcel No. 14-05-17-500-006.000-012). Tract 4.  
First Installment: \$30.30 Paid Second Installment: \$30.30

(Parcel No. 14-05-18-400-007.000-012). Tract 5.  
First Installment: \$23.36 Paid Second Installment: \$23.36

(Parcel No. 14-05-18-200-005.000-012). Tract 6.  
First Installment: \$16.41 Paid Second Installment: \$16.41

**DAVISS COUNTY BENNINGTON LEVEE DITCH ASSESSMENT**  
(Parcel No. 14-05-08-800-002.000-012). Tract 1.  
First Installment: \$1,200.00 Paid Second Installment: \$1,200.00

(Parcel No. 14-05-17-400-010.000-012). Tract 2.  
First Installment: \$292.50 Paid Second Installment: \$292.50

(Parcel No. 14-05-17-400-009.000-023). Tract 3.  
First Installment: \$300.00 Paid Second Installment: \$300.00

(Parcel No. 14-05-17-500-006.000-012). Tract 4.  
First Installment: \$282.21 Paid Second Installment: \$282.21

(Parcel No. 14-05-18-400-007.000-012). Tract 5.  
First Installment: \$300.00 Paid Second Installment: \$300.00

(Parcel No. 14-05-18-200-005.000-012). Tract 6.  
First Installment: \$203.79 Paid Second Installment: \$203.79

**DAVISS COUNTY BENNINGTON LEVEE SPA 2**

(Parcel No. 14-05-08-800-002.000-012). Tract 1.  
First Installment: \$788.42 Paid Second Installment: None Due

(Parcel No. 14-05-17-400-010.000-012). Tract 2.  
First Installment: 192.18 Paid Second Installment: None Due

(Parcel No. 14-05-17-400-009.00-012). Tract 3.  
First Installment: \$197.11 Paid Second Installment: None Due

(Parcel No. 14-05-17-500-006.000-012). Tract 4.

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First Installment: \$185.41 Paid Second Installment: None Due

(Parcel No. 14-05-18-400-007.000-012). Tract 5.

First Installment: \$197.11 Paid Second Installment: None Due

(Parcel No. 14-05-18-200-005.000-012). Tract 6.

First Installment: \$133.90 Paid Second Installment: None Due

**KNOX COUNTY SOLID WASTE**

The Solid Waste for the year 2023, payable in 2024 are due as follows:

(Parcel No. 42-08-11-400-006.000-026). Tract 8

First Installment: \$10.00 Paid Second Installment: \$10.00

(Parcel No. 42-08-12-300-011.000-026). Tract 16.

First Installment: \$10.00 Paid Second Installment: \$10.00

**KNOX COUNTY WAMPLER DITCH**

The Wampler Ditch Assessment for the year 2023, payable in 2024 are due as follows:

(Parcel No. 42-08-11-400-006.000-026). Tract 8.

First Installment: \$9.00 Paid Second Installment: \$9.00

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3. The taxes for the year 2024, payable in 2025, a lien as of March 1, 2024, not yet determined.
4. A judgment search was made for Robert Summers & Sons, Inc., and no liens or judgments were found of record.
5. Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing executed by Robert Summers & Sons, Inc. to Enterprise Bank & Trust dated July 7, 2021, and recorded July 13, 2021, Instrument No. 213096. Said mortgage secures the principal sum of [REDACTED] and not to exceed said sum with interest and payments as set out in the note thereby secured. Tract 1 in Daviess County, Indiana.
6. Real Estate Mortgage executed by Robert Summers & Sons, Inc. to Enterprise Bank & Trust dated July 7, 2021, and recorded July 22, 2021, Instrument No. 213213. Said mortgage secures the principal sum of [REDACTED] with interest and payments as set out in the note thereby secured. Tracts 2-6 in Daviess County, Indiana.
7. Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filings executed by Robert Summers & Sons, Inc. to Enterprise Bank & Trust dated July 7, 2021 and recorded July 22, 2021 Instrument No. 213214. Said mortgage secures the principal sum of [REDACTED] and not exceed said sum with interest and payments as set out in the note thereby secured. Tracts 2-6 in Daviess County, Indiana.
8. Real Estate Mortgage executed by Robert Summers & Sons, Inc. to Enterprise Bank & Trust dated July 7, 2021 and recorded July 19, 2021 Instrument No. 2021R03865. Said mortgage secures the principal sum of \$[REDACTED] with interest and payments as set out in the note thereby secured. Tracts 7, 9, 10, 11, 12, 14, 15, 17 and 18 in Knox County, Indiana.
9. Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing executed by Robert Summers & Sons, Inc. to Enterprise Bank & Trust dated July 7, 2021 and recorded July 28, 2021 Instrument No. 2021R04080. Said mortgage secures the principal sum of [REDACTED] and not to exceed said sum with interest and payments as set out in the note thereby secured. Tracts 8 and 16 in Knox County, Indiana.
10. Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing executed by Robert Summers & Sons, Inc. to Enterprise Bank & Trust dated July 7, 2021 and recorded July 28, 2021 Instrument No. 2021R04080. Said mortgage secures the principal sum of [REDACTED] and not to exceed said sum with interest and payments as set out in the note thereby secured. Tracts 8 and 16 in Knox County, Indiana.
11. Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing executed by Robert Summers & Sons, Inc. to Enterprise Bank & Trust dated July 7, 2021 and recorded July 28, 2021, Instrument No. 2021R04081. Said mortgage secures the principal sum of [REDACTED] and not to exceed said sum with interest and payments as set out in the note thereby secured. Tracts 7, 9, 10, 11, 12, 14, 15, 17 and 18 in Knox County, Indiana.

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12. Oil and Gas Lease in favor of Transcontinent Oil Company dated November 25, 2003 and recorded January 30, 2004, Instrument No. 04-0511. Said lease was for a term of five years and as long thereafter as oil and or gas is produced. Notice of Exercise of Option recorded November 3, 2008, Instrument No. 08-4963 extending the term of said lease an additional five years. Request for Cancellation of Oil and Gas Lease and Affidavit of Nondevelopment recorded June 11, 2010, Instrument No. 10-2385. This covers Daviess County property.
13. Grant in favor of Levee No. 8 District recorded June 9, 1949 in Deed Record 62, page 161. This covers Daviess County property.
14. Oil and Gas Lease in favor of Riverside Petroleum Indiana, LLC., dated November 28, 2013 and recorded November 22, 2013, Instrument No. 134941. Said lease was for a term of one year and as long thereafter as oil and or gas is produced. This covers Daviess County property.
15. Deed of Easement in favor of Midwest Natural Gas Corp., dated September 23, 1977 and recorded September 27, 1977 in Deed Record 118, page 261. This covers Daviess County property.
16. Right of Way Agreement in favor of El Paso Production Company dated June 25, 2005 and recorded August 25, 2005, Instrument No. 05-3807. This covers Daviess County property.
17. Right of Way Easement to El Paso Production Company dated June 25, 2005, and recorded August 25, 2005, as Instrument No. 05-3808. Said easement grants a right-of-way of 30 feet (50 during construction). Daviess County Property.
18. Easement and Right of Way Agreement in favor of El Paso E & P Company, L.P., recorded September 24, 2010, Instrument No. 10-4249. This covers Daviess County property.
19. Electric Pole Line Easement to Public Service Company of Indiana, Inc. dated September 15, 1948, and recorded October 16, 1948 in Deed Record 61, page 356. Daviess County property.
20. Electric Pole Line Easement to Public Service Company of Indiana, Inc. dated July 24, 1951, and recorded December 1, 1951, in Deed Record 64, page 411. Daviess County property.
21. Easement to Public Service Company of Indiana, Inc. dated March 3, 1987, and recorded March 24, 1982, in Deed Record 125, page 675. Daviess County property.
22. Oil and Gas Lease in favor of Transcontinent Oil Company dated November 25, 2003 and recorded January 28, 2004 in Oil and Gas Lease Document No. 04-0659. This covers Knox County property.
23. Oil and Gas Lease in favor of Riverside Petroleum Indiana, LLC recorded June 6, 2014, Instrument No. 2014R02368. Said lease was for a term of one year and in the absence of production would have expired under its own terms. This covers Knox County real estate.
24. Landlord and Mortgage Waiver (Facility Lease) between Farm Credit Leasing Services Corporation, Lessor and Robert Summers & Sons, Inc., Lessee and recorded on June 8, 2017, Instrument No. 2017R02664. This covers Knox County Real Estate.
25. A certain Easement executed by George Summers and Edna Summers, husband and wife to Knox County Rural Electric Membership Corporation, dated October 20, 1939 and recorded December 16, 1939 in Miscellaneous Record 45, page 5 in the Office of the Recorder of Knox County. This covers Knox County property.
26. A certain Right of Way executed by George F. Summers to Knox County Water Inc., dated November 12, 1976 and recorded May 18, 1977 in Deed Record 204, page 509 in the Office of the Recorder of Knox county, Indiana. This covers Knox County property.
27. A certain Right of Way Agreement executed by Robert Summers & Sons, Inc. to Western Indiana Energy Rural Electric Membership Corporation (WIN Energy), dated January 27, 2015 and recorded March 30, 2015 in Instrument #2015R01288 in the Office of the Recorder of Knox County, Indiana. This covers Knox County property.

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28. A certain Warranty Deed executed by Robert H. Summers and Marquita L. Summers to Robert Summers & Sons, Inc, dated April 15, 1997 and recorded April 18, 1997 in Deed Record 260, page 488 in the Office of the Recorder of Knox County, Indiana, states: Subject to Edna M. Summers' right to live in the house located on the above described real estate for her life or as long as she so desires. Edna M. Summers died August 30, 2001 in Knox County, Indiana.
29. A certain Right of Way Grant executed by Ray A. Tribby and Eugenia M. Tribby to the County of Knox , recorded December 16, 1975 in Deed Record 199, page 422 in the Office of the Recorder of Knox County, Indiana. This covers Knox County property.
30. A certain Easement executed by August Boberg and Matilda Boberg, Husband and Wife to Knox County Rural Electric Membership Corporation, dated April 22, 1939 and recorded December 16, 1939 in Miscellaneous Record 45, page 6 in the Office of the Recorder of Knox County, Indiana. Covers. This covers Knox County property.
31. Electric Pole Line Easement to Public Service Company of Indiana, Inc. dated September 15, 1948 recorded October 16, 1948 in Deed Record 61, page 356. Knox County property.
32. Electric Pole Line Easement to Public Service Company of Indiana, Inc. dated July 25, 1951 recorded December 1, 1951 in Deed Record 64, page 411. Knox County Property.
33. Easement to Public Service Company of Indiana, Inc. dated March 3, 1987 recorded March 24, 1982 in Deed Record 125, page 675. Knox County property.
34. RTC Communications Non-Exclusive Easement in favor of Daviess Martin County Rural Telephone Corp., recorded December 20, 2023, Instrument No. 2023R05198. Knox County property.
35. A certain Pole Line Easement executed by James D. Atkinson, etux. to Public Service Company of Indiana dated May 19, 1953, and recorded September 18, 1952, in Deed Record 132, page 474 in the Office of the Recorder of Knox County, Indiana. Knox County property.
36. UCC Financing Statement in favor of German American Bancorp recorded November 19, 2014, Instrument No. 2014U0049 and covers all fixtures.
37. UCC Financing Statement in favor of Farm Credit Mid-America, PCA filed February 19, 2016, No. 201600001293721 covering all fixtures, equipment and crops. Said UCC was amended on January 22, 2021, No. 202101222732687.
38. UCC Financing Statement in favor of Farm Credit Mid-America, FLCA filed December 21, 2016, Instrument No. 201600001006766 covering grain facilities and equipment. Said UCC was amended on October 22, 2021, No. 202111022850010.
39. UCC Financing Statement in favor of Corporation Service Company recorded May 15, 2017, Instrument No. 2017U0018 and covers Grain Bin and all fixtures. Said UCC was amended on February 25, 2022, Instrument No. 2022R01008.
40. UCC Financing Statement in favor of Farm Credit Leasing Services Corp filed May 10, 2017, Instrument No. 201700003911236 covering all fixtures. Said UCC was amended on February 23, 2022, No. 20220223289335.
41. UCC Financing Statement in favor of Enterprise Bank & Trust filed July 8, 2021, No. 202107082801472 covering all assets of debtor. Said UCC was amended on March 30, 2022, No. 2022033091335.

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42. Any adverse claim relative to White River based upon: a. The land described in Schedule A or any part thereof is now or at any time may have below the ordinary low water mark of White River; b. Some portion of said land may have been brought within the boundary thereof by an avulsive movement, or has been formed by accretion to any such portion; c. Such rights and easements for navigation, commerce or recreation which may exist over that portion of said land lying beneath the waters thereof; d. Rights of upper and lower riparian owners with respect to the waters thereof.

43. Rights of others to use that part of the land which lies within the bounds, as established by the mean high water mark of the White River.

Indiana Law prohibits the ownership of certain real property by foreign parties associated with defined foreign countries pursuant to Indiana Code Section 1-1-16 ("Act"). Any loss or damage incurred as a result of the Act is excepted from coverage under the Policy. The Company must be notified in writing if any party to this transaction is a Prohibited Person as defined by the Act.

Any lease, grant, exception, or reservation of minerals or mineral rights appearing in the public records.

Any possible ditch assessments or special assessments.

Subject to all existing sewer agreements and any easements, either created or used, pursuant to said agreement.

Any possible charges for sewer services, charges and/or connection charges.

Effective July 1, 2006, any documents requiring a preparation statement which are executed or acknowledged in Indiana must contain the following affirmation statement as required by IC 36-2-11-15: "I affirm, under the penalties for perjury, that I have taken reasonable care to reasonable care to redact each social security number in this document, unless required by law. (Sign, print or type Name)"

Rights of way for drainage tiles, ditches, feeders, and laterals, if any.

Subject to public road right of ways and utilities laying therein.

The acreage indicated in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity.

INFORMATIONAL NOTE: All instruments referred to herein are recorded in the County and state in which the insured premises are located.

INFORMATIONAL NOTE:

By virtue of IC 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with closings occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

WE WILL NEVER PROVIDE YOU WITH "UPDATED" INSTRUCTIONS TO WIRE TO A DIFFERENT ACCOUNT. PLEASE CALL US IMMEDIATELY IF YOU RECEIVE NEW INSTRUCTIONS, USING CONTACT INFORMATION FOUND FROM AN INDEPENDENT SOURCE TO VERIFY THE CHANGE.

WARNING-FRAUDULENT FUNDING INSTRUCTIONS: Email hacking and fraud are on the rise to fraudulently misdirect funds. Please call your escrow officer using contact information found from an independent source, such as the sales contract or internet, to verify any funding instructions received. We are not responsible for any wires sent by you to an incorrect bank account.

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# EXHIBIT A COMMITMENT

## LEGAL DESCRIPTION

### DAVISS COUNTY

#### TRACT 1

Part of the East Half of Section Eight (8) in Township Four (4) North, Range Seven (7) West, being also the Northeast Quarter of the East Half of said Section, bounded and described as follows: Beginning at a railroad spike in the center of State Road 358, the same being the Northeast Corner of said Section 8; thence South 00 degrees 55 minutes West, 2679.7 feet by deed (South 00 degrees 55 minutes West, 2680.75 feet by survey) to an iron pin; thence North 89 degrees 50 minutes 10 seconds West, 1335.80 feet to an iron pin; thence North 00 degrees 59 minutes 17 seconds East, 2676.99 feet to a pk nail in the center of State Road 358; thence East, 1332.50 feet to the point of beginning and containing 82.038 acres, more or less.

Part of the East Half of Section Eight (8) in Township Four (4) North, Range Seven (7) West, being also the Northwest Quarter of the East Half of said Section, bounded and described as follows: Beginning at a railroad spike in the center of State Road 358 at the Northwest corner of aforesaid East Half of Section 8; thence East, 1332.50 feet to a pk nail in the center of State Road 358; thence South 00 degrees 59 minutes 17 seconds West, 2676.99 feet to an iron pin; thence North 89 degrees 50 minutes 10 seconds West, 1324.17 feet to an iron pin on the west line of the aforesaid East Half of said Section 8; thence North 00 degrees 48 minutes East, 2679.6 feet by deed (North 00 degrees 48 minutes 40 seconds East, 2673.06 feet by survey) to the point of beginning and containing 81.565 acres, more or less.

Part of the East Half of Section Eight (8) in Township Four (4) North, Range Seven (7) West, being also the Southeast Quarter of the East Half of said Section, bounded and described as follows: Beginning at an iron pin at the southeast corner of said Section 8; thence North 89 degrees 40 minutes West by deed (North 89 degrees 39 minutes 14 seconds West, 1315.85 feet by survey) to an iron pin in the county road; thence North 00 degrees 59 minutes 17 seconds East, 2676.99 feet to an iron pin; thence South 89 degrees 50 minutes 10 seconds East, 1335.80 feet to an iron pin in the county road; thence South 00 degrees 55 minutes West, 1173.30 feet to a pk nail in the county road; thence South 01 degrees 47 minutes West, 1506.40 feet by deed (South 01 degrees 47 minutes 58 seconds West, 1508.31 feet by survey) to the point of beginning and containing 81.849 acres.

Part of the East Half of Section Eight (8) in Township Four (4) North, Range Seven (7) West, being also the Southwest Quarter of the East Half of said Section, bounded and described as follows: Beginning at the Southwest corner of the East Half of said Section 8; thence North 00 degrees 48 minutes East by deed (North 00 degrees 48 minutes 40 seconds East, 2672.71 feet by survey) to an iron pin on the west line of the aforesaid East Half of said Section 8; thence South 89 degrees 50 minutes 10 seconds East, 1324.17 feet to an iron pin; thence South 00 degrees 59 minutes 17 seconds West, 2676.99 feet to an iron pin in the county road; thence North 89 degrees 40 minutes West by deed (North 89 degrees 39 minutes 14 seconds West, 1315.85 feet by survey) to the point of beginning and containing 81.051 acres, more or less.

#### TRACT 2

The East Half of the Southeast Quarter of Section 17, Township 4 North, Range 7 West.

#### TRACT 3:

The West Half of the Southeast Quarter of Section 17, Township 4 North, Range 7 West, containing 80 acres, more or less.

#### TRACT 4:

The Southeast Quarter of the Northwest Quarter of Section 17, Township 4 North, Range 7 West, EXCEPT a parallel strip 15 feet in width off of the South side thereof.

ALSO The Southwest Quarter of the Northeast Quarter of Section Seventeen (17) in Township four (4) North, Range Seven (7) West; ALSO, a parallel strip Fifteen (15) feet in width off of the South side of the Southeast Quarter of the Northwest Quarter in Section Seventeen (17) in said Township and Range.

#### TRACT 5

ALSO, the North Half of the Southeast Quarter of Section Eighteen (18), Township Four (4) North, Range Seven (7) West, containing Eighty (80) acres, more or less.

#### TRACT 6

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ALSO, South end of Fractional Northwest Quarter Section Eighteen (18), Township Four (4) North, Range Seven (7) West, more particularly described as follows: Beginning at the Southeast corner of Fractional Northwest Quarter Section Eighteen (18) Township Four (4) North, Range Seven (7) West and running from thence West with half section line a distance of Two Thousand Fifty-four (2054) feet to the East bank of the West Fork of White River, which point is Two Thousand Six Hundred Eighty-Six and Nine-tenths (2686.9) feet South of the North line of said Section; thence in a Northeasterly direction with the East bank of said river to a point which is Thirteen Hundred Ninety-One and Two Tenths (1391.2) feet North of Half Section line, and which point is Twelve Hundred Ninety-Five and Seven Tenths (1295.7) feet South of North line of said Fractional Northwest Quarter of Section Eighteen (18) Township Four (4) North, Range Seven (7) West, thence East a distance of Seventeen Hundred Ninety-Four (1794) feet to the Half section line; thence South with the Half section line a distance of Thirteen Hundred Ninety-Three and Seven-Tenths (1393.7) feet to the place of beginning, containing Sixty-One and Sixty-Six Hundredths (61.66) acres, more or less.

#### **KNOX COUNTY REAL ESTATE**

##### **TRACT 7**

That Part of the East Half (½) of the Northeast Quarter of the Southwest Quarter of Section Eleven (11), Township Four (4) North, Range Eight (8) West, which lays South and East of the Right of Way line of the I. & V. Railroad, containing 5.68 acres.

##### **TRACT 8**

North One-half of Northeast Quarter of the Southeast Quarter of Section Eleven (11), Township Four (4) North, Range Eight (8) West, containing Twenty (20) acres, more or less.

Also, a Plot of Ground Thirty-two (32) Feet in width abutting the public highway and One hundred seventy eight (178) feet deep in the Northeast corner of the South one-half of the Northeast Quarter of the Southeast Quarter of Section Eleven (11), Township Four (4) North, Range Eight (8) West

EXCEPTING THEREFROM a parcel conveyed by a certain Warranty Deed executed by Robert Summers & Sons, Inc. to the State of Indiana as recorded on August 8, 2003, in Document #03-7147 in the Office of the Recorder of Knox County, Indiana being 1.565 acres, more or less.

##### **TRACT 9**

Part of the Northwest Quarter of the Southeast Quarter of Section Eleven (11), Township Four (4) North, Range Eight (8) West, bounded and described as follows, to-wit: Beginning at the Northeast corner of said Northwest Quarter of the Southeast Quarter of said Section Eleven (11); thence Westerly along the half Section line of said Section to its intersection with the Southeast Right-of-way line of the I. & V. R.R.; thence south 56.5 degrees west along said southeast right-of-way line to its intersection with the west line of the Southeast Quarter of said Section; thence southerly along said half section line to the southwest corner of the Northwest Quarter of the Southeast Quarter of said Section; thence easterly along the quarter quarter Section line to the southeast corner of said Northwest Quarter of the southeast Quarter of said Section; thence northerly along the quarter quarter section line, to the place of beginning, containing 33 acres, more or less.

##### **TRACT 10**

Lot number Two (2) of Fractional Section Number Thirty-six (36), Township Four (4) North, Range Eight (8) West, containing 40 acres, more or less.

##### **TRACT 11**

Ninety (90) rods of equal width across the entire North end of the Southwest Fractional Quarter of Section Thirty-six (36), Township Four (4) North, Range Eight (8) West, lying North and West of White River.

##### **TRACT 12**

Lot Number One (1) in Fractional Section Number Thirty-six (36), Township Four (4) North, Range Eight (8) West, containing 56.18 acres, more or less.

EXCEPTING THEREFROM all that part of the Northeast Quarter of Section Thirty-six (36), Township Four (4) North, Range Eight (8) West, lying West of White River and East of the West line of the right-of-way of the proposed cut-off known as pilot channel No. 2 as surveyed and described in the right-of-way maps, plans and profile prepared by the United States Engineer, Approved by C. C. Noble, the District Engineer, under date of November 1959, which are referred to and incorporated herein, containing 25.42 acres, more or less.

##### **TRACT 13**

7.60 acres of equal width taken the entire length off the South side of the South half of the Northwest Fractional Quarter of Section Thirty-six (36), Township Four (4) North, Range Eight (8) West.

##### **TRACT 14**

The North Half of the Northeast Quarter of Section 26, Township 4 North, Range 8 West, 80 acres, more or less.

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ALSO, a strip of land taken off the East side of the Northwest Fractional Quarter of said Section Twenty-six (26), Township Four (4) North Range Eight (8) West.

Containing in all 99.40 acres, more or less.

#### TRACT 15

Five (5) acres in the Northeast corner of Lot Number Three (3) of said Fractional Section Thirty-six (36) Township Four (4) North, Range Eight (8) West, bounded and described as follows: Beginning at a Cottonwood 20 I.D on the Bank of the White River being the Northeast corner of said Lot Number 3; thence West 18.30 chains to a stake; thence South 3.40 chains to a stake; thence East 11.30 chains White River; thence up said River to the beginning. Being a parcel of land set off by commissioners to Anna E. Barr in a Partition Suit among the heirs of John A. Barr and spread of Record in Order Book BB page 497.

Lot Number Three (3) of Fractional Section Number Thirty-six (36), Township Four (4) North, Range Eight (8) West, containing 48.60 acres.

EXCEPTING THEREFROM 7.60 acres taken the same width the entire length off the South side of said Lot Number 3.

FURTHER EXCEPTING THEREFROM 5 acres taken off the Northeast corner of said Lot by the following described boundary, to-wit: Beginning at the Northeast corner of said Lot Number 3; thence West 18.30 chains to a stake; thence South 3.40 chains to a stake; thence 11.30 chains to the White River; thence along said River to the beginning.

Leaving herein contained after said exceptions 36 acres.

#### TRACT 16

The North one-half (½) of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Twelve (12), Town Four (4) North, Range Eight (8) West, containing twenty (20) acres, more or less.

EXCEPTING THEREFROM the following described real estate conveyed by Robert H. Summers & Sons, Inc. to Randy R. Summers and Kathy J. Summers, husband and wife, deed dated December 21, 1998 and recorded December 23, 1998 in Deed Record 267, page 436 in the Office of the Recorder of Knox County, Indiana, bounded and described as follows, to-wit: Part of the North Half of the Northwest Quarter of the Southwest Quarter of Section Twelve (12), Township Four (4) North, Range Eight (8) West, Knox County, Indiana, described as follows: Commencing at an iron pin found at the Southwest corner of the Southwest Quarter of said Section 12; thence North 0 degrees 00 minutes 00 seconds East (the assumed bearing upon which this description is based) 2401.53 feet to a point on the West line of said Section 12 and the point of beginning of this description; thence North 0 degrees 00 minutes 00 seconds East 183.06 feet to a point in the road; thence North 90 degrees 00 minutes 00 seconds East 23.56 feet to a corner post on the South right-of-way line of State Road 358; thence North 46 degrees 50 minutes 49 seconds East 60.12 feet to a point on the South right-of-way line of State Road 358; thence with said right-of-way North 89 degrees 15 minutes 55 seconds East 516.26 feet; thence South 0 degrees 00 minutes 00 seconds East 230.81 feet; thence North 90 degrees 00 minutes 00 seconds West 583.64 feet to the point of beginning and containing 3.00 acres, more or less.

Leaving herein contained after deducting said exception, a total of 17.00 acres, more or less.

Situated in Vigo-Central Township, Knox County, Indiana.

More commonly known as 8050 N. Summers Rd., Edwardsport, IN 47528

#### TRACT 17

The South one-half (S-1/2) of the Southeast Quarter of the Southwest Quarter of Section Twelve (12), Township Four (4) North, Range Eight (8) West, containing 20 acres, more or less.

Situated in Vigo-Central Township, Knox County, Indiana.

More commonly known as farm ground on N. Summers Rd., Edwardsport, IN 47528

ABSTRACTER'S NOTE: Said tract 17 is landlocked and does not have legal access.

#### TRACT 18

A part of the Northeast Quarter of Section Eleven (11), Township Four (4) North, Range Eight (8) West, situated in Vigo Township, Knox County, Indiana, as shown on Plat of Survey by A to B Surveying, LLC, dated March 21, 2008 and more particularly described as follows: Commencing at a Mag Nail set through a washer stamped "20000002" marking the Southeast corner of the Northeast Quarter of said Section 11; thence along the South line of said quarter, South 89 degrees 50 minutes 24 seconds West, 690.69 feet to a 5/8 inch iron pin bearing a plastic cap inscribed "Johnson 20000002" set flush with the ground, hereon called an "iron monument", at the intersection of said South line with the Southwesterly right-of-way line of State Road 358 and being the POINT OF BEGINNING; thence continuing along said South line, South 89 degrees 50 minutes 24 seconds West, 1021.88 feet to an "iron monument" on the Southeasterly right-of-way of the abandoned Pennsylvania Railroad; thence along said Southeasterly right-of-way, North 55 degrees 52 minutes 53 seconds East, 634.00 feet to the Southwesterly right-of-way of State Road 358; thence along said Southwesterly right-of-way, South 46 degrees 48 minutes 56 seconds East, 191.60 feet; thence continuing along said right-of-way in a curve concave to the Northeast, having a radius of 1066.27 feet, an arc length of 423.23 feet and long chord bearing and distance of South 58 degrees 11 minutes 12 seconds East, 420.46 feet to the point of beginning. Containing 3.84 acres, more or less.

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ALSO, a part of the Northeast Quarter of Section Eleven (11), Township Four (4) North, Range Eight (8) West, situated in Vigo Township, Knox County, Indiana, as shown on a Plat of Survey by A to B Surveying, LLC, dated January 11, 2012 and being particularly described as follows: Commencing at a 5/8 inch iron pin bearing a plastic cap inscribed "Knox County Surveyor" found flush with the pavement marking the Southeast corner of the Northeast Quarter of said Section 11; thence along the East line of said quarter, North 00 degrees 36 minutes 16 seconds East, 816.49 feet; thence South 89 degrees 56 minutes 55 seconds West, 426.28 feet to the Northwest corner of a 5.87 acre tract described in Deed Record 242, page 221 in the Office of the Recorder of Knox County and being the POINT OF BEGINNING; thence along the West line of said 5.87 acre tract and continuing along the West lines of Deed Record 203, page 460 and Deed Record 252, page 31, South 00 degrees 43 minutes 25 seconds West, 730.42 feet to a 4 inch by 4 inch concrete right-of-way monument on the Northeasterly right-of-way line of State Road 358; thence along said right-of-way in a curve concave to the Northeast, having a radius of 918.64 feet, an arc length of 583.37 feet and a long chord bearing and distance of North 64 degrees 53 minutes 53 seconds West, 573.62 feet to a 4 inch by 4 inch concrete right-of-way monument; thence continuing along said right-of-way, North 46 degrees 42 minutes 19 seconds West, 158.33 feet to a 5/8 inch iron pin bearing a plastic cap inscribed "Johnson 20000002" set flush with the ground, hereon called an "iron monument", on the Southeasterly right-of-way of the abandoned Pennsylvania Railroad; thence along said Southeasterly right-of-way, North 55 degrees 59 minutes 30 seconds East, 777.63 feet to an "iron monument" marking the Northwest corner of a 1.74 acre tract described in parcel 2 of Instrument #2008R02553 in the Office of the Recorder of Knox County; thence South 00 degrees 43 minutes 25 seconds West, 56.51 feet to the point of beginning, containing 6.50 acres, more or less.

Situated in Vigo Central Township, Knox County, Indiana.

More commonly known as Vacant Ground on N. St. Rd. 358, Edwardsport, Indiana 47528.

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INST. NO. 04-0511  
RECEIVED FOR RECORD  
This 30 day of Jan 20 2004  
at 1022 Pet. 19.00

*Gai Doades*  
REGORDER DAVIESS COUNTY

PLAN Form IND (Paid-Up)

## OIL AND GAS LEASE (PAID UP)

THIS AGREEMENT made and entered into this 25th day of November, 2003 by and between  
Robert Summers & Sons, Inc., an Indiana Corporation  
RR #1, Box 192, Edwardsport, IN 47528

hereinafter called LESSOR (whether one or more), and

Transcontinent Oil Company, 621 17th Street, Suite 1201, Denver, CO 80293,

hereinafter called LESSEE, WITNESSETH:

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

See Exhibit "A" attached hereto and made a part hereof.

containing 1058.634 acres, more or less and all lands and interests therein contiguous or appurtenant to the land specifically described above, that are owned or claimed by LESSOR, or to which LESSOR has a preference right of acquisition, including but not limited to all lands underlying all alleys, streets, roads or highways and all riparian or submerged lands along and/or underlying any rivers, lakes or other bodies of water. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves the underground reservoir. The term "gas" when used in this lease shall mean a mixture of hydrocarbons and of non hydrocarbons in a gaseous state which may or may not be associated with oil, coal or shale, and including coal bed methane and shale gas and those liquids resulting from condensation of gas after it leaves the underground reservoir.

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

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

4. (Shut in) If any well, capable of producing oil and/or gas, whether or not in paying quantities, located on said land, or on lands pooled or communitized with all or part of said land, is at any time shut-in and production therefrom is not sold or used off the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut-in, whether before or after expiration of the primary term. LESSEE shall use reasonable diligence to market oil and/or gas capable of being produced from such shut-in well, but shall be under no obligation to reinject or recycle gas, or to market such oil and/or gas under terms, conditions, or circumstances which in LESSEE's judgement are uneconomic or otherwise unsatisfactory. If all wells on said land, or on lands pooled or communitized with all or part of said land are shut-in, then within 60 days after expiration of each period of one year in length (annual period) during which all such wells are shut-in, LESSEE shall be obligated to pay or tender, as royalty, to LESSOR, (at LESSOR's address), or its successors, as LESSOR's agent, which shall remain as the depository regardless of change in ownership of royalties, shut-in royalties or other money, the sum of \$1.00 multiplied by the number of acres subject to this lease, provided however, that if production from a well or wells is sold or used off the premises before the end of any such period or, if at the end of any such annual period this lease is being maintained in force and effect other than solely by reason of the shut-in wells, LESSEE shall not be obligated to pay or tender said sum of money for that annual period. This shut-in royalty payment may be made in currency, draft or check at the option of LESSEE, and the depositing of such payment in any post office, with sufficient postage and properly addressed to LESSOR, or said bank, within 60 days after expiration of the annual period shall be deemed sufficient payment as herein provided.



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

6. (Actual Interest) 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 and extension payment as provided in this lease 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's rights) LESSEE shall have the right to use, free of cost, gas, oil and water produced on said land for LESSEE's operations hereunder, except water from the wells of LESSOR. When requested by LESSOR, LESSEE shall bury LESSEE's pipelines below plow depth. No well shall be drilled nearer than 200 feet from the house or barn now on said land without written consent of LESSOR. LESSEE shall pay for damages caused by LESSEE's operations to growing crops on said land. LESSEE shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing and any other downhole equipment and fixtures.

8. (Pooling Clause: General) LESSEE is hereby granted the right to pool or unitize said land, or any part of said land, with other lands, as to any or all minerals or horizons, to establish units containing not more than approximately 320 acres; provided, however, such units may be established so as to contain not more than approximately 640 acres as to any or all of the following: (a) gas, (b) oil produced from formations below the base of the Black River Lime and (c) oil produced from wells classified as gas wells by the regulatory agency having jurisdiction. If larger units than those permitted above, either at the time established or thereafter, are required or permitted under any governmental rule or order for the drilling or operation of a well at a regular location or obtaining the maximum allowable from any well or for any other reason, then the maximum unit size authorized hereby shall conform to the size required or permitted by such governmental rule or order. LESSEE may enlarge the unit to the maximum area permitted herein and reform said unit to include after-acquired leases within the unit area. LESSEE may create, enlarge or reform the unit or units as above provided at any time, and from time to time, during the continuance of this lease, either before or after production is obtained. A unit established hereunder shall be effective for all purposes of this lease, whether or not all interests in the lands in the unit are effectively pooled or unitized. In no event shall LESSEE be required to drill more than one well in each unit. LESSEE may reduce or terminate such unit or units at any time prior to the discovery of oil or gas on the pooled acreage, or at any time after discovery subsequent to the cessation of production. LESSEE may create, enlarge, reform, reduce, or terminate each unit by recording a written declaration to that effect in the office of the Register of Deeds in the county or counties in which such unit is located. Any operations conducted on any part of the lands pooled shall be deemed to be on the lands leased herein within the meaning of all provisions of this lease. Production of oil and/or gas from the unit shall be allocated to the lands described herein which are included in the unit in the same proportion as the number of surface acres in the lands described herein which are included in the unit bears to the total number of surface acres in the unit.

9. (Pooling Clause for Shallow Formations) In addition to the right to pool granted to the LESSEE in Paragraph numbered 8 above, for the purpose of promoting the development of hydrocarbon production from shallow formations, as hereinafter defined, LESSEE is granted the right to pool or unitize the shallow formations in said land, or any part of said land with other lands, to establish units containing no more than approximately 2,560 acres. The exercise of the right shall be effective only if LESSEE drills or has drilled, no later than two (2) years after recording a declaration of the unit, at least one well completed in a shallow formation for each 320 acres in the unit. "Shallow formations" are defined as geologic formations between the surface of the earth and the base of the Silurian formation. The unit shall consist of any combination of governmental quarter-quarter sections, each of which must share at least one common side with another. All provisions of Paragraph numbered 8, including those regarding LESSEE's identification of a unit, the effect of operations conducted thereon and the allocation of production from wells thereon, shall apply in the same manner to a unit formed pursuant to this paragraph for production from shallow formations, except to the extent inconsistent with this paragraph. LESSEE may expand the unit to include additional lands until a maximum of 2,560 acres is included in the unit, provided that the required wells density (one well 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. (Future regulations State or Federal) All present and future rules, regulations and orders of any governmental agency pertaining to well spacing, drilling, or production units, use of materials and equipment, or otherwise, shall be binding on the parties hereto with like effect as though incorporated herein at length, provided, however, that no such rule, regulation or order shall (a) prevent LESSEE from pooling oil and/or gas development units as provided in Paragraphs numbered 8 and 9 hereof, larger than the well spacing, drilling or production units prescribed or permitted by such rule, regulation or order or (b) require a greater density for shallow formation wells than required by Paragraph numbered 9 above.

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

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

13. (Estate) If the estate of either party hereto is assigned, the privilege of assigning in whole or in part is expressly allowed, the covenants and provisions of this

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

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

15. (Severed Minerals) If after execution of this lease, either LESSOR or LESSEE is put on notice that some or all of the mineral interest covered and affected by said lease had been previously severed from the surface estate and remain outstanding in another party(ies), then as to such mineral interest, this lease shall not become effective. The contractual obligations of LESSEE shall be suspended and held in abeyance until such outstanding mineral interest is extinguished and reverts to LESSOR. The severed mineral interest will be presumed to have merged into the surface estate upon the filing of a "Notice of Lapse of Mineral Interest and Affidavit of Service of Notice" by LESSOR in the Dormant Mineral Interest Record in the County Recorder's Office. If, thereafter, the prior owner of the severed mineral interest refutes the mineral reversion, the obligations of LESSEE under the lease would again be suspended and held in abeyance until there remained no valid legal claim to prevent the lapse of mineral interest.

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

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

18. (Extension of Option) 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 Five (5) 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 5.00 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 end of the extended primary term. LESSEE's option shall expire on the first to occur of the following: (a) the termination or expiration of this lease or (b) the second anniversary of the expiration of the primary term stated in Paragraph numbered 2 above.

19. (Unitization) Lessor agrees to participate in and to execute a unitization agreement as provided by Lessee, pooling this land with other lands to create a production unit(s).

Executed as of the day and year first above written.

Robert Summers  
Robert Summers & Sons, Inc.,  
an Indiana Corporation  
By: Robert Summers, President

Randy Summers Sec.  
Attest By:  
Title:

STATE OF INDIANA CORPORATE ACKNOWLEDGMENT  
COUNTY OF KNOX

Before me the undersigned, a Notary Public, in and for said County and State, on this 5TH day of DECEMBER, 2003, personally appeared, ROBERT SUMMERS to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its PLUG WENT and acknowledged to me that the seal affixed to said instrument is the corporate seal of said corporation and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth.

Given under my hand and seal of office the day and year last above written.

My commission Expires 11-13-2011

Randy Summers  
Notary Public for the County  
of DAVNESS, Indiana

Prepared By: Transcontinent Oil Company  
(REC ID# 130. . . 0.TG1)



## EXHIBIT "A"

Attached as part of Oil and Gas Lease dated November 25th, 2003 between Robert Summers & Sons, Inc., an Indiana Corporation as Lessor and Transcontinent Oil Company, as Lessee.

Township 4 North, Range 7 West, 2nd P.M.

Section 08: Part of the East Half of Section Eight (8) in Township Four (4) North, Range Seven (7) West, being also the Northeast Quarter of the East Half of said Section, bounded and described as follows: Beginning at a railroad spike in the center of State Road 358, the same being the Northeast corner of said Section 8; thence South 00 degrees 55 minutes West, 2679.7 feet by deed (South 00 degrees 55 minutes West, 2680.75 feet by survey) to an iron pin; thence North 89 degrees 50 minutes 10 seconds West, 1335.80 feet to an iron pin; thence North 00 degrees 59 minutes 17 seconds East, 2676.99 feet to a P.K. nail in the center of State Road 358; thence East, 1332.50 feet to the point of beginning and containing 82.038 acres, more or less.

Also, Part of the East Half of Section Eight (8) in Township Four (4) North, Range Seven (7) West, being also the Northwest Quarter of the East Half of said Section, bounded and described as follows: Beginning at a railroad spike in the center of State Road 358 at the Northwest corner of aforesaid East Half of Section 8; thence East, 1332.50 feet to a P.K. nail in the center of State Road 358; thence South 00 degrees 59 minutes 17 seconds West, 2676.99 feet to an iron pin; thence North 89 degrees 50 minutes 10 seconds West, 1324.17 feet to an iron pin on the West line of the aforesaid East Half of said Section 8; thence North 00 degrees 48 minutes East, 2679.6 feet by deed (North 00 degrees 48 minutes 40 seconds East, 2673.06 feet by survey) to the point of beginning and containing 81.565 acres, more or less.

Also, Part of the East Half of Section Eight (8) in Township Four (4) North, Range Seven (7) West, being also the Southeast Quarter of the East Half of said Section, bounded and described as follows: Beginning at an iron pin at the Southeast corner of said Section 8; thence North 89 degrees 40 minutes West by deed (North 89 degrees 39 minutes 14 minutes West, 1315.85 feet by survey) to an iron pin in the county road; thence North 00 degrees 59 minutes 17 seconds East, 2676.99 feet to an iron pin; thence South 89 degrees 50 minutes 10 seconds East, 1335.80 feet to an iron pin in the county road; thence South 00 degrees 55 minutes West 1173.30 feet to a P.K. nail in the county road; thence South 01 degrees 47 minutes West, 1506.40 feet by deed (South 01 degrees 47 minutes 58 seconds West, 1508.31 feet by survey) to the point of beginning and containing 81.849 acres.

Also, Part of the East Half of Section Eight (8) in Township Four (4) North, Range Seven (7) West, being also the Southwest Quarter of the East Half of said Section, bounded and described as follows: Beginning at the Southwest corner of the East Half of said Section 8; thence North 00 degrees 48 minutes East by deed (North 00 degrees 48 minutes 40 seconds East, 2672.71 feet by survey) to an iron pin on the West line of the aforesaid East Half of said Section 8; thence South 89 degrees 50 minutes 10 seconds East, 1324.17 feet to an iron pin; thence South 00 degrees 59 minutes 17 seconds West, 2676.99 feet to an iron pin in the county road; thence North 89 degrees 40 minutes West by deed (North 89 degrees 39 minutes 14 seconds West, 1315.85 feet by survey) to the point of beginning and containing 81.051 acres, more or less.

Section 17: SE/4NW/4, SW/4NE/4

Also, the W/2SE/4

Also, the E/2SE/4

Section 18: The South end of Fractional Northwest Quarter Section Eighteen (18), Township Four (4) North, Range Seven (7) West, more particularly described as follows: Beginning at the Southeast corner of Fractional Northwest Quarter Section Eighteen (18) Township Four (4) North Range Seven (7) West and running from thence West with half section line a distance of Two Thousand Fifty-four (2054) feet to the East bank of the West fork of White River, which point is Two Thousand Six Hundred Eighty-six and nine-tenths (2686.9) feet South of the North line of said Section; thence in a Northeasterly direction with the East bank of said river to a point which is Thirteen Hundred Ninety-one and two-tenths (1391.2) feet North of half section line, and which point is Twelve Hundred Ninety-five and seven tenths (1295.7) feet South of North line of said Fractional Northwest Quarter of Section Eighteen (18) Township Four (4) North Range Seven (7) West, thence East a distance of Seventeen Hundred Ninety-four (1794) feet to the half section line; thence South with the half section line a distance of Thirteen Hundred Ninety-three and seven-tenths (1393.7) feet to the place of beginning, containing Sixty-one and sixty-six hundredths (61.66) acres, more or less.

Also, N/2SE/4

Township 4 North, Range 8 West, 2nd P.M.

Section 11: N/2NE/4SE/4. Also, a plot of ground Thirty-two (32') feet in width abutting the public highway and One Hundred Seventy-eight (178) feet deep in the Northeast corner of the South one-half of the Northeast Quarter of the Southeast Quarter of Section Eleven (11), Township Four (4) North Range Eight (8) West.

## EXHIBIT "A"

Attached as part of Oil and Gas Lease dated November 25th, 2003 between Robert Summers & Sons, Inc., an Indiana Corporation as Lessor and Transcontinent Oil Company, as Lessee.

Also, the E/2NE/4SW/4 which lays South and East of the right of way line of the I. & V. Railroad, containing 5.68 acres, more or less.

Also, Part of the Northwest Quarter of the Southeast Quarter of Section Eleven (11) Township Four (4) North, Range Eight (8) West, bounded and described as follows, to wit: Beginning at the Northeast corner of said Northwest Quarter of the Southeast Quarter of said Section Eleven (11); thence westerly along the half section line of said Section to its intersection with the Southeast right-of-way line of the I. & V. R.R.; thence South 56.5 degrees West along said Southeast right-of-way line to its intersection with the West line of the Southeast Quarter of said Section; thence southerly along said half-section line to the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section; thence easterly along the quarter-quarter Section line to the Southeast corner of said Northwest Quarter of the Southeast Quarter of said Section; thence northerly along the quarter-quarter Section line, to the place of beginning, containing 33 acres, more or less.

Section 12: N/2NW/4SW/4, S/2SE/4SW/4, LESS AND EXCEPT Part of the North half of the Northwest Quarter of the Southwest Quarter of Section Twelve (12), Township Four (4) North, Range Eight (8) West, Knox County, Indiana, described as follows: Commencing at an iron pin found at the Southwest corner of the Southwest Quarter of said Section 12; thence North 0 degrees 00 minutes 00 seconds East (the assumed bearing upon which this description is based) 2401.53 feet to a point on the West line of said Section 12 and the point of beginning of this description; thence North 0 degrees 00 minutes 00 seconds East 183.06 feet to a point in the road; thence North 90 degrees 00 minutes 00 seconds East 23.56 feet to a corner post on the South right-of-way line of State Road 358; thence North 46 degrees 50 minutes 49 seconds East 60.12 feet to a point on the South right-of-way line of State Road 358; thence with said right-of-way North 89 degrees 15 minutes 55 seconds East 516.26 feet; thence South 0 degrees 00 minutes 00 seconds East 230.81 feet; thence North 90 degrees 00 minutes 00 seconds West 583.64 feet to the point of beginning and containing 3.000 acres, more or less. Situated in Vigo Township, Knox County, Indiana.

Township 4 North, Range 8 West, 2nd P.M.

Section 36: Lot Number Two (2) of Fractional Section Number Thirty-six (36), Township Four (4) North, Range West, containing 40 acres, more or less.

Also, Five (5) acres in the Northeast corner of Lot Number Three (3) of said Fractional Section Thirty-six (36), bounded as follows: Beginning at a Cottonwood 20 LD. On the Bank of the White River being the Northeast corner of said Lot Number 3; thence West 18.30 chains to a stake; thence South 3.40 chains to a stake; thence East 11.30 chains White River; thence up said River to the beginning.

Lot Number Three (3) of Fractional Section Number Thirty-six (36), Township Four (4) North, Range Eight (8) West, containing 48.60 acres, EXCEPT 7.60 acres taken the same width the entire length off the South side of said Lot Number 3 and EXCEPT 5 acres taken off the Northeast corner of said Lot by the following described boundary, to wit: Beginning at the Northeast corner of said Lot Number 3; thence West 18.30 chains to a stake; thence South 3.40 chains to a stake; thence 11.30 chains to the White River; thence along said River to the beginning. Leaving herein contained after said exceptions 36 acres.

Also, Lot Number One (1) in Fractional Section Number Thirty-six (36), Township Four (4) North, Range Eight (8) West, containing 56.18 acres, more or less. EXCEPTING THEREFROM all that part of the Northeast Quarter of Section Thirty-six (36), Township Four (4) North, Range Eight (8) West, lying West of White River and East of the West line of the right-of-way of the proposed cut-off known as pilot channel No. 2 as surveyed and described in the right-of-way maps, plans and profile prepared by the United States Engineer, Approved by C.C. Noble, the District Engineer, under date of November 1959, which are referred to and incorporated herein, containing 25.42 acres, more or less.

Also, Ninety (90) rods of equal width across the entire North end of the Southwest Fractional Quarter of Section Number Thirty-six (36), Township Four (4) North, Range Eight (8) West, lying North and West of White River.

Also, 7.6 acres of equal width taken the entire length off the South side of the South half of the Northwest Fractional Quarter of Section Thirty-six (36), Township Four (4) North, Range Eight (8) West.

Situated in Vigo South Township, Knox County, Indiana

Township 4 North, Range 8 West, 2nd P.M.  
Section 26: N/2NE/4

Also a strip of land taken off the East side of the Northwest Fractional Quarter of said Section 26, Township 4 North, Range 8 West, containing in all 99.40 acres, more or less.

## EXHIBIT "A"

Attached as part of Oil and Gas Lease dated November 25th, 2003 between Robert Summers & Sons, Inc., an Indiana Corporation as Lessor and Transcontinent Oil Company, as Lessee.

### Lease Riders

Lessee shall be responsible for and shall pay Lessor for any and all damages to Lessor's land and for actual damages to livestock, growing crops, trees, fences, roads, culverts, tiles, improvements or other property of Lessor which damages may be caused by or result from the operations of Lessee hereunder. Lessor agrees to provide Lessee with tile maps, if any, and will instruct Lessee as to the approximate known location of tile prior to commencement of operations. Upon the abandonment of any well or other structure or facility on said land, Lessee will remove said structure or facility and any above ground equipment and appurtenances thereto, and Lessee shall restore the leased premises, as near as is reasonably practicable, to the same condition in which said land existed prior to the commencement of operations hereunder, within a reasonable time.

Lessor and Lessee shall mutually agree as to the location of access roads, drillsites, facilities, pipelines or power lines in cultivated fields, however Lessor shall not attempt to prohibit such construction or make unreasonable requests of Lessee with intent to prohibit or delay such construction.

Specifically to include all riparian and littoral rights of lessor; including any meander lands, lands derived by accretions, or otherwise contiguous lands which may be owned by or claimed by lessor, whether or not they are specifically described above.

INST. NO. 08-4963  
RECEIVED FOR RECORD  
This 3 day of November 2008  
at 0991 Fee 12.00

NOTICE OF EXERCISE OF OPTION  
*Marilyn A. Smith*  
RECORDER DAVIESS COUNTY

STATE OF INDIANA §  
COUNTY OF DAVIESS §

KNOW ALL MEN BY THESE PRESENTS:

The Oil and Gas Lease dated 11/25/2003 recorded in Entry No. 04-0511 of the records of the County Recorder, Daviess County, Indiana, granted by Robert Summers & Sons, Inc., as Lessor (hereinafter called "Lease") to Transcontinent Oil Company, as Lessee, contains an option which allows the Lessee to extend the primary term of the Lease, as to all or any part of the leased premises, for an additional five (5) years from the expiration of the original primary term. This option may be exercised by Lessee on or before the expiration of the original primary term.

Notice is hereby given that El Paso E&P Company, L.P. is the current lease owner of record of an undivided interest in the Lease and has timely exercised such option in its entirety so that the primary term of the Lease has been extended for five (5) years, thereby extending the primary term of the Lease 11/25/2013.

IN WITNESS WHEREOF, this instrument is executed this 20<sup>th</sup> day of October, 2008.

El Paso E&P Company, L.P.

By: *Chad R. Shaw*  
Chad R. Shaw  
Agent and Attorney-in-Fact

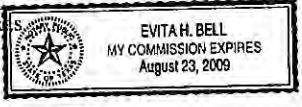
ACKNOWLEDGEMENT

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Chad R. Shaw, personally known to me to be the identical person who subscribed his name to the foregoing instrument as Agent and Attorney-in-Fact of El Paso E&P Company, L.P. and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

My Commission Expires:  
8-23-2009

*Evita H. Bell*  
Notary Public in and for the State of Texas



Prepared By: J. E. Melton  
I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

*J. E. Melton*  
(EP/L case 0001025774/000)

INST NO. 10-2385  
RECEIVED FOR RECORD  
This 11 day of June 2010  
at 0938 Fee 16.10

Marshall A. Platt  
RECORDER DAVIESS COUNTY

**REQUEST FOR CANCELLATION OF OIL AND GAS LEASE  
AND AFFIDAVIT OF NONDEVELOPMENT**

The undersigned do hereby request, pursuant to Indiana Code 32-23-8-1, that the Recorder of Daviess County, State of Indiana, cancel the hereinafter described Oil and Gas Lease, by certifying upon the face of said Lease that it is void, due to non-production and non-development thereof. In support thereof, the undersigned, being duly sworn, state and submit the following:

- 1) That the Affiants own the following described real estate in Daviess County, Indiana, to-wit:

*The Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Township 4 North, Range 7 West, Section 17, containing 80 acres, more or less.*

*Also, the East Half of the Southeast Quarter of Township 4 North, Range 7 West, Section 17, containing 80 acres, more or less.*

- 2) That the Affiant(s), obtained fee-simple ownership of both the surface and mineral estates through that certain Warranty Deed dated April 15, 1997 and recorded on April 21, 1997, as Instrument Number 97-1518, and through that certain Warranty Deed dated April 15, 1997 and recorded on April 21, 1997, as Instrument Number 97-1520 and through that certain Warranty Deed dated April 15, 1997 and recorded on April 21, 1997, as Instrument Number 97-1515 and that ownership has been continuous since the date of all the above referenced conveyances.
- 3) That the Affiant(s) are aware that an Oil and Gas Lease covering a portion of the above described land was executed by George F Summers and Edna M Summers, his wife, Lessors. Said Lease, dated February 28, 1970, and recorded on May 14, 1970, in Miscellaneous Record Book 65, Page 127, was executed by George F Summers and Edna M Summers, his wife, in favor of Ryan Oil Co. No Release of Oil and Gas Lease appears on record.
- 4) That the primary term of said Lease was three (3) year(s), and that operations for oil and gas production thereunder have ceased by non-production of oil and gas and non-development of the Lease. No rentals or royalties of any nature have been paid to or received by the Affiants, or any person, bank or corporation on their behalf, in the One (1) year period after they became due. Further, that said Lease has not been operated for the production of oil and gas in the One (1) year period prior to today's date; nor in that time have the Affiants been notified that any well capable of production, either on the leased land or on land pooled or unitized therewith, has been shut-in.
- 5) That the Affiant(s) are aware that an Oil and Gas Lease covering a portion of the above described land was executed by George F Summers and Edna M Summers, his wife, Lessor. Said Lease, dated May 18, 1971, and recorded on June 23, 1971, in Miscellaneous Record Book 66, Page 269, was executed by George F Summers and Edna M Summers, his wife, in favor of RK Petroleum Corp. No Release of Oil and Gas Lease appears on record.
- 6) That the primary term of said Lease was seven (7) months and that operations for oil and gas production thereunder have ceased by non-production of oil and gas and non-development of the Lease. No rentals or royalties of any nature have been paid to or received by the Affiants, or any person, bank or corporation on their behalf, in the One (1) year period after they became due. Further, that said Lease has not been operated for the production of oil and gas in the One (1) year period prior to today's date; nor in that time have the Affiants been notified that any well capable of production, either on the leased land or on land pooled or unitized therewith, has been shut-in.
- 7) That the Affiant(s) are aware that an Oil and Gas Lease covering a portion of the above described land was executed by DA Bowman and Clara A Bowman, his wife, Lessors. Said Lease, dated April 16, 1970, and recorded on May 14, 1970, in Miscellaneous Record Book 65, Page 135, was executed by DA Bowman and Clara A Bowman, his wife, in favor of Ryan Oil Co. No Release of Oil and Gas Lease appears on record.
- 8) That the primary term of said Lease was three (3) year(s), and that operations for oil and gas production thereunder have ceased by non-production of oil and gas and non-development of the Lease. No rentals or royalties of any nature have been paid to or received by the Affiants, or any person, bank or corporation on their behalf, in the One (1) year period after they became due. Further, that said Lease has not been operated for the production of oil and gas in the One (1) year period prior to today's date; nor in that time have the Affiants been

notified that any well capable of production, either on the leased land or on land pooled or unitized therewith, has been shut-in.

**SIGNATURES:**

The undersigned, having been duly advised, do swear and affirm that the information contained herein is true and accurate to the best of my/our knowledge; therefore, I/we subscribe our name(s) below on this 9 day of June, 2010.

Randy Summers, Sec.  
Robert Summers & Sons, Inc  
An Indiana Corporation  
By: Randy Summers, Sec

**ACKNOWLEDGEMENT:**

STATE OF: INDIANA  
COUNTY OF: DAVIESS

Before me, the undersigned, a Notary Public in and for the County of Jefferson, State of Indiana, personally appeared, Robert Summers, President of Robert Summers & Sons, Inc, who acknowledged the truth of the statements in the foregoing and the execution thereof to be his/her/their voluntary act.

WITNESS, my hand and Notarial Seal this 9<sup>th</sup> day of June, 2010.

My commission expires:  
9-15-2010



Diane Seltz  
Notary Public in Jefferson County, IN State.

Instrument prepared by: Transcontinent Oil Co., 513 East South Street, Washington Indiana 47501

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



No. 28459  
GRANT

62-161

THIS INDENTURE WITNESSETH, That George F. Summers and Edna Summers, his wife for and in consideration of One Hundred Thirteen and 03/100 Dollars (\$113.03) do grant and convey to Franklin L. Snider, James L. Bateman, Robert C. Graham, Jr., William C. Poust and Homer E. Capehart, the Levee Committee, for the Unit No. 8 Levee District, established in the proceedings of the Daviess Circuit Court of Daviess County, Indiana, entitled "In the matter of the Petition of Thomas Bennington, et al", Cause No. 15,522, the following described tract of real estate which is a necessary addition to the right-of-way described in the new report of the levee commissioners and the judgment of the Daviess Circuit Court approving the same, to-wit:- That part of the Southwest quarter of the Northwest quarter of Section 18, Township 4 North, Range 7 west lying between Stations 652 plus 60 and Station 666 plus 50 being a strip of land 1241.3 feet long and 20 feet wide, also, a strip of land 100 feet along and 25 feet wide, containing .70 acres more or less on the land side of the levee. together with the right of ingress and egress on other lands not described above provided such ingress and egress is necessary for construction purposes, as described in right-of-way maps, plans and profile for the grade raise, enlargement and extension of Levee Unit No. 8 prepared by the United States engineers under date of March, 1949, which are hereby referred to and incorporated herein the same as if fully set out, for the purpose of raising the grade, extending and maintaining the levee in conformity with plans and specifications prepared by the United States engineers, the same as if said tract of real estate was described in said proceedings of the Daviess Circuit Court aforesaid, as necessary for the construction of the Federal project known as Levee Unit No. 8, West Fork of White River, Indiana.

IN WITNESS WHEREOF, THE SAID George F. Summers and Edna Summers, his wife have hereunto set their hands and seals this 27th day of April 1949.

George F. Summers  
George F. Summers

Edna Summers  
Edna Summers

STATE OF INDIANA, KNOX COUNTY, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 7th day of April, 1949, personally appeared the within named George F. Summers and Edna Summers, his wife grantors in the above conveyance, and acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Robert M. Murray Notary Public  
Robert M. Murray

My Commission expires: 31 July, 1951  
Received for record June 9, 1949 at 11:14

*Robert M. Murray*

R.D.C.  
\*\*\*\*\*00000\*\*\*\*\*  
No. 28460  
GRANT

~~THIS INDENTURE WITNESSETH, That Raymond Summers and Ruby Summers, his wife for and in consideration of One Hundred Fifty and 00/100 Dollars (\$150.00) do grant and convey to Franklin, L. Snider, James L. Bateman, Robert C. Graham, Jr., William C. Poust and Homer E. Capehart, the Levee Committee, for the Unit No. 8 Levee District, established in the proceedings of the Daviess Circuit Court of Daviess County, Indiana, entitled "In the matter of the Petition of Thomas Bennington, et al", Cause No. 15,552, the following described tract of real estate which is a necessary addition to the right-of-way described in the new report of the levee commissioners and the judgment of the Daviess Circuit Court approving the same, to-wit:- That part of the North~~



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

THIS AGREEMENT made and entered into this 20<sup>th</sup> day of November, 2013 by and between Robert Summers & Sons, Inc, an Indiana Corporation, Inc. of 7849 N. Summers Road, Edwardsport, IN 47528, hereinafter called LESSOR (whether one or more), and Riverside Petroleum Indiana, LLC, a Delaware Limited Liability Company of 526 W. 14<sup>th</sup> Street, #223, Traverse City, Michigan 49684, hereinafter called LESSEE, WITNESSETH:

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

See Exhibit "A" attached hereto and made a part hereof

Containing 1,058.634 acres, more or less, and all lands and interests therein contiguous or appurtenant to the land specifically described above, that are owned or claimed by LESSOR, or to which LESSOR has a preference right of acquisition, including but not limited to all lands underlying all alleys, streets, roads or highways and all riparian or submerged lands along and/or underlying any rivers, lakes or other bodies of water. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves the underground reservoir. The term "gas" when used in this lease shall mean a mixture of hydrocarbons and of non-hydrocarbons in a gaseous state, which may or may not be associated with oil or coal, and including coal bed methane and those liquids resulting from condensation of gas after it leaves the underground reservoir.

**2. (Term and Operations)** It is agreed that this lease shall remain in force for the primary term of **One (1)** year from this date, and as long thereafter as operations are conducted upon said land with no cessation for more than 90 consecutive days, provided, however, that in no event shall this lease terminate if production of oil and/or gas from a well located on said land, or on lands pooled therewith, has not permanently ceased. If operations commenced during the primary term are discontinued less than 90 days before the end of the term, this lease shall not terminate at the end of the primary term if operations are again conducted within 90 days after the discontinuance. Whenever used in this lease the word "operations" shall refer to any of the following and any activities related thereto: preparing location for drilling, drilling, testing, completing, equipping, reworking, recompleting, deepening, plugging back or repairing of a well in search of or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas whether or not in paying quantities.

**1. (Royalty)** Lessee covenants and agrees to pay the following royalties: (a) To deliver to the credit of Lessor into tank reservoirs or into the pipeline to which Lessee may connect its wells, one-eighth (1/8) of the oil produced and saved from said land, Lessor's interest to bear one-eighth of the cost of treating oil to render it marketable pipeline oil, or from time to time, at the option of Lessee, Lessee may sell the oil produced and saved from said land and pay Lessor one-eighth of the net amount realized by Lessee, computed at the wellhead; (b) To pay Lessor on gas produced from said land (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 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 the 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 the cost and expense 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 handling thereof, between the wellhead and the point of sale. Lessee may use its own pipelines and/or 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. (Shut in) If any well, capable of producing oil and/or gas, whether or not in paying quantities, located on said land, or on lands pooled or communitized with all or part of said land, is at any time shut-in and production therefrom is not sold or used off the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut-in, whether before or after expiration of the primary term. LESSEE shall use reasonable diligence to market oil and/or gas capable of being produced from such shut-in well, but shall be under no obligation to reinject or recycle gas, or to market such oil and/or gas under terms, conditions, or circumstances which in LESSEE's judgement are uneconomic or otherwise unsatisfactory. If all wells on said land, or on lands pooled or communitized with all or part of said land are shut-in, then within 60 days after expiration of each period of one year in length (annual period) during which all such wells are shut-in, LESSEE shall be obligated to pay or tender, as royalty, to LESSOR, (at LESSOR's address), or its successors, as LESSOR's agent, which shall remain as the depository regardless of change in ownership of royalties, shut-in royalties or other money, the sum of \$1.00 multiplied by the number of acres subject to this lease, provided however, that if production from a well or wells is sold or used off the premises before the end of any such period or, if at the end of any such annual period this lease is being maintained in force and effect other than solely by reason of the shut-in wells, LESSEE shall not be obligated to pay or tender said sum of money for that annual period. This shut-in royalty payment may be made in currency, draft or check at the option of LESSEE, and the depositing of such payment in any post office, with sufficient postage and properly addressed to LESSOR, or said bank, within 60 days after expiration of the annual period shall be deemed sufficient payment as herein provided. This lease shall remain in force so long as such well is capable of producing whether or not in paying quantities, and Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due but shall not operate to terminate this Lease.

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

6. (Actual Interest) 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 and extension payment as provided in this lease 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's rights) LESSEE shall have the right to use, free of cost, gas, oil and water produced on said land for LESSEE's operations hereunder, except water from the wells of LESSOR. When requested by LESSOR, LESSEE shall bury LESSEE's pipelines below plow depth. No well shall be drilled nearer than 200 feet from the house or barn now on said land without written consent of LESSOR. LESSEE shall pay for damages caused by LESSEE's operations to growing crops on said land. LESSEE shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing and any other downhole equipment and fixtures.

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

9. (Pooling Clause for Shallow Formations) In addition to the right to pool granted to the Lessee in Paragraph 8 above, for the purpose of promoting the development of hydrocarbon production from shallow formations, as hereinafter defined, Lessee is granted the right to pool or unitize the shallow formations in said land, or any part of said land with other lands, to establish units containing not more than approximately 2,560 acres. "Shallow formations" are defined as geologic formations between the surface of the earth to the top of the Black River Formation and/or Group. 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 the production from shallow formations, except to the extent inconsistent with this paragraph. Lessee may expand the unit to include additional lands until a maximum of 2,560 acres is included in the unit.

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

11. (Operations if land is subdivided) If, after the date hereof, the leased premises shall be conveyed in severalty or in separate tracts, the premises shall, nevertheless, be developed and operated as one lease, except that royalties as to any producing well shall be payable to the owner or owners of only those tracts located within the drilling unit designated by the state regulatory agency for such well and apportioned

among said tracts on a surface acreage basis; provided, however, if a portion of the leased premises is pooled with other lands for the purpose of operating the pooled unit as one lease, this paragraph shall be inoperative as to the portion so pooled or unitized.

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

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

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

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

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

17. (Extension) 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 \_\_\_\_\_ 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 \$\_\_\_\_\_ 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 method of payment of shut-in royalties. If LESSEE exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

18. (Unitization) Lessor agrees to participate in and to execute a unitization agreement as provided by Lessee, pooling this land with other lands to create a production unit(s).

Executed as of the day and year first above written.

LESSOR:

Robert Summers Pres.  
Robert Summers & Sons, Inc., an Indiana Corporation  
By: Robert Summers, President

STATE OF INDIANA )  
) SS ( Acknowledgment )  
COUNTY OF DAVIESS )

STEVEN EDWARD TUCKER  
DAVIESS COUNTY  
NOTARY PUBLIC - INDIANA  
My Commission Expires October 17, 2021  
Commission No. 648358

The foregoing instrument was acknowledged before me this 20th day of November, 2013, by Robert Summers, President of Robert Summers & Sons, Inc., an Indiana Corporation

Steven Edward Tucker  
Steven Edward Tucker, Notary Public  
Notary in Daviess County, Indiana  
Acting in Daviess County, Indiana

My commission expires: October 17, 2021

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

Vickie L. Schuch  
Prepared by: Vickie L. Schuch, 526 W. 14<sup>th</sup> Street, #223, Traverse City, MI 49684 Rev. 3/2007- Indiana Lse  
After recording please return to: Riverside Petroleum Indiana, LLC, 526 W. 14<sup>th</sup> Street, #223, Traverse City, MI 49684

EXHIBIT "A"

Attached and made a part of certain Oil and Gas Lease dated November 20<sup>th</sup>, 2013, by and between Robert Summers & Sons, Inc, an Indiana Corporation, as Lessor and Riverside Petroleum Indiana, LLC, as Lessee.

**Township 4 North, Range 7 West**

Section 8: Part of the East Half of Section Eight (8) in Township Four (4) North, Range Seven (7) West, being also the Northeast Quarter of the East Half of said Section, bounded and described as follows: Beginning at a railroad spike in the center of State Road 358, the same being the Northeast corner of said Section 8, thence South 00 degrees 55 minutes West, 2679.7 feet by deed (South 00 degrees 55 minutes West, 2680.75 feet by survey) to an iron pin, thence North 89 degrees 50 minutes 10 seconds West, 1335.80 feet to an iron pin, thence North 00 degrees 59 minutes 17 seconds East, 2676.99 feet to a P.K. nail in the center of State Road 358, thence East, 1332.50 feet to the point of beginning and containing 82.038 acres, more or less.

Also, Part of the East Half of Section Eight (8) in Township Four (4) North, Range Seven (7) West, being also the Northwest Quarter of the East Half of said Section, bounded and described as follows: Beginning at a railroad spike in the center of State Road 358 at the Northwest corner of aforesaid East Half of Section 8, thence East, 1332.50 feet to a P.K. nail in the center of State Road 358, thence South 00 degrees 59 minutes 17 seconds West, 2676.99 feet to an iron pin, thence North 89 degrees 50 minutes 10 seconds West, 1324.17 feet to an iron pin on the West line of the aforesaid East Half of said Section 8, thence North 00 degrees 48 minutes East, 2679.6 feet by deed (North 00 degrees 48 minutes 40 seconds East, 2673.06 feet by survey) to the point of beginning and containing 81.565 acres, more or less.

Also, Part of the East Half of Section Eight (8) in Township Four (4) North, Range Seven (7) West, being also the Southeast Quarter of the East Half of said Section, bounded and described as follows: Beginning at an iron pin at the Southeast corner of said Section 8, thence North 89 degrees 40 minutes West by deed (North 89 degrees 39 minutes 14 seconds West, 1315.85 feet by survey) to an iron pin in the county road, thence North 00 degrees 59 minutes 17 seconds East, 2676.99 feet to an iron pin, thence South 89 degrees 50 minutes 10 seconds East, 1335.80 feet to an iron pin in the county road, thence South 00 degrees 55 minutes West 1173.30 feet to a P.K. nail in the county road, thence South 01 degrees 47 minutes West 1506.40 feet by deed (South 01 degrees 47 minutes 58 seconds West, 1508.31 feet by survey) to the point of beginning and containing 81.849 acres.

Also, Part of the East Half of Section Eight (8) in Township Four (4) North, Range Seven (7) West begin also the Southwest Quarter of the East Half of said Section, bounded and described as follows: Beginning at the Southwest corner of the East Half of said Section 8, thence North 00 degrees 48 minutes East by deed (North 00 degrees 48 minutes 40 seconds East, 2672.71 feet by survey) to an iron pin on the West line of the aforesaid East Half of said Section 8, thence South 89 degrees 50 minutes 10 seconds East, 1324.17 feet to an iron pin, thence South 00 degrees 59 minutes 17 seconds West, 2676.99 feet to an iron pin in the county road, thence North 89 degrees 40 minute West by deed (North 89 degrees 39 minutes 14 seconds West, 1315.85 feet by survey) to the point of beginning and containing 81.051 acres, more or less.

Section 17: SE/4NW/4; SW/4NE/4

Also, the W/2SE/4

Also, the E/2SE/4

Section 18: The South end of Fractional Northwest Quarter Section Eighteen (18) Township Four (4) North, Range Seven (7) West, more particularly described as follows: Beginning at the Southeast corner of Fractional Northwest Quarter Section Eighteen (18) Township Four (4) North Range Seven (7) West and running from thence West with half section line a distance of Two Thousand Fifty-Four (2054) feet to the East bank of the West fork of White River, which point is Two Thousand Six Hundred Eight-six and nine-tenths (2686.9) feet South of the North line of said Section, thence in a Northeasterly direction with the East bank of said river to a point which is Thirteen Hundred Ninety-one and two-tenths (1391.2) feet North of half section line, and which point is Twelve Hundred Ninety-five and seven-tenths (1295.7) feet South of North line of said Fractional Northwest Quarter of Section Eighteen (18) Township Four (4) North Range Seven (7) West, thence East a distance of Seventeen Hundred Ninety-four (1794) feet to the half section line, thence South with the half section line a distance of Thirteen Hundred Ninety-three and seven-tenths (1393.7) feet to the place of beginning, containing Sixty-one and sixty-six hundredths (61.66) acres, more or less.

Also, N/2SE/4

**Township 4 North, Range 8 West**

Section 11: N/2SE/4SE/4. Also, a plot of ground Thirty-two (32) feet in width abutting the public highway and One Hundred Seventy-eight (178) feet deep in the Northeast corner of the south one-half of the Northeast Quarter of the Southeast Quarter of Section Eleven (11), Township Four (4) North Range Eight (8) West.

Also, the E/2NE/4SW/4 which lays South and East of the right of way line of the I & V Railroad, containing 5.68 acres, more or less.

Also, Part of the Northwest Quarter of the Southeast Quarter of Section Eleven (11) Township Four (4) North, Range Eight (8) West, bounded and described as follows, to wit Beginning at the Northeast corner of said Northwest Quarter of the Southeast Quarter of said Section Eleven (11), thence westerly along the half section line of said Section to its intersection with the Southeast Right-of-way line of the I & V RR, thence south 56.5 degrees West along said Southeast right-of-way

line to its intersection with the West line of the Southeast Quarter of said Section, thence southerly along said half-section line to the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section, thence easterly along the quarter-quarter Section line to the Southeast corner of the said Northwest Quarter of the Southeast Quarter of said Section, thence northerly along the quarter-quarter Section line, to the place of beginning, containing 33 acres, more or less.

Section 12: N/2NW/4SW/4, S/2SE/4SW/4, LESS AND EXCEPT, Part of the North half of the Northwest Quarter of the Southwest Quarter of Section Twelve (12), Township Four (4) North, Range Eight (8) West, Knox County, Indiana, described as follows: Commencing at an iron pin found at the Southwest corner of the Southwest Quarter of said Section 12, thence North 0 degrees 00 minutes 00 seconds East (the assumed bearing upon which this description is based) 2401.53 feet to a point on the West line of said Section 12 and the point of beginning of this description, thence North 0 degrees 00 minutes 00 seconds East 183.06 feet to a point in the road, thence North 90 degrees 00 minutes 00 seconds East 23.56 feet to a corner post on the South right-of-way line of State Road 358, thence North 46 degrees 50 minutes 49 seconds East 60.12 feet to a point on the South right-of-way line of State Road 358, thence with said right-of way North 89 degrees 15 minutes 55 seconds East 516.26 feet, thence South 0 degrees 00 minutes 00 seconds East 230.81 feet, thence North 90 degrees 00 minutes 00 seconds West 583.64 feet to the point of beginning and containing 3.000 acres, more or less. Situated in Vigo Township, Knox County, Indiana.

Township 4 North, Range 8 West, 2<sup>nd</sup> P M

Section 36: Lot Number Two (2) of Fractional Section Number Thirty-Six (36), Township Four (4) North, Range West, containing 40 acres, more or less.

Also, Five (5) acres in the Northeast corner of Lot Number Three (3) of said Fractional Section Thirty-six (36), bounded as follows: Beginning at a Cottonwood 20 LD on the Bank of the White River being Northeast corner of said Lot Number Three (3), thence West 18.30 chains to a stake, thence South 3.40 chains to a stake, thence East 11.30 chains White River, thence up River to the beginning.

Lot Number Three (3) of Fractional Section Number Thirty-six (36), Township Four (4) North, Range Eight (8) West, containing 48.60 acres, Except 7.60 acres taken the same width the entire length off the South side of said Lot Number Three (3) and EXCEPT 5 acres taken off the Northeast corner of said Lot by the following described boundary, to wit: Beginning at the Northeast corner of said Lot Number Three (3), thence West 18.30 chains to a stake, thence South 3.40 chain to a stake, thence 11.30 chains to the White River, thence along said River to the beginning, leaving herein contained after said exceptions 36 acres.

Also, Lot Number One (1) in Fractional Number thirty-six (36), Township Four (4), Range Eight (8) West, containing 56.18 acres, more or less, EXCEPTING THEREFROM all that part of the Northeast Quarter of Section Thirty-six (36), Township Four (4) North, Range Eight (8) West, lying West of White River and East of the West line of the right-of-way of the proposed cut-off known as pilot channel No. 2, as surveyed and described in the right-of-way maps, plans, and profile prepared by the United States Engineer, Approved by C C Noble, the District Engineer, under date of November 1959, which are referred to and incorporated here in, containing 25.42 acres, more or less.

Also, Ninety (90) rods of equal width across the entire North end of the Southwest Fractional Quarter of Section Number Thirty-six (36), Township Four (4) North, Range Eight (8) West, lying North and West of White River.

Also, 7.6 acres of equal width taken the entire length off the South side of the South half of the Northwest Fractional Quarter of Section Thirty-six (36), Township Four (4) North, Range Eight (8) West.

Situated in Vigo South Township, Know County, Indiana

Township 4 North, Range 8 West, 2<sup>nd</sup> P M

Section 26: N/2 NE/4

Also, a strip of land taken off the East side of the Northwest Fractional Quarter of said Section 26, Township 4 North, Range 8 West, containing in all 99.40 acres, more or less.

**Lease Riders**

Lessee shall be responsible for and shall pay Lessor for any and all damages to Lessor's land and for actual damages to livestock, growing crops, trees, fences, roads, culverts, tiles, improvements or other property of Lessor which damages may be caused by or result from the operations of Lessee hereunder. Lessor agrees to provide Lessee with tile maps, if any, and will instruct Lessee as to the approximate known location of tile prior to commencement of operations. Upon the abandonment of any well or structure or facility on said land, Lessee will remove said structure or facility and any above ground equipment and appurtenances thereto, and Lessee shall restore the leased premises, as near as is reasonably practicable, to the same condition in which said land existed prior to the commencement of operations hereunder, within a reasonable time. In the case of pipelines, Lessee shall have the right to plug any abandoned line so as to materially prevent the flow of fluid at the time of plugging, and to leave such plugged line in place, whereafter Lessee shall be deemed to have discharged all duties and liabilities with respect to such pipeline, and ownership shall pass to the Lessor.

Lessor and Lessee shall mutually agree as to the location of access roads, drillsites, facilities, pipelines or power lines in cultivated fields, however Lessor shall not attempt to prohibit such construction or make unreasonable requests of Lessee with intent to prohibit or delay such construction. Specifically, Lessee may locate such constructions approximately along

the shortest route from the well to existing access road or pipelines, or power off-take at such position as provided by the relevant utility provider, as the case may be.

Specifically to include all riparian and littoral rights of lessor, including any meander lands, lands derived by accretions, to otherwise contiguous lands which may be owned by or claimed by lessor, whether or not they are specifically described above.

Lessee agrees to pay the sum of \$1,000 which is payable on or before commencement of operations as a location fee for the purpose of drilling the first well located on the lease, as damages for a pad of up to 225' by 225' or equivalent area and the access road thereto.

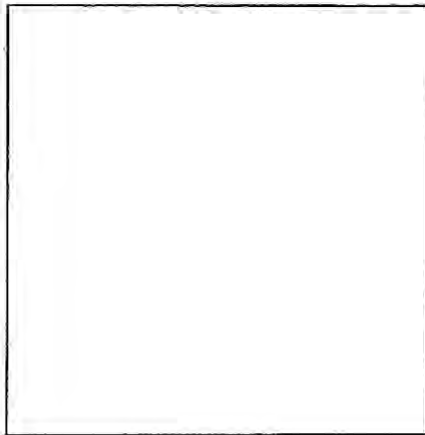
With reference to the first well drilled on the lease, Lessee shall pay Lessor \$30.00 per rod as damages for such lines used in Lessee's operation and any subsequent line pertaining to the first well shall be compensated at the same rate, which payment shall serve as consideration for an easement to lay lines and defrayment of damages. If more than one line is laid in the same trench or in trenches within 10' (ten feet) of each other at the same time, such shall be considered as a single line for the purposes of this clause. Damages shall include a 30' wide temporary construction area, approximately centered on the pipeline.

This Oil and Gas Lease is a "Top Lease" and is subordinate to that certain Oil and Gas Lease executed by Robert Summers & Sons, Inc., an Indiana Corporation, as Lessor, dated November 23, 2003, recorded as Instrument #04-0511, of the Daviess County, Indiana Recorder's Office and recorded as Instrument #04-0659, of the Knox County, Indiana Recorder's Office (hereafter referred to as the "Bottom Lease") which covers the lands that are the subject of this Lease. Notwithstanding anything herein to the contrary, it is understood and agreed that this Top Lease shall be effective and vest upon the expiration of the Bottom Lease.

Prepared by: Vickie L. Schuch, Riverside Petroleum Indiana, LLC, 526 W. 14<sup>th</sup> Street, #223, Traverse City, MI 49684

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document unless require by law.

\_\_\_\_\_  
Vickie L. Schuch



DEED OF EASEMENT

RECEIVED FOR RECORD

This 27th day of Sept 1977

at o'clock 9:20 A.M. and Recorder

Record 218 page 26 Fee \$2.50

THIS INDENTURE WITNESSETH: GEORGE F. SUMMERS

*Wilma H. ...*  
RECORDED, DAVIESS COUNTY

of the County of Knox, in the State of Indiana, for One Dollar and other valuable consideration, receipt of which is hereby acknowledged, convey and warrant to Midwest Natural Gas Corp., an Indiana corporation, having its principal office at 19 Northeast Third Street, Washington, Indiana, a permanent right of way and easement, with ingress and egress to and from the land hereinafter described, for the purpose of laying, maintaining, operating, and repairing underground pipelines for the transportation of natural gas over, across, through, and under real estate situated in Daviess County, Indiana, described as follows, to-wit:-

A ten (10) foot permanent easement and a thirty-four (34) foot construction easement, the centerline of which is more particularly described as follows: Seventeen (17) feet North and Two Thousand Fifty-Four (2054) feet West of the Southeast corner of the Northwest Fractional Quarter of Section 18, Township 4 North, Range 7 West, the same being the East bank of the West fork of White River, thence running in an Eastwardly direction to the centerline of the County Highway.

TO HAVE AND TO HOLD The same unto the said grantee, its successors and assigns forever.

The grantors, his heirs, and assigns are to have the full use of the premises described by said permanent easement, except such use shall not be inconsistent for the use for which this easement is granted, and grantee hereby agrees to pay any damage which may arise to said premises from laying, maintaining, and operating said pipeline, said damages if not mutually agreed upon are to be ascertained, and determined by three disinterested persons, one thereof to be appointed by the grantor his heirs, or assigns, one by the said grantee, its successors or assigns, and a third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

IN WITNESS WHEREOF, the grantor(s) has ~~(have)~~ hereunto set his hand(s) and seal(s) this 23rd day of September, 1977.

*George F. Summers*  
GEORGE F. SUMMERS

STATE OF INDIANA DAVIESS COUNTY, SS:

Personally appeared before me, the undersigned Notary Public in and for said County and State, this 23rd day of September, 1977, the above

George F. Summers

and acknowledged execution of the foregoing Deed of Easement.

*Walter Arnett*  
Notary Public  
Walter Arnett

My Commission expires:  
5-23-81



This instrument prepared by Jack E. Hayes, Attorney



INST. NO. 05-3807  
 RECEIVED FOR RECORD  
 This 25 day of June 20 05  
 at 114 Fee 97.0

*Marcella A. Flint*  
 RECORDER DAVIESS COUNTY

**RIGHT-OF-WAY AGREEMENT**

STATE OF INDIANA }  
 } :ss KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF DAVIESS }

That the undersigned, Robert Summers & Sons, Inc. an Indiana Corporation, whose address is 7849 N. Summers Road, Edwardsport, IN 47528 hereinafter called GRANTOR (whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, docs hereby GRANT, BARGAIN, SELL and CONVEY unto El Paso Production Company, its successors and assigns, hereinafter called GRANTEE, whose address is 1001 Louisiana Street, Houston, Texas 77002, a thirty foot (30') wide (50' during construction) right-of-way and easement along a route, as more particularly described by centerline description in Exhibit "A" and depicted on the plat labeled Exhibit "B", both attached hereto and made a part hereof to construct, maintain, operate, repair, alter, replace, change the size of and remove pipelines, across, under and upon the lands of Grantor, in the county of Daviess, State of Indiana, to wit:

Township 4 North, Range 7 West, 2nd P.M.  
Section 18: S/2NW/4

The GRANTEE shall have all the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limited to, the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the use of said pipelines. GRANTEE may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction, maintenance, repair, removal, or replacement of its facilities; provided, Grantee shall be obligated to pay for all crop and land surface damages as set out below arising out of such use.

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or useful to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purposes of constructing, inspecting, repairing, maintaining, replacing and removing the property of GRANTEE herein described; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipelines below normal plow depth and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Grantee's agreement to bury all pipelines shall in no way restrict Grantee from installing above ground appurtenant facilities (markers, risers, headers, block valves, cathodic protection equipment, electrical power lines, etc.) necessary for the operation of said pipelines; however Grantee agrees to reasonably attempt to locate said appurtenant facilities so as to minimize the impact of same to Grantor's use of the lands covered herein. It is understood and agreed that the consideration herein paid does include payment of the initial, foreseeable construction damages. GRANTOR herein agrees not to change the grade over such pipelines or permit any party other than GRANTEE to change such grade. Before GRANTOR allows any party other than GRANTEE to excavate or dig in any manner in the vicinity of the pipelines, GRANTOR shall (1) point out the exact location of said pipelines to such party and (2) tell such party about this requirement that the grade over the pipelines is not to be changed.

This agreement shall be binding upon and shall be for the benefit of the heirs, successors, representatives and assigns of GRANTOR AND GRANTEE, whether assigned, devised, bequeathed, or otherwise transferred in whole or in part by the parties hereto, and the agreements herein contained shall be covenants running with the land.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

This instrument may be executed in multiple counterparts, all of which shall be construed together as one original instrument, and the signature and acknowledgement pages of several counterparts may be combined with the body of one counterpart, all of which shall be construed together as one original instrument, and the signature and acknowledgment pages of several counterparts may be combined with the body of one counterpart for recording purposes.

IN WITNESS WHEREOF, this instrument is executed on this 25<sup>th</sup> day of June, 2005.

Robert Summers & Sons, Inc. an Indiana Corporation

*Randy K. Summers*  
 Randy K. Summers  
 Title: Secretary/Treasurer

*Robert H. Summers*  
 Attest By:  
 Title:


CORPORATE ACKNOWLEDGEMENT

STATE OF Indiana }  
COUNTY OF Knox } :ss

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 25<sup>th</sup> day of JUNE, 2005, personally appeared Randy R. Summers to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Secretary-Treasurer and acknowledged that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: 3-9-2012

  
Notary Public

Prepared By: Transcontinent Oil  
3715 OT01



**SYLVESTER ROBINSON III**  
Resident of Perry County, IN  
Commission Expires: March 09, 2012

## **Exhibit "A"**

**Attached to and made a part of that certain Right-of-Way Agreement by and between Robert Summers & Sons, Inc. an Indiana Corporation, as Grantor and El Paso Production Company, as Grantee.**

### **CENTERLINE DESCRIPTION PROPOSED PIPELINE EASEMENT DAVISS COUNTY, INDIANA**

CENTERLINE DESCRIPTION of a pipeline easement, in, over, across and through a tract of land known as the S/2NW/4 in Section 18, Township 4N Range 7W, Daviess County, Indiana. Said centerline description is more particularly described as follows:

Township 4 North, Range 7 West, 2nd P.M.

Section 18: A pipeline right of way running through and across the S/2NW/4 and located as shown on the plat attached and labeled as EXHIBIT B.

TOTAL LENGTH: 1967.46 Lineal Feet or 119.24 Rods, more or less.

#### **RIGHT-OF-WAY AGREEMENT RIDER**

For the purposes of this agreement, the parties hereto agree that Grantee's promise "to bury all pipelines below normal plow depth" shall mean that all pipelines shall be buried to such sufficient depth that there shall be no less than forty-eight inches (48") of cover between the surface of Grantor's lands and the uppermost portion of Grantee's pipelines.

SEC. 7

SEC. 18

SITUATED IN THE NORTHWEST QUARTER OF SECTION 18,  
TOWNSHIP 4 NORTH, RANGE 7 WEST  
STEELE TOWNSHIP, DAVIESS COUNTY, INDIANA

JAMES BRADLEY SUMMERS, BRIAN RAY SUMMERS,  
LOU ANN LINDSEY, BILLY F. SUMMERS,  
& BENJAMIN M. SUMMERS  
INST. #03-0411

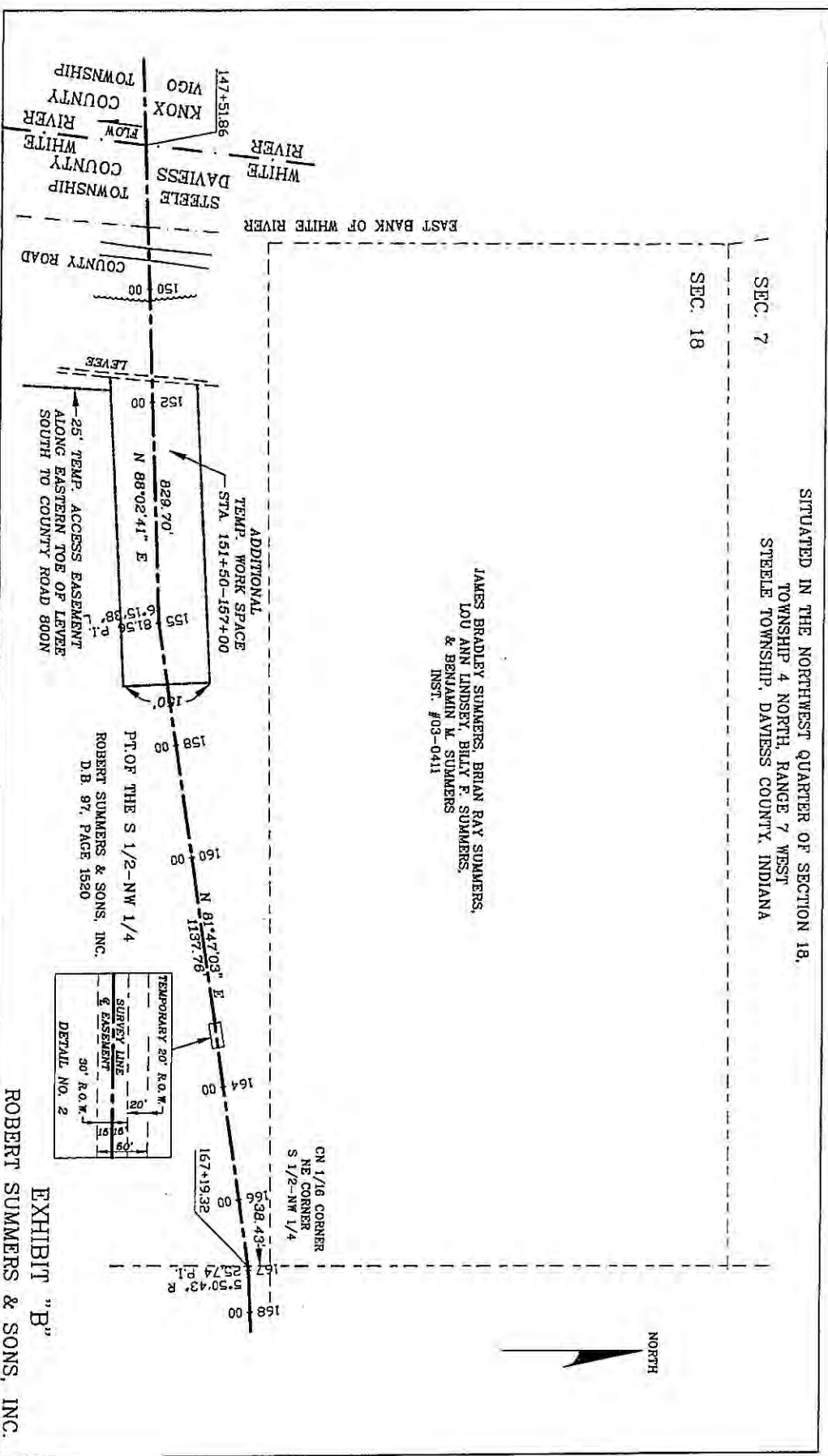


EXHIBIT "B"  
ROBERT SUMMERS & SONS, INC.

CORPORATE RESOLUTION

Whereas, we, the Board of Directors of Robert Summers and Sons, Inc., an Indiana Corporation, which is the owner of approximately 61.7 acres of land located in Daviess County, Indiana, to wit:

Township 4 North, Range 7 West,  
Section 18: S/2 NW/4

are this day in a special meeting assembled; and,

Whereas, El Paso Production Company is desirous of securing a right-of-way and easement from June 25, 2005, presented to us this day, the said Board of Directors of said corporation, a written and printed form for our approval setting out the terms and conditions of said proposed right-of-way and easement, and

Whereas, we, the said Board of Directors, feel that it will be to the benefit and best interests of said corporation and all persons interested therein that said lease be executed.

Now therefore be it resolved, that the Board of Directors, and they hereby are authorized, instructed, and directed to enter into a right-of-way and easement in the name of and in behalf of this company with El Paso Production Company from June 25, 2005, for the lands, price, terms and conditions contained in the written right-of-way easement submitted, a true and exact copy, which is now on file in the company office with the said Corporation. State of Indiana, County of Knox, Randy R. Summers, Secretary/Treasurer, does hereby certify that the above and foregoing resolution is a true and correct copy of a resolution of the Board of Directors of said company, duly adopted at a special meeting of said Board of Directors held on the 25th day of June, 2005, at its principal offices located at Knox County, Indiana, at which said meeting the entire Board of Directors of said corporation were present: that at the said meeting, said resolution was regularly proposed, voted upon, and adopted by the unanimous vote of all said Directors.

Witness our hands and seal of said corporation this 25th day of June, 2005.

Randy Summers  
Robert Summers and Sons, Inc.  
an Indiana Corporation  
By: Randy R. Summers, Secretary/Treasurer

George Summers  
Attest By:  
Title

CORPORATE SEAL:

INST. NO. 05-3808  
RECEIVED FOR RECORD  
This 25 day of Aug 20 05  
at 115 Fee 12.0

*Marcella A. Hunt*  
RECORDER DAVIESS COUNTY

**RIGHT-OF-WAY AGREEMENT**

STATE OF INDIANA }  
                          } :ss  
COUNTY OF DAVIESS }

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Robert Summers & Sons, Inc. an Indiana Corporation, whose address is RR 1, Box 192, Edwardsport, IN 47528 hereinafter called GRANTOR (whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto El Paso Production Company, its successors and assigns, hereinafter called GRANTEE, whose address is 1001 Louisiana Street, Houston, Texas 77002, a thirty foot (30') wide (50' during construction) right-of-way and easement along a route, as more particularly described by centerline description in Exhibit "A" and depicted on the plat labeled Exhibit "B", both attached hereto and made a part hereof to construct, maintain, operate, repair, alter, replace, change the size of and remove pipelines, across, under and upon the lands of Grantor, in the county of Daviess, State of Indiana, to wit:

Township 4 North, Range 7 West, 2nd P.M.  
Section 8: SE/4

The GRANTEE shall have all the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limited to, the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the use of said pipelines. GRANTEE may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction, maintenance, repair, removal, or replacement of its facilities; provided, Grantec shall be obligated to pay for all crop and land surface damages as set out below arising out of such use.

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or useful to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purposes of constructing, inspecting, repairing, maintaining, replacing and removing the property of GRANTEE herein described; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipelines below normal plow depth and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. Grantec's agreement to bury all pipelines shall in no way restrict Grantec from installing above ground appurtenant facilities (markers, risers, headers, block valves, cathodic protection equipment, electrical power lines, etc.) necessary for the operation of said pipelines; however Grantec agrees to reasonably attempt to locate said appurtenant facilities so as to minimize the impact of same to Grantor's use of the lands covered herein. It is understood and agreed that the consideration herein paid does include payment of the initial, foreseeable construction damages. GRANTOR herein agrees not to change the grade over such pipelines or permit any party other than GRANTEE to change such grade. Before GRANTOR allows any party other than GRANTEE to excavate or dig in any manner in the vicinity of the pipelines, GRANTOR shall (1) point out the exact location of said pipelines to such party and (2) tell such party about this requirement that the grade of over the pipelines is not to be changed.

This agreement shall be binding upon and shall be for the benefit of the heirs, successors, representatives and assigns of GRANTOR AND GRANTEE, whether assigned, devised, bequeathed, or otherwise transferred in whole or in part by the parties hereto, and the agreements herein contained shall be covenants running with the land.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

This instrument may be executed in multiple counterparts, all of which shall be construed together as one original instrument, and the signature and acknowledgement pages of several counterparts may be combined with the body of one counterpart, all of which shall be construed together as one original instrument, and the signature and acknowledgment pages of several counterparts may be combined with the body of one counterpart for recording purposes.

IN WITNESS WHEREOF, this instrument is executed on this 25<sup>th</sup> day of June, 2005.

Robert Summers & Sons, Inc. an Indiana Corporation

*Randy R. Summers Sec/Treas*  
Randy R. Summers  
Title: Secretary/Treasurer

*Robert R Summers*  
Attest By:  
Title:

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Indiana )  
 )  
COUNTY OF Knox ) :ss  
 )

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 25<sup>th</sup> day of June, 2005, personally appeared Randy Summers to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Secretary-Treasurer and acknowledged that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: 3-9-2012

Sylvester Robinson III  
Notary Public

Prepared By: Transcontinent Oil  
3714 0T01



**SYLVESTER ROBINSON III**  
Resident of Perry County, IN  
Commission Expires: March 09, 2012

## **Exhibit "A"**

**Attached to and made a part of that certain Right-of-Way Agreement by and between Robert Summers & Sons, Inc. an Indiana Corporation, as Grantor and El Paso Production Company, as Grantee.**

### **CENTERLINE DESCRIPTION PROPOSED PIPELINE EASEMENT DAVISS COUNTY, INDIANA**

CENTERLINE DESCRIPTION of a pipeline easement, in, over, across and through a tract of land known as the SE/4 in Section 08, Township 4N Range 7W, Daviess County, Indiana. Said centerline description is more particularly described as follows:

Township 4 North, Range 7 West, 2nd P.M.

Section 8: A pipeline right of way running through and across the SE/4 and located as shown on the plat attached and labeled as EXHIBIT B.

TOTAL LENGTH: 2657.6 Lineal Feet or 161.07 Rods, more or less.

#### **RIGHT-OF-WAY AGREEMENT RIDER**

For the purposes of this agreement, the parties hereto agree that Grantee's promise "to bury all pipelines below normal plow depth" shall mean that all pipelines shall be buried to such sufficient depth that there shall be no less than forty-eight inches (48") of cover between the surface of Grantor's lands and the uppermost portion of Grantee's pipelines.



SITUATED IN THE SOUTHEAST QUARTER OF SECTION 8,  
TOWNSHIP 4 NORTH, RANGE 7 WEST  
STEELE TOWNSHIP, DAVIESS COUNTY, INDIANA

SE 1/4

ROBERT SUMMERS & SONS, INC.  
D.B. 144, PAGE 338

TRIPLE S FARMS, INC.  
D.B. 134, PAGE 334

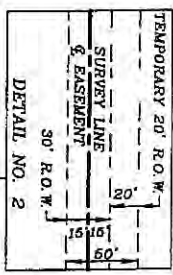
ADDITIONAL 100' X 100'  
TEMP. WORK SPACE  
ON NORTH SIDE  
STA. 227+58-228+58  
EQ. STA. 229+39.68 AH  
229+72.27 BK

ADDITIONAL 100' X 100'  
TEMP. WORK SPACE  
ON SOUTH SIDE  
STA. 226+50-227+50

MICHAEL P. COPLAN, CATHERYN R. ANTKOWIAK,  
MARTYS I. WILLIAMS, ROBERT C. HUBBARD, JR.,  
ALICE HUBBARD SEMERHAL  
& SUSAN SHANE STOKELY  
D.B. 141, PAGE 204

RICHARD I. WADE  
& SANDRA JEAN WADE  
INST. #02-1379

CARL A. WADE  
& SHEILA A. WADE  
INST. #02-1583



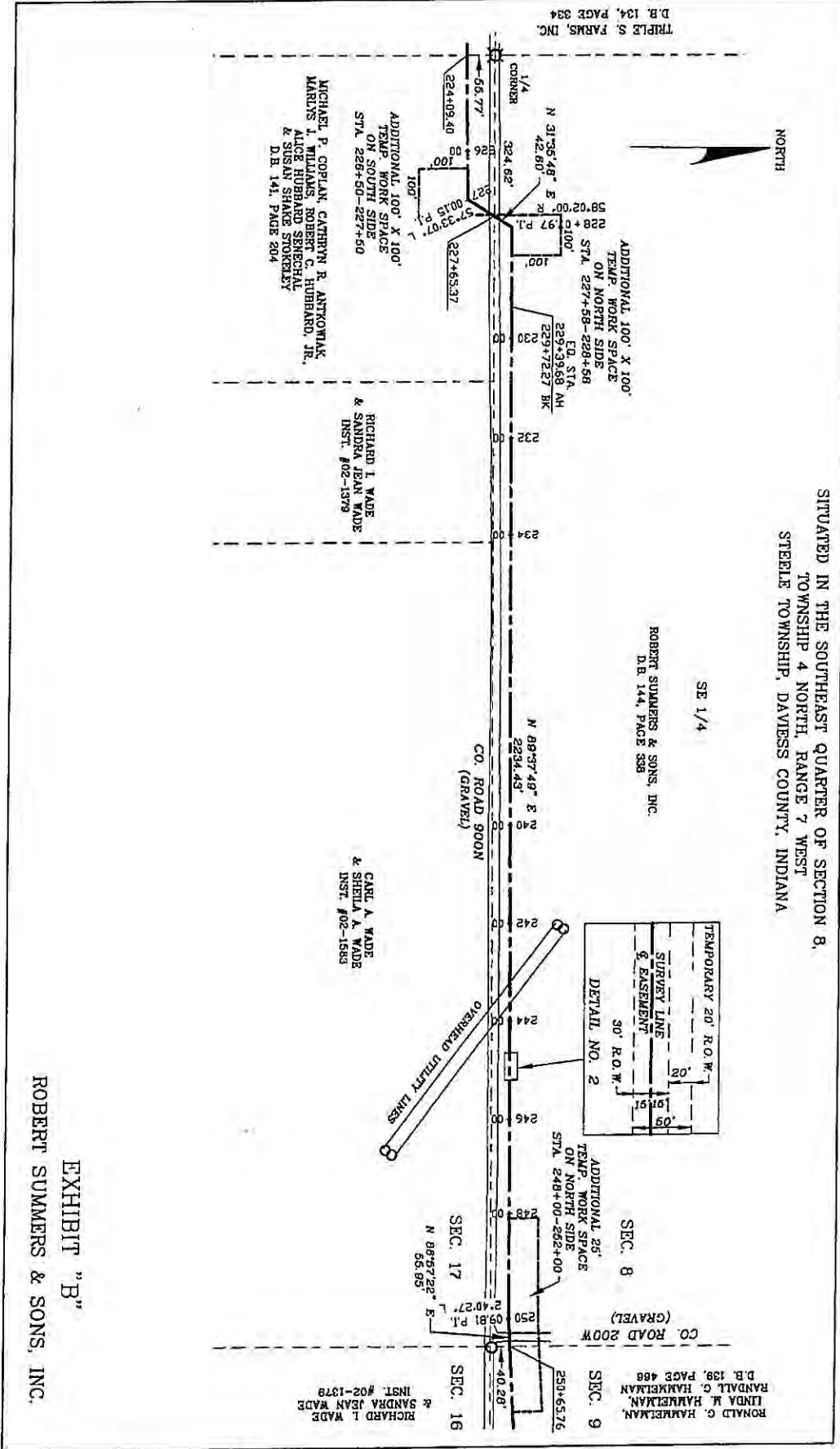
CO. ROAD 900N  
(GRAVEL)

SEC. 8  
(GRAVEL)  
CO. ROAD 200W

SEC. 9  
RONALD C. HARRKELMAN,  
LINDA H. HARRKELMAN,  
D.B. 139, PAGE 466

SEC. 16  
RICHARD I. WADE  
& SANDRA JEAN WADE  
INST. #02-1379

EXHIBIT "B"  
ROBERT SUMMERS & SONS, INC.



CORPORATE RESOLUTION

Whereas, we, the Board of Directors of Robert Summers and Sons, Inc., an Indiana Corporation, which is the owner of approximately 160 acres of land located in Daviess County, Indiana, to wit:

Township 4 North, Range 7 West,  
Section 8: SE/4

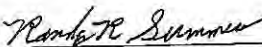
are this day in a special meeting assembled; and,


Whereas, El Paso Production Company is desirous of securing a right-of-way and easement from June 25, 2005, presented to us this day, the said Board of Directors of said corporation, a written and printed form for our approval setting out the terms and conditions of said proposed right-of-way and easement, and

Whereas, we, the said Board of Directors, feel that it will be to the benefit and best interests of said corporation and all persons interested therein that said lease be executed.

Now therefore be it resolved, that the Board of Directors, and they hereby are authorized, instructed, and directed to enter into a right-of-way and easement in the name of and in behalf of this company with El Paso Production Company from June 25, 2005, for the lands, price, terms and conditions contained in the written right-of-way easement submitted, a true and exact copy, which is now on file in the company office with the said Corporation. State of Indiana, County of Knox, Randy R. Summers, Secretary/Treasurer, does hereby certify that the above and foregoing resolution is a true and correct copy of a resolution of the Board of Directors of said company, duly adopted at a special meeting of said Board of Directors held on the 25th day of June, 2005, at its principal offices located at Knox County, Indiana, at which said meeting the entire Board of Directors of said corporation were present: that at the said meeting, said resolution was regularly proposed, voted upon, and adopted by the unanimous vote of all said Directors.

Witness our hands and seal of said corporation this 25th day of June, 2005.

  
Robert Summers and Sons, Inc.  
an Indiana Corporation  
By: Randy R. Summers, Secretary/Treasurer

  
Attest By:  
Title:

CORPORATE SEAL:

INST. NO. 10-4249  
RECEIVED FOR RECORD  
This 24 day of September 20 10  
at 09:36 Fee \$3.00

*Mirabella O. Hunt*  
RECORDER DAVIESS COUNTY

**EASEMENT AND RIGHT-OF-WAY AGREEMENT**

STATE OF INDIANA }  
 } :SS  
COUNTY OF DAVIESS }

FOR AND IN CONSIDERATION OF TEN & 00/100ths DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to Robert Summers and Sons, Inc. whose address is 7849 N. Summers Rd., Edwardsport, IN 47528("GRANTOR"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey to El Paso E&P Company, L.P. ("GRANTEE"), of 1001 Louisiana Street, Houston, TX 77002, its successors or assigns, a pipeline and road right-of-way easement to construct, maintain, alter, inspect, repair, replace, change the size of, operate, and remove a pipeline and from time to time add additional pipeline or pipelines, drips, valves, cathodic-equipment, and all appurtenances convenient for the maintenance and operation of said lines and for the transportation of oil, gas, or other substances therein, under, on, over and through the premises hereinafter described, and the Grantee is granted the right of ingress and egress, over and across said road and lands for any purpose necessary or incidental to the operating and maintaining of said pipeline.

The said right-of-way shall be located over and across the following described lands owned by the Grantor in Daviess County, State of Indiana, to-wit:

Township 4 North, Range 7 West, 2<sup>nd</sup> P.M.  
Section 17: Pt SE/4  
Section 8: Pt SE/4

as more particularly described by centerline description in Exhibit "A" and depicted on the plat labeled Exhibit "B", both attached hereto and made a part hereof.

To have and to hold said easements, rights, and right-of-way unto the said Grantee, its successors and assigns.

Grantee to have the right to select, change or alter the routes of all pipelines and roads herein authorized to be laid under, upon, over and through the above described premises. All pipelines installed hereunder shall be buried below plow depth. Grantor shall not place anything over or so close to any pipeline, road, or other facility of Grantee as will be likely to interfere with Grantee's access thereto by use of equipment of means customarily employed in the maintenance of pipelines. Grantee to pay for all damage to growing crops, drainage tile and fences of Grantor arising out of the construction or repair of any of the pipelines, roads, and facilities herein authorized to be maintained and operated by Grantee. This easement shall not exceed twenty (20') feet for construction and thirty (30') feet permanent easement

The foregoing sets out the entire agreement between Grantor and Grantee, and supersedes any prior oral or written agreements or negotiations not set out in writing herein or in the oil and gas lease covering the above described lands. No provisions of this agreement shall be modified, altered or waived except by written amendment executed by the parties or their representatives as set forth below.

For the same consideration, the undersigned agree to account to any party who may be entitled to any portion of the aforementioned sum, and to indemnify and hold harmless El Paso E&P Company, L.P. its successors and assigns, from any claim by any other party for damages to the above described lands and the improvements and crops and other things situated thereon.

Grantor shall be held harmless from any claim or demand made on the grounds of damage to property or injury to or death of persons, arising out of Grantee's exercise of the rights herein granted.

This agreement shall terminate within six (6) months after cessation of use by Grantee, at which time Grantee agrees to restore the surface of said land as nearly as is reasonably practical to its original condition.

This agreement shall be binding upon the successors and assigns of the parties hereto and shall be deemed to be a covenant running with the lands described above.

IN WITNESS WHEREOF, the GRANTOR and GRANTEE herein named have hereunto set their hand and seal this 23<sup>rd</sup> day of September, 2010.

Robert Summers & Sons, Inc. an Indiana Corporation

Randy R. Summers  
Randy R. Summers  
Title: Secretary/Treasurer

Sec./Treas  
Attest By:  
Title:

**ACKNOWLEDGEMENT**

STATE OF INDIANA }  
  } :SS  
COUNTY OF DAVIESS }

BEFORE me, the undersigned, a Notary Public in and fore said County and State, on this 23<sup>rd</sup> day of September, 2010, personally Randy R. Summers to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as a free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: 11-12-2014 G. Jill Winkel  
Notary Public



G. JILL WINKEL  
Resident of Daviess County, IN  
Commission Expires: November 12, 2014

Prepared By: Transcontinent Oil Company  
I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.  
Ned Duncan  
Ned Duncan

# Landmark Surveying Co., Inc.

Darren L. Helms, P.L.S., PRESIDENT  
Dennis N. Helms, P.L.S., VICE PRESIDENT



15 N.E. 3rd Street  
Washington, Indiana 47501  
Phone: 812-257-0950  
Fax: 812-257-0953  
Email: landmark97@sbcglobal.net

## Exhibit "A"

(Revised August 11, 2010)

<u>Landowner:</u>	Robert Summers & Sons, Inc.	<u>Date:</u>	August 17, 2009
<u>Client:</u>	El Paso E&P Company, L.P.	<u>Project No.:</u>	09-03-0131
<u>Client's Address:</u>	1001 Louisiana Street, Room E-2143A, Houston, Texas 77002	<u>Pipeline:</u>	S&C Myers - Revision 2

Attached to and made a part of that certain Right of Way Agreement by and between Robert Summers & Sons, Inc., as Grantors, and El Paso E&P Company, L.P., as Grantee.

### Right of Way Description

That portion of the Southeast Quarter of Section 17, Township 4 North, Range 7 West of the Second Principal Meridian lying in Steele Township, Daviess County, Indiana; being a strip of land 30 feet wide lying 15 feet on each side of the following described centerline:

**COMMENCING** at the southwest corner the Southeast Quarter of the Southeast Quarter of said Section 17; thence South 89 degrees 16 minutes 17 seconds East, along the south boundary of said quarter-quarter section, 40.01 feet to the **POINT OF BEGINNING** of this description: thence North 01 degrees 07 minutes 20 seconds East 1315.16 feet to the south boundary of the Northeast Quarter of the Southeast Quarter of said section; thence continuing North 01 degrees 07 minutes 20 seconds East 1339.82 feet to the north boundary of the Northeast Quarter of the Southeast Quarter of said section and being the terminus point of said centerline. The sidelines of the right of way are to be shortened or lengthened to terminate on the south boundary of the Southeast Quarter of the Southeast Quarter of said section and on the north boundary of the Northeast Quarter of the Southeast Quarter of said section. The bearing system of this description is based upon the Indiana State Plane Coordinate System, West Zone, NAD 1983 (1997). This description is based upon a route survey completed by Landmark Surveying Co., Inc. and certified by Dennis N. Helms, P.L.S. 29800008 on August 17, 2009.

**TOGETHER WITH** a 20-foot wide temporary construction right of way, as shown on Exhibit "B".

Net length of right of way centerline: 2,654.98 feet or 160.91 rods.

**ALSO**, that portion of the Southeast Quarter of Section 8, Township 4 North, Range 7 West of the Second Principal Meridian lying in Steele Township, Daviess County, Indiana; being a strip of land 30 feet wide lying 15 feet on each side of the following described centerline:

**COMMENCING** at the southwest corner the Southeast Quarter of the Southeast Quarter of said Section 8; thence North 89 degrees 40 minutes 02 seconds East, along the south boundary of said quarter-quarter section, 40.00 feet to the **POINT OF BEGINNING** of this description: thence North 00 degrees 16 minutes 16 seconds East 60.00 feet; thence North 89 degrees 40 minutes 02 seconds East 1285.94 feet to the east boundary of said section and being the terminus point of said centerline. The sidelines of the right of way are to be shortened or lengthened to terminate on the south and east boundaries of said quarter-quarter section and to meet at all angle points. The bearing system of this description is based upon the Indiana State Plane Coordinate System, West Zone, NAD 1983 (1997). This description is based upon a route survey completed by

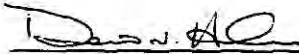
Landmark Surveying Co., Inc. and certified by Dennis N. Helms, P.L.S. 29800008 on August 17, 2009 (revised August 11, 2010).

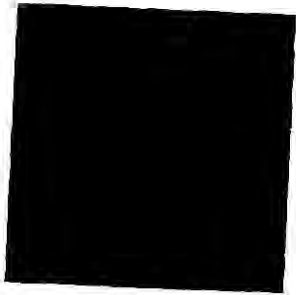
**TOGETHER WITH** a 20-foot wide temporary construction right of way, as shown on Exhibit "B".

Net length of right of way centerline: 1345.94 feet or 81.57 rods.

**Revised length of right of way centerline: 1290.94 feet or 78.24 rods.**

**Combined length of revised right of way centerline: 4000.92 feet or 242.48 rods**

  
Dennis N. Helms, P.L.S. 29800008



**Situated in Section 17, Township 4 North, Range 7 West  
Steele Township, Daviess County, Indiana**

NW 1/4, NE 1/4  
Section 20, T4N, R7W

William J. Robinson  
Instr. No. 05-0628

**P.O.C.**

SW Corner  
SE 1/4, SE 1/4  
Sec. 17-T4N-R7W  
1-1/4" pipe w/cop  
D.N. HELMS PLS  
29800008" set  
thru sandstone

SW 1/4, SE 1/4  
Section 17, T4N, R7W

Robert Summers & Sons, Inc.  
D.R. 132, P. 604

NW Corner  
SE 1/4, SE 1/4  
Sec. 17-T4N-R7W

NW 1/4, SE 1/4  
Section 17, T4N, R7W

Robert Summers & Sons, Inc.  
D.R. 132, P. 604

C.R. 800 North

Edwin Eugene & Hazel Leola Eaton  
D.R. 128, P. 8

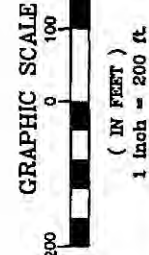
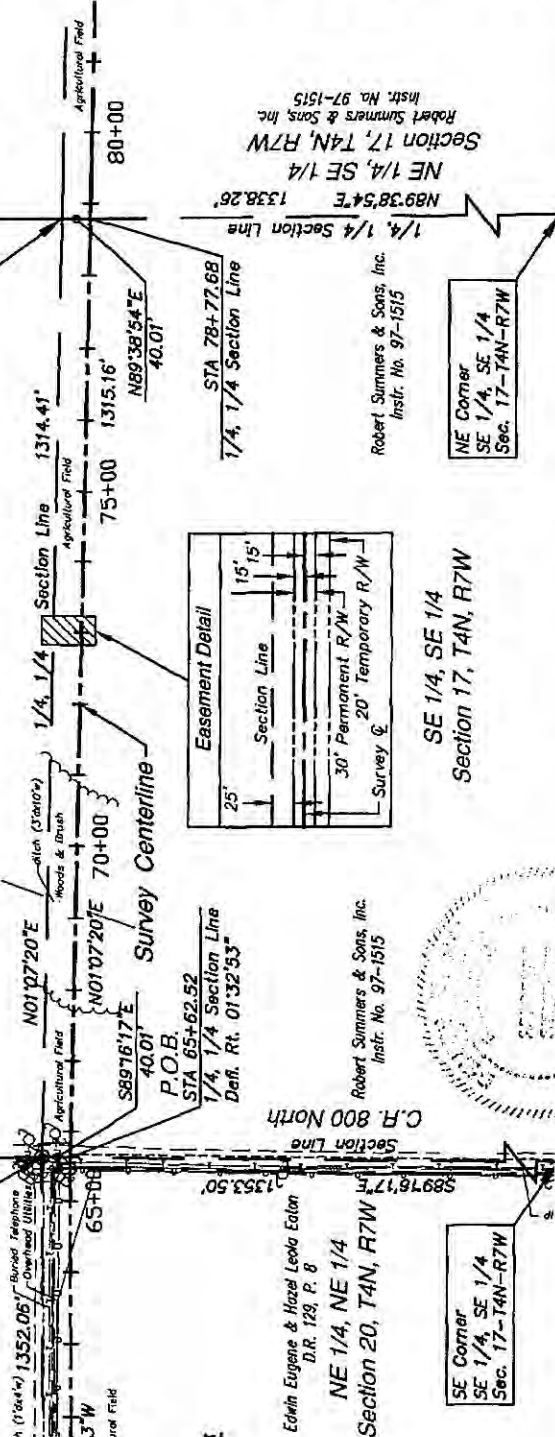
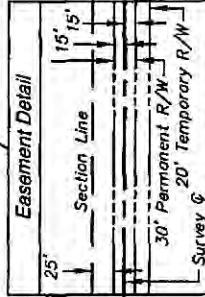
NE 1/4, NE 1/4  
Section 20, T4N, R7W

SE Corner  
SE 1/4, SE 1/4  
Sec. 17-T4N-R7W

SE 1/4, SE 1/4  
Section 17, T4N, R7W

Robert Summers & Sons, Inc.  
Instr. No. 97-1515

STA 65+62.52  
1/4, 1/4 Section Line  
Defl. Rt. 01°32'53"



**Basis of Bearings**  
The bearing system of this survey is based upon the Indiana State Plane Coordinate System, West Zone, MAD 83 (1987). The bearings shown are grid bearings.

**Notes**  
1. This survey is subject to a statement of facts which may be disclosed by an Abstract of Title or Title Commitment Policy which documentation was not provided for this survey.  
2. Not all topographic and utility features were located as a part of this survey.

**Legend**  
● Monument Found or Set as Noted

**Exhibit "B"**  
Robert Summers & Sons, Inc.  
Right of Way Plat

**El Paso E&P Company, L.P.**  
1001 Louisiana Street  
Room E-2143A  
Houston, Texas 77002

**Landmark Surveying Co., Inc.**  
15 N.E. 3rd Street  
Washington, Indiana 47501  
(812) 257-0850  
email: landmark@pcpccobol.net  
Project No. 09-03-0131

SCALE  
1" = 200'

DRAWN BY  
D.M. Helms

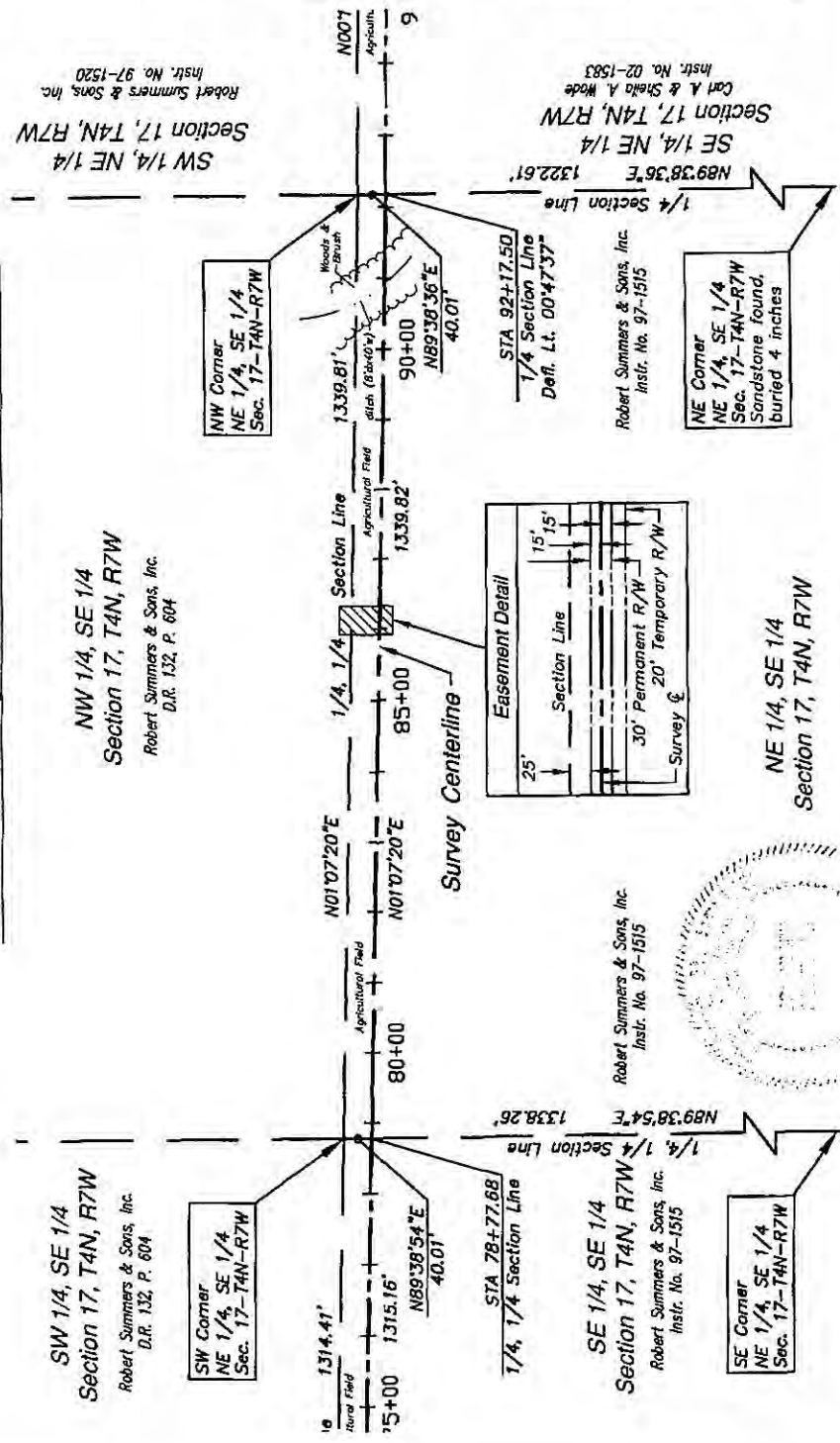
DATE  
09/17/09

APPR. BY  
D.M. Helms

CHECKED BY  
D.M. Helms

SHEET  
3 of 7

**Situated in Section 17, Township 4 North, Range 7 West  
Steele Township, Daviess County, Indiana**



SW 1/4, SE 1/4  
Section 17, T4N, R7W  
Robert Summers & Sons, Inc.  
D.R. 132, P. 604

SW Corner  
NE 1/4, SE 1/4  
Sec. 17-T4N-R7W

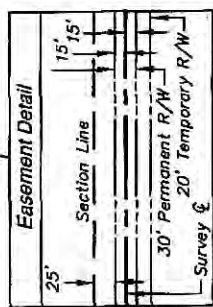
NW 1/4, SE 1/4  
Section 17, T4N, R7W  
Robert Summers & Sons, Inc.  
D.R. 132, P. 604

NW Corner  
NE 1/4, SE 1/4  
Sec. 17-T4N-R7W

SE 1/4, SE 1/4  
Section 17, T4N, R7W  
Robert Summers & Sons, Inc.  
Instr. No. 97-1515

SE Corner  
NE 1/4, SE 1/4  
Sec. 17-T4N-R7W

NE 1/4, SE 1/4  
Section 17, T4N, R7W



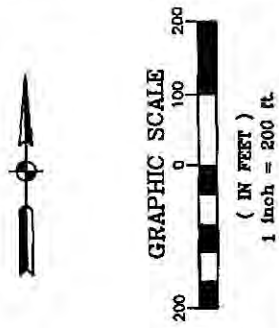
STA 92+17.50  
1/4 Section Line  
Defl. Lt. 00°47'37"

Robert Summers & Sons, Inc.  
Instr. No. 97-1515

NE Corner  
NE 1/4, SE 1/4  
Sec. 17-T4N-R7W  
Sandstone found,  
buried 4 inches

SW 1/4, NE 1/4  
Section 17, T4N, R7W  
Robert Summers & Sons, Inc.  
Instr. No. 97-1520

SE 1/4, NE 1/4  
Section 17, T4N, R7W  
Cart A & Sheila A. Wade  
Instr. No. 02-1583



**Basis of Bearings**  
The bearing system of this survey is based upon the Indiana State Plane Coordinate System, West Zone, NAD 83 (1987). The bearings shown are grid bearings.

**Notes**  
1. This survey is subject to a statement of facts which may be disclosed by an Abstract of Title or title Commitment Policy which documentation was not provided for this survey.  
2. Not all topographic and utility features were located as a part of this survey.

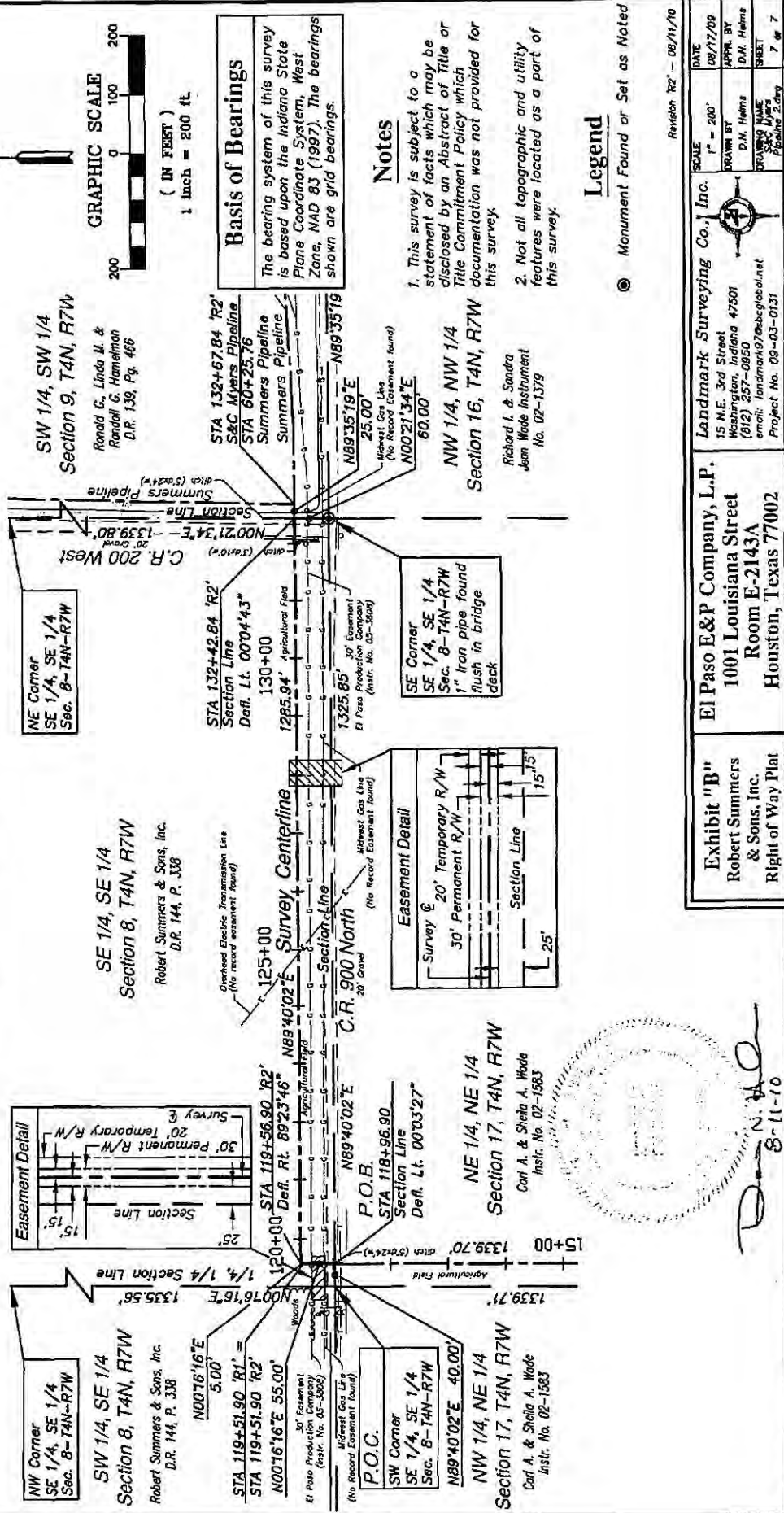
**Legend**  
⊙ Monument Found or Set as Noted

<b>El Paso E&amp;P Company, L.P.</b> 1001 Louisiana Street Room E-2143A Houston, Texas 77002		<b>Exhibit "B"</b> Robert Summers & Sons, Inc. Right of Way Plat	
Landmark Surveying Co., Inc. 15 N.E. 3rd Street Washington, Indiana 47501 (812) 257-0950 email: landmark@bcbglobal.net Project No. 09-03-0131		SCALE 1" = 200' DRAWN BY D.K. Helms CHECKED BY D.K. Helms DATE 08/17/09	SHEET 6 of 7

Robert Summers & Sons, Inc.  
 Instr. No. 97-1515  
 DS-11-10



# Situating in Section 8, Township 4 North, Range 7 West Steele Township, Daviess County, Indiana



**Basis of Bearings**  
The bearing system of this survey is based upon the Indiana State Plane Coordinate System, West Zone, NAD 83 (1997). The bearings shown are grid bearings.

**Notes**

- This survey is subject to a statement of facts which may be disclosed by an Abstract of Title or Title Commitment Policy which documentation was not provided for this survey.
- Not all topographic and utility features were located as a part of this survey.

**Legend**

- ⊙ Monument Found or Set as Noted



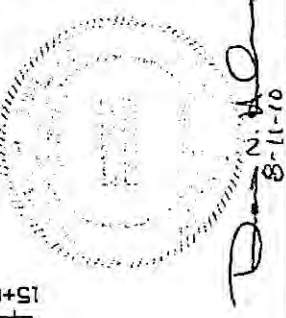
DATE	08/17/09
SCALE	1" = 200'
DRAWN BY	D.M. Helms
APPR. BY	D.M. Helms
DRAWING NAME	Platone 2.dwg
SHEET	7 of 7

Revision: R2 - 08/17/09

**Landmark Surveying Co., Inc.**  
15 N.E. 3rd Street  
Washington, Indiana 47501  
(317) 257-0950  
email: landmark@lscglobal.net  
Project No. 09-03-0131

**El Paso E&P Company, L.P.**  
1001 Louisiana Street  
Room E-2143A  
Houston, Texas 77002

**Exhibit "B"**  
Robert Summers & Sons, Inc.  
Right of Way Plat



of the land of Grantors, which lies in the Southwest Quarter (SE<sup>1</sup>/<sub>4</sub>) of Section 6, Township  
th, Range 6 West. The Grantors reserve the use of said land not inconsistent with this  
. The said Grantee is hereby granted the right and privilege at any time to cut and trim all  
on or which overhang the right of way above described and to clear the ground of timber  
rush or to remove any other obstructions which, in the judgment of the Grantee, should be  
ed in order to prevent interference with the wires or appurtenances used in connection with  
line. Any damages to the crops or fences of the undersigned, or of the heirs, executors,  
istrators, assigns or tenants of the undersigned, caused by the employes of the Grantee,  
occasioned by the original construction or subsequent acts of the Grantee's employes, shall  
omptly paid by the said Grantee, provided claims for such damages, if any, are filed with  
rantee at its Indianapolis office within Thirty (30) days after such damages occur.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands, this 7th day of  
er, 1948.

George Hoover (SEAL)  
George Hoover

Mina Hoover (SEAL)  
Mina Hoover

NOTARY PUBLIC OF INDIANA, COUNTY OF DAVIESS, SS:  
personally appeared before me this day GEORGE HOOVER AND MINA HOOVER, HUSBAND AND WIFE, and  
acknowledged the execution of the foregoing instrument by them to be their voluntary act and  
IN WITNESS my hand and notarial seal, this 7th day of October, 1948.

John V. White Notary Public  
John V. White  
I. R. Stampd \$1.10

My commission expires May 11, 1950  
Filed for record October 16, 1948 at 9:35 A.M.

*Louis A. Keith*

R. D. C.  
\*\*\*\*\*00000\*\*\*\*\*  
No. 25277

Page 5  
Bedford 132KV Line

ELECTRIC POLE LINE EASEMENT

Daviess County  
Steele Township

61-356

IN CONSIDERATION OF the sum of the Ten Dollars (\$10.00) and other valuable considerations,  
receipt of which is hereby acknowledged, the undersigned hereby grants unto PUBLIC SERVICE  
ANY OF INDIANA INC., an Indiana corporation, and its successors and assigns, Grantee, the  
right and right to construct, operate, patrol, maintain, reconstruct and remove an electric  
line, including necessary poles, wires, anchors, guys and fixtures attached thereto, for the trans-  
mission of electrical energy over, along or across the following described real estate situated  
in the County of Daviess, and State of Indiana, to-wit: A strip of land one hundred (100) feet  
in width, lying fifty (50) feet wide on both sides of a center line, described as follows:

A certain line whhch has been surveyed, laid out, and is now marked by stakes placed by the Engineers of the Grantee herein, and which said line runs South 88° 17' East and intersects the west line of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 8, Township 4 North, Range 7 West, at a point which is south five hundred twenty-nine and seven tenths (529.7) feet distant from the northwest corner of said Quarter Section, and at a distance of twenty six hundred sixty-three (2663) feet from said point of intersection, said marked line intersects also the east line of said Quarter Section at a point which is south six hundred nine and seven tenths (609.7) feet distant from the northeast corner of said Quarter Section. Which strip of land is located in that part of the land of Grantor, which lies in the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 8, Township 4 north, range 7 west. The easement herein conveyed shall be subject to such interest as the Grantor, Seth A. Keith, shall have in said real estate by virtue of a certain warranty deed executed on July 34, 1935, by Dicey E. Keith, to the said Seth A. Keith, conveying said real estate, and which said deed was recorded in Deed Record No 47, page 234 in the office of the Recorder of Daviess County, Indiana, and said easement is subject to the restrictions and conditions set out in said deed. The Grantor reserves the use of said land not inconsistent with this grant. The said Grantee is hereby granted the right and privilege at any time to cut and trim all trees on or which overhang the right of way above described and to clear the ground of timber and brush or to remove any other obstructions which, in the judgment of the Grantee, should be removed in order to prevent interference with the wires or appurtenances used in connection with said line. Any damages to the crops or fences of the undersigned, or of the heirs, executors, administrators, assigns or tenants of the undersigned, caused by the employes of the Grantee, and occasioned by the original construction or subsequent acts of the Grantee's employes, shall be promptly paid by the said Grantee, provided claims for such damages, if any, are filed with the Grantee at its Indianapolis office within ninety (90) days after such damages occur.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 15th day of September, 1948 .

Seth A. Keith (SEAL)  
Seth A. Keith

STATE OF INDIANA, COUNTY OF DAVIESS, SS:

Personally appeared before me this day Seth A. Keith, unmarried and acknowledged the execution of the foregoing instrument by him to be his voluntary act and deed.

WITNESS my hand and notarial seal, this 15th day of September, 1948.

John S. Hastings Notary Public  
John S. Hastings  
I. R. Stamps \$1.10

L.S.  
My commission expires January 9, 1952  
Received for record October 16, 1948 at 9:36 A.M.

*Louis J. Keith*

R. D. C.  
\*\*\*\*\*0000\*\*\*\*\*  
No. 25279  
WARRANTY DEED

~~THIS INDENTURE WITNESSETH, That Joseph Raber, Widower, of Daviess County, in the State of Indiana, Convey and Warrant to William Raber and Lillie Catherine Raber, husband and wife of Daviess County, in the State of Indiana, for the sum of One DOLLAR, the receipt whereof is hereby acknowledged, the following described REAL ESTATE, situate in Daviess County, in the State of Indiana, to-wit: The South side of the Northeast quarter of the Southwest quarter of Section Twenty-four (24) Township Four (4) North, Range Six (6) West, containing Twenty 20 twenty acres, more or less. Also, the North side of the Northwest quarter of the Northeast quarter of Section 24, Township 4 North, Range 6 West of the Second Principal Meridian, containing 20 acres, more or less, in Bogard Township, Daviess Indiana, Being part of same premises conveyed to The Prudential Insurance company of America, by deed dated May 7, 1934,~~

*For correction see Deed Rec. 90  
Page 389, show 1st day of May, 1965  
attest: Marvin K. Barber*

\*\*\*\*\*00000\*\*\*\*\*  
NO. 53846 ✓  
WARRANTY DEED

THIS INDENTURE WITNESSETH, That Sadie Marshall, a widow and unmarried, of Daviess County, in the State of Indiana CONVEY AND WARRANT to Thitha A. McCraney of Daviess County, in the State of Indiana, for and in consideration of One dollar, the receipt whereof is hereby acknowledged, the following described REAL ESTATE in Daviess County in the State of Indiana, to-wit: Lot No. 209 in West Washington Place, an addition to the City of Washington. Subject to taxes.

IN WITNESS WHEREOF, The said Sadie Marshall, a widow and unmarried, has hereunto set her hand and seal, this 29th day of November 1951.

Sadie Marshall (Seal)  
Sadie Marshall

STATE OF INDIANA, DAVIESS COUNTY, SS.

Before me, the undersigned, a Notary Public in and for said County and State, this 29th day of November A.D., 1951, personally appeared the within named Sadie Marshall, a widow and unmarried, Grantor in the above conveyance, and acknowledged the execution of the same to be her voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

L.S.

My Commission expires September 20, 1954  
Received for record December 1, 1951 at 10:51 A.M.

Ruth Marie Smith Notary Public  
Ruth Marie Smith  
I.R. Stamps .55

*Louis H. Reed*  
R.D.C.  
\*\*\*\*\*00000\*\*\*\*\*  
NO. 53847 ✓  
Parcel # 5  
Edwardsport-New Albany 132KV LINE EASEMENT  
ELECTRIC POLE LINE EASEMENT

Daviess County  
Steele Township

64-411

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned hereby grants unto Public Service Company of Indiana, Inc. an Indiana corporation, and its successors and assigns, Grantee, the perpetual easement and right to construct, operate, patrol, maintain, reconstruct and remove an electric line, including necessary poles, wires, anchors, guys, and fixtures, attached thereto, for the transmission of electrical energy over, along or across the following described real estate situated in the County of Daviess, and State of Indiana, to-wit: A strip of land one hundred (100) feet in width, lying fifty (50) feet wide of both sides of a center line, described as follows: A certain line which has been surveyed, laid out and is now marked by stakes placed by the Engineers of the Grantee herein, and which said

line runs South 51°46' East and intersects the west line of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 8, Township 4 North, Range 7 West, at a point which is north fifteen hundred twenty eight and four-tenths (1528.4) feet distant from the southwest corner of said Quarter Section and at a distance of Twenty four hundred eighty-six and five-tenths (2486.5) feet from said point of intersection, said marked line intersects also the south line of said Quarter Section at a point which is west six hundred fifty-three (653) feet distant from the southeast corner of said Quarter Section. Which strip of land is located in that part of the land of Grantor, which lies in the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 8, Township 4 North, Range 7 West. The grantor reserves the use of said land not inconsistent with this grant. The said Grantee is hereby granted the right and privilege at any time to cut and trim all trees or which overhang the right of way above described and to clear the ground of timber and brush or to remove any other obstructions which, in the judgment of the Grantee, should be removed in order to prevent interference with the wires or appurtenances used in connection with said line. Any damages to the crops or fences of the undersigned, or of the heirs, executors, administrators, assigns or tenants of the undersigned, caused by the employes of the Grantee, and occasioned by the original construction or subsequent acts of the Grantee's employes, shall be promptly paid by the said Grantee, provided claims for such damages, if any, are filed with the Grantee at its Plainfield office within ninety (90) days after such damages occur.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 24th day of July 1951,

Seth A. Keith (Seal)  
Seth A. Keith

STATE OF INDIANA, COUNTY OF DAVIESS, SS:

Personally appeared before me this day Seth A. Keith, a bachelor and acknowledged the execution of the foregoing instrument by him to be his voluntary act and deed.

WITNESS my hand and notarial seal, this 24th day of July, 1951.

L.S.

My Commission expires May 9th, 1954

Received for record December 1, 1951 at 10:55 A.M.

*Seth A. Keith*

John V. White Notary Public  
John V. White  
I.R. Stamps \$1.10

R.D.C.

\*\*\*\*\*00000\*\*\*\*\*  
NO. 53848 ✓

Parcel # 2

Edwardsport-New Albany 132KV line

Daviess County

Edwardsport Air Monitoring

Daviess County

Site #203

Steele Township

EASEMENT

IN CONSIDERATION of the sum of Fifteen Hundred (\$1,500.00) Dollars and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned hereby grant unto PUBLIC SERVICE COMPANY OF INDIANA, INC., an Indiana corporation, and assigns, Grantee, the easement, right and privilege, for and during the period of three (3) years, beginning on the 3rd day of March, 1982, subject to renegotiation...

This instrument was prepared by: Kenneth E. McDonough, Attorney-at-Law 1000 East Main Street Plainfield, Indiana 46168

A part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) Section 8, Township 4 North, Range 7 West. A parcel of land 18 feet wide on and along the South R/W line of State Road #358 and 25 feet long on and along a West property line of the land of the Grantors and containing 0.01 of an acre, more or less.

\*See Exhibit "A" attached.

141 by doct... 36836-36837 36838 3-5-82

704 RECEIVED FOR RECORD This 24th day of Mar 1982 at o'clock 10:30 M. and Recorded Record 125 page 675 Fee \$ 5.50 Wilbur R. Perching RECORDING CLERK DAVIESS COUNTY

Said area to be fenced and maintained at Grantee's expense and upon the final termination of these easement rights and the removal of said installation, Grantee agrees to remove fencing and restore said site to its original condition.

Any damages to the crops or fences of the undersigned, or of the heirs, executors, administrators, assigns or tenants of the undersigned, caused by the employees of the Grantee, and occasioned by the acts of the Grantee's employees, shall be promptly paid by the said Grantee, provided claims for such damages, if any, are filed with the Grantee at its office within (30) days after such damages occur, said office being located at 1000 East Main Street, Plainfield, Indiana, 46168.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 3rd day of March, 1982. Michael B. Carnahan (SEAL) Donald R. Carnahan (SEAL)

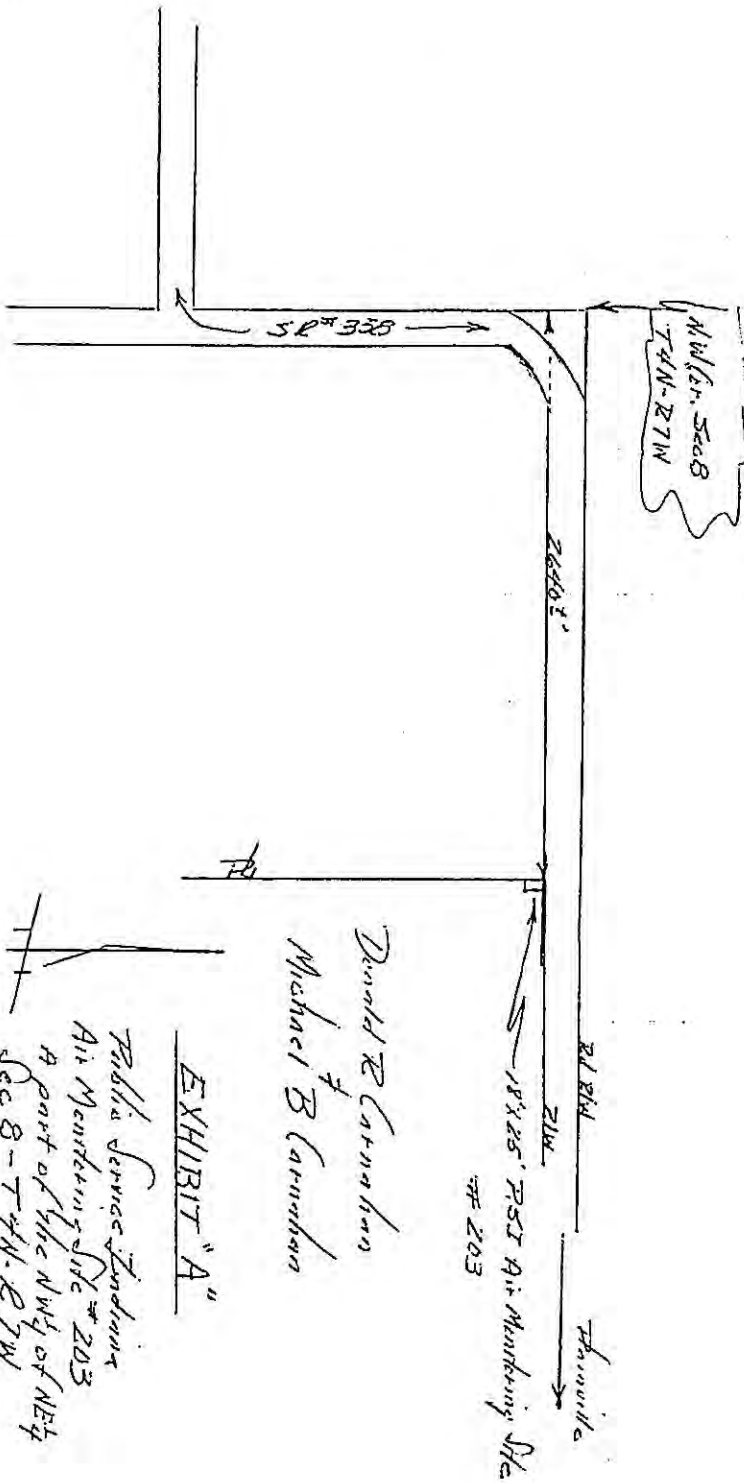
STATE OF INDIANA ) APPROVED AS TO: FORM EXECUTION RECORDING 3-11-82 3-11-82 ) SS: KEY KEY ) COUNTY OF Daviess )



Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Michael B. Carnahan and Donald R. Carnahan, both adults, who acknowledged the execution of the above instrument to be their voluntary act and deed, for the purposes of said instrument as therein set forth.

WITNESS, my hand and Notarial Seal, this 3rd day of March, 1982

My Commission Expires 12-19-1982 County of Residence Boone, Notary Public 675



N.W. Sec 8  
T4N-R7W

SR # 328

2640'

214'

Hannville

18x25' PSI Air Marking Site # 203

Donald R. Carman  
Michael B. Carman

EXHIBIT "A"

Fedia Service Landmark  
Air Marking Site # 203  
A part of the NW 1/4 of NE 1/4  
Sec 8 - T4N. R 7W

Sketch - No Scale 3-1-82  
009

JAN. 28. 2004 \* 0659

PLANT Form (ND (Paid-Up))

## OIL AND GAS LEASE (PAID UP)

THIS AGREEMENT made and entered into this 25th day of November, 2003 by and between  
Robert Summers & Sons, Inc., an Indiana Corporation  
RR #1, Box 192, Edwardsport, IN 47528

hereinafter called LESSOR (whether one or more), and

Transcontinent Oil Company, 621 17th Street, Suite 1201, Denver, CO 80293

hereinafter called LESSEE, WITNESSETH:

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

See Exhibit "A" attached hereto and made a part hereof.

containing 1058.634 acres, more or less and all lands and interests therein contiguous or appurtenant to the land specifically described above, that are owned or claimed by LESSOR, or to which LESSOR has a preference right of acquisition, including but not limited to all lands underlying all alleys, streets, roads or highways and all riparian or submerged lands along and/or underlying any rivers, lakes or other bodies of water. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves the underground reservoir. The term "gas" when used in this lease shall mean a mixture of hydrocarbons and of non hydrocarbons in a gaseous state which may or may not be associated with oil, coal or shale, and including coal bed methane and shale gas and those liquids resulting from condensation of gas after it leaves the underground reservoir.

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

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

4. (Shut in) If any well, capable of producing oil and/or gas, whether or not in paying quantities, located on said land, or on lands pooled or communitized with all or part of said land, is at any time shut-in and production therefrom is not sold or used off the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut-in, whether before or after expiration of the primary term. LESSEE shall use reasonable diligence to market oil and/or gas capable of being produced from such shut-in well, but shall be under no obligation to reinject or recycle gas, or to market such oil and/or gas under terms, conditions, or circumstances which in LESSEE's judgement are uneconomic or otherwise unsatisfactory. If all wells on said land, or on lands pooled or communitized with all or part of said land are shut-in, then within 60 days after expiration of each period of one year in length (annual period) during which all such wells are shut-in, LESSEE shall be obligated to pay or tender, as royalty, to LESSOR, (at LESSOR's address), or its successors, as LESSOR's agent, which shall remain as the depository regardless of change in ownership of royalties, shut-in royalties or other money, the sum of \$1.00 multiplied by the number of acres subject to this lease, provided however, that if production from a well or wells is sold or used off the premises before the end of any such period or, if at the end of any such annual period this lease is being maintained in force and effect other than solely by reason of the shut-in wells, LESSEE shall not be obligated to pay or tender said sum of money for that annual period. This shut-in royalty payment may be made in currency, draft or check at the option of LESSEE, and the depositing of such payment in any post office, with sufficient postage and properly addressed to LESSOR, or said bank, within 60 days after expiration of the annual period shall be deemed sufficient payment as herein provided.



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

6. (Actual Interest) 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 and extension payment as provided in this lease 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's rights) LESSEE shall have the right to use, free of cost, gas, oil and water produced on said land for LESSEE's operations hereunder, except water from the wells of LESSOR. When requested by LESSOR, LESSEE shall bury LESSEE's pipelines below plow depth. No well shall be drilled nearer than 200 feet from the house or barn now on said land without written consent of LESSOR. LESSEE shall pay for damages caused by LESSEE's operations to growing crops on said land. LESSEE shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing and any other downhole equipment and fixtures.

8. (Pooling Clause: General) LESSEE is hereby granted the right to pool or unitize said land, or any part of said land, with other lands, as to any or all minerals or horizons, to establish units containing not more than approximately 320 acres, provided, however, such units may be established so as to contain not more than approximately 640 acres as to any or all of the following: (a) gas, (b) oil produced from formations below the base of the Black River Lime and (c) oil produced from wells classified as gas wells by the regulatory agency having jurisdiction. If larger units than those permitted above, either at the time established or thereafter, are required or permitted under any governmental rule or order for the drilling or operation of a well at a regular location or obtaining the maximum allowable from any well or for any other reason, then the maximum unit size authorized hereby shall conform to the size required or permitted by such governmental rule or order. LESSEE may enlarge the unit to the maximum area permitted herein and reform said unit to include after-acquired leases within the unit area. LESSEE may create, enlarge or reform the unit or units as above provided at any time, and from time to time, during the continuance of this lease, either before or after production is obtained. A unit established hereunder shall be effective for all purposes of this lease, whether or not all interests in the lands in the unit are effectively pooled or unitized. In no event shall LESSEE be required to drill more than one well in each unit. LESSEE may reduce or terminate such unit or units at any time prior to the discovery of oil or gas on the pooled acreage, or at any time after discovery subsequent to the cessation of production. LESSEE may create, enlarge, reform, reduce, or terminate each unit by recording a written declaration to that effect in the office of the Register of Deeds in the county or counties in which such unit is located. Any operations conducted on any part of the lands pooled shall be deemed to be on the lands leased herein within the meaning of all provisions of this lease. Production of oil and/or gas from the unit shall be allocated to the lands described herein which are included in the unit in the same proportion as the number of surface acres in the lands described herein which are included in the unit bears to the total number of surface acres in the unit.

9. (Pooling Clause for Shallow Formations) In addition to the right to pool granted to the LESSEE in Paragraph numbered 8 above, for the purpose of promoting the development of hydrocarbon production from shallow formations, as hereinafter defined, LESSEE is granted the right to pool or unitize the shallow formations in said land, or any part of said land with other lands, to establish units containing no more than approximately 2,560 acres. The exercise of the right shall be effective only if LESSEE drills or has drilled, no later than two (2) years after recording a declaration of the unit, at least one well completed in a shallow formation for each 320 acres in the unit. "Shallow formations" are defined as geologic formations between the surface of the earth and the base of the Silurian Formation. The unit shall consist of any combination of governmental quarter-quarter sections, each of which must share at least one common side with another. All provisions of Paragraph numbered 8, including those regarding LESSEE's identification of a unit, the effect of operations conducted thereon and the allocation of production from wells thereon, shall apply in the same manner to a unit formed pursuant to this paragraph for production from shallow formations, except to the extent inconsistent with this paragraph. LESSEE may expand the unit to include additional lands until a maximum of 2,560 acres is included in the unit, provided that the required wells density (one well 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. (Future regulations State or Federal) All present and future rules, regulations and orders of any governmental agency pertaining to well spacing, drilling, or production units, use of materials and equipment, or otherwise, shall be binding on the parties hereto with like effect as though incorporated herein at length, provided, however, that no such rule, regulation or order shall (a) prevent LESSEE from pooling oil and/or gas development units as provided in Paragraphs numbered 8 and 9 hereof, larger than the well spacing, drilling or production units prescribed or permitted by such rule, regulation or order or (b) require a greater density for shallow formation wells than required by Paragraph numbered 9 above.

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

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

13. (Estate) If the estate of either party hereto is assigned, the privilege of assigning in whole or in part is expressly allowed, the covenants and provisions of this

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

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

15. (Severed Minerals) If after execution of this lease, either LESSOR or LESSEE is put on notice that some or all of the mineral interest covered and affected by said lease had been previously severed from the surface estate and remain outstanding in another party(ies), then as to such mineral interest, this lease shall not become effective. The contractual obligations of LESSEE shall be suspended and held in abeyance until such outstanding mineral interest is extinguished and reverts to LESSOR. The severed mineral interest will be presumed to have merged into the surface estate upon the filing of a "Notice of Lapse of Mineral Interest and Affidavit of Service of Notice" by LESSOR in the Dormant Mineral Interest Record in the County Recorder's Office. If, thereafter, the prior owner of the severed mineral interest refuses the mineral reversion, the obligations of LESSEE under the lease would again be suspended and held in abeyance until there remained no valid legal claim to prevent the lapse of mineral interest.

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

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

18. (Extension of Option) 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 Five (5) 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 5.00 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 end of the extended primary term. LESSEE's option shall expire on the first to occur of the following: (a) the termination or expiration of this lease or (b) the second anniversary of the expiration of the primary term stated in Paragraph numbered 2 above.

19. (Unitization) Lessor agrees to participate in and to execute a unitization agreement as provided by Lessee, pooling this land with other lands to create a production unit(s).

Executed as of the day and year first above written.

Robert Summers  
Robert Summers & Sons, Inc.,  
an Indiana Corporation  
By: Robert Summers, President

Randy Summers, Inc.  
Attest By:  
Title:

STATE OF INDIANA  
CORPORATE ACKNOWLEDGMENT  
COUNTY OF Knox

Before me the undersigned, a Notary Public, in and for said County and State, on this 5<sup>TH</sup> day of December, 2007, personally appeared, ROBERT SUMMERS to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its PRESIDENT and acknowledged to me that the seal affixed to said instrument is the corporate seal of said corporation and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth.

Given under my hand and seal of office the day and year last above written.

My commission Expires 11-13-2011

BENJAMIN L. DEAN  
Notary Public for the County  
of DAVUSS, Indiana

Prepared By: Transcontinent Oil Company  
(REC 127: 130, 0, 01)

## EXHIBIT "A"

Attached as part of Oil and Gas Lease dated November 25th, 2003 between  
Robert Summers & Sons, Inc., an Indiana Corporation as Lessor  
and Transcontinent Oil Company, as Lessee.

### Township 4 North, Range 7 West, 2nd P.M.

Section 08: Part of the East Half of Section Eight (8) in Township Four (4) North, Range Seven (7) West, being also the Northeast Quarter of the East Half of said Section, bounded and described as follows: Beginning at a railroad spike in the center of State Road 358, the same being the Northeast corner of said Section 8; thence South 00 degrees 55 minutes West, 2679.7 feet by deed (South 00 degrees 55 minutes West, 2680.75 feet by survey) to an iron pin; thence North 89 degrees 50 minutes 10 seconds West, 1335.80 feet to an iron pin; thence North 00 degrees 59 minutes 17 seconds East, 2676.99 feet to a P.K. nail in the center of State Road 358; thence East, 1332.50 feet to the point of beginning and containing 82.038 acres, more or less.

Also, Part of the East Half of Section Eight (8) in Township Four (4) North, Range Seven (7) West, being also the Northwest Quarter of the East Half of said Section, bounded and described as follows: Beginning at a railroad spike in the center of State Road 358 at the Northwest corner of aforesaid East Half of Section 8; thence East, 1332.50 feet to a P.K. nail in the center of State Road 358; thence South 00 degrees 59 minutes 17 seconds West, 2676.99 feet to an iron pin; thence North 89 degrees 50 minutes 10 seconds West, 1324.17 feet to an iron pin on the West line of the aforesaid East Half of said Section 8; thence North 00 degrees 48 minutes East, 2679.6 feet by deed (North 00 degrees 48 minutes 40 seconds East, 2673.06 feet by survey) to the point of beginning and containing 81.565 acres, more or less.

Also, Part of the East Half of Section Eight (8) in Township Four (4) North, Range Seven (7) West, being also the Southeast Quarter of the East Half of said Section, bounded and described as follows: Beginning at an iron pin at the Southeast corner of said Section 8; thence North 89 degrees 40 minutes West by deed (North 89 degrees 39 minutes 14 minutes West, 1315.85 feet by survey) to an iron pin in the county road; thence North 00 degrees 59 minutes 17 seconds East, 2676.99 feet to an iron pin; thence South 89 degrees 50 minutes 10 seconds East, 1335.80 feet to an iron pin in the county road; thence South 00 degrees 55 minutes West 1173.30 feet to a P.K. nail in the county road; thence South 01 degrees 47 minutes West, 1506.40 feet by deed (South 01 degrees 47 minutes 58 seconds West, 1508.31 feet by survey) to the point of beginning and containing 81.849 acres.

Also, Part of the East Half of Section Eight (8) in Township Four (4) North, Range Seven (7) West, being also the Southwest Quarter of the East Half of said Section, bounded and described as follows: Beginning at the Southwest corner of the East Half of said Section 8; thence North 00 degrees 48 minutes East by deed (North 00 degrees 48 minutes 40 seconds East, 2672.71 feet by survey) to an iron pin on the West line of the aforesaid East Half of said Section 8; thence South 89 degrees 50 minutes 10 seconds East, 1324.17 feet to an iron pin; thence South 00 degrees 59 minutes 17 seconds West, 2676.99 feet to an iron pin in the county road; thence North 89 degrees 40 minutes West by deed (North 89 degrees 39 minutes 14 seconds West, 1315.85 feet by survey) to the point of beginning and containing 81.051 acres, more or less.

Section 17: SE/4NW/4, SW/4NE/4

Also, the W/2SE/4

Also, the E/2SE/4

Section 18: The South end of Fractional Northwest Quarter Section Eighteen (18), Township Four (4) North, Range Seven (7) West, more particularly described as follows: Beginning at the Southeast corner of Fractional Northwest Quarter Section Eighteen (18) Township Four (4) North Range Seven (7) West and running from thence West with half section line a distance of Two Thousand Fifty-four (2054) feet to the East bank of the West fork of White River, which point is Two Thousand Six Hundred Eighty-six and nine-tenths (2686.9) feet South of the North line of said Section; thence in a Northeasterly direction with the East bank of said river to a point which is Thirteen Hundred Ninety-one and two-tenths (1391.2) feet North of half section line, and which point is Twelve Hundred Ninety-five and seven tenths (1295.7) feet South of North line of said Fractional Northwest Quarter of Section Eighteen (18) Township Four (4) North Range Seven (7) West, thence East a distance of Seventeen Hundred Ninety-four (1794) feet to the half section line; thence South with the half section line a distance of Thirteen Hundred Ninety-three and seven-tenths (1393.7) feet to the place of beginning, containing Sixty-one and sixty-six hundredths (61.66) acres, more or less.

Also, N/2SE/4

### Township 4 North, Range 8 West, 2nd P.M.

Section 11: N/2NE/4SE/4. Also, a plot of ground Thirty-two (32') feet in width abutting the public highway and One Hundred Seventy-eight (178) feet deep in the Northeast corner of the South one-half of the Northeast Quarter of the Southeast Quarter of Section Eleven (11), Township Four (4) North Range Eight (8) West.

## EXHIBIT "A"

Attached as part of Oil and Gas Lease dated November 25th, 2003 between Robert Summers & Sons, Inc., an Indiana Corporation as Lessor and Transcontinent Oil Company, as Lessee.

Also, the E/2NE/4SW/4 which lays South and East of the right of way line of the I. & V. Railroad, containing 5.68 acres, more or less.

Also, Part of the Northwest Quarter of the Southeast Quarter of Section Eleven (11) Township Four (4) North, Range Eight (8) West, bounded and described as follows, to wit: Beginning at the Northeast corner of said Northwest Quarter of the Southeast Quarter of said Section Eleven (11); thence westerly along the half section line of said Section to its intersection with the Southeast right-of-way line of the I. & V. R.R.; thence South 56.5 degrees West along said Southeast right-of-way line to its intersection with the West line of the Southeast Quarter of said Section; thence southerly along said half-section line to the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section; thence easterly along the quarter-quarter Section line to the Southeast corner of said Northwest Quarter of the Southeast Quarter of said Section; thence northerly along the quarter-quarter Section line, to the place of beginning, containing 33 acres, more or less.

Section 12: N/2NW/4SW/4, S/2SE/4SW/4, LESS AND EXCEPT Part of the North half of the Northwest Quarter of the Southwest Quarter of Section Twelve (12), Township Four (4) North, Range Eight (8) West, Knox County, Indiana, described as follows: Commencing at an iron pin found at the Southwest corner of the Southwest Quarter of said Section 12; thence North 0 degrees 00 minutes 00 seconds East (the assumed bearing upon which this description is based) 2401.53 feet to a point on the West line of said Section 12 and the point of beginning of this description; thence North 0 degrees 00 minutes 00 seconds East 183.36 feet to a point in the road; thence North 90 degrees 00 minutes 00 seconds East 23.56 feet to a corner post on the South right-of-way line of State Road 358; thence North 46 degrees 50 minutes 49 seconds East 60.12 feet to a point on the South right-of-way line of State Road 358; thence with said right-of-way North 89 degrees 15 minutes 55 seconds East 516.26 feet; thence South 0 degrees 00 minutes 00 seconds East 230.81 feet; thence North 90 degrees 00 minutes 00 seconds West 583.64 feet to the point of beginning and containing 3.000 acres, more or less. Situated in Vigo Township, Knox County, Indiana.

Township 4 North, Range 8 West, 2nd P.M.

Section 36: Lot Number Two (2) of Fractional Section Number Thirty-six (36), Township Four (4) North, Range West, containing 40 acres, more or less.

Also, Five (5) acres in the Northeast corner of Lot Number Three (3) of said Fractional Section Thirty-six (36), bounded as follows: Beginning at a Cottonwood 20 LD. On the Bank of the White River being the Northeast corner of said Lot Number 3; thence West 18.30 chains to a stake; thence South 3.40 chains to a stake; thence East 11.30 chains White River; thence up said River to the beginning.

Lot Number Three (3) of Fractional Section Number Thirty-six (36), Township Four (4) North, Range Eight (8) West, containing 48.60 acres, EXCEPT 7.60 acres taken the same width the entire length off the South side of said Lot Number 3 and EXCEPT 5 acres taken off the Northeast corner of said Lot by the following described boundary, to wit: Beginning at the Northeast corner of said Lot Number 3; thence West 18.30 chains to a stake; thence South 3.40 chains to a stake; thence 11.30 chains to the White River; thence along said River to the beginning. Leaving herein contained after said exceptions 36 acres.

Also, Lot Number One (1) in Fractional Section Number Thirty-six (36), Township Four (4) North, Range Eight (8) West, containing 56.18 acres, more or less, EXCEPTING THEREFROM all that part of the Northeast Quarter of Section Thirty-six (36), Township Four (4) North, Range Eight (8) West, lying West of White River and East of the West line of the right-of-way of the proposed cut-off known as pilot channel No. 2 as surveyed and described in the right-of-way maps, plans and profile prepared by the United States Engineer, Approved by C.C. Noble, the District Engineer, under date of November 1959, which are referred to and incorporated herein, containing 25.42 acres, more or less.

Also, Ninety (90) rods of equal width across the entire North end of the Southwest Fractional Quarter of Section Number Thirty-six (36), Township Four (4) North, Range Eight (8) West, lying North and West of White River.

Also, 7.6 acres of equal width taken the entire length off the South side of the South half of the Northwest Fractional Quarter of Section Thirty-six (36), Township Four (4) North, Range Eight (8) West.

Situated in Vigo South Township, Knox County, Indiana

Township 4 North, Range 8 West, 2nd P.M.  
Section 26: N/2NE/4

Also a strip of land taken off the East side of the Northwest Fractional Quarter of said Section 26, Township 4 North, Range 8 West, containing in all 99.40 acres, more or less.

EXHIBIT "A"

Attached as part of Oil and Gas Lease dated November 25th, 2003 between Robert Summers & Sons, Inc., an Indiana Corporation as Lessor and Transcontinent Oil Company, as Lessee.

Lease Riders

Lessee shall be responsible for and shall pay Lessor for any and all damages to Lessor's land and for actual damages to livestock, growing crops, trees, fences, roads, culverts, tiles, improvements or other property of Lessor which damages may be caused by or result from the operations of Lessee hereunder. Lessor agrees to provide Lessee with tile maps, if any, and will instruct Lessee as to the approximate known location of tile prior to commencement of operations. Upon the abandonment of any well or other structure or facility on said land, Lessee will remove said structure or facility and any above ground equipment and appurtenances thereto, and Lessee shall restore the leased premises, as near as is reasonably practicable, to the same condition in which said land existed prior to the commencement of operations hereunder, within a reasonable time.

Lessor and Lessee shall mutually agree as to the location of access roads, drillsites, facilities, pipelines or power lines in cultivated fields, however Lessor shall not attempt to prohibit such construction or make unreasonable requests of Lessee with intent to prohibit or delay such construction.

Specifically to include all riparian and littoral rights of lessor, including any meander lands, lands derived by accretions, or otherwise contiguous lands which may be owned by or claimed by lessor, whether or not they are specifically described above.

RECORDED Jan 28 2004 AT 8:00 M  
DOC# 04-0659 2 BOOK FEE \$ 19.00

John Clark / Brock  
R.K.C.



2014R02368 6\*

BRENDA J. HALL  
KNOX COUNTY RECORDER  
VINCENNES, IN  
RECORDED ON  
06/06/2014 10:30:05AM  
REC. FEE: 21.00  
PAGES: 6

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

THIS AGREEMENT made and entered into this 20th day of November, 2013 by and between **Robert Summers & Sons, Inc.**, an Indiana Corporation, Inc. of 7849 N. Summers Road, Edwardsport, IN 47528, hereinafter called LESSOR (whether one or more), and **Riverside Petroleum Indiana, LLC**, a Delaware Limited Liability Company of 526 W. 14<sup>th</sup> Street, #223, Traverse City, Michigan 49684, hereinafter called LESSEE, WITNESSETH:

**1. (Granting and Legal Description of Paid Up Lease)** LESSOR, for and in consideration of ten dollars and other consideration, the receipt of which is hereby acknowledged, and the covenants and agreements of the LESSEE hereinafter contained, does hereby grant, lease and let unto LESSEE the land described below, including all interests therein LESSOR may acquire by operation of law, reversion or otherwise, (herein called "said land"), exclusively for the purposes of exploring by geophysical and other methods, drilling, mining, operating for and producing oil and/or gas, together with all rights, privileges and easements useful or convenient in exploring for, drilling for, producing, treating, storing, caring for, transporting and removing production from said land or any other land adjacent thereto, including but not limited to rights to lay pipelines, build roads, establish and utilize facilities for disposition of water, brine or other fluids, and construct tanks, power and communication lines, pump and power stations, and other structures and facilities.

Said land is in the County of Daviess, State of Indiana, and is described as follows:

\* Knox County, IN \*

See Exhibit "A" attached hereto and made a part hereof

Containing 1,058.634 acres, more or less, and all lands and interests therein contiguous or appurtenant to the land specifically described above, that are owned or claimed by LESSOR, or to which LESSOR has a preference right of acquisition, including but not limited to all lands underlying all alleys, streets, roads or highways and all riparian or submerged lands along and/or underlying any rivers, lakes or other bodies of water. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves the underground reservoir. The term "gas" when used in this lease shall mean a mixture of hydrocarbons and of non-hydrocarbons in a gaseous state, which may or may not be associated with oil or coal, and including coal bed methane and those liquids resulting from condensation of gas after it leaves the underground reservoir.

**2. (Term and Operations)** It is agreed that this lease shall remain in force for the primary term of One (1) year from this date, and as long thereafter as operations are conducted upon said land with no cessation for more than 90 consecutive days, provided, however, that in no event shall this lease terminate if production of oil and/or gas from a well located on said land, or on lands pooled therewith, has not permanently ceased. If operations commenced during the primary term are discontinued less than 90 days before the end of the term, this lease shall not terminate at the end of the primary term if operations are again conducted within 90 days after the discontinuance. Whenever used in this lease the word "operations" shall refer to any of the following and any activities related thereto: preparing location for drilling, drilling, testing, completing, equipping, reworking, recompleting, deepening, plugging back or repairing of a well in search of or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas whether or not in paying quantities.

**1. (Royalty)** Lessee covenants and agrees to pay the following royalties: (a) To deliver to the credit of Lessor into tank reservoirs or into the pipeline to which Lessee may connect its wells, one-eighth (1/8) of the oil produced and saved from said land; Lessor's interest to bear one-eighth of the cost of treating oil to render it marketable pipeline oil, or from time to time, at the option of Lessee, Lessee may sell the oil produced and saved from said land and pay Lessor one-eighth of the net amount realized by Lessee, computed at the wellhead; (b) To pay Lessor on gas produced from said land (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 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 the 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 the cost and expense 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 handling thereof, between the wellhead and the point of sale. Lessee may use its own pipelines and/or equipment to provide

4. **(Shut in)** If any well, capable of producing oil and/or gas, whether or not in paying quantities, located on said land, or on lands pooled or communitized with all or part of said land, is at any time shut-in and production therefrom is not sold or used off the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut-in, whether before or after expiration of the primary term. LESSEE shall use reasonable diligence to market oil and/or gas capable of being produced from such shut-in well, but shall be under no obligation to reinject or recycle gas, or to market such oil and/or gas under terms, conditions, or circumstances which in LESSEE's judgement are uneconomic or otherwise unsatisfactory. If all wells on said land, or on lands pooled or communitized with all or part of said land are shut-in, then within 60 days after expiration of each period of one year in length (annual period) during which all such wells are shut-in, LESSEE shall be obligated to pay or tender, as royalty, to LESSOR, (at LESSOR's address), or its successors, as LESSOR's agent, which shall remain as the depository regardless of change in ownership of royalties, shut-in royalties or other money, the sum of \$1.00 multiplied by the number of acres subject to this lease, provided however, that if production from a well or wells is sold or used off the premises before the end of any such period or, if at the end of any such annual period this lease is being maintained in force and effect other than solely by reason of the shut-in wells, LESSEE shall not be obligated to pay or tender said sum of money for that annual period. This shut-in royalty payment may be made in currency, draft or check at the option of LESSEE, and the depositing of such payment in any post office, with sufficient postage and properly addressed to LESSOR, or said bank, within 60 days after expiration of the annual period shall be deemed sufficient payment as herein provided. This lease shall remain in force so long as such well is capable of producing whether or not in paying quantities, and Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due but shall not operate to terminate this Lease.

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

6. **(Actual Interest)** 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 and extension payment as provided in this lease 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's rights)** LESSEE shall have the right to use, free of cost, gas, oil and water produced on said land for LESSEE's operations hereunder, except water from the wells of LESSOR. When requested by LESSOR, LESSEE shall bury LESSEE's pipelines below plow depth. No well shall be drilled nearer than 200 feet from the house or barn now on said land without written consent of LESSOR. LESSEE shall pay for damages caused by LESSEE's operations to growing crops on said land. LESSEE shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing and any other downhole equipment and fixtures.

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

9. **(Pooling Clause for Shallow Formations)** In addition to the right to pool granted to the Lessee in Paragraph 8 above, for the purpose of promoting the development of hydrocarbon production from shallow formations, as hereinafter defined, Lessee is granted the right to pool or unitize the shallow formations in said land, or any part of said land with other lands, to establish units containing not more

among said tracts on a surface acreage basis; provided, however, if a portion of the leased premises is pooled with other lands for the purpose of operating the pooled unit as one lease, this paragraph shall be inoperative as to the portion so pooled or unitized.

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

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

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

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

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

**17. (Extension)** 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 \_\_\_\_\_ 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 \$ \_\_\_\_\_ 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 method of payment of shut-in royalties. If LESSEE exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

**18. (Unitization)** Lessor agrees to participate in and to execute a unitization agreement as provided by Lessee, pooling this land with other lands to create a production unit(s).

Executed as of the day and year first above written.

LESSOR:

*Randy Summers Pres.*  
 Robert Summers & Sons, Inc., an Indiana Corporation  
 By: Robert Summers, President

*RAUDY RS*  
 STATE OF INDIANA )  
 ) SS ( Acknowledgment )  
 COUNTY OF DAVIESS )

STEVEN EDWARD TUCKER  
 DAVIESS COUNTY  
 NOTARY PUBLIC - INDIANA  
 My Commission Expires October 17, 2021  
 Commission No. 648388

The foregoing instrument was acknowledged before me this *20th* day of *November*, 2013, by



EXHIBIT "A"

Attached and made a part of certain Oil and Gas Lease dated November 20<sup>th</sup>, 2013, by and between ~~Robert Summers & Sons, Inc.~~, an Indiana Corporation, as Lessor and Riverside Petroleum Indiana, LLC, as Lessee.

**Township 4 North, Range 7 West**

Section 8: Part of the East Half of Section Eight (8) in Township Four (4) North, Range Seven (7) West, being also the Northeast Quarter of the East Half of said Section, bounded and described as follows: Beginning at a railroad spike in the center of State Road 358, the same being the Northeast corner of said Section 8, thence South 00 degrees 55 minutes West, 2679.7 feet by deed (South 00 degrees 55 minutes West, 2680.75 feet by survey) to an iron pin, thence North 89 degrees 50 minutes 10 seconds West, 1335.80 feet to an iron pin, thence North 00 degrees 59 minutes 17 seconds East, 2676.99 feet to a P.K. nail in the center of State Road 358, thence East, 1332.50 feet to the point of beginning and containing 82.038 acres, more or less.

Also, Part of the East Half of Section Eight (8) in Township Four (4) North, Range Seven (7) West, being also the Northwest Quarter of the East Half of said Section, bounded and described as follows: Beginning at a railroad spike in the center of State Road 358 at the Northwest corner of aforesaid East Half of Section 8, thence East, 1332.50 feet to a P.K. nail in the center of State Road 358; thence South 00 degrees 59 minutes 17 seconds West, 2676.99 feet to an iron pin, thence North 89 degrees 50 minutes 10 seconds West, 1324.17 feet to an iron pin on the West line of the aforesaid East Half of said Section 8, thence North 00 degrees 48 minutes East, 2679.6 feet by deed (North 00 degrees 48 minutes 40 seconds East, 2673.06 feet by survey) to the point of beginning and containing 81.565 acres, more or less.

Also, Part of the East Half of Section Eight (8) in Township Four (4) North, Range Seven (7) West, being also the Southeast Quarter of the East Half of said Section, bounded and described as follows: Beginning at an iron pin at the Southeast corner of said Section 8, thence North 89 degrees 40 minutes West by deed (North 89 degrees 39 minutes 14 seconds West, 1315.85 feet by survey) to an iron pin in the county road, thence North 00 degrees 59 minutes 17 seconds East, 2676.99 feet to an iron pin, thence South 89 degrees 50 minutes 10 seconds East, 1335.80 feet to an iron pin in the county road, thence South 00 degrees 55 minutes West 1173.30 feet to a P.K. nail in the county road, thence South 01 degrees 47 minutes West 1506.40 feet by deed (South 01 degrees 47 minutes 58 seconds West, 1508.31 feet by survey) to the point of beginning and containing 81.849 acres.

Also, Part of the East Half of Section Eight (8) in Township Four (4) North, Range Seven (7) West begin also the Southwest Quarter of the East Half of said Section, bounded and described as follows: Beginning at the Southwest corner of the East Half of said Section 8, thence North 00 degrees 48 minutes East by deed (North 00 degrees 48 minutes 40 seconds East, 2672.71 feet by survey) to an iron pin on the West line of the aforesaid East Half of said Section 8, thence South 89 degrees 50 minutes 10 seconds East, 1324.17 feet to an iron pin, thence South 00 degrees 59 minutes 17 seconds West, 2676.99 feet to an iron pin in the county road, thence North 89 degrees 40 minute West by deed (North 89 degrees 39 minutes 14 seconds West, 1315.85 feet by survey) to the point of beginning and containing 81.051 acres, more or less.

Section 17: SE/4NW/4; SW/4NE/4

Also, the W/2SE/4

Also, the E/2SE/4

Section 18: The South end of Fractional Northwest Quarter Section Eighteen (18) Township Four (4) North, Range Seven (7) West, more particularly described as follows: Beginning at the Southeast corner of Fractional Northwest Quarter Section Eighteen (18) Township Four (4) North Range Seven (7) West and running from thence West with half section line a distance of Two Thousand Fifty-Four (2054) feet to the East bank of the West fork of White River, which point is Two Thousand Six Hundred Eight-six and nine-tenths (2686.9) feet South of the North line of said Section, thence in a Northeasterly direction with the East bank of said river to a point which is Thirteen Hundred Ninety-one and two-tenths (1391.2) feet North of half section line, and which point is Twelve Hundred Ninety-five and seven-tenths (1295.7) feet South of North line of said Fractional Northwest Quarter of Section Eighteen (18) Township Four (4) North Range Seven (7) West, thence East a distance of Seventeen Hundred Ninety-four (1794) feet to the half section line, thence South with the half section line a distance of Thirteen Hundred Ninety-three and seven-tenths (1393.7) feet to the place of beginning, containing Sixty-one and sixty-six hundredths (61.66) acres, more or less.

Also, N/2SE/4

line to its intersection with the West line of the Southeast Quarter of said Section, thence southerly along said half-section line to the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section, thence easterly along the quarter-quarter Section line to the Southeast corner of the said Northwest Quarter of the Southeast Quarter of said Section, thence northerly along the quarter-quarter Section line, to the place of beginning, containing 33 acres, more or less.

Section 12: N/2NW/4SW/4, S/2SE/4SW/4, LESS AND EXCEPT, Part of the North half of the Northwest Quarter of the Southwest Quarter of Section Twelve (12), Township Four (4) North, Range Eight (8) West, Knox County, Indiana, described as follows: Commencing at an iron pin found at the Southwest corner of the Southwest Quarter of said Section 12; thence North 0 degrees 00 minutes 00 seconds East (the assumed bearing upon which this description is based) 2401.53 feet to a point on the West line of said Section 12 and the point of beginning of this description, thence North 0 degrees 00 minutes 00 seconds East 183.06 feet to a point in the road, thence North 90 degrees 00 minutes 00 seconds East 23.56 feet to a corner post on the South right-of-way line of State Road 358, thence North 46 degrees 50 minutes 49 seconds East 60.12 feet to a point on the South right-of-way line of State Road 358, thence with said right-of way North 89 degrees 15 minutes 55 seconds East 516.26 feet, thence South 0 degrees 00 minutes 00 seconds East 230.81 feet, thence North 90 degrees 00 minutes 00 seconds West 583.64 feet to the point of beginning and containing 3.000 acres, more or less. Situated in Vigo Township, Knox County, Indiana.

Township 4 North, Range 8 West, 2<sup>nd</sup> P M

Section 36: Lot Number Two (2) of Fractional Section Number Thirty-Six (36), Township Four (4) North, Range West, containing 40 acres, more or less.

Also, Five (5) acres in the Northeast corner of Lot Number Three (3) of said Fractional Section Thirty-six (36), bounded as follows: Beginning at a Cottonwood 20 LD on the Bank of the White River being Northeast corner of said Lot Number Three (3); thence West 18.30 chains to a stake, thence South 3.40 chains to a stake, thence East 11.30 chains White River, thence up River to the beginning.

Lot Number Three (3) of Fractional Section Number Thirty-six (36), Township Four (4) North, Range Eight (8) West, containing 48.60 acres, Except 7.60 acres taken the same width the entire length off the South side of said Lot Number Three (3) and EXCEPT 5 acres taken off the Northeast corner of said Lot by the following described boundary, to wit: Beginning at the Northeast corner of said Lot Number Three (3), thence West 18.30 chains to a stake, thence South 3.40 chain to a stake, thence 11.30 chains to the White River, thence along said River to the beginning, leaving herein contained after said exceptions 36 acres.

Also, Lot Number One (1) in Fractional Number thirty-six (36), Township Four (4), Range Eight (8) West, containing 56.18 acres, more or less, EXCEPTING THEREFROM all that part of the Northeast Quarter of Section Thirty-six (36), Township Four (4) North, Range Eight (8) West, lying West of White River and East of the West line of the right-of-way of the proposed cut-off known as pilot channel No. 2, as surveyed and described in the right-of-way maps, plans, and profile prepared by the United States Engineer, Approved by C C Noble, the District Engineer, under date of November 1959, which are referred to and incorporated here in, containing 25.42 acres, more or less.

Also, Ninety (90) rods of equal width across the entire North end of the Southwest Fractional Quarter of Section Number Thirty-six (36), Township Four (4) North, Range Eight (8) West, lying North and West of White River.

Also, 7.6 acres of equal width taken the entire length off the South side of the South half of the Northwest Fractional Quarter of Section Thirty-six (36), Township Four (4) North, Range Eight (8) West.

Situated in Vigo South Township, Knox County, Indiana

Township 4 North, Range 8 West, 2<sup>nd</sup> P M

Section 26: N/2 NE/4

Also, a strip of land taken off the East side of the Northwest Fractional Quarter of said Section 26, Township 4 North, Range 8 West, containing in all 99.40 acres, more or less.

Lease Riders

Lessee shall be responsible for and shall pay Lessor for any and all damages to Lessor's land and for actual damages to livestock growing crops trees fences roads culverts tiles improvements or other property of Lessor which damages may

the shortest route from the well to existing access road or pipelines, or power off-take at such position as provided by the relevant utility provider, as the case may be.

Specifically to include all riparian and littoral rights of lessor, including any meander lands, lands derived by accretions, to otherwise contiguous lands which may be owned by or claimed by lessor, whether or not they are specifically described above.

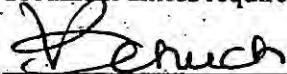
Lessee agrees to pay the sum of \$1,000 which is payable on or before commencement of operations as a location fee for the purpose of drilling the first well located on the lease, as damages for a pad of up to 225' by 225' or equivalent area and the access road thereto.

With reference to the first well drilled on the lease, Lessee shall pay Lessor \$30.00 per rod as damages for such lines used in Lessee's operation and any subsequent line pertaining to the first well shall be compensated at the same rate, which payment shall serve as consideration for an easement to lay lines and defrayment of damages. If more than one line is laid in the same trench or in trenches within 10' (ten feet) of each other at the same time, such shall be considered as a single line for the purposes of this clause. Damages shall include a 30' wide temporary construction area, approximately centered on the pipeline.

This Oil and Gas Lease is a "Top Lease" and is subordinate to that certain Oil and Gas Lease executed by Robert Summers & Sons, Inc., an Indiana Corporation, as Lessor, dated November 23, 2003, recorded as Instrument #04-0511, of the Daviess County, Indiana Recorder's Office and recorded as Instrument #04-0659, of the Knox County, Indiana Recorder's Office (hereafter referred to as the "Bottom Lease") which covers the lands that are the subject of this Lease. Notwithstanding anything herein to the contrary, it is understood and agreed that this Top Lease shall be effective and vest upon the expiration of the Bottom Lease.

Prepared by: Vickie L. Schuch, Riverside Petroleum Indiana, LLC, 526 W. 14<sup>th</sup> Street, #223, Traverse City, MI 49684

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document unless require by law.



Vickie L. Schuch



\* 2 0 1 7 R 0 2 6 6 4 1 1 \*

2017R02664

LISA CLARK-BENOCK  
KNOX COUNTY RECORDER  
VINCENNES, IN  
RECORDED ON

06/08/2017 11:50:21AM

REC FEE:31.00

PAGES: 11

[The space above this line is reserved for recording information]



REF132006893A

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.

### Landlord and Mortgagee Waiver (Facility Lease)

FCL Signer **BOB BIMSON**

This instrument was drafted by:  
Farm Credit Leasing Services Corporation  
600 Highway 169 S, Suite 300  
Minneapolis, MN, 55426-1219  
DERRIC SAVILLE

Contract Number: 001-0086049-000

After Recording, Please Return To:  
Document Recording Services  
1201 Hays St., Suite 103  
Tallahassee, FL 32301

Dated as of: **May 8<sup>th</sup>, 2017**

This Landlord and Mortgagee Waiver ("Agreement") is entered into by and among the following parties:

**Lessor:** Farm Credit Leasing Services Corporation

**Lessee:** Robert Summers & Sons, Inc., an Indiana Corporation

**Owner of Land:** Robert Summers & Sons, Inc., an Indiana corporation

**Mortgagee:** Farm Credit Mid-America, PCA and Farm Credit Mid-America, FLCA

**WHEREAS,** the undersigned Lessee, Owner of Land, and/or Mortgagee hold certain interests in the land legally described in Exhibit B hereto (the "Property"); and

**WHEREAS,**

Lessor and Lessee have entered into a certain Interim Funding Agreement for the Contract Number indicated above, by which Lessor is having certain facility(ies), building(s) and/or

IPC  
11pgs

Landlord and Mortgagee Waiver  
Page 1 of 11

KNOX COUNTY RECORDER 2017R02664 Contract # 001-0086049-000

Document Recording Services  
Suite 103  
1201 Hays St.  
Tallahassee, FL 32301

31.

structure(s) and related fixtures, all as described in Exhibit A hereto (collectively, the "Facility"), constructed and installed on the Property for lease to Lessee in accordance with a Facility Lease Agreement (the "Lease") executed by Lessor and Lessee, or anticipated to be executed by Lessor and Lessee, upon completion of the Facility.

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the parties hereto from the making of such Lease, the undersigned parties ("Parties") hereby agree to the terms contained below.

1. Ownership of the Facility shall be and remain severed from that of the Property;
2. Title to and ownership of the Facility shall at all times be and remain exclusively with the Lessor, and no interest in the Property shall attach to the Facility;
3. The Facility shall not be subject to the lien of any mortgage, deed of trust, secured transaction or instrument heretofore or hereafter arising against the Property;
4. Lessor, its agents and assigns, shall have full access upon the Property to inspect, repair, rebuild, disassemble, or remove the Facility without further notice to, or further permission of, charge for, or obligation to, the Parties, and in the event of default by Lessee in the payment or performance of any of Lessee's obligations and liabilities to the Lessor, Lessor may, at its option, remove the Facility or any part thereof from the Property without objection, delay, hindrance or interference by the Parties, and in such case, the Parties (other than the Lessor) will make no claim or demand whatsoever against the Facility;
5. Subject to Paragraph 6 below, the Facility may remain on the Property without charge throughout the term of the Lease and thereafter so long as Lessor (and/or Lessor's assigns) retains an interest in the Facility;
6. Mortgagee agrees that, if it sells the Property at foreclosure sale, or takes title to the Property under any deed in lieu of foreclosure or the like, it shall do so subject to the terms of this Agreement, provided, however, that following any such sale or transfer of title to the Property, Mortgagee or any third-party purchaser of the Property may, within 30 days after such sale or transfer of title, give Lessor written notice directing removal of the Facility, in which case Lessor shall either remove the Facility within 90 days after its receipt of such notice or forfeit its interest in the Facility, and in the event that no such notice is timely given, the Facility may remain on the Property subject to Lessor's interest in the Facility, and this Agreement shall remain in full force and effect according to its terms; and
7. Lessor and Lessee may agree, without affecting the validity of this Landlord and Mortgagee Waiver, to extend, amend or in any way modify the terms of payment or performance of any of the Lessee's obligations and liabilities to Lessor, without the consent and without giving notice thereof to the other Parties.

All of the Parties agree that the Lessor may sell, transfer, convey, or assign its interest in the Lease to any other persons or entities and that the terms of this Landlord and Mortgagee Waiver will remain fully valid and in effect and binding upon the Parties for the benefit of such above-referenced persons or entities.

This Agreement shall expire and be of no further effect at such time (and only at such time) that Lessee duly closes upon the purchase of the Facility under any applicable purchase option contained in the Lease or as otherwise agreed by Lessor at its sole and absolute discretion.

This Landlord and Mortgagee Waiver binds all of the Parties, their heirs, personal representatives, successors and assigns and shall inure to the benefit of Lessor, its successors and assigns.


**Lessor: Farm Credit Leasing Services Corporation**

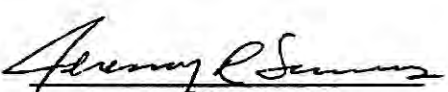
By:

 <i>Signature</i>	<u>Bob Bimson</u> <i>Name</i>	<u>Supervisor, Leasing Delivery Services</u> <i>Title</i>
---	----------------------------------	--

**Lessee: Robert Summers & Sons, Inc., an Indiana Corporation**

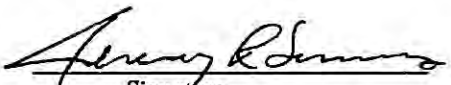
By:

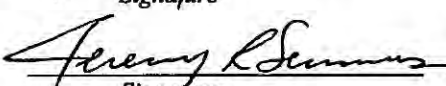
 <i>Signature</i>	<u>Jeremy R. Summers</u> <i>Name</i>	<u>Director</u> <i>Title</i>
---	---	---------------------------------

 <i>Signature</i>	<u>Jeremy R. Summers as Attorney in Fact for Randy R. Summers</u> <i>Name</i>	<u>Director</u> <i>Title</i>
---	--	---------------------------------

**Owner of the Land: Robert Summers & Sons, Inc., an Indiana Corporation**

By:

 <i>Signature</i>	<u>Jeremy R. Summers</u> <i>Name</i>	<u>Director</u> <i>Title</i>
---	---	---------------------------------

 <i>Signature</i>	<u>Jeremy R. Summers as Attorney in Fact for Randy R. Summers</u> <i>Name</i>	<u>Director</u> <i>Title</i>
---	--	---------------------------------

**Mortgagee: Farm Credit Mid-America, PCA**

By:

Matt D. Oberlies      Matt D. Oberlies      VP Agribusiness  
Signature                                  Name                                  Title

**Second Mortgagee: Farm Credit Mid-America, FLCA**

By:

Matt D. Oberlies      Matt D. Oberlies      VP Agribusiness  
Signature                                  Name                                  Title

**Exhibit A**

**Description of the Facility**

**One (1) New 2017 Brock 90'x59' Outside Stiff Grain Bin and Handling Equipment together, with all fixtures, attachments, components, and accessories.**



**EXHIBIT B**

The following real property in County of Knox, State of Indiana, to wit:

**TRACT I-B:**

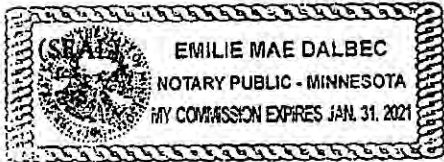
North One-half of Northeast Quarter of the Southeast Quarter of Section Eleven (11), Township Four (4) North, Range Eight (8) West, containing Twenty (20) acres, more or less.

Also, a Plot of Ground Thirty-two (32) Feet in width abutting the public highway and One hundred seventy eight (178) feet deep in the Northeast corner of the South one-half of the Northeast Quarter of the Southeast Quarter of **Section Eleven (11), Township Four (4) North, Range Eight (8) West EXCEPTING THEREFROM** a parcel conveyed by a certain Warranty Deed executed by Robert Summers & Sons, Inc. to the State of Indiana as recorded on August 8, 2003, in Document #03-7147 in the Office of the Recorder of Knox County, Indiana being 1.565 acres, more or less.

Notary Acknowledgment

STATE OF MINNESOTA     )  
  ) \$\$  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this 19 day of MAY, 2017, by  
Bob Binson, Supervisor - Leasing Delivery Services, of Farm Credit Leasing  
Services Corporation, a federally chartered instrumentality of the United States, on behalf of said entity.



Emilie Mae Dalbec  
Notary Public  
Name Emilie Mae Dalbec  
My commission expires: 1-31-2021

Notary Acknowledgment

STATE OF INDIANA )  
 )  
 ) SS  
COUNTY OF Daviess )

The foregoing Landlord and Mortgagee Waiver was acknowledged before me, this 9 day of May, 2017, by Jeremy R. Summers, Director, of Robert Summers & Sons, Inc, an Indiana corporation, on behalf of the corporation, the Mortgagor of this Real Estate Mortgage.

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

(SEAL)

Matt D. Oberlies

Notary Public

Printed Name: Matt D. Oberlies

My commission expires: 8-23-2020

County of Residence: Scott



STATE OF INDIANA )  
 )  
 ) SS  
COUNTY OF Daviess )

The foregoing Landlord and Mortgagee Waiver was acknowledged before me, this 9 day of May, 2017, by Jeremy R. Summers as Attorney in Fact for Randy R. Summers, Director, of Robert Summers & Sons, Inc, an Indiana corporation, on behalf of the corporation, the Mortgagor of this Real Estate Mortgage.

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

(SEAL)

Matt D. Oberlies

Notary Public

Printed Name: Matt D. Oberlies

My commission expires: 8-23-2020

County of Residence: Scott



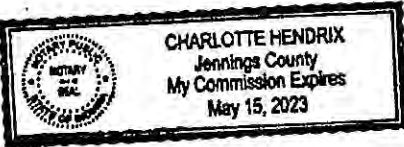
Notary Acknowledgment

STATE OF INDIANA )  
 )  
COUNTY OF Scott ) SS

The foregoing \*id was acknowledged before me, this 9 day of May, 2017, by Matt D. Oberlies, VP Agribusiness, of Farm Credit Mid-America, PCA, a federally chartered instrumentality of the United States, on behalf of said entity, the Mortgagor of this Real Estate Mortgage.

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

(SEAL) Charlotte Hendrix  
Notary Public  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_



*\* Landlord and Mortgagee Waiver*

Notary Acknowledgment

STATE OF INDIANA )  
 )  
COUNTY OF Scott ) SS

The foregoing ~~\*~~ was acknowledged before me, this 9 day of May, 2017, by Matt Oberlies, VPA as business, of Farm Credit Mid-America, FLCA, a federally chartered instrumentality of the United States, on behalf of said entity, the Mortgagor of this Real Estate Mortgage.

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

(SEAL) Charlotte Hendrix



Notary Public  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_

*\* Landlord and Mortgagee Waiver*

45-5

No. 7444 ✓  
STATE OF INDIANA } SS  
COUNTY OF KNOX }  
EASEMENT  
TWP. 4N RANGE 8W  
Sec. 12 MAP NO.  
KNOW ALL MEN BY THESE PRESENTS, that the undersigned George Summers and Edna Summers

(Grantor) (husband and wife), of the aforesaid county and state, grantors, in consideration of its undertaking to construct and operate a system to distribute electricity to rural residents of said county and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto Knox County Rural Electric Membership Corporation, grantee, its successors and assigns, the right and easement to enter upon the lands hereinafter mentioned, to-wit:  
A tract of about 40 acres situated in Vigo Township Sec. 12

In Twp. 4N Range 8W in Knox County, Indiana,  
about 1 1/2 miles S from the town of Edwarsport, Ind.  
and to place, construct, operate, repair, maintain, relocate and replace thereon, and in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, or any part thereof, and to cut and trim trees and shrubbery to the extent necessary to keep the said electric line or system free and clear therefrom, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall and near enough to strike the wires if such trees should fall.  
In granting this easement, it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, as long as it does not materially increase the cost of construction.  
The undersigned covenant that they are the owners of the lands on which this easement is granted and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

The aforesaid easement includes the right at any time to enter upon the said land, with the necessary tools and equipment, to do the acts mentioned. Reservation of the full use and enjoyment of said land insofar as it shall not interfere with the easement hereby granted is hereby expressly made. It is further understood that, whenever necessary, words used in this instrument in the plural shall be construed to read in the singular and that words used in masculine gender shall be construed to read in the feminine.  
In Witness Whereof, this easement is signed as of the 20 day of Oct., 1939.

George Summers  
Edna Summers  
STATE OF INDIANA } SS  
COUNTY OF KNOX }  
Before me, the undersigned Notary Public in and for said County and State, on the 20 day of Oct., 1939,  
personally appeared George Summers & Edna Summers

and duly acknowledged the execution of foregoing easement.  
Margaret L. Griffith  
Notary Public.

My Commission Expires Jan. 18, 1943  
(NOTARY PUBLIC, ~~KNOX COUNTY~~ INDIANA, SEAL)  
Recorded the 16 day of December, A. D., 1939, at 11:30 O'Clock A. M.  
FAY HEDDEN, Recorder Knox County, Indiana.

No. 7445 ✓  
STATE OF INDIANA } SS  
COUNTY OF KNOX }  
EASEMENT  
TWP. 4N RANGE 8W  
Sec. 12 MAP NO.  
KNOW ALL MEN BY THESE PRESENTS, that the undersigned Raymond Summers and Ruby Summers

(Grantor) (husband and wife), of the aforesaid county and state, grantors, in consideration of its undertaking to construct and operate a system to distribute electricity to rural residents of said county and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto Knox County Rural Electric Membership Corporation, grantee, its successors and assigns, the right and easement to enter upon the lands hereinafter mentioned, to-wit:  
A tract of about 40 acres situated in Pt. Sec. 12

In Twp. 4N Range 8W in Knox County, Indiana,  
about 2 miles S from the town of Edwarsport, Ind.  
and to place, construct, operate, repair, maintain, relocate and replace thereon, and in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, or any part thereof, and to cut and trim trees and shrubbery to the extent necessary to keep the said electric line or system free and clear therefrom, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall and near enough to strike the wires if such trees should fall.  
In granting this easement, it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, as long as it does not materially increase the cost of construction.  
The undersigned covenant that they are the owners of the lands on which this easement is granted and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

The aforesaid easement includes the right at any time to enter upon the said land, with the necessary tools and equipment, to do the acts mentioned. Reservation of the full use and enjoyment of said land insofar as it shall not interfere with the easement hereby granted is hereby expressly made. It is further understood that, whenever necessary, words used in this instrument in the plural shall be construed to read in the singular and that words used in masculine gender shall be construed to read in the feminine.  
In Witness Whereof, this easement is signed as of the 22 day of Oct., 1939.

Raymond Summers  
Ruby Summers  
STATE OF INDIANA } SS  
COUNTY OF KNOX }  
Before me, the undersigned Notary Public in and for said County and State, on the 22 day of Oct., 1939,  
personally appeared Raymond Summers and Ruby Summers

and duly acknowledged the execution of foregoing easement.  
Margaret L. Griffith  
Notary Public.

My Commission Expires Jan. 18, 1943  
(NOTARY PUBLIC, ~~KNOX COUNTY~~ INDIANA, SEAL)  
Recorded the 16 day of December, A. D., 1939, at 11:30 O'Clock A. M.  
FAY HEDDEN, Recorder Knox County, Indiana.

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

Form FHA 442-20  
(3-4-68)

509

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

GEORGE F. SUMMERS and \_\_\_\_\_

hereinafter referred to as GRANTOR, by KNOX COUNTY WATER I.N.C.  
hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant,  
bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to  
erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a water line

over, across, and through the land of the GRANTOR situate in Knox County, State of Indiana, said land being described  
as follows:

PT NW 1/4 SW 1/4 x SE 1/4 SW 1/4 CONTAINING 90  
ACRES

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.

The easement shall be 16 feet in width, the center line of which is described as follows:

ADJACENT TO COUNTY ROAD 1100E WHICH FORMS  
THE SOUTH BOUNDARY OF FARM

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.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 12th day of November  
19 76.

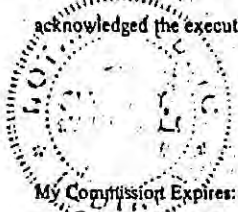
George F. Summers (SEAL)  
George F. Summers

\_\_\_\_\_ (SEAL)

Before me, Esther M. Carr, a Notary Public, this 12th day of

November, 19 76, George F. Summers and \_\_\_\_\_

acknowledged the execution of the annexed right of way easement deed.



Esther M. Carr  
Notary Public Esther M. Carr

My Commission Expires:

3-26-80

This Instrument Prepared by William J. Hartsburg

RECORDED THE 18 DAY OF May 19 77 AT 10 O'CLOCK P.M. William J. Hartsburg Mervin C. Westfall R. K. C.





\* 2 0 1 5 R 0 1 2 8 8 4 \*  
2015R01288

KNOX COUNTY RECORDER, IN  
Map Location 03/20/2015 11:01:19AM

**RIGHT-OF-WAY AGREEMENT**

THIS RIGHT-OF-WAY AGREEMENT, made and entered into this 27 day of JAN., 2015, by and between Robert Summers & Sons Inc., Grantor, and WESTERN INDIANA ENERGY RURAL ELECTRIC MEMBERSHIP CORPORATION (WIN Energy), an Indiana corporation, Grantee, whose principal business office is located at 3981 South US Highway 41, Vincennes, IN 47591.

**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 twenty (20) feet in width across the lands of the Grantor as hereinafter described; 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 forty (40) feet in width across the lands of the Grantor as hereinafter described.

2. The easement granted shall extend across the lands of the Grantor situated in Knox County, Indiana, being the property conveyed to the Grantor by deed of Warranty Deed, dated April 18, 1997, and recorded in the Office of the Recorder of the County of Knox, Indiana in Deed Book 260, page 486; and the easement granted 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.

KNOX COUNTY RECORDER

*Robert Summers*  
7849 1288 1  
*Summers Rd*  
*E prot, Jan 47528*

*2pc*  
*4. pp*  
$$\frac{17}{18}$$
  
*1cr*

4. Grantee shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth, and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut, and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by Grantee shall remain the property of Grantor.

5. For the purpose of exercising the rights granted herein, Grantee shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of Grantor. The right, however, is reserved to Grantor to shift, relocate, close, or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, Grantee shall have the right of ingress and egress over the lands of the Grantor adjacent to the easement. Grantee shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to Grantor.

6. Grantee shall repair damage to roads, fences or other improvements outside the boundaries of the easement and shall repair or pay Grantor, at Grantee's option, for other damage done to Grantor's property outside the boundaries of the easement caused by Grantee in the process of the construction, inspection, and maintenance of Grantee's facilities, or in the exercise of its right of ingress and egress; provided Grantor gives written notice to Grantee within sixty (60) days after such damage occurs.

7. Grantor, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with Grantee's exercise of any of its rights granted hereunder. Grantor shall not have the right to construct any building, structure, or other above-ground obstruction on the easement; provided, however, Grantor may construct on the easement fences and below-ground obstructions as long as said fences and below-ground obstructions do not interfere with Grantee's exercise of any of its rights granted hereunder. Grantor will advise Grantee if any obstructions are being added to said easement. In the event such use does interfere with Grantee's exercise of any of its rights granted hereunder, Grantee may, in its reasonable discretion, relocate such of its facilities as may be practicable to a new site designated by Grantor and acceptable to Grantee. In the event any such facilities are so relocated, Grantor shall reimburse Grantee for the costs thereof and convey to Grantee an equivalent easement at the new site.

8. Grantee shall have the right to assign or transfer, without limitation, to any public service company all or any part of the perpetual right, privilege, and easement granted herein.

9. Whenever the context of this Right-of-Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

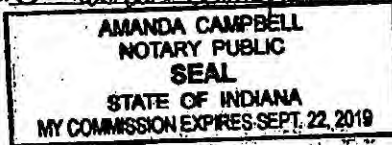
10. Grantor covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights, and privileges; and that Grantor shall execute such further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

WITNESS the following signature and seal:

Randy Summers & Sons Inc. (SEAL)  
 (Owner)  
by Randy Summers Pres.  
 (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: Amanda Campbell



State of Indiana

SS:

County of Knox

Before me the undersigned, a Notary Public for Knox County, State of Indiana, personally appeared Randy Summers, and acknowledged the execution of this instrument this 27th day of January, 2015.

(SEAL)

Amanda Campbell  
 Notary

My Commission Expires: Sept. 22, 2019

State of Indiana

SS:

County of \_\_\_\_\_

Before me the undersigned, a Notary Public for \_\_\_\_\_ County, State of Indiana, personally appeared \_\_\_\_\_, and acknowledged the execution of this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

Notary

My Commission Expires: \_\_\_\_\_

Prepared by: \_\_\_\_\_

WARRANTY DEED

THIS INDENTURE WITNESSETH, That RANDY R. SUMMERS and MICHAEL G. SUMMERS, as tenants in common, ("Grantor") of Knox County, in the State of Indiana, CONVEY AND WARRANT to ROBERT SUMMERS & SONS, INC., an Indiana Corporation, of Knox County, in the State of Indiana, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Knox County, in the State of Indiana:

All of Grantors' interest in and to the following described real estate:

The North one-half (1/2) of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Twelve (12) Town Four (4) North, Range Eight (8) West, containing twenty (20) acres, more or less; Subject to Edna M. Summers' right to live in house located on above described real estate for her life or as long as she so desires.

And also, the South one-half (1/2) of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Twelve (12) Town Four (4) North, Range Eight (8) West, containing twenty (20) acres, more or less.

Subject to the 1997 real estate taxes due and payable in 1998 and all taxes and assessments due thereafter.

IN WITNESS WHEREOF, Grantor has executed this deed this 15th day of April, 1997.

Randy R. Summers  
RANDY R. SUMMERS

Michael G. Summers  
MICHAEL G. SUMMERS

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF KNOX   )

Before me, a Notary Public in and for said County and State, personally appeared RANDY R. SUMMERS and MICHAEL G. SUMMERS who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 15th day of April, 1997.

Carol Gillie  
Printed Carol Gillie  
Notary Public is a resident of Knox County, Indiana.



My Commission Expires:  
D. 12-29-99

This instrument prepared by A. Charles Gillie, Attorney at Law, at the specific request of GRANTOR based solely on information supplied by one or more of the parties to this conveyance and without examination of title or abstract. The drafter assumes no liability for any errors, inaccuracy, or omissions in this instrument resulting from the information provided, the parties hereto signifying their assent to this disclaimer by GRANTOR'S execution and GRANTEE'S acceptance of the instrument.

Return to: Robert Summers & Sons, Inc.  
R.R. #1  
Edwardsport, IN 47528

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL  
ACCEPTANCE FOR TRANSFER  
THIS 15th DAY OF April 1997  
Auditor Knox County

RECORDED April 18 1997 AT 10:00 P.M.  
BOOK 260 PAGE 486 FEE \$ 11.00  
KNOX COUNTY RECORDER  
Bruna F. Wall  
Auditor Knox County

WARRANTY DEED

THIS INDENTURE WITNESSETH, That ROBERT H. SUMMERS and MARQUITA L. SUMMERS ("Grantor") of Knox County, in the State of Indiana, CONVEY AND WARRANT to ROBERT SUMMERS & SONS, INC., an Indiana Corporation, of Knox County, in the State of Indiana, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Knox County, in the State of Indiana:

All of Grantors' interest in and to the following described real estate:

The North one-half (1/2) of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Twelve (12) Town Four (4) North, Range Eight (8) West, containing twenty (20) acres, more or less; (Subject to right of Edna M. Summers to live in house located on above described real estate for her life or as long as she so desires.

And also, the South one-half (1/2) of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Twelve (12) Town Four (4) North, Range Eight (8) West, containing twenty (20) acres, more or less.

Subject to the 1997 real estate taxes due and payable in 1998 and all taxes and assessments due thereafter.

IN WITNESS WHEREOF, Grantor has executed this deed this 15th day of April, 1997.

Robert H. Summers  
ROBERT H. SUMMERS

Marquita L. Summers  
MARQUITA L. SUMMERS

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF KNOX   )

Before me, a Notary Public in and for said County and State, personally appeared ROBERT H. SUMMERS and MARQUITA L. SUMMERS who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 15th day of April, 1997.

Carol Gillie  
Printed Carol Gillie  
Notary Public is a resident of Knox County, Indiana.

My Commission Expires: 12-29-99

This instrument prepared by A. Charles Gillie, Attorney at Law, at the specific request of GRANTOR based solely on information supplied by one or more of the parties to this conveyance and without examination of title or abstract. The drafter assumes no liability for any errors, inaccuracy, or omissions in this instrument resulting from the information provided, the parties hereto signifying their assent to this disclaimer by GRANTOR'S execution and GRANTEE'S acceptance of the instrument.

Return to: Robert Summers & Sons, Inc.  
R.R. #1  
Edwardsport, IN 47528

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL  
ACCEPTANCE FOR TRANSFER  
THIS 18th DAY OF April 1997  
Auditor Knox County

By Sharon K. Aubrey

RECORDED Apr 18 1997 AT 1:00 P.M.  
Deed BOOK 260 PAGE 488 FEES 10.00  
Brenda L. Hall  
RKC

Auditor's Office of

1883

County

County Copy (White)  
Grantor Copy (Pink)  
Highway Comm. Copy (Blue)

Proj. No. 667

Section A

Str. No.

RIGHT OF WAY GRANT

This indenture witnesseth that the undersigned, as grantors and sole owners of land in 1883 County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the County of 1883 to improve, hereby grant, bargain, warrant and convey to the County of 1883 for Right of Way, lands as described below and located by surveys and shown on plans on file in the office of the County of 1883. The description from said plans of said right of way hereby granted is as follows:

Plans on County Road No. 258, Project No. 667 Sec. A Str. No. \_\_\_\_\_

Paper Relocation

Plans Dated 1911

From Station to Station		Distance in feet is from center line as shown on the above designed plans to the new Right of Way line hereby granted.	
		Left Side of Center Line	Right Side of Center Line
00 + 72.7	to 6 + 00	55 feet	55 or to property line feet
6 + 00	to 14 + 50	35 feet	feet
14 + 50	to 14 + 81	35 to 75 feet	feet
	to	feet	feet
	to	feet	feet



order of Ray Tribley  
Edwardport Indiana  
(Give address of Payee)

It is further understood and agreed that this conveyance transfers only the right to make, construct and maintain such highway on said lands and to use any material lying within the above described limits suitable for use in constructing and maintaining said highway and does not convey any rights to any minerals or other substances underneath the surface, except as it may be used for the construction or maintenance of such improved highways.

No timber shall be cut or removed from said granted right of way except that which from time to time is designated by 1883 County, through its authorized representatives. Wherever the County of 1883 shall designate any timber to be removed from said right of way, the grantors shall promptly remove the same from said right of way and failing to do so for five days after being notified the County of 1883 or its contractor may remove such timber from the right of way onto the adjoining lands of the grantors, or successor or if he or they object, may sell or destroy such timber.

It is further understood and agreed, that the Grantors herein will not in the future, build or construct any permanent buildings or structures of a permanent nature within \_\_\_\_\_ feet of the above described right of way line except fences of the ordinary farm type.

The undersigned Grantors being duly sworn, says that he, she (is) or they (are) the sole owner(s) of the above described property, and said grantors further represent that there are no encumbrances, leases, liens or options of any kind or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the County of \_\_\_\_\_ to pay them the amount herein stipulated.

Ray A. Tribley (Grantor) \_\_\_\_\_ (Grantor)  
Eugenia M. Tribley (Grantor) \_\_\_\_\_ (Grantor)  
\_\_\_\_\_ (Grantor) \_\_\_\_\_ (Grantor)

Attest: \_\_\_\_\_ Dated \_\_\_\_\_ 19\_\_

Paul W. Dierste  
Auditor  
The above grant is hereby accepted  
Clarence Tree  
James W. Harris  
James L. Wilson

Board of County Commissioners of \_\_\_\_\_ County, Indiana.  
RECORDED THE 16 DAY OF Dec. 1915 AT 9:30 O'CLOCK A.M. Raymond R. K. C.

No. 7446  
STATE OF INDIANA )  
COUNTY OF KNOX ) SS

### EASEMENT

TWP. 4N..... RANGE 8W.....  
Sec. 11..... MAP NO.....

KNOW ALL MEN BY THESE PRESENTS, that the undersigned August Boberg and Matilda Boberg

(unmarried) of the aforesaid county and state, grantors, in consideration of its undertaking to construct and operate a system to distribute electricity to rural residents of said county and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto Knox County Rural Electric Membership Corporation, grantee, its successors and assigns, the right and easement to enter upon the lands hereinafter mentioned, to-wit:

A tract of about 17 acres situated in Pt. 22, NE 1/4, Sec. 11, Pt. of SE 1/4 of NE 1/4 of Sec. 11 & 8, beginning at the SE corner of said 1/4 running W to the Indianapolis and Vincennes R.R. thence SE along said R.R. to the Sec. line; thence S. to the place of beginning with the exception of 5 acres of land which is hereby reserved from the above described land and which is known and platted as the Odd Fellows Cemetery, also 1/2 acre bounded as follows: Beginning at the SE corner of Odd Fellows Cemetery on Sec. line between Secs. 11 and 12 town 4 N Range 8 W; running N 4 rods, thence W 10 rods thence S 4 rods, thence E 10 rods to the place of beginning.

The deeded land above containing (20) acres more or less. Knox County, Indiana.

In Twp. 4N, Range 8W, is from the town of Edwardsport, Ind. and to place, construct, operate, repair, maintain, relocate and replace thereon, and in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, or any part thereof, and to cut and trim trees and shrubbery to the extent necessary to keep the said electric line or system free and clear therefrom, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall and near enough to strike the wires if such trees should fall.

In granting this easement, it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, as long as it does not materially increase the cost of construction.

The undersigned covenant that they are the owners of the lands on which this easement is granted and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

None.

The aforesaid easement includes the right at any time to enter upon the said land, with the necessary tools and equipment, to do the acts mentioned. Reservation of the full use and enjoyment of said land insofar as it shall not interfere with the easement hereby granted is hereby expressly made.

It is further understood that, whenever necessary, words used in this instrument in the plural shall be construed to read in the singular and that words used in masculine gender shall be construed to read in the feminine.

In Witness Whereof this easement is signed as of the 22 day of April, 1939.

August Boberg  
Matilda Boberg

STATE OF INDIANA )  
COUNTY OF KNOX ) SS

Before me, the undersigned Notary Public in and for said County and State, on the 22 day of April, 1939, personally appeared August Boberg and Matilda Boberg

My Commission Expires Jan. 18, 1943  
(NOTARY PUBLIC, INDIANA, SEAL)

Margaret L. Griffith  
Notary Public.

Recorded the 16th day of December, A. D., 1939, at 11:30 O'Clock A. M. FAY REDDEN, Recorder Knox County, Indiana.

No. 7447  
STATE OF INDIANA )  
COUNTY OF KNOX ) SS

### EASEMENT

TWP. 5N..... RANGE 8W.....  
Sec. 24..... MAP NO.....

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Emma Buckthal

(unmarried) of the aforesaid county and state, grantors, in consideration of its undertaking to construct and operate a system to distribute electricity to rural residents of said county and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto Knox County Rural Electric Membership Corporation, grantee, its successors and assigns, the right and easement to enter upon the lands hereinafter mentioned, to-wit:

A tract of about 20 acres situated in Sec. 24

In Twp. 5N, Range 8W, is from the town of Knox County, Indiana.

and to place, construct, operate, repair, maintain, relocate and replace thereon, and in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, or any part thereof, and to cut and trim trees and shrubbery to the extent necessary to keep the said electric line or system free and clear therefrom, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall and near enough to strike the wires if such trees should fall.

In granting this easement, it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, as long as it does not materially increase the cost of construction.

The undersigned covenant that they are the owners of the lands on which this easement is granted and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

The aforesaid easement includes the right at any time to enter upon the said land, with the necessary tools and equipment, to do the acts mentioned. Reservation of the full use and enjoyment of said land insofar as it shall not interfere with the easement hereby granted is hereby expressly made. It is further understood that, whenever necessary, words used in this instrument in the plural shall be construed to read in the singular and that words used in masculine gender shall be construed to read in the feminine.

In Witness Whereof this easement is signed as of the 1st day of July, 1939.

Emma Buckthal

STATE OF INDIANA )  
COUNTY OF KNOX ) SS

Before me, the undersigned Notary Public in and for said County and State, on the 1st day of Aug., 1939, personally appeared Emma Buckthal

My Commission Expires Jan. 18, 1943  
(NOTARY PUBLIC, INDIANA, SEAL)

Margaret L. Griffith  
Notary Public.

Recorded the 16th day of December, A. D., 1939, at 11:30 O'Clock A. M. FAY REDDEN, Recorder Knox County, Indiana.

of the land of Grantors, which lies in the Southwest Quarter (SE $\frac{1}{4}$ ) of Section 6, Township  
th, Range 6 West. The Grantors reserve the use of said land not inconsistent with this  
. The said Grantee is hereby granted the right and privilege at any time to cut and trim all  
on or which overhang the right of way above described and to clear the ground of timber  
rush or to remove any other obstructions which, in the judgment of the Grantee, should be  
ed in order to prevent interference with the wires or appurtenances used in connection with  
line. Any damages to the crops or fences of the undersigned, or of the heirs, executors,  
istrators, assigns or tenants of the undersigned, caused by the employes of the Grantee,  
occasioned by the original construction or subsequent acts of the Grantee's employes, shall  
emptly paid by the said Grantee, provided claims for such damages, if any, are filed with  
rantee at its Indianapolis office within Thirty (30) days after such damages occur.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands, this 7th day of  
er, 1948.

George Hoover (SEAL)  
George Hoover

Mina Hoover (SEAL)  
Mina Hoover

STATE OF INDIANA, COUNTY OF DAVIESS, SS:  
personally appeared before me this day GEORGE HOOVER AND MINA HOOVER, HUSBAND AND WIFE, and  
acknowledged the execution of the foregoing instrument by them to be their voluntary act and  
IN WITNESS my hand and notarial seal, this 7th day of October, 1948.

John V. White Notary Public  
John V. White  
I. R. Stamp \$1.10

My commission expires May 11, 1950  
Filed for record October 16, 1948 at 9:35 A.M.

*John V. White*

15  
E.-Bedford 132KV Line ELECTRIC POLE LINE EASEMENT

Daviess County  
Steele Township 61-356

IN CONSIDERATION OF the sum of the Ten Dollars (\$10.00) and other valuable considerations,  
receipt of which is hereby acknowledged, the undersigned hereby grants unto PUBLIC SERVICE  
ANY OF INDIANA INC., an Indiana corporation, and its successors and assigns, Grantee, the  
ment and right to construct, operate, patrol, maintain, reconstruct and remove an electric  
, including necessary poles, wires, anchors, guys and fixtures attached thereto, for the tr-  
ission of electrical energy over, along or across the following described real estate situated  
the County of Daviess, and State of Indiana, to-wit: A strip of land one hundred (100) feet  
width, lying fifty (50) feet wide on both sides of a center line, described as follows:



A certain line which has been surveyed, laid out, and is now marked by stakes placed by the Engineers of the Grantee herein, and which said line runs South 88° 17' East and intersects the west line of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 8, Township 4 North, Range 7 West, at a point which is south five hundred twenty-nine and seven tenths (529.7) feet distant from the northwest corner of said Quarter Section, and at a distance of twenty six hundred sixty-three (2663) feet from said point of intersection, said marked line intersects also the east line of said Quarter Section at a point which is south six hundred nine and seven tenths (609.7) feet distant from the northeast corner of said Quarter Section. Which strip of land is located in that part of the land of Grantor, which lies in the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 8, Township 4 north, range 7 west. The easement herein conveyed shall be subject to such interest as the Grantor, Seth A. Keith, shall have in said real estate by virtue of a certain warranty deed executed on July 34, 1935, by Dicey E. Keith, to the said Seth A. Keith, conveying said real estate, and which said deed was recorded in Deed Record No 47, page 234 in the office of the Recorder of Daviess County, Indiana, and said easement is subject to the restrictions and conditions set out in said deed. The Grantor reserves the use of said land not inconsistent with this grant. The said Grantee is hereby granted the right and privilege at any time to cut and trim all trees on or which overhang the right of way above described and to clear the ground of timber and brush or to remove any other obstructions which, in the judgment of the Grantee, should be removed in order to prevent interference with the wires or appurtenances used in connection with said line. Any damages to the crops or fences of the undersigned, or of the heirs, executors, administrators, assigns or tenants of the undersigned, caused by the employes of the Grantee, and occasioned by the original construction or subsequent acts of the Grantee's employes, shall be promptly paid by the said Grantee, provided claims for such damages, if any, are filed with the Grantee at its Indianapolis office within ninety (90) days after such damages occur.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 15th day of September, 1948 .

Seth A. Keith (SEAL)  
Seth A. Keith

STATE OF INDIANA, COUNTY OF DAVIESS, SS:

Personally appeared before me this day Seth A. Keith, unmarried and acknowledged the execution of the foregoing instrument by him to be his voluntary act and deed.

WITNESS my hand and notarial seal, this 15th day of September, 1948.

John S. Hastings Notary Public  
John S. Hastings  
I. R. Stamps \$1.10

L.S.  
My commission expires January 9, 1952  
Received for record October 16, 1948 at 9:36 A.M.

*Laurie H. Keith*

R. D. C.  
\*\*\*\*\*00000\*\*\*\*\*  
No. 25279  
WARRANTY DEED

THIS INDENTURE WITNESSETH, That Joseph Raber, Widower, of Daviess County, in the State of Indiana, Convey and Warrant to William Raber and Lillie Catherine Raber, husband and wife of Daviess County, in the State of Indiana, for the sum of One DOLLAR, the receipt whereof is hereby acknowledged, the following described REAL ESTATE, situate in Daviess County, in the State of Indiana, to-wit: The South side of the Northeast quarter of the Southwest quarter of Section Twenty-four (24) Township Four (4) North, Range Six (6) West, containing Twenty 20 twenty acres, more or less. Also, the North side of the Northwest quarter of the Northeast quarter of Section 24, Township 4 North, Range 6 West of the Second Principal Meridian, containing 20 acres, more or less, in Bogard Township, Daviess Indiana, Being part of same premises conveyed to The Prudential Insurance company of America, by deed dated May 7, 1934,

*For correction see Deed Rec. 90  
Page 399, show 1st day of May, 1945  
attest: Mammie K. Barber*

THIS INDENTURE WITNESSETH, That Sadie Marshall, a widow and unmarried, of Daviess County, in the State of Indiana CONVEY AND WARRANT to Thitha A. McCraney of Daviess County, in the State of Indiana, for and in consideration of One dollar, the receipt whereof is hereby acknowledged, the following described REAL ESTATE in Daviess County in the State of Indiana, to-wit: Lot No. 209 in West Washington Place, an addition to the City of Washington. Subject to taxes.

IN WITNESS WHEREOF, The said Sadie Marshall, a widow and unmarried, has hereunto set her hand and seal, this 29th day of November 1951.

Sadie Marshall (Seal)  
Sadie Marshall

STATE OF INDIANA, DAVIESS COUNTY, SS.

Before me, the undersigned, a Notary Public in and for said County and State, this 29th day of November A.D., 1951, personally appeared the within named Sadie Marshall, a widow and unmarried, Grantor in the above conveyance, and acknowledged the execution of the same to be her voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

L.S.  
My Commission expires September 20, 1954  
Received for record December 1, 1951 at 10:51 A.M.

Ruth Marie Smith Notary Public  
Ruth Marie Smith  
I.R. Stamps .55

*Louis H. Smith*

Parcel # 5  
Edwardsport-New Albany 132KV LINE  
ELECTRIC POLE LINE EASEMENT

64-411

Daviess County  
Steele Township

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned hereby grants unto Public Service Company of Indiana, Inc. an Indiana corporation, and its successors and assigns, Grantee, the perpetual easement and right to construct, operate, patrol, maintain, reconstruct and remove an electric line, including necessary poles, wires, anchors, guys, and fixtures, attached thereto, for the transmission of electrical energy over, along or across the following described real estate situated in the County of Daviess, and State of Indiana, to-wit: A strip of land one hundred (100) feet in width, lying fifty (50) feet wide of both sides of a center line, described as follows: A certain line which has been surveyed, laid out and is now marked by stakes placed by the Engineers of the Grantee herein, and which said

line runs South 51°46' East and intersects the west line of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 8, Township 4 North, Range 7 West, at a point which is north fifteen hundred twenty eight and four-tenths (1528.4) feet distant from the southwest corner of said Quarter Section and at a distance of Twenty four hundred eighty-six and five-tenths (2486.5) feet from said point of intersection, said marked line intersects also the south line of said Quarter Section at a point which is west six hundred fifty-three (653) feet distant from the southeast corner of said Quarter Section. Which strip of land is located in that part of the land of Grantor, which lies in the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 8, Township 4 North, Range 7 West. The grantor reserves the use of said land not inconsistent with this grant. The said Grantee is hereby granted the right and privilege at any time to cut and trim all trees or which overhang the right of way above described and to clear the ground of timber and brush or to remove any other obstructions which, in the judgment of the Grantee, should be removed in order to prevent interference with the wires or appurtenances used in connection with said line. Any damages to the crops or fences of the undersigned, or of the heirs, executors, administrators, assigns or tenants of the undersigned, caused by the employes of the Grantee, and occasioned by the original construction or subsequent acts of the Grantee's employes, shall be promptly paid by the said Grantee, provided claims for such damages, if any, are filed with the Grantee at its Plainfield office within ninety (90) days after such damages occur.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 24th day of July 1951,

Seth A. Keith (Seal)  
Seth A. Keith

STATE OF INDIANA, COUNTY OF DAVIESS, SS:

Personally appeared before me this day Seth A. Keith, a bachelor and acknowledged the execution of the foregoing instrument by him to be his voluntary act and deed.

WITNESS my hand and notarial seal, this 24th day of July, 1951.

L.S.

My Commission expires May 9th, 1954

Received for record December 1, 1951 at 10:55 A.M.

*Seth A. Keith*

John V. White Notary Public  
John V. White  
I.R. Stamps \$1.10

R.D.C.

\*\*\*\*\*00000\*\*\*\*\*

NO. 53848 ✓

Parcel # 2

Edwardsport-New Albany 132KV line

Daviess County

Edwardsport Air Monitoring

Daviess County

Site #203

Steele Township

EASEMENT

IN CONSIDERATION of the sum of Fifteen Hundred (\$1,500.00) Dollars and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned hereby grant S unto PUBLIC SERVICE COMPANY OF INDIANA, INC., an Indiana corporation, ~~and its successors and assigns~~, Grantee, the easement, right and privilege, for and during the period of three (3) years, beginning on the 3rd day of March, 1982, subject to renegotiation ~~and for another equal period under the same terms and conditions and for the same price~~, provided Grantee gives notice to Grantors, their legal representatives or assigns, not more than 60 and not less than 30 days before the expiration of said three (3) term, to enter upon the premises of the Grantors, as herein-after described, for the purpose of constructing, maintaining, and operating an air monitoring installation, which will be within a 18' x 25' area and containing air monitoring equipment for measuring suspended dust and gases in the air, to be located upon and within the parcel of land in Daviess County, Indiana, owned by the undersigned and described as follows, to-wit:

This instrument was prepared by:

Kenneth E. McDonough, Attorney-at-Law  
1000 East Main Street  
Plainfield, Indiana 46168

A part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) Section 8, Township 4 North, Range 7 West.  
A parcel of land 18 feet wide on and along the South R/W line of State Road #358 and 25 feet long on and along a West property line of the land of the Grantors and containing 0.01 of an acre, more or less.

\*See Exhibit "A" attached.

all by drolls 31836-34831 34x35  
5-3-82 CG

# 704  
RECEIVED FOR RECORD  
This 24th day of Mar 1982  
at o'clock 10:30 M. and Recorded  
Record 125 page 675 Fee \$ 5.50

*Wilbur R. Pershing*  
RECORDED - DAVIESS COUNTY

Said area to be fenced and maintained at Grantee's expense and upon the final termination of these easement rights and the removal of said installation, Grantee agrees to remove fencing and restore said site to its original condition.

Any damages to the crops or fences of the undersigned, or of the heirs, executors, administrators, assigns or tenants of the undersigned, caused by the employees of the Grantee, and occasioned by the acts of the Grantee's employees, shall be promptly paid by the said Grantee, provided claims for such damages, if any, are filed with the Grantee at its office within (30) days after such damages occur, said office being located at 1000 East Main Street, Plainfield, Indiana, 46168.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 3rd day of March, 1982.

*Michael B. Carnahan* (SEAL) *Donald R. Carnahan* (SEAL)  
MICHAEL B. CARNAHAN DONALD R. CARNAHAN

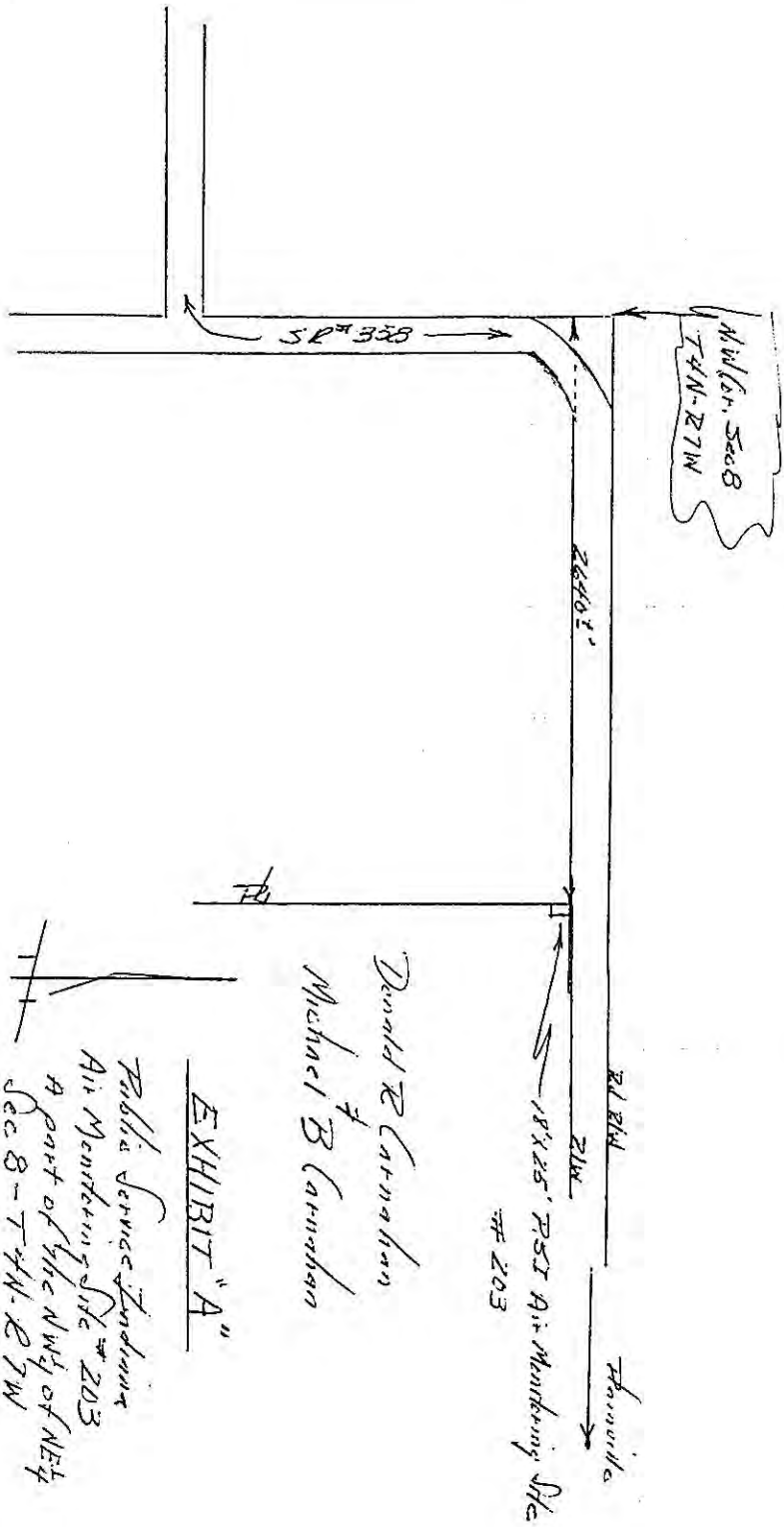
APPROVED AS TO:  
STATE OF INDIANA )  
FORM EXECUTION RECORDING  
COUNTY OF DAVIESS ) SS: 3-11-82 3-11-82  
Kem KEM



Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Michael B. Carnahan and Donald R. Carnahan, both adults, who acknowledged the execution of the above instrument to be their voluntary act and deed, for the purposes of said instrument as therein set forth.

WITNESS, my hand and Notarial Seal, this 3rd day of March, 1982

My Commission Expires Aug 19 1982  
County of Residence Daviess  
*Notary Signature*, Notary Public



Donald R Carnahan  
 Michael B Carnahan

EXHIBIT "A"

Public Service Indemnity  
 Air Mending Site # 203  
 A part of the NW 1/4 of NE 4  
 Sec 8 - T4N-R7W

Sketch - No Scale 3-1-82

009

**RTC COMMUNICATIONS NON-EXCLUSIVE EASEMENT**

EASEMENT No: 2023001

For a valuable consideration of one dollar (\$1.00), receipt of which is hereby acknowledged, the undersigned, Robert Summers and Sons, Inc., An Indiana Corporation, hereby grants and conveys to Davis Martin County Rural Telephone Corp., and its affiliates and licensees, successors and assigns (collectively "Grantees") a non-exclusive easement in, under, over, upon and across the Easement Area (described below), for the purposes of and in order to construct, reconstruct, modify, supplement, maintain, operate and/or remove facilities for the transmission of signals used in the provision of communication, video and/or information services and/or any other services or uses for which such facilities may be used including, but not limited to underground cables, fiber optic cables, conduits, and interducts and the right of ingress and egress across the Property and the Easement Area for the purpose of access to and use of the easement granted herein.

The Property is legally described as:

A part of the North Half of the Northwest Quarter of the Southwest Quart of Section 12, Township 4 North, Range 8 West Knox County Indiana. Being that parcel conveyed to Grantors in Deed Record Book 260, Page 488 in the Knox County Indiana Recorders Office.

The Easement Area is legally described as:

Said easement to be a strip of ground 10 feet in width, beginning on the South line of the above described property at its intersection with the East right of way line of County Road 1100 East. Thence extending east along the south property for 45 feet; thence north 10 feet, these west parallel with the south property line for 45 feet; thence south 10 feet to the point of beginning.

The Grantor represents and warrants to the Grantee that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.

Grantee hereby agrees to restore all property disturbed by its activities in use of the easement to the condition existing prior to the disturbance.

The sidelines of all strips described above shall be lengthened or shortened as necessary in order to conform to the lines of Grantor's property.

Grantee shall have the right to remove or trim such trees and brush in the Easement Area as is necessary to exercise the rights conveyed herein.



Grade of the Easement Area will not be changed without the consent of the Grantee.

This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

With our hands this 5<sup>th</sup> day of December, 2023, at Knox County, Indiana

GRANTOR: Summers & Sons, Inc.

By: [Signature] it's Vice-President

Printed: Jason M. Summers

Attest

By: [Signature] it's Secretary

Printed Jason M. Summers

State of Indiana  
County of DAVIESS

Personally appeared before me, a Notary Public, in and for said County and State, this

5<sup>th</sup> day of December, 2023

Jason M Summers.

Who

acknowledged the execution of the above easement.

Janelle Purdue

Janelle Purdue, Notary Public



NPO 700565

My commission expires 5-30-25

Resident of Daviess County.

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

This document was drafted by:

Daviess Martin County Rural Telephone Company Corp.  
Right-of-Way Department  
244 N. Main St  
Montgomery, IN 47558.  
Insertions by Mark K. Humphrey

Address of Grantee:

**RTC Communications  
Right-of-Way Department  
244 N. Main St.  
Montgomery, 47558**

**ORIGINAL**

Parcel #125 ..... Knox ..... County  
Edwardsport-Oakland-City Line ..... 1684 ..... Vigo ..... Township  
122-127

**ELECTRIC POLE LINE EASEMENT**

IN CONSIDERATION of the sum of ..... Ten ..... Dollars  
(\$ 10.00 ..... ) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned hereby  
grant... unto PUBLIC SERVICE COMPANY OF INDIANA, INC, an Indiana corporation, and its successors and assigns,  
Grantee, the perpetual easement and right to construct, operate, patrol, maintain, reconstruct and remove an electric line,  
including necessary poles, wires, anchors, guys and fixtures attached thereto, for the transmission of electrical energy over,  
along or across the following described real estate situated in the County of..... Knox ..... and State of  
Indiana, to-wit:

A strip of land One hundred ..... ( 100 ) feet in width, lying..... Fifty ..... ( 50 )  
feet wide on both sides of a center line, described as follows:

A certain line which has been located by the engineers of the Grantee herein, and  
which said line is to be the center of an electric transmission line, that will  
be presently constructed by the Grantee along said marked line, - said marked line  
running in a generally northerly direction and extending from a point on the south  
line of the land of Grantors, a distance of approximately Thirteen hundred fifty-  
three and six-tenths (1353.6) feet to a point on the north line of the land of  
Grantors.

*Handwritten signature and date: 5-10-50*

Which strip of land is located in that part of the land of Grantors, which  
lies in the Northwest Quarter (NW $\frac{1}{4}$ ) of the Fractional Northeast Quarter (Frl. NE $\frac{1}{4}$ ), or Lot 1,  
of Fractional Section 26, Township 4 North, Range 8 West.





The Grantor.s. reserve... the use of said land not inconsistent with this grant.

The said Grantee is hereby granted the right and privilege at any time to cut and trim all trees on or which overhang the right of way above described and to clear the ground of timber and brush or to remove any other obstructions which, in the judgment of the Grantee, should be removed in order to prevent interference with the wires or appurtenances used in connection with said line.

Any damages to the crops or fences of the undersigned, or of the heirs, executors, administrators, assigns or tenants of the undersigned, caused by the employes of the Grantee, and occasioned by the original construction or subsequent acts of the Grantee's employes, shall be promptly paid by the said Grantee, provided claims for such damages, if any, are filed with the Grantee at its Plainfield office within thirty (30) days after such damages occur.

IN WITNESS WHEREOF, the undersigned ha.Ve. hereunto set... their... hand.s, this... 19<sup>th</sup> day of

*May* 1953  
*James W. Atkinson* (SEAL)  
James W. Atkinson (SEAL)

*Maude M. Atkinson* (SEAL)  
Maude M. Atkinson (SEAL)

STATE OF INDIANA }  
COUNTY OF Knox } ss:

Personally appeared before me this day... JAMES W. ATKINSON AND MAUDE M. ATKINSON, husband and wife,



and acknowledged the execution of the foregoing instrument by them... to be their... voluntary act and deed.  
WITNESS my hand and notarial seal, this... 19<sup>th</sup> day of... *May*... 19... 53

*Harry R. Love*  
Notary Public  
HARRY R. LOVE

My commission expires... *Aug. 21st 1954*

RECORDED THE 17 DAY OF *Sept.* 1953 AT 8:30 O'CLOCK A.M. *Plainfield Care R. K. Co*