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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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MICHELLE R. FAJMAN RECORDER

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

AFFIDAVIT RELEASING OIL AND GAS LEASE

Parcel No. 45-24-29-100-002.000-007 RE: Parcel No. 45-24-20-400-005.000-007 Parcel No. 45-24-20-300-004.000-007 Parcel No. 45-24-17-352-001.000-007 Parcel No. 45-24-19-200-001.000-007 Parcel No. 45-24-18-400-006.000-007 Parcel No. 45-23-14-300-003.000-007 Parcel No. 45-23-23-200-001.000-007 Parcel No. 45-24-18-300-002.000-007 Parcel No. 45-23-24-200-003.000-007 Parcel No. 45-24-20-300-002.000-007 Parcel No. 45-24-29-100-003.000-007 Parcel No. 45-24-20-300-001.000-007 Parcel No. 45-23-23-200-002.000-007 Parcel No. 45-24-18-300-001.000-007

7 Individually and as

On this 30th day of June, 2010, before me personally appeared Patricia L. Kingma, Trustee of the Patricia L. Kingma Trust dated August 27, 1979, and as Trustee of the Johnson Land Trust, dated May 11, 1995, and as Trustee of the Kingma Land Trust dated August 28, 1979, and Melinda L. Liebbe, individually and as Trustee of the Johnson Homestead Land Trust dated January 13, 2005, who being duly sworn upon their oaths state: R. Liebbe Land Trust of the Bizlay and Charles and Michael J Kingma, Trustee of the Michael J Kingma

1. Each Affiant resides at the address given below the affiants' signature;

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PEGGY HOLINGA KATONA LAKE COUNTY AUDITOR -87 16331 53 27809

- 2. Affiants are the owners of certain property identified within an Oil and Gas Lease (Paid Up) dated December 21, 2006, and recorded in the Office of the Lake County Recorder on January 10, 2007, as Document Number 2007 002567, in which Affiants are identified as the Lessor and Aurora Oil & Gas Corporation is identified as the Lessee. The Oil and Gas Lease is attached hereto as Exhibit 1, including the legal description attached to the Oil and Gas Lease and marked "Exhibit A".
- 3. The term of the Oil and Gas Lease, as provided in Paragraph 2 of said Lease, is a period of two (2) years from December 21, 2006, or as long thereafter as operations are conducted with no cessation for more than ninety (90) days.
- 4. That no rent or royalties have been paid to or received by the undersigned, or anyone on behalf of the undersigned, following execution of the Lease and a period in excess of one year has elapsed since the payment of any rent or royalties to or on behalf of the undersigned.
- 5. As of the date of this Affidavit, more than two years have elapsed and no operations by the Lessee have been conducted on any of the property on or after December 21, 2008; and that all operations have ceased for more than one (1) year.
- 6. This Affidavit is being recorded for the purpose of releasing the Oil and Gas Lease from the records of the Office of the Lake County Recorder, in that the term of the Oil and Gas Lease has expired; and as of said expiration, the Oil and Gas Lease is of no further force and effect.

7.	Further Affiants sa	aith not.	\mathcal{D}_{A} , \mathcal{Y}	
		Affiant's Signatu	ure Tatre c/e 2.	EMPRE
		Name Printed	Patricia L. Kingma, Trustee	1
		Address	22102 Monon Road	
			Lowell, IN 46356	
		Affiant's Signatu	ure Melenda L. Lie	ble, F
		Name Printed	Melinda L. Liebbe,	
			Individually and as Trustee	
		Address 4728	w. 22/5t ave.	
			Lowell, IN 46356	
		Affiant's Signatu	ure <u>Charles R. Ziebbe</u>	
		Name Printed	Charles R. Liebbe, Trustee	
		Address478	8 W. 2215 Creme	
			Lowell, IN 46356	
		Affiant's Signat	ure Melicul flo	
		Name Printed	Michael J. Kingma, Trustee	
		Address_3/08	W. 2315 AVE	
		10well	TN 46356	

Subscribed and sworn to before me, a Notary Public, this ______ day of June, 2010.

Benjamin T. Ballou, Notary Public

A Resident of Lake County

My Commission Expires: November 21, 2015 BENJAMIN T. BALLOU Notary Public, State of Indiana Lake County My Commission Expires November 21, 2015

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.

Bonnie C. Coleman

This instrument prepared by:

Bonnie C. Coleman Attorney at Law

8700 Broadway

Merrillville, Indiana 46410

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STATE OF RECORD LAKE COUNTY FILED FOR RECORD

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2007 JAN 10 AH 10: 05

OIL AND GAS LEASE (PAID UP)

MICHAEL A. 6.30AN RECORDER

IHIS AGREEMENT made and entered into this 21st day of December, 2006, by and between Patricia L. Kingma, Individually and as Trustee of the Patricia L. Kingma Trust Dated August 27, 1979, and as Trustee of the Johnson Land Trust Dated May 11, 1995, and as Trustee of the Kingma Land Trust Dated August 28, 1979, and Melinda L. Liebbe, Individually and as Trustee of the Johnson Homestead Land Trust Dated January 13, 2005 22102 Monon Road, Lowell, IN 46356

hereinafter called LESSOR (whether one or more), and Aurora Oil & Gas Corporation, P.O. Box 961, Traverse City, MI 49685, hereinafter called LESSEE, WITNESSETH:

1. (Granting and Legal Description of Paid Up Lease) LESSOR, for and in consideration of ten dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, and the covenants and agreements of the LESSEE hereinafter contained, does hereby grant, lease and let unto LESSEE the land described below, including all interests therein LESSOR may acquire by operation of hereby grant, lease and let unto LESSEE the land described below, including all interests infertent LESSOK hay 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 LAKE State of Indiana, and is described as follows

See EXHIBIT "A"

acres more or less, and all lands and interests therein contiguous or appurtenant to the land specifically described 1294.012 Containing 1294.012 acres more or less, and all lands and interests therein configuous or appurtenant to the land specificary 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. condensation of gas after it leaves the underground reservoir.

gaseous state, which may or may not be associated with oil or coal, and including coal bed mediane 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 Two (2) 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, 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.

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 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 (1/8) 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 7 of this lease, the market value, at the wellhead, or (2) when used by Lessee for purposes other than those specified i As used in this lease, the term "post production costs" shall mean all costs 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

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EXHIBIT A

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costs and expenses of any kind or nature incurred in regard to the gas or the handling thereof between the wellhead and the point of sale. Lessee may use its own pipelines and equipment to provide such treating, processing, separating, transportation, compression and metering services, or it may engage others to provide such services; and if Lessee uses its own pipelines and/or equipment, post production costs shall include reasonable depreciation and amortization expenses relating to such facilities, together with Lessee's cost of capital and a reasonable return on its investment in such facilities. Prior to payment of royalty, Lessor shall execute a Division Order certifying Lessor's interest in production. Lessee may pay all taxes and privilege fees levied upon the oil and gas produced, and deduct a proportionate share of the amount so paid from any moneys 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

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, so royalty, to LESSOR, (at LESSOR's address), or it's 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.

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

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.

and fixtures.

8. (Pooling Clause: General) LESSEE is hereby granted the rights to pool or unitize said land, or any part of said land, with other lands, as to any or all minerals or horizons, to establish units containing not more than approximately 160 acres; provided however, such units may be established so as to contain not more 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 to drill or operate a well at a regular location, to obtain the maximum allowable from any well or for any other reason, then the maximum unit size authorized hereby shall conform to the size required or permitted by such governmental rule or order. LESSEE may enlarge the unit to the maximum area permitted herein and may reform said unit to include after-acquired leases within the unit area. LESSEE may create, enlarge or reform the unit or units as above provided at any time, and from time to time, during the continuance of this lease, either before or after production is obtained. A unit established hereunder shall be effective for all purposes of this lease, whether or not all interest in the lands in the unit are effectively pooled or unitized. LESSEE may but shall not be required to, drill more than one well in each unit. LESSEE may reduce or terminate such unit or units at any time prior to the discovery of oil or gas on the pooled or unitized lands, or at any time after discovery subsequent to the cessation of production. LESSEE may create, enlarge, reform, reduce or terminate each unit by recording a written declaration to that effect in the office of the Register of Deeds in the county or counties in which such unit is located. Any operations conducted on any part of the lands poo

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. "Shallow formations" are defined as geologic formations between the surface of the earth and the top of the St. Peter Sandstone Formation. All provisions of Paragraph numbered 8, including those regarding LESSEE's identification of a unit, the effect of operations conducted thereon and the allocation of production from wells thereon, shall apply in the same manner to a unit formed pursuant to this paragraph for production from shallow formations, except to the extent inconsistent with this paragraph. LESSEE may expand the unit to include additional lands until a maximum of 2,560 acres is included in the unit

m 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 productions 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

- 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.

 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 or 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 o
- other monies, or any part thereof, shall be binding on the treal record owner to this lease that it is days after the record that the control of the period 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 assigner 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.
- 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 15. (Surrender of Lease) LESSEE may at any time surrender runs lease as to all of part of said land, by derivering or maining a release to LESSOR if the lease is not recorded, or by placing a release of record in the proper country 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 Two (2) 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 \$10.00 per acre for the land then covered by the extended lease, said bonus to be paid or tendered to LESSOR in the same manner as provided in Paragraph numbered 4 hereof with regard to the 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.

LESSOR:

Patricia L. Kingma Trust Dated August 27, 1979 The Johnson Land Trust Dated May 11, 1995 The Kingma Land Trust Dated August 28, 1979

on Homestead Land Trust Dated January 13, 2005

Executed as of the day and year first above written.

			Patricia di Kingma TR			
			Patricia L. Kingma, Individually and as Trustee			
			Melinda J. Liebbe, Individually and as Trustee			
STATE OF	INDIANA))SS	(Acknowledgment)			
COUNTY OF	LAKE)				
The foregoing instrument was acknowledged before me this 21 st day of December, 2006, by Patricia L. Kingma, as Trustee of the Patricia L. Kingma Trust Dated August 27, 1979, and as Trustee of the Johnson Land Trust Dated May 11, 1995, and as Trustee of the Kingma Land Trust Dated August 28, 1979, and Melinda L. Liebbe, as Trustee of the Johnson Homestead Land Trust Dated January 13, 2005, on behalf of said Trusts My commission expires April 27, 2013						
Notary in Greene County Indiana, acting in Lake County, Indiana Prepared by: Terry G. Mesko, P.O. Box 961, Traverse City, MI 49685 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.						
Terry G. Mesko	Jany &	Mu	Producers 88- Indiana Lease			
V -	//		(Toddeets 66- Haktija Lease			

LAKE,IN

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EXHIBIT "A"

This Exhibit is attached to and made part of a certain oil and gas lease dated this 21st _day of_ December

by and between

Patricia L. Kingma, Individually and as Trustee of the Patricia L. Kingma Trust Dated August 27, 1979, and as Trustee of the Johnson Land Trust Dated May 11, 1995, and as Trustee of the Kingma Land Trust Dated August 28, 1979, and Melinda L. Liebbe, Individually and as Trustee of the Johnson Homestead Land Trust Dated January 13, 2005

22102 Monon Road, Lowell, IN 46356

as LESSOR (whether one or more), and Aurora Oil & Gas Corporation, P.O. Box 961, Traverse City, MI 49685, as LESSEE.

LAKE , State of Indiana, and is described as follows--Said land is in the County of

The South Half of the Southwest Quarter of Section 14, Township 32 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana.

ALSO, The East half of Section 23, Township 32 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana.

ALSO, The South 100 acres of the Southwest Quarter of Section 23, Township 32 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana.

ALSO, The Northeast Quarter of the Northwest Quarter of Section 23, Township 32 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana.

EXCEPTING, A parcel of land located in Section 23, Township 32 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, more particularly described as follows: Beginning at the Northeast corner of Section 23; thence South 01 degrees, 30 minutes, 00 seconds West, 786.092 feet with the East line of said Section to the point of beginning; thence continue with said East line South 01 degrees, 30 minutes, 00 seconds West 793.92 feet; thence South 88 degrees, 30 minutes, 00 seconds East 327 feet; thence North 01 degrees, 30 minutes, 00 seconds East, 449.33 feet to a point in ditch; thence North 45 degrees, 00 minutes, 00 seconds East with said ditch 475.05 feet to the East line of Section 23 to the point of beginning, containing 4.67 acres, more or less, including all public roads and rights of way and subject to all easements of record, if any.

ALSO, The East 30 acres of the Northeast ¼ of the Northeast ¼ of Section 24, Township 32 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana.

ALSO, All that part of the South Half of Section 20, Township 32 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, which lies West and Westerly of the Southwesterly line of the right-of-way of the Chicago, Indianapolis and Louisville Railway Company, excepting therefrom a parcel described as follows: Beginning at the Southwest corner of said Section 20; thence North along the West line thereof 50 feet; thence Southeasterly to a point on the South line of said Section which is 50 feet East of the Southwest corner thereof; thence West along said South line 50 feet to the point of beginning.

EXCEPTING. A parcel of land in the Southwest ¼ of Section 20, Township 32 North, Range 8 West of the 2nd Principal Meridian, in the Township of Cedar Creek, Lake County, Indiana, and being more particularly described as follows: Commencing at a monument with a brass plug found at the Southwest corner of said Section 20; thence with the South line of said Section 20, North 89 degrees, 03 minutes, 15 seconds East 1,260.10 feet to a point, said point the South line of said Section 20, North 89 degrees, 03 minutes, 15 seconds East 1,260.10 feet to a point, said point being South 89 degrees, 03 minutes, 15 seconds West 60 feet from an iron pipe set at the Northeast corner of the Northwest ¼, Northwest 1/4 of Section 29, Township 32 North, Range 8 West; thence North 00 degrees, 59 minutes, 46 seconds West 770.71 feet to an iron pipe set, said iron pipe set being the True Place of Beginning of the land herein intended to be conveyed; thence North 00 degrees, 37 minutes, 00 seconds West 260.00 feet to an iron pipe set; thence North 89 degrees 23 minutes, 00 seconds East 185.00 feet to an iron pipe set; thence South 00 degrees, 37 minutes, 00 seconds East 260.00 feet to an iron pipe set; thence South 89 degrees, 23 minutes, 00 seconds West 185.00 feet to the True Place of Beginning, containing 1.1 acres, more or less.

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ALSO, The East Half of the Northwest Quarter of the Northwest Quarter of Section 29, Township 32 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana.

ALSO, The Northeast Quarter of the Southeast Quarter of Section 18, Township 32 North, Range 8 West of the

Second Principal Meridian, in Lake County, Indiana, except that part taken for Monon Railroad.

ALSO, The Southeast Quarter of the Southeast Quarter of Section 18, Township 32 North, Range 8 West of the Second Principal Meridian, (excepting that part of said quarter quarter Section lying Southerly of the Northerly line of Brown Ditch), in Lake County, Indiana.

ALSO, Part of the Southwest quarter of Section 17, Township 32 North, Range 8 West of the second Principal ALSO, Part of the Southwest quarter of Section 17, Township 32 North, Range 8 West of the second Principal Meridian lying West of the Chicago, Indianapolis & Louisville Railway Company and South of Brown Ditch; and all that part of the Southeast quarter of the Southeast quarter of Section 18, Township 32 North, Range 8 West of the Second Principal Meridian, lying South of Brown Ditch; and all that part of the North half of Section 20, Township 32 North, Range 8 West of the Second Principal Meridian, lying West of the right-of-way of the Chicago, Indianapolis & Louisville Railway Company, more particularly described as follows: Beginning at the Northwest corner of Section 20, thence due South on the Section line 2634.90 feet to the South line of the Northwest quarter of said Section 20; thence North 89° 50' East along said quarter section line 2689.95 feet to the Southwesterly right-of-way line of the Chicago, Indianapolis & Louisville Railway Company; thence along said right-of-way line North 28° 12' 30" West passing the lines between Sections 17 and 20 at 2975.80 feet in all 4168.65 feet to the center of Brown Ditch; thence along the center of said ditch South 61° 7' 30" West passing through the line between Sections 17 and 18 at 856.04 feet in all 2209.63 feet to the South line of Section 18: thence along said South line South 89° 38' East, 1181.10 feet to the in all 2209.63 feet to the South line of Section 18; thence along said South line South 89° 38' East, 1181.10 feet to the place of beginning, containing 151.99 acres more or less. ALSO, The North half of the Northeast quarter of Section 19, Township 32 North, Range 8 West of the Second Principal Meridian, containing 80 acres more or less. All of the above containing 231.99 acres, more or less.

ALSO, The East Half of the West Half of the Southeast Quarter of Section 18, Township 32 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, excepting therefrom any part of said East Half of the West Half of the Southeast Quarter lying Southerly of the Northerly line of the Brown Ditch.

ALSO, The Southwest Quarter of Section 18, Township 32 North, Range 8 West of the 2nd P.M. in Lake County, Indiana, with improvements, containing 160 acres, more or less.

(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).

other lands to create a production unit(s). (Surface Damages) Lessee shall pay \$500 in damages per well site. Well sites shall be approximately 250 feet x 250 feet. Lessee shall pay the surface owner \$2 per rod for any flow line or pipeline easement used in Lessee's operations for the production of oil, gas & other substances including water. Compensation shall be paid directly to the surface owner or tenant farmer if applicable. If crop damages exceed the aforementioned amounts, Lessee will pay instead the actual cost of the crop damaged incurred by the surface owner or tenant farmer. It will be the Lessor's responsibility to advise the Lessee that crop damages are more than the agreed to damages above. Along with such advisement Lessor will provide documentation, if available, to substantiate the damage totals. Lessee at its option may obtain crop yield & prices from a local independent agency. If there is a difference in prices, the Lessor & Lessee agree that the average of the Lessor's reportings & the Independent Agency's reportings will be paid to the surface owner or tenant farmer if applicable.

Patricia L. Kingma Trust Dated August 27, 1979 The Johnson Land Trust Dated May 11, 1995
The Kingma Land Trust Dated August 28, 1979
The Johnson Homestead Land Trust Dated January 13, 2005

latricia L. Kingma TR Patricia L. Kingma, Individually and as Trustee

Melinda V. Julke Melinda L. Liebbe, Individually and as Trustee

Kingma Trusts Lease Ex A - Page 2 of 2

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