

**STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL AND GAS**

IN RE: REO WATERFLOOD UNIT

PETITION OF COUNTRYMARK ENERGY RESOURCES, LLC FOR
THE INTEGRATION OF LEASEHOLD INTERESTS LOCATED IN
SECTION 33, TOWNSHIP 6 SOUTH, RANGE 6 WEST IN SPENCER
COUNTY, INDIANA

PETITION FOR INTEGRATION OF OIL AND GAS INTERESTS

NOW COMES, Petitioner, CountryMark Energy Resources, LLC, an Indiana limited liability company, along with its attorney, Basin Law Group LLP, and for its Petition for Integration of Oil and Gas Interests, pursuant to Indiana Code Section 14-37-9-1(a) and 312 IAC 29-19-1 of the Indiana Administrative Code states as follows:

1. Petitioner, CountryMark Energy Resources, LLC (“Petitioner”), is an Indiana limited liability company, with offices located at 7116 Eagle Crest Blvd., Evansville, IN 47715.
2. Petitioner is the operator and working interest owner of certain oil and gas leases covering property located in Spencer County, Indiana, more particularly described on **Exhibit A**, attached hereto. Said leases are hereinafter described collectively as the “Leases,” or individually as indicated in Exhibit A. Copies of the Leases are attached hereto as **Exhibit B**.
3. The Petitioner is currently operating on and producing oil and gas on the lands covered by the Leases.
4. Petitioner seeks to unitize said Leases to form a unit designated as the Reo Waterflood Unit, Spencer County, Indiana, for the purposes of secondary recovery. Petitioner contemplates that unit operations will consist of the implementation of waterflood or other

secondary or enhanced recovery operations within the proposed Unit in order to increase production of oil from the Unit.

5. Attached hereto as **Exhibit C** is a plat showing the lands of the proposed unit.

6. Oil and Gas Leases A and B on Exhibit A control the entire fee oil and gas interests in the lands of Tract 1 of the proposed unit, described as follows, *to-wit*:

Tract 1:

The South Half (S/2) of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of Section 33, Township 6 South, Range 6 West, Spencer County, Indiana, and containing 20 acres, more or less.

7. Oil and Gas Leases A and C on Exhibit A control the entire fee oil and gas interests in the lands of Tract 2 of the proposed unit, described as follows, *to-wit*:

Tract 2:

The Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of Section 33, Township 6 South, Range 6 West, Spencer County, Indiana, containing 40 acres, more or less.

8. Oil and Gas Lease D on Exhibit A controls the entire fee oil and gas interests in the lands of Tract 3 of the proposed unit, described as follows, *to-wit*:

Tract 3:

The Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section 33, Township 6 South, Range 6 West, Spencer County, Indiana, containing 40 acres, more or less.

9. Oil and Gas Lease E on Exhibit A controls the entire fee oil and gas interests in the lands of Tract 4 of the proposed unit, described as follows, *to-wit*:

Tract 4:

The South Half (S/2) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section 33, Township 6 South, Range 6 West, Spencer County, Indiana, containing 20 acres, more or less.

10. Oil and Gas Lease F on Exhibit A controls the entire fee oil and gas interests in the lands of Tract 5 of the proposed unit, described as follows, *to-wit*:

Tract 5:

The Northeast Quarter (NE/4) of the Southwest Quarter (SW/4); also 10 acres off the North end of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4); also 3 acres off the West end of the South Half (S/2) of the North Half (N/2) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4); also 2 acres off the East end of the West Half (W/2) of the South Half (S/2) of the North Half (N/2) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4); also the East Half (E/2) of the South Half (S/2) of the North Half (N/2) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4), containing 5 acres, more or less, all in Section 33, Township 6 South, Range 6 West, Spencer County, Indiana, containing 60 acres, more or less.

11. The Unit as a whole will be described as follows:

The South Half (S/2) of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4), the East Half (E/2) of the Southwest Quarter (SW/4) and the West Half (W/2) of the Southeast Quarter (SE/4), all in Section 33, Township 6 South, Range 6 West, Spencer County, Indiana.

12. The lands covered by the Leases are within a pool or part of a pool suitable for secondary recovery methods. In order to prevent waste and avoid the drilling of unnecessary wells, Petitioner desires to pool the Leases in so far as said Leases cover Tract 1 through Tract 5 for purposes of secondary recovery operations and integrating the use of facilities between the leases of the proposed unit.

13. A description of the potential producing zones and potential hydrocarbons that Petitioner believes may existing within the proposed unit is as follows:

The Aux Vases Lime formation, as located between a depth of 1470' and 1625' subsea as shown in the electric log of that certain well known as the Schulte #1 (Permit # 45991), as said formation underlying the proposed Unit.

14. Attached as **Exhibit D** is a statement showing the division of interest for each lease/tract of the proposed unit. The names and addresses of all persons owning or having an interest in the oil and gas rights in the above-described unit area as of the date of the filing of this Petition for Unitization are shown on Exhibit D. For those owners for which the address is unknown, said designation is shown on Exhibit D.

15. Petitioner has made a diligence search to locate and secure an agreement from all working interest owners, royalty interest owners and overriding royalty owners of the oil and gas interests of the proposed unit. However, Petitioner has not been able to secure such an agreement from the following parties:

<u>Name:</u>	<u>Percent of Interest:</u>
Gertrude E. Bingle R 1 Rockport, IN 47635-9801 (last known address)	.0625000 NRI RI Tract 1 (1/2 royalty in Tract 1)
John Branson 12 Valley St., Apt. 215 Everett, MA 02149	0.00683600 NRI ORRI all Tracts
Julie Bumpus 2566 County Road 231 Cape Girardeau, MO 63701	.03125000 NRI RI Tract 4 (1/4 royalty in Tract 4)
Shannon Tolbert 2421 Newberry Ln. Mount Juliet, TN 37122	.03125000 NRI RI Tract 4 (1/4 royalty in Tract 4)
Mark Bradfield RR 2 Box 2545 Sedgewickville, MO 63781	.03125000 NRI RI Tract 4 (1/4 royalty in Tract 4)
Eugene Brashear Address Unknown	.01562500 NRI RI Tract 4 (1/8 royalty in Tract 4)
Faye Tobaben Address Unknown	.01562500 NRI RI Tract 4 (1/8 royalty in Tract 4)

16. Attached hereto as **Exhibit E** is the Unit Pooling Agreement tendered to all locatable working interest owners, royalty interest owners and overriding royalty owners of the oil and gas interests in the proposed unit. Petitioner has been unable to secure such an agreement from the parties listed above. **Exhibit F** provides a summary of dates of meetings, telephone conversations, and other communications where the issue of leasing or pooling was discussed between the respective parties and the results of those communications and a summary of the details of the final positions of the parties involved.

17. Petitioner is the only working interest owner and, accordingly, there are no non-consenting Owners.

18. Petitioner has prepared a detailed plan for the operation of the unit, including estimated costs, and is prepared to submit the detailed plan to the division director upon request. In that Petitioner is the only working interest owner and all lands are controlled by lease, a review of estimated costs for such plans is not necessary as determination of consent or non-consent is not required for this secondary recovery unit.

19. Petitioner has attached hereto as Exhibit G a proposed allocation of production from the proposed unit. The methodology used to calculate the allocation among the tracts is a weighted calculation of the cumulative historical production (15%), the current production (35%), the pore volume (25%) and the pore volume recovery (25%). Such methods are supported by geological and engineering data. The proposed tract participation would treat all royalty, working interest and overriding royalty interest owners fairly and equitably.

20. Petitioner believes it to be in the best interest of all royalty owners, working interest owners and overriding interest owners to pool and combine the Leases as it will allow for economical and efficient development which reduces costs while also more effectively developing the oil and gas underlying those lands.

21. Following integration of the Unit, ownership of the working interest, overriding royalty interest and royalty interest will be under uniform control. Petitioner would additionally request approval of the drilling of wells at greater density than otherwise permissible and off standard spacing under 312 IAC 29—13-7. Petitioner would assert that following approval of integration, this Petition and its exhibits demonstrate:

(a) The proposed drilling pattern within the area of common ownership or control is reasonably necessary for more efficient recovery of oil, gas, or coal bed methane.

(b) Waste will not occur.

(c) Unnecessary wells will not be drilled.

(d) Proposed wells will maintain the required distance from the nearest external drilling unit boundary line not under common ownership or control.

(e) Proposed wells maintain the required distance from other wells on adjacent drilling units outside the area of common ownership or control producing from the same formation.

WHEREFORE, Petitioner respectfully requests:

A. An “Order for Integration of Interests” of the proposed Reo Waterflood Unit to integrate the separately owned interests in the oil and gas and associated hydrocarbons within the lands as set forth with participation factors set forth in Exhibit G, in so far as said leases cover the following described lands:

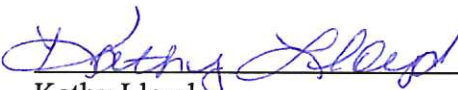
The South Half (S/2) of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4), the East Half (E/2) of the Southwest Quarter (SW/4) and the West Half (W/2) of the Southeast Quarter (SE/4), all in Section 33, Township 6 South, Range 6 West, Spencer County, Indiana.

B. That the Reo Waterflood Unit be designated a unit exempted from standard spacing under 312 IAC 29-13-7 (a).

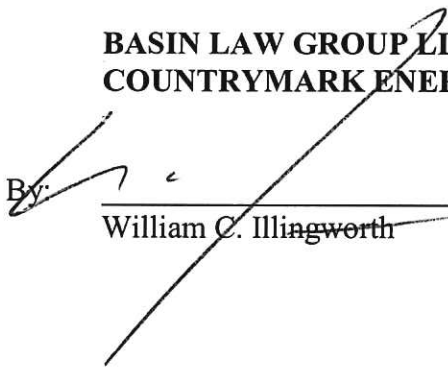
C. Implement any further terms and provisions in accordance with the law of the State of Indiana as the Division may, in its discretion, deem desirable and proper.

DATED this 21ST day of August, 2019.

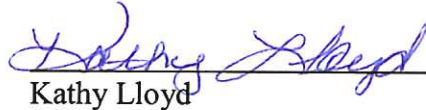
COUNTRYMARK ENERGY RESOURCES, LLC

By: 
Kathy Lloyd
Director of Land and Regulatory

**BASIN LAW GROUP LLP, attorneys for
COUNTRYMARK ENERGY RESOURCES, LLC**

By: 
William C. Illingworth

Kathy Lloyd, being first duly sworn upon oath, deposes and states that she is the Director of Land and Regulatory for CountryMark Energy Resources, LLC, Petitioner in the foregoing document, that she has read the foregoing and has knowledge of the contents thereof; and to the best of her knowledge the matters set forth therein are true in substance and in fact.


Kathy Lloyd

Witness my hand and Seal this 21st day of August, 2019.


NOTARY PUBLIC (sign name)

My Comm. Expires: 11-7-21
County Residence: Vanderburgh


NOTARY PUBLIC (print name)

William C. Illingworth
BASIN LAW GROUP LLP
508 Main Street, Suite A
Evansville, Indiana 47708
Telephone: (812) 421-1800
Email: wcillingworth@basinlawgroup.com



EXHIBIT A
LEASES AND TRACT DESCRIPTIONS

Reo Waterflood Unit

Oil and Gas Leases:

- | | | |
|-----------|-----------------|--|
| A. | Dated: | October 22, 1984 |
| | Recorded: | October 26, 1984 |
| | Recording Info: | Lease Record Book 53, Page 472 |
| | Lessor(s): | James A. Nichols and Lorraine A. Nichols |
| | Lessee: | Hercules Petroleum Company, Inc. |
| B. | Dated: | December 29, 2015 |
| | Recorded: | N/A |
| | Recording Info: | N/A |
| | Lessor(s): | John Ray Goodman and Billie Jean Goodman, his wife |
| | Lessee: | CountryMark Energy Resources, LLC |
| C. | Dated: | October 8, 1984 |
| | Recorded: | October 11, 1984 |
| | Recording Info: | Lease Record Book 53, Page 414 |
| | Lessor(s): | Jennie Catherine Wilson and Raymond E. Wilson, h/w |
| | Lessee: | Hercules Petroleum Company, Inc. |
| D. | Dated: | June 8, 1984 |
| | Recorded: | June 12, 1984 |
| | Recording Info: | Lease Record Book 52, Page 734 |
| | Lessor(s): | A.P. Schulte, Jr. |
| | Lessee: | Hercules Petroleum Company, Inc. |
| E. | Dated: | September 14, 1984 |
| | Recorded: | June 12, 1984 |
| | Recording Info: | Lease Record Book 53, Page 335 |
| | Lessor(s): | Sylvester T. Brashear and Harriet E. Brashear |
| | Lessee: | Hercules Petroleum Company, Inc. |
| F. | Dated: | January 21, 2016 |
| | Recorded: | January 29, 2018 |
| | Recording Info: | Instrument 2018R-00278 |
| | Lessor(s): | Vogel Seed Farm, Inc. |
| | Lessee: | CountryMark Energy Resources, LLC |

Tract 1:

Lease Name: Nichols-Bingle-Lord Unit

Tract Description: The South Half (S/2) of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of Section 33, Township 6 South, Range 6 West, Spencer County, Indiana, and containing 20 acres, more or less.

Oil and Gas Leases: A & B

Tract 2:

Lease Name: Wilson Nichols

Tract Description: The Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of Section 33, Township 6 South, Range 6 West, Spencer County, Indiana, containing 40 acres, more or less

Oil and Gas Leases: A & C

Tract 3:

Lease Name: A. P. Schulte

Tract Description: The Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section 33, Township 6 South, Range 6 West, Spencer County, Indiana, containing 40 acres, more or less.

Oil and Gas Leases: D

Tract 4:

Lease Name: Sylvester Brashear

Tract Description: The South Half (S/2) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section 33, Township 6 South, Range 6 West, Spencer County, Indiana, containing 20 acres, more or less.

Oil and Gas Leases: E

Tract 5:

Lease Name: Chester Real

Tract Description: The Northeast Quarter (NE/4) of the Southwest Quarter (SW/4); also 10 acres off the North end of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4); also 3 acres off the West end of the South Half (S/2) of the North Half (N/2) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4); also 2 acres off the East end of the West Half (W/2) of the South Half (S/2) of the North Half (N/2) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4); also the East Half (E/2) of the South Half (S/2) of the North Half (N/2) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4), containing 5 acres, more or less, all in Section 33, Township 6 South, Range 6 West, Spencer County, Indiana, containing 60 acres, more or less.

Oil and Gas Leases: F

EXHIBIT B
OIL AND GAS LEASES

OIL AND GAS LEASE
Indiana Form

AGREEMENT made and entered into this

22 day of October

19 84

by and between James A. Nichols and Lorraine A. Nichols, husband and wife
218 S. 57th St.
Rockport Ind 47635

party of the first part, hereinafter called lessor (whether one or more) and HERCULES PETROLEUM
2209 CALHOUN ROAD
OWENSBORO, KY 42301

party of the second part, hereinafter called lessee.

WITNESSETH, that the lessor, for and in consideration of EIGHT HUNDRED DOLLARS (\$ 800.00) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casing-head gas, casing-head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying pipe lines, telephones and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land, on said land for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structures thereon to produce, save and take care of products,

and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the Township of Ohio County of Spencer State of Indiana described as follows, to wit:

The S 1/2 of the S.W. 1/4 of the N.E. 1/4, containing (19) acres, more or less.
The N 1/2 of the N.W. 1/4 of the S.E. 1/4, containing (20) acres, more or less. X
And in all of the above described real estate, (39) acres, more or less.

INSTRUMENT # 84-2452 Recorded this
26 day of Oct. 1984 at
10:30 a.m. in Record No. 53
Page 475

Phyllis Small, Role

of section 33 Township 6-SOUTH Range 6-WEST

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain forty (40) more or less acres.

It is agreed that this lease shall remain in force for a term of 6 years from this date and as long thereafter as oil, gas, casing-head gas, casing-head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that for injection purposes this lease shall continue in full force and effect only as to well or wells so used and the ten acres contiguous thereto.

In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks;
2nd. To pay lessor one-eighth, at the market price at the well for the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.
3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth, at the market price at the well for the gas so used for the time during which such gas shall be used, said payments to be made monthly.
If no well be commenced on said land on or before SIX MONTHS from date hereof, this lease shall terminate as to both parties, unless the lessee, on or before that date shall pay to or tender to the lessor's credit in the

N/A N/A N/A

Bank or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date, in a like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments of tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid this lease shall terminate, as to both parties, unless the lessee on or before the same amount and in the same manner as herein before provided. And it is agreed that upon resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor. When requested by the lessor, lessee shall bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn on said premises, without the written consent of the lessor. Lessee shall pay for the damage caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil and gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein, first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment of a true copy thereof; and it is hereby agreed in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

If the leased premises are now, or shall hereafter be, owned in severally or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among, and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided however, if the leased premises consist of two or more non-abutting tracts this paragraph shall apply separately to each such non-abutting tract and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease this paragraph shall be inoperative as to such portion so consolidated.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof until all parties designate in writing in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of the lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. In connection with the production of oil such pooling may be in a unit or units not exceeding 50 acres each. In connection with the production of gas such pooling may be in a unit or units not exceeding 320 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated, as if production is had from this lease, whether the well or wells so located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied, to drill more than one well to each such utilized tract, regardless of when, where or by whom offset wells may be drilled.

In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market, and if there is no apparent production or operation on said lands sufficient to keep this agreement in full force and effect, the LESSEE may pay as royalty Fifty Dollars (\$50.00) per year for each shut-in gas well, and such payment will be considered as if gas is actually being produced within the terms and conditions of this oil and gas lease. Such payment shall be made annually in advance, within ninety (90) days following the completion of the well or the cessation of a market for gas. Such payment shall be paid or tendered to the LESSOR or to the depository bank to be specified by the LESSOR. No rental shall accrue as to the leased premises during any period covered by a shut-in gas payment as herein provided. The shut-in gas payments herein provided for shall be considered advance royalties, and production from the leased premises during any annual period for which shut-in gas rental or royalty has been paid may be credited against such advance payment.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rentals in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to the lessor at last known post office address.

It is agreed that the lessee shall have the right to store gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights lessee shall pay to lessor an annual rental of One Hundred Dollars (\$100.00) per well per year commencing with the date storage operations start and continuing for as long thereafter as said storage operations are utilized.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due or is the result of any such law, order, rule or regulation.

Lessee shall pay five hundred dollars advance property damage when rig is moved onto property.
Lessee shall pay reasonable damage for any damage caused by its operations.
All lines shall be buried 30" underground.

IN WITNESS WHEREOF WE SIGN, this 22 day of October 19 84
James A. Nichols (SEAL)
Lorraine A. Nichols (SEAL)

This instrument was prepared by: L.W. WORTH whose address is: Rt 3 Philpot, Ky 42366

STATE OF Indiana)
Spencer COUNTY,)

SS.

ACKNOWLEDGEMENT

I, Marie H. Moon, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that James A. Nichols and Lorraine A. Nichols, husband and wife,

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this 22nd day of October, 1984.
My commission expires 1-5-88
Marie H. Moon, Notary Public
Residing in Warrick Co.

STATE OF)
COUNTY,)

SS.

ACKNOWLEDGEMENT

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of the homestead and dower.

Given under my hand and Seal, this day of 19
My commission expires Notary Public.

STATE OF)
County of)

SS.

FORM FOR SIGNING BY MARK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed the instrument by mark and sealed and delivered same as free and voluntary act for the uses and purposes therein set forth, said instrument having been read to him being a person unable to read or write.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of 19
My commission expires Notary Public.

STATE OF)
COUNTY,)

SS.

FORM FOR CORPORATION

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that of

to me personally known as the president (or other officer) of and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged this signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

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

OIL AND GAS LEASE

FROM

TO

Date 19

Section Township Range

No. of Acres County

STATE OF)
COUNTY OF)
SS.

This instrument was filed for record on the day of 19 at o'clock M., and duly recorded in book Page of the records of this office.

Register of Deeds

By Deputy

When Recorded Return to

HARDING & GRAVELL PRINTERS, OWENSBORO, KY 42301

3.50

OIL AND GAS LEASE (Paid Up)

THIS AGREEMENT, made and entered into this 29th day of December, 2015, by and between **JOHNNY RAY GOODMAN and BILLIE JEAN GOODMAN**, his wife, 4432 N. Silverdale Road, Rockport, IN 47635, herein called Lessor (whether one or more), and **COUNTRYMARK ENERGY RESOURCES, LLC**, 7116 Eagle Crest Blvd., Suite C, Evansville, IN 47715, herein called Lessee:

1. Lessor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases, and lets the lands described below, including all interest therein which Lessor may acquire by operation of law, reversion or otherwise (herein called the "Land"), exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas, and their respective constituent products, together with all rights, privileges and easements useful or convenient in connection with the foregoing and in connection with treating, storing, caring for, transporting and removing oil, gases, and their constituent products produced from the Land or other lands adjacent thereto, including but not limited to rights to lay pipelines, build roads, drill, establish and utilize wells and facilities for disposition of water, brine or other fluids, and for enhanced production and recovery operations, and to construct tanks, ponds, power and communication lines, pump and power stations, and other structures and facilities. Said Land is located in Spencer County, Indiana, and described as follows, to-wit:

See Exhibit A

and containing One (1) acres, more or less. It is intended hereby to include herein all lands and interest therein contiguous to or appurtenant to the above described Land and owned or claimed by Lessor, or to which Lessor has a preferential 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. For the purpose of making any payment based on acreage, said Land and its constituent parcels shall be deemed to contain the acreage above stated whether they actually contain more or less. This lease shall cover all the interest in said Land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, produced at the well in liquid form by ordinary production methods, including condensate separated from gas at the well. The term "gas" or "gases" when used in this lease shall mean hydrocarbons produced in a gaseous state at the well (not including condensate separated from gas at the well) including coal bed methane ("CBM") and coal mine methane ("CMM") to the extent and only to the extent that the Lessor owns CBM and/or CMM rights, helium, nitrogen, carbon dioxide and other gases.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of Three years from this date (called "primary term"), and as long thereafter as operations are conducted on said Land or land with which said Land is pooled with no cessation for more than 90 consecutive days; provided, however, that in no event shall this lease terminate unless production of oil and/or gas from all wells located on the Land, or on lands pooled or unitized therewith, has permanently ceased, and provided further, however, that for injection purposes this lease shall continue in full force and effect only as to the subsurface strata or stratas into which such injections are being made, together with such surface privileges as may be necessary or desirable to continue such injection. If operations commenced during the primary term are discontinued less than 90 days before the end of the primary term, this lease shall not terminate at the end of the primary term if operations are again conducted within 90 days after the discontinuance. Whenever used in this lease, the word "operations" shall refer to any of the following and any activities related thereto: preparing location for drilling, drilling, testing, completing, equipping, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas whether or not in paying quantities.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said Land, same to be delivered at the wells or to the credit of Lessor in the pipe line to which the wells may be connected, Lessor's interest in either case shall bear its proportion of any expenses for treating oil to make it marketable as crude, or from time to time, at the option of Lessee, Lessee may sell the oil produced and saved from said Land and pay Lessor one-eighth of the net amount realized by Lessee, computed at the wellhead, whether the point of sale is on or off said Land; (b) on gas produced from said Land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, one-eighth of the net market value at the wellhead of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the net amount realized by Lessee computed at the wellhead, from such sale. 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 the oil and gas minus post-production cost 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 post production cost 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 cost" shall mean all 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 Six (6) 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 cost 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 cost 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. If any well capable of producing oil and/or gas, whether or not in paying quantities, located on the Land or lands pooled or unitized with all or any part of the Land is at any time shut in and production therefrom is not sold or used of the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut in, notwithstanding expiration of the primary term. In lieu of any implied covenant to market, Lessee expressly agrees to market oil and/or gas produced from Lessee's wells located on said Land or lands pooled or unitized therewith, but Lessee does not covenant or agree to reinject or recycle gas, to market such oil and/or gas under terms, conditions or circumstances which in Lessee's judgment are uneconomic or otherwise unsatisfactory or to bear more than Lessee's revenue interest share of the cost and expense incurred to make the production marketable. If all wells on said Land or lands pooled or unitized with part or all of the 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 the sum of \$1.00 multiplied by the number of acres subject to this lease, provided, however, that if production from a well or wells located on said Land or lands pooled or unitized therewith is sold or used off the premises before the end of any such period or if at the end of any such annual period this lease is being maintained in force and effect other than solely by reason of the shut-in well(s), Lessee shall not be required to pay or tender said sum of money for that annual period. The shut-in royalty payment may be made in currency, draft or check, at the option of Lessee, and the depositing of such payment in any post office, with sufficient postage and properly addressed to Lessor, within 60 days of the expiration of the annual period shall be deemed sufficient payment as herein provided.

5. Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's sole judgment it is necessary or advisable to do so in order to properly develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the sole judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. Such units may be designated either before or after the completion of wells. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved.

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

7. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change or division in ownership of the Land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee or require the installation of separate measuring tanks. No such change or division in the ownership of the Land or royalties shall be binding upon Lessee for any purpose until 45 days after Lessee has received written notice of such change and the originals or certified copies of those instruments which have been properly filed for record and that shall be necessary in the opinion of Lessee to establish the validity of such change of ownership or division of interest. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if assignee of part or parts hereof shall fail to comply with any provision of the lease, such default shall not affect this lease in so far as it covers the part of said Lands retained by Lessee or another assignee.

8. 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(s) shall be payable to the owner or owners of only those tracts located within the drilling unit designated by the state regulatory agency for such well and apportioned among said tracts on a surface acreage basis; provided, however, if a portion of the leased premises is pooled or unitized with other lands for the purpose of operating the pooled unit as one lease, this paragraph shall be inoperative as to the portion so pooled or unitized.

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

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

11. In the event Lessor considers that Lessee has failed to comply with any obligation hereunder, express or implied, Lessor shall notify Lessee in writing specifying in what respects Lessor claims Lessee has breached this lease. The service of such notice and the lapse of sixty days without lessee's meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause. If within sixty days after receipt of such notice Lessee shall meet or commence to meet the breaches alleged by Lessor, Lessee shall not be deemed in default hereunder. The breach by Lessee of any obligation hereunder shall not work as forfeiture or termination, in whole or in part, of this lease.

12. The undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender, release and waive all right of dower and homestead in the premises herein described, in so far as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

13. Lessor hereby grants to Lessee the right and option to extend the primary term of this lease as to the Land or any part thereof for an additional primary term of Three years commencing on the date the lease would have expired but for the extension, by paying or tendering to Lessor on or before the expiration of the initial primary term of this lease the sum of Five Dollars (\$5.00) per acre for all or that part of the Land which Lessee elects to hold hereunder, The provisions of this Paragraph shall be binding upon Lessor and Lessee and their heirs, successors, representatives, sublessees and assigns. In the event Lessee elects to exercise the option referred to above on less than all of the original leasehold acreage, the Lessee shall include with its payment a tender, a plat indicating which acreage the tender or payment is designed to cover along with a written description thereof.

IN WITNESS WHEREOF, Lessors have signed this lease on the date first above written:

LESSOR:


Johnny Ray Goodman


Billie Jean Goodman

LESSEE:

Countrymark Energy Resources, LLC


By: Kathy Lloyd
Director of Land and Regulatory

ACKNOWLEDGEMENTS

Individual Acknowledgement

STATE OF Indiana)
COUNTY OF Spencer) SS:

I, Heidi F. Greene, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Johnny Ray Goodman, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Seal, this 29th day of December, 2015.

My Commission Expires: 1-1-2023

Signature of Heidi F. Greene
Notary Public
County of Residence Spencer



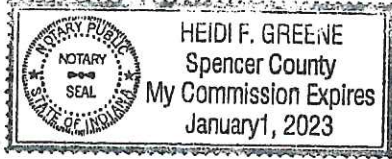
STATE OF Indiana)
COUNTY OF Spencer) SS:

I, Heidi F. Greene, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Billie Jean Goodman, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Seal, this 29th day of December, 2015.

My Commission Expires: 1-1-2023

Signature of Heidi F. Greene
Notary Public
County of Residence Spencer



Corporate Acknowledgement

STATE OF INDIANA)
COUNTY OF VANDERBURGH) SS:

I, Susan M Fralick, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Kathy Lloyd of Countrymark Energy Resources, LLC to me personally known as the Director of Land and Regulatory of Countrymark Energy Resources, LLC, and also known to me to be the same person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged her signing, sealing and delivering the said instrument as the free and voluntary act of said corporation, for the consideration and purposes therein set forth, and that she was duly authorized to execute the same by the board of directors of said corporation.

Given under my hand and Seal, this 8th day of February, 2016.

My Commission Expires: 11-7-21

Signature of Susan M Fralick
Notary Public
County of Residence Vanderburgh



EXHIBIT A

Part of the Northeast corner of the South 1/2 of the Southwest 1/4 of the Northeast 1/4, Section 33, T-6-S, R-6-W, Spencer Co., IN, containing one (1) acre, more or less.

Prepared by:

Scott C. Gaddis
Scott C. Gaddis
1512 College Drive
Owensboro, KY 42301

OIL AND GAS LEASE
Indiana Form

AGREEMENT made and entered into this 8 day of October, 1984
by and between Jennie Catherine Wilson and Raymond E. Wilson, husband and wife
2619 Brookside Parkway, South Drive
Indianapolis, Ind. 46201
party of the first part, hereinafter called lessor (whether one or more) and HERCULES PETROLEUM
2209 CALHOUN ROAD
OWENSBORO, KY 42301
party of the second part, hereinafter called lessee.

WITNESSETH, that the lessor, for and in consideration of Two hundred DOLLARS (\$ 200.00) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casing-head gas, casing-head gasolines, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying pipe lines, telephones and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land, on said land for the production of oil, gas, casing-head gas, casing-head gasolines, and erection of structures thereon to produce, save and take care of products, and the injecting of water, brine and other fluids into subsurface strata: All that certain tract of land situated in the Township of Ohio

County of Spencer State of Indiana described as follows, to-wit:
The south half of the N.W. 1/4 of the SE 1/4 of section 33.

INSTRUMENT # 84-3278 Recorded this
11 day of Oct., 1984 at
10:50 A m. in Record No. 53
Page 4/4

Shyllis Small, R.D.C.

of section 33 Township 6-50th Range 6-West
It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain 2.6 acres.

It is agreed that this lease shall remain in force for a term of one years from this date and as long thereafter as oil, gas, casing-head gas, casing-head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that for injection purposes this lease shall continue in full force and effect only as to well or wells so used and the ten acres contiguous thereto.

In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks;
2nd. To pay lessor one-eighth, at the market price at the well for the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.
3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth, at the market price at the well for the gas so used for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from date hereof, this lease shall terminate as to both parties, unless the lessee, on or before that date shall pay to or tender to the lessor's credit in the N/A N/A N/A
Bank at _____

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of _____ Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In a like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental payment date.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid this lease shall terminate, as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as herein before provided. And it is agreed that upon resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.
Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.
When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn on said premises, without the written consent of the lessor.
Lessee shall pay for the damage caused by its operation to growing crops on said lands.
Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil and gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein, first mentioned.
If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

If the leased premises are now, or shall hereafter be, owned in severally or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among, and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided however, if the leased premises consist of two or more non-abutting tracts this paragraph shall apply separately to each such non-abutting tract and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease this paragraph shall be inoperative as to such portion so consolidated.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.
Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of the lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. In connection with the production of oil such pooling may be in a unit or units not exceeding 50 acres each. In connection with the production of gas such pooling may be in a unit or units not exceeding 320 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated, as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied, to drill more than one well to each such unitized tract, regardless of when, where or by whom offset wells may be drilled.

In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market, and if there is no apparent production or operation on said lands sufficient to keep this agreement in full force and effect, the LESSEE may pay as royalty Fifty Dollars (\$50.00) per year for each shut-in gas well, and such payment shall be considered as if gas is actually being produced within the terms and conditions of this oil and gas lease. Such payment shall be made annually in advance, within ninety (90) days following the completion of the well or the cessation of a market for gas. Such payment shall be paid or tendered to the LESSOR or to the depository bank to be specified by the LESSOR. No rental shall accrue as to the leased premises during any period covered by a shut-in gas payment as herein provided. The shut-in gas payments herein provided for shall be considered advance royalties, and production from the leased premises during any annual period for which shut-in gas rental or royalty has been paid may be credited against such advance payment.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rentals in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to the lessor at last known post office address.

It is agreed that the lessee shall have the right to store gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights lessee shall pay to lessor an annual rental of One Hundred Dollars (\$100.00) per well per year commencing with the date storage operations start and continuing for as long thereafter as said storage operations are utilized.
All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due or is the result of any such law, order, rule or regulation.

No roadways or drilling shall take place that would damage or disturb the cultivated stand of walnut saplings. Lessee shall place a metal gate on its entry road. Lessee shall pay reasonable damage for all damage caused by its operations. Lessor shall be notified by mail (10) days in advance of drilling.

IN WITNESS WHEREOF WE SIGN, this the 8 day of October, 1984

Jennie Catherine Wilson (SEAL) _____ (SEAL)
Raymond E. Wilson (SEAL) _____ (SEAL)

_____ (SEAL)

This instrument was prepared by: L.W. Worth _____, whose address is: Rt 3 Philpor Ky 42366

STATE OF Indiana)
Spencer COUNTY,)

SS.

ACKNOWLEDGEMENT

I, Marie H. Moon, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Jennie Catherine Wilson and Raymond E. Wilson, husband and wife

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this 8th day of October, 1941
My commission expires 1-5-88

Marie H. Moon
Notary Public
Residing in Warrick Co
ACKNOWLEDGEMENT

STATE OF)
COUNTY,)

SS.

ACKNOWLEDGEMENT

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of the homestead and dower.

Given under my hand and Seal, this _____ day of _____, 19____
My commission expires _____

Notary Public.

STATE OF)
County of)

SS.

FORM FOR SIGNING BY MARK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____

personally known to me to be the person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed the instrument by his mark and sealed and delivered same as his free and voluntary act for the uses and purposes therein set forth, said instrument having been read to him being a person unable to read or write.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 19____
My commission expires _____

Notary Public.

Her His X Mark

STATE OF)
COUNTY,)

SS.

FORM FOR CORPORATION

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ of _____

and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged this signing, sealing and delivering the said instrument as the free and voluntary act of said _____ (name of corporation) for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

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

Notary Public.

OIL AND GAS LEASE

No. _____

FROM

TO

Date _____, 19____

Section _____ Township _____ Range _____

No. of Acres _____ County _____

STATE OF _____)
COUNTY OF _____) SS.

This instrument was filed for record on the _____ day of _____, 19____ at _____ o'clock _____ M., and duly recorded in book _____ Page _____ of the records of this office.
Register of Deeds.
By _____ Deputy.

When Recorded _____
Return to _____

HARDING-GRAVBILL PRINTERS, OWENSBORO, KY 42301
550 Poffel

OIL AND GAS LEASE
Indiana Form

AGREEMENT made and entered into this

8 day of JUNE 19 84

by and between

A.P. Schulte, Jr. - RT #1
Rockport Ind. 47635
649-2953
649-

party of the first part, hereinafter called lessor (whether one or more) and

H.P. ACQUISITIONS CORP Hercules Petroleum Co., Inc
2209 CALHOUN ROAD
OWENSBORO, KY 42301

party of the second part; hereinafter called lessee.

WITNESSETH: that the lessor, for and in consideration of Ten DOLLARS (\$ 10⁰⁰) cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively to the said lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casing-head gas, casing-head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying pipe lines, telephones and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land, on said land for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structures thereon to produce, save and take care of products, and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the Township of OHIO 6-South

County of SPENCER

State of Indiana

described as follows, to wit:

The SW 1/4 of the SE 1/4 of section 33, Township 6-South, Range 6-West, containing 40 acres, more or less.

Also, a part of the SE 1/4 of the SE 1/4 of sec. 33 Township 6-South Range 6 WEST, described as follows: Beginning 22 2/3 rods N. of the SW corner of the SE 1/4 of the SE 1/4 of sec. 33, Township 6-South, Range 6-West; Thence East 14 rods; Thence North 11 1/3 rods; Thence West 14 rods; Thence south 11 1/3 rods to the place of beginning, containing 1 acre more or less.

of section 33 Township 6-South Range 6-WEST

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain (41) acres.

It is agreed that this lease shall remain in force for a term of ONE years from this date and as long thereafter as oil, gas, casing-head gas, casing-head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that for injection purposes this lease shall continue in full force and effect only as to well or wells so used and the ten acres contiguous thereto.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks;

2nd. To pay lessor one-eighth, at the market price at the well for the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth, at the market price at the well for the gas so used for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before ONE year from date hereof, this lease shall terminate as to both parties, unless the lessor, on or before that date shall pay to or tender to the lessor's credit in full

N/A N/A

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In a like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid this lease shall terminate, as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as herein before provided. And it is agreed that upon resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

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

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

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

Lessee shall pay for the damage caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil and gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein, first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment of a true copy hereof; and it is hereby agreed in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

If the leased premises are now, or shall hereafter be, owned in severally or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among, and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided however, if the leased premises consist of two or more non-abutting tracts this paragraph shall apply separately to each such non-abutting tract and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease this paragraph shall be inoperative as to such portion so consolidated.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of the lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. In connection with the production of oil such pooling may be in a unit or units not exceeding 50 acres each. In connection with the production of gas such pooling may be in a unit or units not exceeding 320 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated, as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied, to drill more than one well to each such unitized tract, regardless of when, where or by whom offset wells may be drilled.

In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market, and if there is no apparent production or operation on said lands sufficient to keep this agreement in full force and effect, the LESSEE may pay as royalty Fifty Dollars (\$50.00) per year for each shut-in well, and such payment will be considered as if gas is actually being produced within the terms and conditions of this oil and gas lease. Such payment shall be made annually in advance, within ninety (90) days following the completion of the well or the cessation of a market for gas. Such payment shall be paid or tendered to the LESSOR or to the depository bank to be specified by the LESSOR. No rental shall accrue as to the leased premises during any period covered by a shut-in gas payment as herein provided. The shut-in gas payments herein provided for shall be considered advance royalties, and production from the leased premises during any annual period for which shut-in gas rental or royalty has been paid may be credited against such advance payment.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgage, leases or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rentals in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to the lessor at last known post office address.

It is agreed that the lessee shall have the right to store gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights lessee shall pay to lessor an annual rental of One Hundred Dollars (\$100.00) per well per year commencing with the date storage operations start and continuing for as long thereafter as said storage operations are utilized.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due or is the result of any such law, order, rule or regulation.

Lessee agrees to pay one thousand dollars to lessor for the first well drilled on lessors property for advance land damage. Lessee agrees to pay five hundred dollars for any subsequent wells drilled on lessors land. Lessee agrees to pay reasonable damages for any of lessors property damaged by lessors operations. Lessee agrees to repair land, as near as possible, to original condition.

IN WITNESS WHEREOF WE SIGN, this the

8 day of JUNE 19 84

A.P. Schulte Jr.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

This instrument was prepared by:

L.W. Worth

whose address is: Rt 3 Philpot Ky 42366

STATE OF INDIANA)
Spencer COUNTY,)

SS.

ACKNOWLEDGEMENT

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

A. P. SCHULTE, JR

personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ he _____ signed, sealed and

delivered the said instrument as _____ his _____ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this 8th day of JUNE

My commission expires Jan 5, 1988



STATE OF _____)
COUNTY,)

SS.

ACKNOWLEDGEMENT

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ he _____ signed, sealed and

delivered the said instrument as _____ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of the homestead and dower.

Given under my hand and Seal, this _____ day of _____, 19____

My commission expires _____

Notary Public.

STATE OF _____)
County of _____)

SS.

FORM FOR SIGNING BY MARK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ he _____ signed the instrument

by _____ mark and sealed and delivered same as _____ free and voluntary act for the uses and purposes therein set forth, said instrument having been read to _____ being a person _____ unable to read or write.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 19____

My commission expires _____

Notary Public.

STATE OF _____)
COUNTY,)

SS.

FORM FOR CORPORATION

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

_____ to me personally known as the president (or other officer) of _____ and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and

acknowledged this signing, sealing and delivering the said instrument as the free and voluntary act of said _____ (name of corporation) _____ for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 19____

My commission expires _____

Notary Public.

No. _____

OIL AND GAS LEASE

FROM _____

TO _____

Date _____, 19____

Section _____ Township _____ Range _____

No. of Acres _____

STATE OF Indiana)
COUNTY OF Spencer) SS.

This instrument was filed for record on the 12 day of June, 1984 at 9:40 o'clock A.M., and duly recorded in book 52 Page 734 of the records of this office.

By Ray Lee Small Register of Deeds
Ray Forrester Caldwell Deputy

When Recorded _____
Return to _____

HARDIN-GRAVILL PRINTERS, OWENSBORO, KY 42301

550 g. Ryle

OIL AND GAS LEASE
Indiana Form

AGREEMENT made and entered into this

14 day of September 1984

by and between

Sylvester T. Brashear and Harriet E. Brashear
1731 Daviess St.
Owensboro Ky. 42301

party of the first part, hereinafter called lessor (whether one or more) and
HERCULES PETROLEUM
2209 CALHOUN ROAD
OWENSBORO, KY 42301

party of the second part, hereinafter called lessee.
WITNESSETH that the lessor, for and in consideration of Two hundred DOLLARS (\$ 200.00) cash in hand paid, the receipt of which is hereby acknowledged, and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said lessee, his successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casing-head gas, casing-head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, with rights of way and easements for laying pipe lines, telephones and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating and caring for such products and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land, on said land for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structures thereon to produce, save and take care of products, and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the Township of Ohio

County of Spencer State of Indiana described as follows, to wit:
The South half of the S.E. 1/4 of the S.W. 1/4 of section 33, Township 6 South, range 6 West, containing 20 acres, more or less.

INSTRUMENT # 84-3032
20 day of Sept 1984
10:30 A.M. in Room 1033
Page 33
[Signature]

of section 33 Township 6 South Range 6 West
It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain 20 acres.

It is agreed that this lease shall remain in force for a term of one years from this date and as long thereafter as oil, gas, casing-head gas, casing-head gasoline or any of them is produced from said leased premises or continue in full force and effect only as to well or wells so used and the ten acres contiguous thereto.

In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.
2nd. To pay lessor one-eighth, at the market price at the well for the gas so used, for the gas run into the pipe line or into storage tanks.
3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth, at the market price at the well for the gas so used for the time during which such gas shall be used, said payments to be made monthly.
If no well be commenced on said land on or before one year from date hereof, this lease shall terminate as to both parties, unless the lessee, on or before that date shall pay to or tender to the lessor's credit in the

Bank of N/A

of its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In a like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date.
Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid this lease shall terminate, as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as herein before though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein; then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.
When requested by the lessor, lessee shall bury its pipe lines below plow depth.
No well shall be drilled nearer than 200 feet to the house or barn on said premises, without the written consent of the lessor.
Lessee shall pay for the damage caused by its operation to growing crops on said lands.
Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil and gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein, first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignee or assignees of such parts shall make due payment of said rental.

If the leased premises are now, or shall hereafter be, owned in severally or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among, and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided however, if the leased premises consist of two or more non-abutting tracts this paragraph shall apply separately to each such non-abutting tract and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease this paragraph shall be inoperative as to such portion so consolidated.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of the lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. In connection with the production of oil such pooling may be in a unit or units not exceeding 50 acres each. In connection with the production of gas such pooling may be in a unit or units not exceeding 320 acres each. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes, as if it were included in this lease, and the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied, to drill more than one well to each such unitized tract, regardless of when, where or by whom offset wells may be drilled.

In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market, and if there is no apparent production or operation on said lands sufficient to keep this agreement in full force and effect, the LESSEE may pay as royalty Fifty Dollars (\$50.00) per year for each shut-in gas well, and such payment will be considered as if for gas. Such payment shall be paid or tendered to the LESSOR or to the depository bank to be specified by the LESSOR. No rental shall accrue as to the leased premises during any period covered by a shut-in gas payment as is credited against such advance payment.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder hereof and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.
Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rentals in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to the lessor at last known post office address.

It is agreed that the lessee shall have the right to store gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights lessee shall pay to lessor an annual rental of One Hundred Dollars (\$100.00) per well per year commencing with the date storage operations start and continuing for as long thereafter as said storage operations are utilized.

All express or implied covenants in this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due or is the result of any such law, order, rule or regulation.

Lessee shall restore lessors roads if used and damaged by its operations
lessee agrees to consult with lessor on ingress and egress roads.
lessee shall take particular care to avoid damaging large trees all trees damaged shall be paid for at a reasonable price. Drainage ditch is to be kept open by tile if crossed.

IN WITNESS WHEREOF WE SIGN, this the 14 day of Sept. 1984

(SEAL) _____
(SEAL) _____
Sylvester T. Brashear
(SEAL) _____
Harriet E. Brashear
(SEAL) _____

This instrument was prepared by: L.W. Worth whose address is: 2209 Calhoun Rd Owensboro Ky 42301

STATE OF Kentucky }
Daviess COUNTY, } SS.

ACKNOWLEDGEMENT

I, Vicki Baker, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Sylvester T. Brashear & Harriet E. Brashear

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this 14th day of September, 1984.
My commission expires 4-12-87

Vicki Baker
Notary Public.

STATE OF _____ }
COUNTY, } SS.

ACKNOWLEDGEMENT

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of the homestead and dower.

Given under my hand and Seal, this _____ day of _____, 19____.

My commission expires _____ Notary Public.

STATE OF _____ }
County of _____ } SS.

FORM FOR SIGNING BY MARK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed the instrument by his mark and sealed and delivered same as his free and voluntary act for the uses and purposes therein set forth, said instrument having been read to him, being a person unable to read or write.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 19____.

My commission expires _____ Notary Public.

County, _____ Her His X Mark

STATE OF _____ }
COUNTY, } SS.

FORM FOR CORPORATION

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ of _____

and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged this signing, sealing and delivering the said instrument as the free and voluntary act of said _____

(name of corporation) _____, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 19____.

My commission expires _____ Notary Public.

OIL AND GAS LEASE

No. _____

FROM

TO

Date _____, 19____

Section _____ Township _____ Range _____

No. of Acres _____ County _____

STATE OF _____ }
COUNTY OF _____ } SS.

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock P.M., and duly recorded in book _____ Page _____ of the records of this office.

Register of Deeds.

By _____ Deputy.

When Recorded Return to _____

HAROLD GRAYBILL PRINTERS, OWENSBORO, KY 42301

5:50 P.M.



* 2 0 1 8 R - 0 0 2 7 8 8 *

2018R-00278

VICKI BRAUNS
 SPENCER COUNTY RECORDER
 ROCKPORT, IN
 RECORDED ON
 01/29/2018 10:27AM
 REC FEE: \$25.00
 PAGES: 8

**OIL AND GAS LEASE
 (Paid Up)**

THIS AGREEMENT, made and entered into this 21 day of Jan 2016, by and between **VOGEL SEED FARM, INC.**, 4560 N. County Road 200 W., Rockport, IN 47635, herein called Lessor (whether one or more), and **COUNTRYMARK ENERGY RESOURCES, LLC**, 7116 Eagle Crest Blvd., Suite C, Evansville, IN 47715, herein called Lessee:

1. Lessor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases, and lets the lands described below, including all interest therein which Lessor may acquire by operation of law, reversion or otherwise (herein called the "Land"), exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas, and their respective constituent products, together with all rights, privileges and easements useful or convenient in connection with the foregoing and in connection with treating, storing, caring for, transporting and removing oil, gases, and their constituent products produced from the Land or other lands adjacent thereto, including but not limited to rights to lay pipelines, build roads, drill, establish and utilize wells and facilities for disposition of water, brine or other fluids, and for enhanced production and recovery operations, and to construct tanks, ponds, power and communication lines, pump and power stations, and other structures and facilities. Said Land is located in Spencer County, Indiana, and described as follows, to-wit:

See Exhibit A

and containing 140 acres, more or less. This lease shall cover all the interest in said Land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, produced at the well in liquid form by ordinary production methods, including condensate separated from gas at the well. The term "gas" or "gases" when used in this lease shall mean hydrocarbons produced in a gaseous state at the well (not including condensate separated from gas at the well) including coal bed methane ("CBM") and coal mine methane ("CMM") to the extent and only to the extent that the Lessor owns CBM and/or CMM rights, helium, nitrogen, carbon dioxide and other gases.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of Three years from this date (called "primary term"), and as long thereafter as operations are conducted on said Land or land with which said Land is pooled with no cessation for more than 90 consecutive days; provided, however, that in no event shall this lease terminate unless production of oil and/or gas from all wells located on the Land, or on lands pooled or unitized therewith, has permanently ceased, and provided further, however, that for injection purposes this lease shall continue in full force and effect only as to the subsurface strata or stratas into which such injections are being made, together with such surface privileges as may be necessary or desirable to continue such injection. If operations commenced during the primary term are discontinued less than 90 days before the end of the primary term, this lease shall not terminate at the end of the primary term if operations are again conducted within 90 days after the discontinuance. Whenever used in this lease, the word "operations" shall refer to any of the following and any activities related thereto: preparing location for drilling, drilling, testing, completing, equipping, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas whether or not in paying quantities.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said Land, same to be delivered at the wells or to the credit of Lessor in the pipe line to which the wells may be connected. Lessor's interest in either case shall bear its proportion of any expenses for treating oil to make it marketable as crude, or from time to time, at the option of Lessee, Lessee may sell the oil produced and saved from said Land and pay Lessor one-eighth of the net amount realized by Lessee, computed at the wellhead, whether the point of sale is on or off said Land; (b) on gas produced from said Land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, one-eighth of the net market value at the wellhead of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the net amount realized by Lessee computed at the wellhead, from such sale. 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 the oil and gas minus post-production cost 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 post production cost 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 cost" shall mean all 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 Six (6) 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 cost 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 cost 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. If any well capable of producing oil and/or gas, whether or not in paying quantities, located on the Land or lands pooled or unitized with all or any part of the Land is at any time shut in and production therefrom is not sold or used of the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut in, notwithstanding expiration of the primary term. In lieu of any implied covenant to market, Lessee expressly agrees to market oil and/or gas produced from Lessee's wells located on said Land or lands pooled or unitized therewith, but Lessee does not covenant or agree to reinject or recycle gas, to market such oil and/or gas under terms, conditions or circumstances which in Lessee's judgment are uneconomic or otherwise unsatisfactory or to bear more than Lessee's revenue interest share of the cost and expense incurred to make the production marketable. If all wells on said Land or lands pooled or unitized with part or all of the 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 the sum of \$1.00 multiplied by the number of acres subject to this lease, provided, however, that if production from a well or wells located on said Land or lands pooled or unitized therewith is sold or used off the premises before the end of any such period or if at the end of any such annual period this lease is being maintained in force and effect other than solely by reason of the shut-in well(s), Lessee shall not be required to pay or tender said sum of money for that annual period. The shut-in royalty payment may be made in currency, draft or check, at the option of Lessee, and the depositing of such payment in any post office, with sufficient postage and properly addressed to Lessor, within 60 days of the expiration of the annual period shall be deemed sufficient payment as herein provided.

5. Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's sole judgment it is necessary or advisable to do so in order to properly develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the sole judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. Such units may be designated either before or after the completion of wells. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved.

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

7. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change or division in ownership of the Land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee or require the installation of separate measuring tanks. No such change or division in the ownership of the Land or royalties shall be binding upon Lessee for any purpose until 45 days after Lessee has received written notice of such change and the originals or certified copies of those instruments which have been properly filed for record and that shall be necessary in the opinion of Lessee to establish the validity of such change of ownership or division of interest. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if assignee of part or parts hereof shall fail to comply with any provision of the lease, such default shall not affect this lease in so far as it covers the part of said Lands retained by Lessee or another assignee.

8. 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(s) shall be payable to the owner or owners of only those tracts located within the drilling unit designated by the state regulatory agency for such well and apportioned among said tracts on a surface acreage basis; provided, however, if a portion of the leased premises is pooled or unitized with other lands for the purpose of operating the pooled unit as one lease, this paragraph shall be inoperative as to the portion so pooled or unitized.

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

10. Lessor hereby warrants and agrees to defend the title to said Land, agrees that Lessee, at its option, may discharge any tax, mortgage, or other lien upon said Land, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in the oil and gas and like minerals underlying said Land less than the entire fee simple estate, then the

royalties and rentals to be paid Lessor shall be reduced proportionately. This lease shall be binding upon all who execute it, and they shall be considered Lessors, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease.

11. In the event Lessor considers that Lessee has failed to comply with any obligation hereunder, express or implied, Lessor shall notify Lessee in writing specifying in what respects Lessor claims Lessee has breached this lease. The service of such notice and the lapse of sixty days without lessee's meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause. If within sixty days after receipt of such notice Lessee shall meet or commence to meet the breaches alleged by Lessor, Lessee shall not be deemed in default hereunder. The breach by Lessee of any obligation hereunder shall not work as forfeiture or termination, in whole or in part, of this lease.

12. The undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender, release and waive all right of dower and homestead in the premises herein described, in so far as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

13. Lessor hereby grants to Lessee the right and option to extend the primary term of this lease as to the Land or any part thereof for an additional primary term of Three years commencing on the date the lease would have expired but for the extension, by paying or tendering to Lessor on or before the expiration of the initial primary term of this lease the sum of Five Dollars (\$5.00) per acre for all or that part of the Land which Lessee elects to continue to hold hereunder. The provisions of this Paragraph shall be binding upon Lessor and Lessee and their heirs, successors, representatives, sublessees and assigns. In the event Lessee elects to exercise the option referred to above on less than all of the original leasehold acreage, the Lessee shall include with its payment a tender, a plat indicating which acreage the tender or payment is designed to cover along with a written description thereof.

IN WITNESS WHEREOF, Lessors have signed this lease on the date first above written:

LESSOR:

Jeff Vogel Pres.
Vogel Seed Farm, Inc.

LESSEE:
Countrymark Energy Resources, LLC

Kathy Lloyd
By: Kathy Lloyd
Director of Land and Regulatory

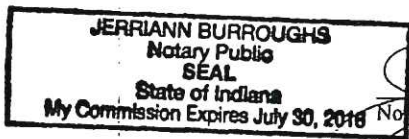
ACKNOWLEDGEMENTS

Individual Acknowledgement

STATE OF INDIANA)
COUNTY OF Spencer) SS:

I, Terriann Burroughs a Notary Public, in and for said County, in the State aforesaid, do hereby certify that JEFF VOGEL on behalf of Vogel Seed Farm, Inc. personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Seal, this 21 day of JANUARY, 2016.

My Commission Expires: 07-30-16

Terriann Burroughs
Notary Public Terriann Burroughs
County of Residence Spencer

Corporate Acknowledgement

STATE OF INDIANA)
COUNTY OF VANDERBURGH) SS:

I, Susan M Fralick a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Kathy Lloyd of Countrymark Energy Resources, LLC to me personally known as the Director of Land and Regulatory of Countrymark Energy Resources, LLC and also known to me to be the same person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged her signing, sealing and delivering the said instrument as the free and voluntary act of said corporation, for the consideration and purposes therein set forth, and that she was duly authorized to execute the same by the board of directors of said corporation.

Given under my hand and Seal, this 8th day of February, 2016.


My Commission Expires: 11-7-21

Susan M Fralick
Notary Public
County of Residence Vanderburgh

EXHIBIT A

The South half of the North half of the SW $\frac{1}{4}$ of Section 33, Township 6 South, Range 6 West, containing 40 acres, more or less; also 3 acres off of the West end of the South half of the North half of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 6 South, Range 6 west; also 2 acres off of the East end of the West half of the South half of the North half of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 6 South, Range 6 West; also the East half of the South half of the North half of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 33, Township 6 South, Range 6 West, containing 5 acres, more or less; also the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 6 South, Range 6 West; also 10 acres off of the North end of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of section 33, Township 6 South, Range 6 West, and also the North half of the North half of the SW $\frac{1}{4}$ of Section 33, Township 6 South, Range 6 West; containing one hundred forty (140) acres, more or less.

Prepared by:

Scott C. Gaddis

Scott C. Gaddis
1512 College Drive
Owensboro, KY 42301

EXHIBIT "B"

ADDENDUM TO OIL AND GAS LEASE

This Exhibit "B" is attached to the Oil and Gas Lease dated Jan. 21, 2016, between **Vogel Seed Farm, Inc.**, as Lessor, and **Countrymark Energy Resources, LLC**, as Lessee.

In the event that the terms and conditions set forth in this Exhibit "B" Addendum to Oil and Gas Lease conflict with the Oil and Gas Lease to which this Exhibit is attached, the terms and conditions of this Exhibit shall govern.

14. (Existing Wells) Lessor and Lessee agree that development for the production of oil and gas under this Oil and Gas Lease shall be limited to the reworking and operation of wells on the leased land that exist at the time of execution of this Oil and Gas Lease, including a salt water disposal well, and shall not include drilling or development of new wells unless consent is granted by Lessor, such consent shall not be unreasonably withheld.

15. (Well Site Improvements) Lessee and Lessor shall mutually agree on the location of the placement of: pipelines, flowlines, gathering lines, and access road locations for ingress and egress of the Lands. Lessor shall provide consent to such agreement, within 48 hours of notification; such consent shall not be unreasonably withheld. It is agreed, that if at all possible, all wells, gathering systems, tank batteries and other structures shall be placed in dry corners of the Lands, if an irrigation system is in place on the Lands, at the time of commencement of drilling operations. If such placement is not possible, Lessee shall be responsible for construction of all reasonable structures to maintain the continuous revolution of the irrigation system over the location. Lessee shall not be required to make any of the above mentioned concessions for existing pipelines, flowlines, gathering lines, and access road locations for ingress and egress of the Lands, or existing wells, gathering systems, tank batteries and other structures currently located on the property.

16. (Protection of Drainage and Tile) Lessee shall repair any damages caused by Lessee to Lessor's existing, or future tile and surface drainage systems for agricultural purposes.

17. (Production Costs) All Royalties paid to Lessor shall be free of all costs to the point of sales, including but not limited to transportation, dehydration, separation, treating, compression, marketing, gathering and other similar costs arising post production from a well on the Leased Premises or on acreage pooled therewith, with costs imposed by governmental authorities having jurisdiction excepted therefrom.

18. (Prevention of Damage) Lessee agrees to take reasonable steps to prevent its operations from (a) causing or contributing to soil erosion or to the injury of terraces, drainage tile, or other soil-conserving structures on said premises; (b) polluting the waters of reservoirs, springs, streams or wells upon the leased premises; (c) damaging crops, timber, or pastures, consistent with the purpose of this lease; or (d) harming or injuring in any way the animals or livestock owned by Lessor or his tenants and kept or pastured on the premises, including the erection and maintenance of fences, gates and cattle guards where necessary for such purposes. In accordance with all federal, state, and local laws, Lessee will be responsible for any contamination to any legal drains, or its branches by surface runoff or discharge through field tile outlet. Lessee shall pay for damages caused by its operation to growing crops on said lands.

19. (Restoration of Surface) Within six (6) months after abandonment of any well, Lessee shall remove all machinery, material and structures used in connection with said well and not used in other operations on the leased premises, and shall fill in and level off all excavations, pits or other alterations in the surface of the land caused in connection with said well, and generally shall restore the surrounding land and the means of ingress and egress to their original condition so far as reasonably possible, including the replacing or repairing of all fences which may have been removed or damaged and including reseeding the pasture or other grasses where damaged. Within six (6) months after expiration of this lease, weather permitting, Lessee shall perform specifically all the above obligations which have not been performed.

20. (Plow Depth) For purposes of this agreement, plow depth is considered to be a depth of 36 inches below the surface of the soil.

21. (Well Locations) All well locations, roadways and the placement of all production or storage facilities shall be made by mutual agreement between Lessor and Lessee, not to be unreasonably withheld by Lessor. It is the intent of this paragraph that insofar as possible, the most favorable geological location will be selected, while protecting certain areas of Lessor's land from exposure to production operations, so long as such locations are in compliance with the guidelines required by the Indiana DNR, Oil and Gas Division.

22. (Indemnity by Lessee) Lessee shall defend, indemnify and hold Lessor harmless against all causes of action, costs, liabilities, losses, damages and attorney fees of every kind or nature which arise out of or are the result of Lessee's operations or occupancy of the Land or its default under this Lease.

23. (Fence) Any fence, or portion thereof, which is removed for access to the leased premises will be replaced by a fence of like quality; or, for any permanent access, a gate will be installed at a point of entry at a reasonable time, all at the expense of Lessee.

LESSOR

Jeffrey Vogel Pres
Vogel Seed Farm, Inc., by Jeffrey Vogel

LESSEE

Kathy Lloyd
Countrymark Energy Resources, LLC, by
Kathy Lloyd,
Director of Land and Regulatory

STATE OF INDIANA)
) SS:
COUNTY OF Spencer)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jeffrey Vogel, hereinabove referred to as "Lessor," and acknowledged execution of the above Addendum to Oil and Gas Lease to be his voluntary act and deed.

WITNESS my hand and Notarial Seal this 21 day of JANUARY, 2016.



Jerrianne Burroughs
Jerrianne Burroughs Notary Public

My Commission Expires:

07-30-16

A resident of Spencer County, IN.

STATE OF Indiana

SS:

COUNTY OF Vanderburgh

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kathy Lloyd, hereinabove referred to as "Lessee," and acknowledged execution of the above Addendum to Oil and Gas Lease to be her voluntary act and deed.

WITNESS my hand and Notarial Seal this 8th day of February, 2016.



Susan M Fralick
Notary Public

My Commission Expires:

11-7-21

A resident of Vanderburgh County, IN.

EXHIBIT C
PLAT OF PROPOSED UNIT

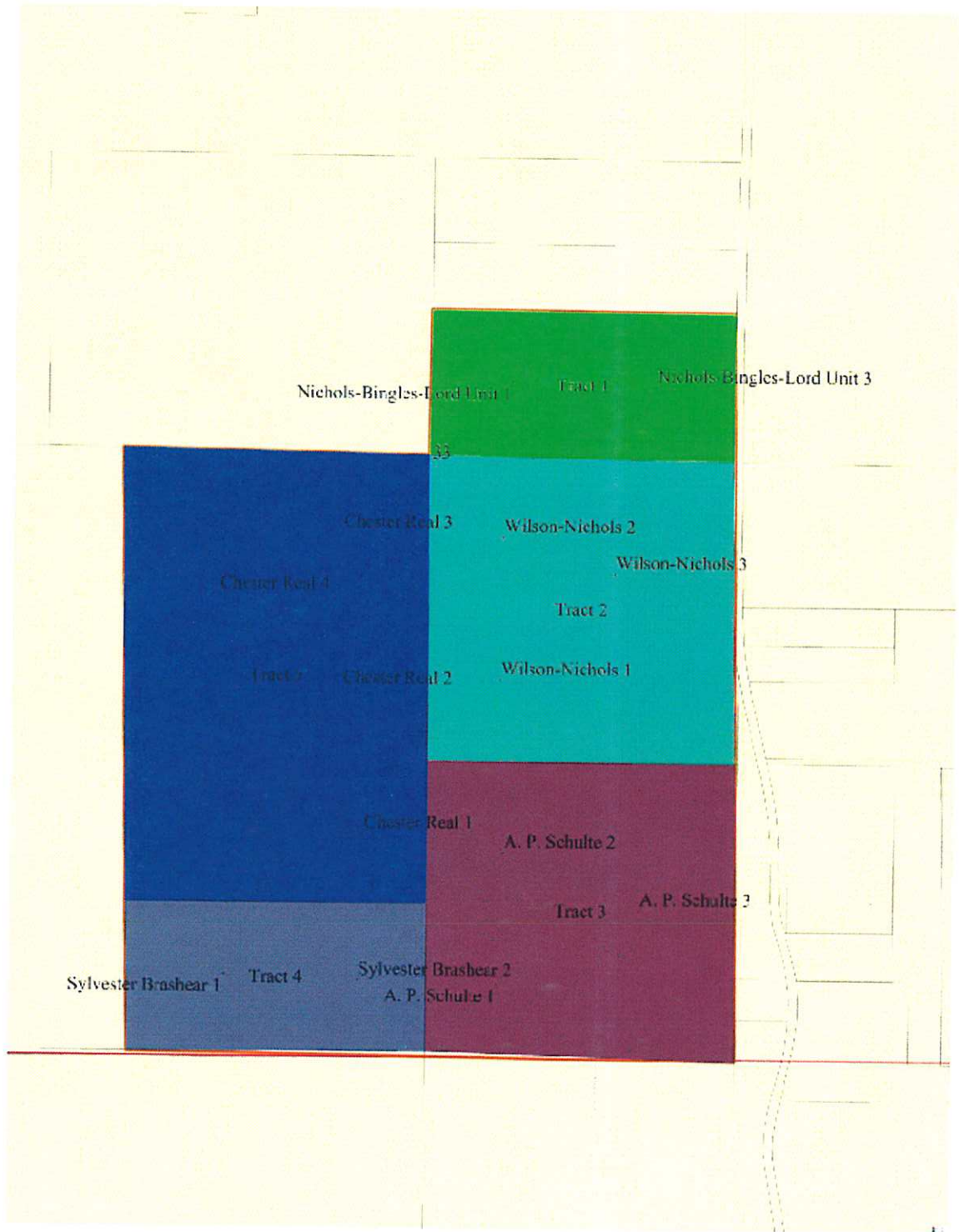


EXHIBIT D
STATEMENT OF DIVISION OF INTEREST

Property Name	Owner #	Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Type of Interest	Billing(WI)	Revenue(NRI)
NICHOLS-BINGLE-LORD UNIT #1	62389	GERTRUDE E BINGLE	R 1	ROCKPORT	IN	47635-9801	R	0.00000000	0.06250000
NICHOLS-BINGLE-LORD UNIT #1	122671	LAURA S BRANSON	2214 GREENBRIAR DR	HENDERSON	KY	42420-3876	O	0.00000000	0.01367200
NICHOLS-BINGLE-LORD UNIT #1	160679	JOHNNY RAY GOODMAN & BILLIE JEAN GOODMAN	4432 N SILVERDALE RD	ROCKPORT	IN	47635-9291	R	0.00000000	0.06250000
NICHOLS-BINGLE-LORD UNIT #1	164340	COUNTRYMARK ENERGY RESOURCES LLC	7116 EAGLE CREST BLVD STE C	EVANSVILLE	IN	47715-8152	W	1.00000000	0.79296800
NICHOLS-BINGLE-LORD UNIT #1	286900	DENNIS GATTON	9143 RHOADS	MACEO	KY	42355-9707	O	0.00000000	0.01367200
NICHOLS-BINGLE-LORD UNIT #1	841293	DWIGHT VAUGHN C/O PHYLLIS VAUGHN AIF	114 BURTON CT	HARTFORD	KY	42347-1601	O	0.00000000	0.01367200
NICHOLS-BINGLE-LORD UNIT #1	911685	LEONARD W WORTH	6360 KARNS GROVE RD	PHILPOT	KY	42366-9303	O	0.00000000	0.02734400
NICHOLS-BINGLE-LORD UNIT #1	1001391	JOHN BRANSON	12 VALLEY STREET APT 215	EVERETT	MA	02149	O	0.00000000	0.00683600
NICHOLS-BINGLE-LORD UNIT #1	1001392	ELI BRANSON	101 FAIRVIEW AVE	JERSEY CITY	NJ	07304	O	0.00000000	0.00683600
WILSON-NICHOLS UNIT #1	122671	LAURA S BRANSON	2214 GREENBRIAR DR	HENDERSON	KY	42420-3876	O	0.00000000	0.01367200
WILSON-NICHOLS UNIT #1	160679	JOHNNY RAY GOODMAN & BILLIE JEAN GOODMAN	4432 N SILVERDALE RD	ROCKPORT	IN	47635-9291	R	0.00000000	0.06250000
WILSON-NICHOLS UNIT #1	164340	COUNTRYMARK ENERGY RESOURCES LLC	7116 EAGLE CREST BLVD STE C	EVANSVILLE	IN	47715-8152	W	1.00000000	0.79296800
WILSON-NICHOLS UNIT #1	286900	DENNIS GATTON	9143 RHOADS	MACEO	KY	42355-9707	O	0.00000000	0.01367200

WILSON-NICHOLS UNIT #1	841293	DWIGHT VAUGHN C/O PHYLLIS VAUGHN AIF	114 BURTON CT	HARTFORD	KY	42347- 1601	O	0.00000000	0.01367200
WILSON-NICHOLS UNIT #1	911685	LEONARD W WORTH	6360 KARNS GROVE RD	PHILPOT	KY	42366- 9303	O	0.00000000	0.02734400
WILSON-NICHOLS UNIT #1	1001391	JOHN BRANSON	12 VALLEY STREET APT 215	EVERETT	MA	02149	O	0.00000000	0.00683600
WILSON-NICHOLS UNIT #1	1001392	ELI BRANSON	101 FAIRVIEW AVE	JERSEY CITY	NJ	07304	O	0.00000000	0.00683600
WILSON-NICHOLS UNIT #1	1002334	PAUL R SCHULTE	4100 N SILVERDALE RD	ROCKPORT	IN	47635	R	0.00000000	0.06250000
A P SCHULTE JR #1	122671	LAURA S BRANSON	2214 GREENBRIAR DR	HENDERSON	KY	42420- 3876	O	0.00000000	0.01367200
A P SCHULTE JR #1	164340	COUNTRYMARK ENERGY RESOURCES LLC	7116 EAGLE CREST BLVD STE C	EVANSVILLE	IN	47715- 8152	W	1.00000000	0.79296800
A P SCHULTE JR #1	286900	DENNIS GATTON	9143 RHOADS	MACEO	KY	42355- 9707	O	0.00000000	0.01367200
A P SCHULTE JR #1	841293	DWIGHT VAUGHN C/O PHYLLIS VAUGHN AIF	114 BURTON CT	HARTFORD	KY	42347- 1601	O	0.00000000	0.01367200
A P SCHULTE JR #1	911685	LEONARD W WORTH	6360 KARNS GROVE RD	PHILPOT	KY	42366- 9303	O	0.00000000	0.02734400
A P SCHULTE JR #1	1001391	JOHN BRANSON	12 VALLEY STREET APT 215	EVERETT	MA	02149	O	0.00000000	0.00683600
A P SCHULTE JR #1	1001392	ELI BRANSON	101 FAIRVIEW AVE	JERSEY CITY	NJ	07304	O	0.00000000	0.00683600
A P SCHULTE JR #1	1002335	PAUL R SCHULTE	4100 N SILVERDALE RD	ROCKPORT	IN	47635	R	0.00000000	0.12500000
SYLVESTER BRASHEAR #1	122671	LAURA S BRANSON	2214 GREENBRIAR DR	HENDERSON	KY	42420- 3876	O	0.00000000	0.01367200
SYLVESTER BRASHEAR #1	164340	COUNTRYMARK ENERGY RESOURCES LLC	7116 EAGLE CREST BLVD STE C	EVANSVILLE	IN	47715- 8152	W	1.00000000	0.79296800

SYLVESTER BRASHEAR #1	171035	EUGENE BRASHEAR	ADDRESS UNKNOWN	ADDRESS UNKNOWN	ADDRESS UNKNOWN			R	0.00000000	0.01562500
SYLVESTER BRASHEAR #1	171036	FAYE TOBABEN	ADDRESS UNKNOWN	ADDRESS UNKNOWN	ADDRESS UNKNOWN			R	0.00000000	0.01562500
SYLVESTER BRASHEAR #1	171037	JULIE BUMPUS	2566 COUNTY ROAD 231	CAPE GIRARDEAU	MO	63701- 9542		R	0.00000000	0.03125000
SYLVESTER BRASHEAR #1	171038	SHANNON TOLBERT	2421 NEWBERRY LN	MOUNT JULIET	TN	37122- 7461		R	0.00000000	0.03125001
SYLVESTER BRASHEAR #1	171039	MARK BRADFIELD	RR 2 BOX 2545	SEDGEWICKVILLE	MO	63781- 9711		R	0.00000000	0.03124999
SYLVESTER BRASHEAR #1	286900	DENNIS GATTON	9143 RHOADS	MACEO	KY	42355- 9707		O	0.00000000	0.01367200
SYLVESTER BRASHEAR #1	841293	DWIGHT VAUGHN C/O PHYLLIS VAUGHN AIF	114 BURTON CT	HARTFORD	KY	42347- 1601		O	0.00000000	0.01367200
SYLVESTER BRASHEAR #1	911685	LEONARD W WORTH	6360 KARNS GROVE RD	PHILPOT	KY	42366- 9303		O	0.00000000	0.02734400
SYLVESTER BRASHEAR #1	1001391	JOHN BRANSON	12 VALLEY STREET APT 215	EVERETT	MA	02149		O	0.00000000	0.00683600
SYLVESTER BRASHEAR #1	1001392	ELI BRANSON	101 FAIRVIEW AVE	JERSEY CITY	NJ	07304		O	0.00000000	0.00683600
CHESTER REAL	103479	VOGEL SEED FARM INC	ROUTE #1 BOX 403	ROCKPORT	IN	47635- 9801		R	0.00000000	0.12500000
CHESTER REAL	122671	LAURA S BRANSON	2214 GREENBRIAR DR	HENDERSON	KY	42420- 3876		O	0.00000000	0.01367200
CHESTER REAL	164340	COUNTRYMARK ENERGY RESOURCES LLC	7116 EAGLE CREST BLVD STE C	EVANSVILLE	IN	47715- 8152		W	1.00000000	0.79296800
CHESTER REAL	286900	DENNIS GATTON	9143 RHOADS	MACEO	KY	42355- 9707		O	0.00000000	0.01367200
CHESTER REAL	841293	DWIGHT VAUGHN C/O PHYLLIS VAUGHN AIF	114 BURTON CT	HARTFORD	KY	42347- 1601		O	0.00000000	0.01367200

CHESTER REAL	911685	LEONARD W WORTH	6360 KARNS GROVE RD	PHILPOT	KY	42366- 9303	O	0.00000000	0.02734400
CHESTER REAL	1001391	JOHN BRANSON	12 VALLEY STREET APT 215	EVERETT	MA	02149	O	0.00000000	0.00683600
CHESTER REAL	1001392	ELI BRANSON	101 FAIRVIEW AVE	JERSEY CITY	NJ	07304	O	0.00000000	0.00683600

EXHIBIT E
UNIT POOLING AGREEMENT

(Recorder's Data Only)

**UNIT AGREEMENT
REO WATERFLOD UNIT
SPENCER COUNTY, INDIANA**

THIS AGREEMENT, is made and entered into by the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof:

WITNESSETH

WHEREAS, the hereinafter described unitized area has been developed for oil and gas, and the parties hereto desire that operations in the unitized area for secondary recovery by waterflooding and other methods be carried out, and realize that such operations can most satisfactorily and efficiently be conducted by operating such lands as a single unit.

Indiana Code Section 14-37-9-1(a) and 312 IAC 29-19-1 of the Indiana Administrative Code and authorizes the owners of separately owned tracts of land to validly agree to integrate their interests to develop their interests in land as a drilling unit or to unitize the production for purposes of conducting secondary, tertiary, other enhanced recovery methods, or for shared facilities among tracts;

WHEREAS, 312 IAC 29-2-95 of the Indiana Administrative Code defines "owner" as the person who has the right to drill into and produce from a pool, and to appropriate the oil and gas produced from the pool for (1) the person or others; or (2) the person and others; and

WHEREAS, to promote the conservation of oil, gas, and unitized substances, to prevent waste, to insure the greatest ultimate recovery of unitized substances, and to insure to each and every party interested in the Unit his/her/its fair and equitable share of unitized substance produced under and by virtue of the terms of this agreement, it is deemed necessary and desirable to unitize the lands, oil and gas leases, formations and substances hereinafter described for secondary recovery operations.

NOW, THEREFORE, in consideration of the anticipated benefits to be gained by pooling and unit operation as hereinafter provided, the receipt and sufficiency of which is hereby acknowledged, the undersigned owners of the Unit hereto agree as follows:

1. CREATION OF UNIT

The real estate, mineral estate and leasehold estates hereinafter described as the Unit shall be operated for the production of oil and gas in all respects as if the entire Unit were covered by a single oil and gas lease, and operations on any part of the Unit shall be considered as for the benefit of all parties thereof; without regard to the division or differences of ownership thereof or therein, and without liability by reason thereof.

That clause in any lease or leases covering any part of the Unit which provides, in substance, that if the leased premises were or are owned in severalty, the premises nevertheless should be developed and operated as one lease and that royalty should be apportioned upon an acreage basis shall be inoperative, as between the lands covered by said lease lying outside the Unit and the lands covered by said lease lying within the Unit, so that the Owners of mineral

interests only under lands outside the Unit shall not participate in production from the Unit, and Owners of mineral interests only under lands lying in the Unit shall not participate in production from lands outside the Unit.

2. UNIT AREA AND UNITIZED FORMATION

The Unit shall consist of and cover the lands and leases situated in Spencer County, Indiana, including all mineral estates and leasehold estates therein, which lands and leases are described in "Exhibit A," "Exhibit B," and "Exhibit C," attached hereto and made a part hereof by this reference. Exhibit A consists of a plat of the unitized area. Exhibit B consists of lease and tract descriptions. Exhibit C consists of tract participation factor percentages. .

The Unitized Formation is that portion of the Aux Vases Lime formation, as located between a depth of 1470' and 1625' subsea in the electric log of the that certain well known as the Schulte #1 (Permit Number 45991) as said formation underlies the Unit properties outlined on the plat attached hereto and marked "Exhibit A".

The Unit shall also include any and all oil-bearing subsurface formations and horizons, as well as, all non oil-bearing subsurface formations, horizons or aquifers which are water bearing or which are suitable for water disposal within the limits of the line outlining the land shown on the plat marked "Exhibit A".

3. POWER TO UNIT OPERATOR

The unit operator is hereby designated as Countrymark Energy Resources, LLC, an Indiana limited liability company. The unit operator shall be authorized to use any wells now existing or hereinafter drilled on any part of the lands within the Unit, in its discretion, and without liability for damage other than to growing crops, timber, fences, improvements and structures, for the production of oil and gas, or either of them, the production of water for use in connection with

operations hereunder, or the injection of water or other substances. Said unit operator shall have the right to inject fresh water and/or salt water from any source or formation produced on or off the Unit; and said unit operator is hereby granted such easements and powers as may be necessary or desirable for the purposes of effecting such production or injection. Said unit operator shall have no liability by reason of the possible migration of oil and gas from the Unit, or any part thereof, by reason of the exercise of the rights herein granted.

4. PARTICIPATION

Allocation of production from the Unit shall be computed according to the tracts and the leases covering said tracts as described and set forth in Exhibit B and in the proportions specified therein. The portion allocated to each lease shall be considered to be the total production obtained from said lease for all purposes, and each of the undersigned hereby agrees to accept payment for royalty, overriding royalty, or working interest, as the case may be, so computed in full satisfaction for all rights to such payments with respect to production from the Unit accruing to him/her/it under the terms of any lease described in Exhibit B.

5. EFFECTIVE DATE

The effective date of participation in the Unit shall be the date this agreement is filed in the Office of the Recorder of Spencer County, Indiana, or the date declared by the unit operator in a memorandum of this agreement.

6. CHANGES IN UNIT

Notwithstanding any provisions to the contrary herein, it is agreed that the Working Interest Owner shall have the right, by written notice filed in the Office of the Recorder of Spencer County, Indiana, to re-define the area of the Unit by reducing or enlarging the same, but changes in

participation factors specified in Exhibit B shall be made proportionately using the same acreage formula as was used to determine the original participation factors.

7. TERM

This agreement shall become effective and binding on the date of the execution hereof, whether or not this agreement shall have been executed by any other party and shall remain in effect as long as oil or gas is produced from any part of the Unit or reworking or other operations are prosecuted without cessation for more than one (1) year unless sooner terminated by agreement of the Working Interest Owner.

8. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall be considered as an original instrument as if all parties to the aggregate counterparts had signed the same instrument. The unit operator shall not be required to execute more than one recorded counterpart, and if unit operator shall also record a memorandum stating the names of all parties by whom all executed counterparts have been executed, the recording of such counterpart and such memorandum shall for all purposes be equivalent to the recording of all executed counterparts.

9. RATIFICATION OF LEASES

The undersigned hereby ratify the Oil and Gas Leases described in Exhibit C attached hereto as the same are hereby altered and amended and agree that the same shall continue in effect as to all lands covered in such leases for so long as this agreement remains in effect and should this agreement terminate then as to each individual lease so long thereafter as oil or gas is produced from any of the lands covered thereby or operations for production are continued. In the event any of the Oil and Gas Leases described on Exhibit C have lapsed due to non-production or otherwise, the undersigned royalty owners of the Oil and Gas Leases hereby lease the lands of said Oil and

Gas Leases upon the same terms as provided in the said leases, naming the working interest owners of said Oil and Gas Leases as the lessees of said leases in the proportion of their interests in the former leases.

10. DIVISION ORDERS

The parties hereto hereby modify and amend the existing Division Orders and Transfer Orders covering the leases described in Exhibits A, B and C, hereto which are in force at the said effective date, to the extent necessary to provide for the purchase thereunder of the oil and gas allocated to each such lease in lieu of the purchase of the oil and gas actually produced therefrom, and agree to indemnify the purchasers of such oil and hold them harmless in the issuance of payment from and after said effective date in accordance with the provisions of this agreement, without the necessity of issuance of new Division Orders or Transfer Orders.

11. RECORDING OF MEMORANDUM

The parties to this Unit Agreement hereby empower Countrymark Energy Resources, LLC, to record a memorandum on behalf of all parties in the Office of the Recorder of Spencer County, Indiana which recites that the various leases hereunder have been unitized as indicated herein.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals on the date opposite their names.

[Remainder of page intentionally blank]

ROYALTY OWNER:

Dated: _____

Signature: _____

Name:

Gertrude E. Bingle

Address:

R 1

Rockport, IN 47635-9801

STATE OF _____)

) SS:

COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Gertrude E. Bingle, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this ____ day of _____, 2018.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

NOTARY PUBLIC (print name)

OVERRIDING ROYALTY OWNER:



Dated: 11-28-18

Signature:

Name:

Leonard W. Worth

Address:

6360 Karns Grove Rd.
Philpot, KY 42366

STATE OF Ky)

) SS:

COUNTY OF Daviess)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Leonard W. Worth, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered this said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 28th day of Nov., 2018.

County of Residence: Daviess
My Comm. Expires: 11-20-2020

Betty O McDaniel
NOTARY PUBLIC (sign name)

Betty O McDaniel
NOTARY PUBLIC (print name)

567550

OVERRIDING ROYALTY OWNER:

Dated: 1/3/2019

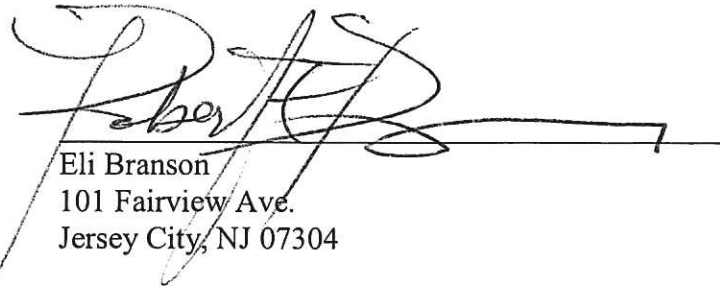
Signature: _____

Name:

Eli Branson

Address:

101 Fairview Ave.
Jersey City, NJ 07304



STATE OF N.J.)

) SS:

COUNTY OF Hudson)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Eli Branson, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered this said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 3 day of 1, 2018.

Orlando Velez
NOTARY PUBLIC (sign name)

County of Residence: Hudson
My Comm. Expires: 12-23-18

Orlando Velez
NOTARY PUBLIC (print name)



ROYALTY OWNER:

Dated: 4-12-19

Signature: Paul R. Schulte
Name: Paul R. Schulte
Address: 4100 N. Silverdale Rd.
Rockport, IN 47635

STATE OF Indiana)
) SS:
COUNTY OF Spencer)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Paul R. Schulte, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 12 day of April, 201⁹.

Dorothea J. Whelan
NOTARY PUBLIC (print name)

Dorothea J. Whelan
NOTARY PUBLIC (print name)

County of Residence: Spencer
My Comm. Expires: 3/9/2024
Commission Number 681574

ROYALTY OWNER:

Dated: _____

Signature: _____

Name: August P. Schulte

Address: 4100 N. Silverdale Rd.
Rockport, IN 47635-9294

STATE OF _____)

) SS:

COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that August P. Schulte, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this ____ day of _____, 2018.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

NOTARY PUBLIC (print name)

ROYALTY OWNER:

Dated: _____

Signature: _____

Name:

Shannon Tolbert

Address:

2421 Newberry Ln.

Mount Juliet, TN 37122

STATE OF _____)

) SS:

COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Shannon Tolbert, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this ____ day of _____, 2018.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

NOTARY PUBLIC (print name)

ROYALTY OWNER:

Dated: _____

Signature: _____

Name:

Mark Bradfield

Address:

RR 2 Box 2545

Sedgewickville, MO 63781

STATE OF _____)

) SS:

COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Mark Bradfield, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this ____ day of _____, 2018.

NOTARY PUBLIC (sign name)

County of Residence: _____

My Comm. Expires: _____

NOTARY PUBLIC (print name)

ROYALTY OWNER:

VOGEL SEED FARM, INC.

Dated: 8-9-2019 By: Jeff Vogel
Name/Title President
Address: Route #1, Box 403 4560 N. 200 West
Rockport, IN 47635

STATE OF Indiana)
) SS:
COUNTY OF Spencer)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Jeff Vogel, personally known to me to hold the position of President of VOGEL SEED FARM, INC., and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered this said instrument as his free and voluntary act for the uses and purposes therein set forth, pursuant to authority given by the bylaws of said entity.

Given under my hand and seal this 9th day of August, ~~2018~~ 2019

Christina M Hardin
NOTARY PUBLIC (sign name)

County of Residence: Spencer
My Comm. Expires: 11/9/27

Christina M Hardin
NOTARY PUBLIC (print name)

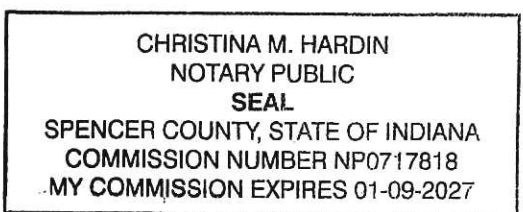


EXHIBIT A PLAT OF UNIT

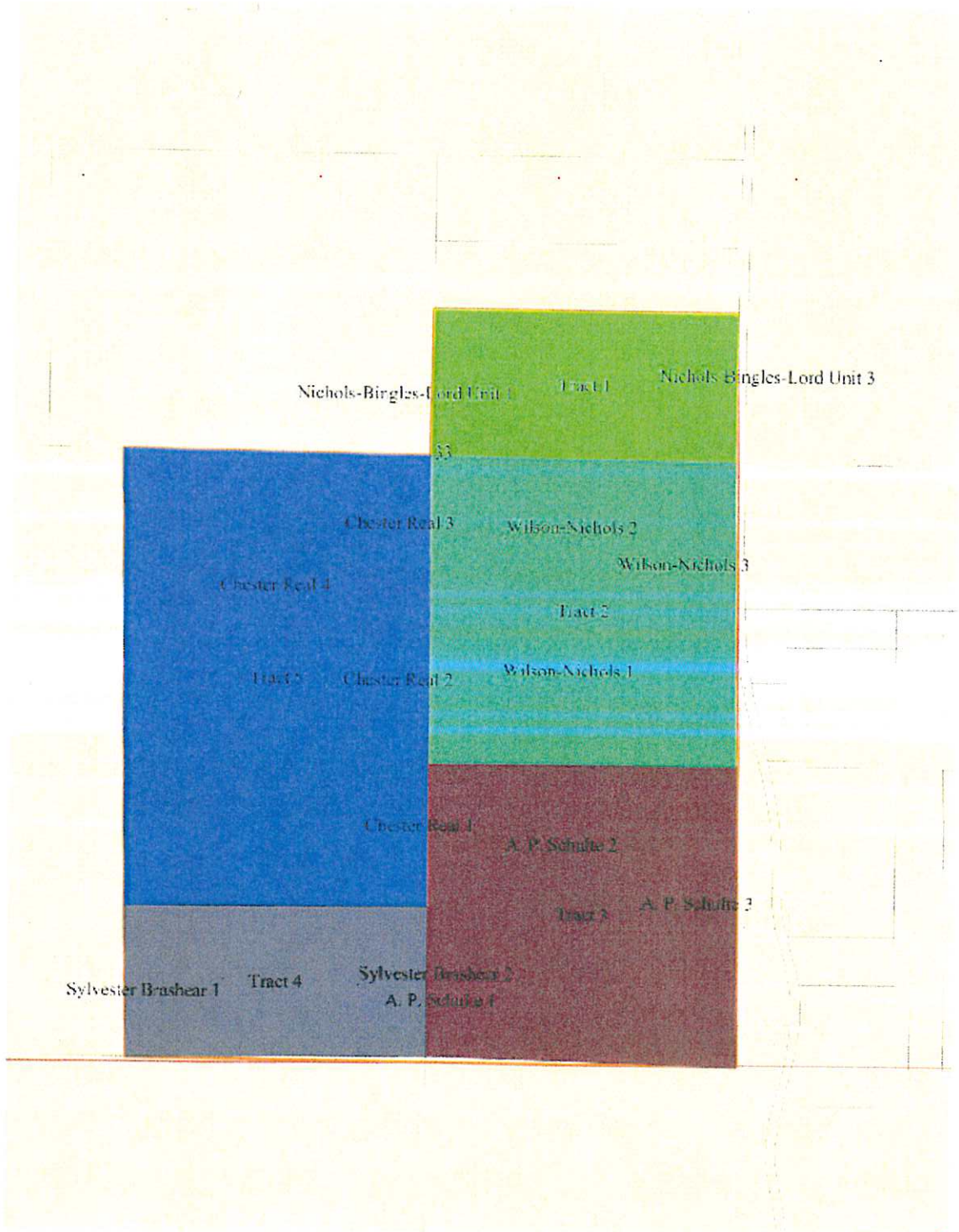


EXHIBIT B

LEASES AND TRACT DESCRIPTIONS

Oil and Gas Leases:

- | | | |
|----|-----------------|--|
| A. | Dated: | October 22, 1984 |
| | Recorded: | October 26, 1984 |
| | Recording Info: | Lease Record Book 53, Page 472 |
| | Lessor(s): | James A. Nichols and Lorraine A. Nichols |
| | Lessee: | Hercules Petroleum Company, Inc. |
| B. | Dated: | December 29, 2015 |
| | Recorded: | N/A |
| | Recording Info: | N/A |
| | Lessor(s): | John Ray Goodman and Billie Jean Goodman, his wife |
| | Lessee: | CountryMark Energy Resources, LLC |
| C. | Dated: | October 8, 1984 |
| | Recorded: | October 11, 1984 |
| | Recording Info: | Lease Record Book 53, Page 414 |
| | Lessor(s): | Jennie Catherine Wilson and Raymond E. Wilson, h/w |
| | Lessee: | Hercules Petroleum Company, Inc. |
| D. | Dated: | June 8, 1984 |
| | Recorded: | June 12, 1984 |
| | Recording Info: | Lease Record Book 52, Page 734 |
| | Lessor(s): | A.P. Schulte, Jr. |
| | Lessee: | Hercules Petroleum Company, Inc. |
| E. | Dated: | September 14, 1984 |
| | Recorded: | June 12, 1984 |
| | Recording Info: | Lease Record Book 53, Page 335 |
| | Lessor(s): | Sylvester T. Brashear and Harriet E. Brashear |
| | Lessee: | Hercules Petroleum Company, Inc. |
| F. | Dated: | January 21, 2016 |
| | Recorded: | January 29, 2018 |
| | Recording Info: | Instrument 2018R-00278 |
| | Lessor(s): | Vogel Seed Farm, Inc. |
| | Lessee: | CountryMark Energy Resources, LLC |

UNIT DESCRIPTION

The South Half (S/2) of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4), the East Half (E/2) of the Southwest Quarter (SW/4) and the West Half (W/2) of the Southeast Quarter (SE/4), all in Section 33, Township 6 South, Range 6 West, Spencer County, Indiana.

Tract 1:

Lease Name: Nichols-Bingle-Lord Unit #1

CountryMark Lease No.: 0041408

Tract Description: THE SOUTH HALF (S/2) OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 6 WEST, SPENCER COUNTY, INDIANA, AND CONTAINING 20 ACRES, MORE OR LESS.

Oil and Gas Leases: A & B

Tract 2:

Lease Name: Wilson Nichols Unit #1

CountryMark Lease No.: 0041375

Tract Description: THE NORTHWEST QUARTER (NW/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 6 WEST, SPENCER COUNTY, INDIANA, CONTAINING 40 ACRES, MORE OR LESS.

Oil and Gas Leases: A & C

Tract 3:

Lease Name: A. P. Schulte #1

CountryMark Lease No.: 0041373

Tract Description: THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 6 WEST, SPENCER COUNTY, INDIANA, CONTAINING 40 ACRES, MORE OR LESS.

Oil and Gas Leases: D

Tract 4:

Lease Name: Sylvester Brashear

CountryMark Lease No.: 0041316

Tract Description: THE SOUTH HALF (S/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 6 WEST, SPENCER COUNTY, INDIANA, CONTAINING 20 ACRES, MORE OR LESS.

Oil and Gas Leases: E

Tract 5:

Lease Name: Chester Real

CountryMark Lease No.: 0041360

Tract Description: THE NORTHEAST QUARTER (NE/4) OF THE SOUTHWEST QUARTER (SW/4); ALSO 10 ACRES OFF THE NORTH END OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4); ALSO 3 ACRES OFF THE WEST END OF THE SOUTH HALF (S/2) OF THE NORTH HALF (N/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4); ALSO 2 ACRES OFF THE EAST END OF THE WEST HALF (W/2) OF THE SOUTH HALF (S/2) OF THE NORTH HALF (N/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4); ALSO THE EAST HALF (E/2) OF THE SOUTH HALF (S/2) OF THE NORTH HALF (N/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4), CONTAINING 5 ACRES, MORE OR LESS, ALL IN SECTION 33, TOWNSHIP 6 SOUTH, RANGE 6 WEST, SPENCER COUNTY, INDIANA, CONTAINING 60 ACRES, MORE OR LESS.

Oil and Gas Leases: F

EXHIBIT F
ATTEMPT TO CONTACT PARTIES

Gertrude E. Bingle

Letters to last known address dated
November 13, 2018 and January 23, 2019.
No response received.

John Branson
12 Valley St., Apt. 215
Everett, MA 02149

Letters to last known address dated
November 13, 2018 and January 23, 2019.
No response received.

Julie Bumpus
2566 County Road 231
Cape Girardeau, MO 63701

Letters to last known address dated
November 13, 2018 and January 23, 2019.
No response received.

Shannon Tolbert
2421 Newberry Ln.
Mount Juliet, TN 37122

Letters to last known address dated
November 13, 2018 and January 23, 2019.
No response received.

Mark Bradfield
RR 2 Box 2545
Sedgewickville, MO 63781

Letters to last known address dated
November 13, 2018 and January 23, 2019.
No response received.

Eugene Brashear
Address Unknown

Unable to locate address.

Faye Tobaben
Address Unknown

Unable to locate address.

EXHIBIT G
TRACT PARTICIPATION FACTORS

Parameter		Surface Acreage	Usable Wells	Cum. Production	Current Production	Pore Volume	Pore Vol. Recovery
Parameter Wt.		0%	0%	15%	35%	25%	25%
Inputs for Participation Factors	Lease	20	2	2	0	22.85	9%
		40	3	63.5	2.1	169.66	37%
		40	3	23	1.9	150.54	15%
		20	2	26	3.3	104.46	25%
		60	2	3.5	0	145.48	2%
Total		180	12	118	7.3	592.99	89%
Participation Factors	Lease	0%	0%	0%	0%	1%	2%
		0%	0%	8%	10%	7%	11%
		0%	0%	3%	9%	6%	4%
		0%	0%	3%	16%	4%	7%
		0%	0%	0%	0%	6%	1%
Participation Factor							3.68%
							35.84%
							22.68%
							30.54%
							7.26%