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

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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:

Name:	Percent of Interest:
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 that 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 _______ day of August, 2019.

COUNTRYMARK ENERGY RESOURCES, LLC

Director of Land and Regulatory

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

William Q. 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 21 day of August

My Comm. Expires:

County Residence: 1

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

SUSAN M FRALICK Notary Public, State of Indiana
Vanderburgh County
Commission # 648941 My Commission Expires November 07, 2021

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

Recorded: January 29, 2018

Recording Info: Instrument 2018R-00278

Lessor(s): Vogel Seed Farm, Inc.

Lessor(s): Vogel Seed Farm, Inc.
Lessee: CountryMark Energy Resources, LLC

To unity stant Energy Resources, Elec

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

FORM 15 INDIANA (SIG)
HPA: TWC PART CARB.
Hardin-Graybill Printers, Inc.
Owensboro, Kentucky 42301

OIL AND GAS LEASE Indiana Form

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STATE OF Indiana SS.	ACKNOWLEDGEMENT
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I,a Notary Pu	blic, in and for said County, in the State, aforesaid, do hereby certify that
James A. Nichols and Lorrai	ne. A. Nichols, husband and wife,
	subscribed to the foregoing
**************************************	ne
instrument, appeared before me this day in person, and acknowledge 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 22ndday of	October
My commission expires	Marie H. Moon Notary Public.
STATE OF	Residing in Warrick Co. ACKNOWLEDGEMENT
l, , a Notary Po	ublic, in and for said County, in the State aforesaid, do hereby certify that
INSTRUMENT #	
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personally known to me to be the same person whose na	me
instrument, appeared before me this day in person, and acknow delivered to heard instrument according to the individual control and downer.	rledged thathesigned, sealed and leading the voluntary act for the uses and purposes therein set forth, including the
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) ss.	FORM FOR CORPORATION
I, , a Notary F	Public, in and for said County, in the State aforesaid, do hereby certify that
, to me personally known a	s the president (or other officer) of the foregoing instrument, appeared before me this day in person and
and also knowledged this signing, sealing and delivering the said instru	ment as the free and voluntary act of said
(name of corporation).	, for the consideration and purposes therein set forth, and that he was
IN WITNESS WHEREOF, I have set my hand and seal hereto this	
My commission expires	Notary Public.
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OIL AND GAS LEASE (Paid Up)

THIS AGREEMENT, made and entered into this 20 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 to the point of sale, and (d) compressing gas

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
- 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:

Billie Jean Dodman

LESSEE:

Countrymark Energy Resources, LLC

Director of Land and Regulatory

ACKNOWLEDGEMENTS

Individual Acknowledgement	
STATE OF Indiana)	
STATE OF Indiana) SS:	
person, and acknowledged that he/she signed, sealed and delivered therein set forth.	and for said County, in the State aforesaid, do hereby certify that <u>Johnny Ray</u> e name subscribed to the foregoing instrument, appeared before me this day in d the said instrument as his/her free and voluntary act for the uses and purposes
Given under my hand and Seal, this 291 day of Dec	ember, 20 15.
My Commission Expires:	Notary Public Notary Public
	County of Residence
STATE OF <u>Indiana</u>) SS:	HEIDI F. GREENE Spencer County My Commission Expires January1, 2023
person, and acknowledged that he/she signed, sealed and delivered therein set forth.	and for said County, in the State aforesaid, do hereby certify that <u>Billie Jean</u> name subscribed to the foregoing instrument, appeared before me this day in the said instrument as his/her free and voluntary act for the uses and purposes
Given under my hand and Seal, this 29th day of Dece	ember , 20 <u>15</u> .
My Commission Expires:	Notary Public County of Residence Office
	HEIDI F. GREENE
Corporate Acknowledgement	NOTARY Spencer County SEAL My Commission Expires
STATE OF	January1, 2023
COUNTY OFVANDERBURGH)	
I, Susan M Fral Cha Notary Public, in an	nd for said County, in the State aforesaid, do hereby certify that Kathy Lloyd of
Countrymark Energy Resources, LLC to me personally known as the also known to me to be the same person whose name is affixed to the	e <u>Director of Land and Regulatory</u> of <u>Countrymark Energy Resources, LLC.</u> and e foregoing instrument, appeared before me this day in person and acknowledged
her signing, sealing and delivering the said instrument as the free and forth, and that she was duly authorized to execute the same by the bo	d voluntary act of said corporation, for the consideration and purposes therein set
Given under my hand and Seal, this State day of Fell	Cua cua con //
Given under my hand and sear, this day of	2016.
My Commission Expires:	Notary Public
SUSAN M FRALICK Notary Public, State of Indiana Vanderburgh County Commission # 648941 My Commission Expires November 07, 2021	County of Residence Vandy blugh

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 1512 College Drive Owensboro, KY 42301

Such c. Gardis

FORM 15 INDIANA (SIG)
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Hardin-Graybill Printers, Inc.
Owenshore, Kenturky 42301
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OIL AND GAS LEASE Indiana Form



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delivered the sald instrument as the 1 free and voluntary act for the uses and purposes therein set for release and waiver of the right of homestead and dower. Given under my hand and Seal, this 8th day of October 1978 Marxle H. Moon Restding in Narrick Co Marxle H. Moon Restding in Narrick Co ACKNOWLEDGEMENT ACKNOWLEDGEMENT ACKNOWLEDGEMENT	/·····································
Spencer: COUNTY. Barrie RL. Moon. a Notary Public, in and for said County, in the State aforesaid, do. Jennie, Cathertine, Wilson, and Raymond, E., Xilson, thusband, and wife. Jennie, Cathertine, Wilson, and Raymond, E., Xilson, thusband, and wife. Jennie, Cathertine, Wilson, and Raymond, E., Xilson, thusband, and wife. Jennie, Cathertine, Wilson, and Raymond, E., Xilson, thusband, and wife. Jennie, Cathertine, Wilson, and Raymond, E., Xilson, thusband, and wife. Jenses and walver of the field of homested and dower. Given under my hand and Saal, this. Ath. Acknowledged that. Acknowledged that Warrick Co. Acknowledged that Warrick Co. Acknowledged that Warrick Co. Jenses and walver of the right of the membrand and dower. I till lichopping the field of the membrand and dower. Jenses and walver of the right of the homested and dower. Jenses and walver of the right of the homested and dower. Jenses and walver of the right of the homested and dower. Jenses and walver of the right of the homested and dower. Jenses and walver of the right of the homested and dower. Jenses and walver of the right of the homested and dower. Jenses and walver of the right of the homested and dower. Jenses and walver of the right of the homested and dower. Jenses and walver of the right of the homested and dower. Jenses and walver of the right of the homested and dower. Jenses and walver of the right of the homested and dower. Jenses and walver of the right of the homested and dower. Jenses and walver of the right of the homested and dower. Jenses and walver of the right of the homested and dower. Jenses and walver of the right of the homested and dower. Jenses and walver of the right of the homested and dower. Jenses and walver of the right of the homested and dower. Jenses and walver of the right of the homested and the walver of the right of the homested and the walver of the right of the homested and the right of the walver of the right of the homested and the right of the walver of the right of the hom	/·····································
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FORM S INDIANA (SIG)
HPA: TWO PART CARB.
Hardin-Graybill Printers, Inc.
Owensboro, Kenlucky 42301

O'L AND GAS LEASE

Hardin-Graybill Printers, Inc. Owensboro, Kenlucky 42301 PRODUCERS 88 SP. T.O.P. REV.	4. 1,0,000	Indiana Fo	orm	te e e e e e e e e e e e e e e e e e e	
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arty of the first part, hereinalter called lesson	(whether one or more) and 2205	ACQUISITIONS CALHOUN ROAL		es Petroleum Co	. The
, o by . r. have a	- OW	ENSBORO, KY 42:	301	party of the second	part, hereinalter called lessee.
WITNESSETH, that the lessor, for and inchrowledged, and of the covenants and agrissigns, the land herienafter described, will assoline, and the exclusive right of injecting ants, ponds and roadways and lixtures for consincial operation alone or conjointly with and the injecting of water, brine and other fluing the injecting of water, brine and other fluing and	eements hereinalter contained, has gra h the exclusive right for the purpose of water, brine and other fluids into subsu producing, treating and caring for su neighboring land, on sald land for the p	I mining, exploring by geophysical a vrlace strata, with rights of way and o ch products and housing and board production of oil, gas, casing-head g	and other methods, and operating tasements for laying pipe lines, telling many and all other in the case of the ca	ien leace and let exclusively unto the	he receipt of which is hereby said lessee, its successors and casing-head gas, casing-head wer houses, stations, gasoline cident to, or convenient for the save and take care of products.
11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	County of	Spencer		State of Indiane	described as follows, to wit:
The SW/4 of	The SE/4	of Section 3	3 Township	6. South Rang	e 6- West,
Also a gant	- C - L - S F	V4 af = = <	EVu 1 Sec	22 Tamelia	Sau-1 0 -
6 WEST, desc	ribed as follow SE 14 of 50	Js: Beginning	22 3/3 rads N.	of the SW cor	ver of the Thence En
14 rods , Thene p	e North 11/3 lace of begin	rods; Thence	e West 14 re	more or less.	11 /3
		es som a la marter	radio	Other Section of the Company of	44.5 (Mg
3			n 155.	curtification in the second	energy to
section33	- TOPHISHIP	u Th s to or appurtenant to said described	Range 6 - 6 lands owned or claimed by lessor.	JEST For rental payment purposes said lease	d lands shall be deemed to con-
in	acres. force for a term of QNE years from alter provided, or operations are continuous or wells so used and the ten acres contents and agrees: of cost, in the pipe line to which lessee and reprize for oil of like grade and gree the prize to whether the well for the gas so used,	this date and as long thereafter as o ued for the injection of water, brine a nitiguous thereto. may connect his wells, the equal one ravity prevailing on the day such lor the gas from each well where gas	il, gas, casing-head gas, casing-h nd other fluids into subsurface stra eighth part of all oil produced and is run into the pipe line or into st only is lound, while the same is b	ead gasoline or any of them is produce ta. Provided, however, that for injection is aved from the leased premises, or at orage tanks:	d from said leased premises or n purposes (his lease shall con- the lessee's oplion, may pay to
ich well för äll stoves and inside lights in 3rd. To pay lessor för gas produced from nall be used, said payments to be made m If no well be commenced on said land on or	the principal dwelling house on said la any oil well and used off the premises o onthly.	and during the same time by making or for the manufacture of casing-hea	his own connections with the we d gas, one-eighth, at the market p	ells at his own risk and expense.	he time during which such gas
the leason's credit in the	1/1		1/0	<u> </u>	······································
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rither delerred for like periods of the same Should the lists well drilled on the above d as been paid this lease shall terminate, as ovided. And it is agreed that upon c sump ough there had been no interruption in the It said tessor owns a less interest in the ab arts to the whole and undivided is Lessee shall have the right to use, free of When requested by the lessor, lessee sha	escribed land be a dry hole, then, and i o both parties, unless the lessee on or I lign of the payment of rentals, as above e rental payments. ove described land than the entire and of I cost, gas, oil and water produced on	in that event, il a second well is not o before the expiration of said twelver e provided, that the last preceding p undivided lee simple estate therein, I said land for its operation thereon,	ommenced on said land within twe norths shall resume the payment o aragraph hereot, governing the pa hen the royalties and rentals herei	Ive months from the expiration of the la f rentals in the same amount and in the syment of rentals and the effect thereof a provided shall be paid the lessor only	st rental period for which rental same manner as herein before , shall continue in force just as
No well shall be drilled nearer than 200 for Lessee shall pay for the damage caused to Lessee shall have the right at any time to	eet to the house or barn on said premis by its operation to growing crops on sa	ises, without the written consent of aid lands.			TOTTALE.
If the lessee shall commence to drill a well	within the term of this lease or any exter lease shall continue and be in force w led, and the privilege of assigning in wh ament of rental or covalines shall be bind	nsion thereol, the lessee shall have the vith like effect as if such well had be thole or in part is expressly allowed, to ling on the lessee until after the lesse	e right to drill such well to complet en completed within the term of the covenants hereof shall extend to the bas been furnished with a writter	ion with reasonable diligence and dispa years herein, first mentioned. In their heirs, executors, administrators,	tch, and if oil and gas, or either successors or assigns, but no
em, such default shall not operate to defe- if the leased premises are now, or shall he nentirety and shall be divided among, and p or or more non-abulting tracts this paragraj perating the consolidated tract as one lease	at or affect this lease in so far as it con reafter be, owned in severality or in sep paid to such separate owners in the prop ph shall apply separately to each such	wers a part or parts of said lands wi parate tracts, the premises neverthele portion that the acreage owned by eac non-abulting tract and further proving	nich the said lessee or any assign ess shall be developed and operate th separate owner bears to the enti	ee thereof shall make due payment of d as one lease, and all royalties accruin to leased acreage: Provided however, it	said rental. g hereunder shall be treated as the leased premises consist of
If at any time there be as many as four part on agent to receive all payments due here: Lessee is hereby given the right and power advisable to do so in order properly to deve	ies enlitled to rentals or royalties, lesseu under, and to execute division and tran to pool or combine the acreage covered the and operate said premises in compli-	e may withhold payments therool uninster orders on behalf of said parties by this lease or any portion thereof with the spacing rules of any later.	s and their respective successors ith other land, lease or leases in the what subports, or when to do so we	in title. s immediate vicinity thereof, when in less and in the judgment of the lesses, are	ssee's judgment it is necessary
d gas in and under and that may be produce g may be in a unit or units not exceeding 32 ses except the payment of royalties on proselt or wells be located on the premises cover e amount of his acreage placed in the unit of yre than one well to each such utilized trai	ed from said premises. In connection wi O acres each. Lessee shall execute in wi duction from the pooled unit, as if it wer red by this lease or not. In lieu of the roy or his royalty interest therein bears to th	ith the production of oil such pooling triting an instrument identifying and di re included in this lease. If productio yalties elsewhere herein specified, let le total acreage so pooled in the parti-	may be in a unit or units not exced escribing the pooled acreage. The n is found on the pooled acreage, sor shall receive on production fro	ing 50 acres each. In connection with the entire acreage so pooled into a tract or c it shall be treated; as it production is his m a unit so pooled only such portion of	he production of gas such pool- init shall be treated, for all pur- ind from this lease, whether the the royally stipulated herein as
In the event yas is discovered on the lease operation or operation on said tands sufficie is actually being produced within the right of the payment shall be paid or tende rein provided. The shut-in gas payments credited against such advance payment.	nf to keep this agreement in full force a ms and conditions of this oil and gas lea red to the LESSOR or to the depository t	ind ellect, the LESSEE may pay as ro ise. Such payment shall be made ann bank to be specified by the LESSOR.	yalty Fifly Dollars (\$50.00) per ye; ually in advance, within ninety (90 No rental shall accrue as to the le	ir for each shul-in gas well, and such p) days following the completion of the v ased premises during any period cover	payment will be considered as if well or the cessation of a market and by a shul-in gas payment as
Lessor hereby warrants and agrees to dele scribed lands, in the event of default of pay lounts of money which may become due li The undersigned lessors, for themselves a mestead may in any way allect the purpos	yment hy lessor, and be subrogated to t he lessor under the terms of this lease and their heirs, successors and assign	the rights of the holder hereof and lests. Ins., hereby surrender and release all	sor hereby agrees that any such p	ayments made by the lessee for the les	sor shall be deducted from any
Should the depository bank hereafter close to the lessor at last known post office add I is agreed that the lessee shall have the rig his lessee shall pay to lessor an annual ren All express or implied covenants of this lear	without a nuccessor, lessee or his assig dress. ! ght to store gas and recover same in any lat of One Hundred Dollars (\$100.00) pe	ons may deposit rentals in any Nation y stratum underlying the premises. O y well per year commencing with the	d wells may be reopened and new date storage operations start and c	wells drilled for said storage purposes.	As full consideration for these storage operations are utilized.
nor lessee held liable for any failure to Lessee agrees 7- po	perform thereunder il such lailure is d	lue or is the result of any such law.	order, rule or regulation. - The first wel	I drilled on lesson	
for advance land	danage Lesice	agrees To pay	five hundred d	ollers for my s	. 0
roperty damaged by	lessee's operation	is Lessee agrees 75	repair land, as	Near as possible, to	original contin
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STATE OF
personally known to me to be the same person. whose name. subscribed to the foregoin instrument, appeared before me this day in person, and acknowledged that he said instrument as free and voluntary act for the uses and purposes therein set that is including the release and waiver of the right of homestead and dower. Given under my hand and Seal, this day of JUNE. STATE OF SS. ACKNOWLEDGEMENT I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify the personally known to me to be the same person, and acknowledged that he 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 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
personally known to me to be the same person. whose name. subscribed to the foregoin instrument, appeared before me this day in person, and acknowledged that he said instrument as. 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. Aday of TUNE. My commission expires S. 1988 ACKNOWLEDGEMENT I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify the personally known to me to be the same person. whose name. subscribed to the foregoin 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
personally known to me to be the same person. whose name. subscribed to the foregoin instrument, appeared before me this day in person, and acknowledged that he lisigned, sealed an delivered the said instrument as. h.s. free and voluntary act for the uses and purposes therein set terth, including the release and waiver of the right of homestead and dower. Given under my hand and Seal, this. day of My commission expires for the uses and purposes therein set terth, including the state of the right of homestead and dower. SS. ACKNOWLEDGEMENT I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify the personally known to me to be the same person, and acknowledged that 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.
personally known to me to be the same person. whose name
instrument, appeared before me this day in person, and acknowledged that
release and waiver of the right of homestead and dower. Given under my hand and Seal, this. My commission expires STATE OF COUNTY, I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify the personally known to me to be the same person. whose name subscribed to the foregoin instrument, appeared before me this day in person, and acknowledged that he sligned, 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.
Given under my hand and Seal, this. My commission expires 5, 1988
My commission expires 5, 1988 Mark Washingt (2 Notary Public) STATE OF 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 foregoin 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 SS. ACKNOWLEDGEMENT I,
I,
personally known to me to be the same person whose name subscribed to the foregoin 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.
personally known to me to be the same personwhose name
instrument, appeared before me this day in person, and acknowledged that
instrument, appeared before me this day in person, and acknowledged that
Given under my hand and Seal, this
Given under my hand and Seal, this
My commission expires
Notary Public.
1.5
STATE OF)
County of
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 personwhose namesubscribed to the foregoing
instrument, appeared before me this day in person and acknowledged thathehesigned the instrument byh mark and sealed and delivered same ash free and voluntary act for the uses and purposes therein set forth, said instrumen
having been read toh.,h. being a personunable to read or write.
IN WITNESS WHEREOF, I have hereunto set my hand and seal thisday of
My commission expires
Notary Public. County,
Her His X Mark
STATE OF) SS. FORM FOR CORPORATION
COUNTY,)
I,, a Notary Public, in and for said County, in the State aforesaid, do hereby certify tha
to me personally known as the president (or other officer) 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 thisday of
My commission expires
My commission expires Notary Public.
Notary Public. Notary Public. Notary Public. OIL AND Section. Towns No. of Acres O'Clock J. M., and o'
Notary Public. OIL AND G FRI Date Section Township. No. of Acres COUNTY OF This instrument was filled day of This instrument was filled and of the Andrew The Angle This instrument was filled and of the Angle This instrument was filled and the Angle This instrument was filled a
No. OIL AND GA Public. OIL AND GA FROM Notary Public. OIL AND GA FROM No. of Acres STATE OF, July O'clock J. M., and duly in Page J. J. of the Return to S. S. O. R. A. OVEN STATE OF, July O'clock J. M., and duly in Page J. J. of the Return to S. S. O. R. A. OVEN
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Notary Public. Notary Public. Notary Public. OIL AND Section. Towns No. of Acres O'Clock J. M., and o'

FORM .5 INDIANA (SIG) HPA: 1 WO PART CARB. Hardin-Graybill Printers, Inc. Owensb Tro, Kentucky 42301 PRODUCERS AS SECTION DE

OIL AND GAS LEASE

Owensbaro, Kentucky 42301 PRODUCERS 88 SP. T.O.P. REV.		indiana Form				
AGREEMENT made and entered into this		14	Sepren	lan	gaetr	7
by and between	Sylvester T.	Brashear	and Harrie	-FR	n chear	19 <u>.6</u>
	1731 DAVIESS S	Je terreli s	Cardinact C	in mode	enty:	7
	Owensborn K	7. 42301				
sarty of the first part, hereinafter called lessor (whet		ES PETROLEUM		t-	1 6 64 76	100
*		LHOUN ROAD	1.14	**)		
	OWENS				party of the second par	1, hereinafter called le
WITNESSETH. that the lessor, for and in con- knowledged, and of the covenants and agreemen ssigns, the land hereinalter described, with the asoline, and the exclusive right of injecting water, lants, ponds and roadways and fixtures for produ- conomical operation alone or conjointly with neighb and the injection of water, being and about this			DOLLARS (s_2,0,0 resents does grant, bemis methods, and operating to for laying pipe lines, telep- rees and any and all other	100	h lechand sold it.	
and the injecting of water, brine and other fluids into	subsurface strata. All that certain tract of	n of oil, gas; casing-head gas, casing- land situated in the Township of	head gasoline; and erection Ohio	on of structures ()	ereon to produce, save	and take care of prod
The South ha	If of the S.	E. 1/4 of the	5 11.14	State of $ eq$	IdiANA 0	described as follows, t
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If being intended hereby to include herein all lands	and interests therein contiguous to or app	ourtenant to said described lands owned	or claimed by lessor. For	rental payment p	urposes said leased lan	ds shall be deemed to
It is agreed that this lease shall remain in force for erations for drilling are continued as hereinalter pro ue in full force and effect only as to well or wells in consideration of the premises the said lessee o	r a term of <u>ONE</u> years from this date a ovided, or operations are continued for the so used and the ten acres contiguous th covenants and agrees:	and as long thereafter as oil, gas, casi, e injection of water, brine and other flui hereto:	ng-head gas, casing-head ds into subsurface strata.	gasoline or any o Provided, howeve	of them is produced fro er, that for injection pur	m said leased premis poses this lease shall
151. To deliver to the credit of lessor, Iree of cost, lessor for such one-eighth reyalt, the market product of the cost of th	rinal dwelling house on said land during	the came time by making us the	o, withe the same is being	used on the pren	nises, and lessor to hav	e gas free of cost from
all be used, said payments to be made monthly. If no well be commenced on said land on or before_ the lescer's credit in the	ONE year	from date hereof, this lease sh				
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NIA			WA	ries, unless the li	esses, on or before that	Out on an pay to or to
ther deterred for like periods of the same number	privilege of deterring the commencement of months successively. All payments or	of a well for twelve months from said di lenders may be made by check or drai	ate. In a like manner and it of lesses or any assigne	pon like payment	s or lenders the comme	ncemeni of a well may
with state uperate as a grant and cover the third reletered for this periods of the same number. Should the first well drilled on the above described sheen paid this lates shall terminate, as to both re- sume the state of the hough there had been no interruption in the retail p it said lessor owns a less interest in the above desc arts to the whole and undivided less. It is the Lessee shall have the right to use, free of cost, gr	privilege of deferring the commencement; of infonits successively. All payments or land be a dry hole, then, and in that even striles, unless the lessee on or before the the payment of rentals, as above provided, payments. Erribed land than the entire and undivided in asset of the land than the entire and undivided in asset of the land than the control of the land than the strile and than the strile and undivided in a second than the land than the control of the land than the strile and the	pol said land, the sum of of a well for twelve months from said di lenders may be made by cipick or drain, if a second well is not commenced on expiration of said twelve months shall in that the last preceding paragraph her complete the state of the said twelve months of the said twelve months of the said twelve months shall the last preceding paragraph her complete state therein; then the royal for its operation thereon, except water	ale. In a like manner and it of lesses or any assignent sald land within twelve resume the payment of tere ed., governing the payment titles and rentals herein pro-	upon like payment to the like payment to the like to the totals in the same to the same to the same	s or tenders the common or delivered on or befo expiration of the last ren amount and in the same	encement of a well may re the rental paying do tal period for which re- manner as herein bet continue in force just
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VICKI BRAUNS
SPENCER COUNTY RECORDER
ROCKPORT, IN
RECORDED ON

01/29/2018

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 Jah 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
- 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 forfciture 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 Lessec 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:

LESSEE: Countrymark Energy Resources, LLC

By: Kathy Lloyd

Director of Land and Regulatory

ACKNOWLEDGEMENTS

Individual Acknowledgement

STATE OF NOIDNA) SS:
I. Jerriann 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 My Commission Expires: My Commission Expires July 30, 2016 No any Public Terriann Burroughs My Commission Expires July 30, 2016 No any Public Terriann Burroughs
County of Residence Spencer
į.
Corporate Acknowledgement
STATE OF INDIANA)
): SS: COUNTY OFVANDERBURGH)
I. Susan 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 Scal, this 8 day of Floruary, 2016.
My Commission Expires: SUSAN M FRALICK Notary Public. State of Individing Public Vanderburgh County Vanderburgh Commission & Spire County November 07, 2021

EXHIBIT A

The South half of the North half of the SW¼ 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 SE¼ of the SW¼ 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 SE¼ of the SW¼ of Section 33, Township 6 South, Range 6 West; also the East half of the South half of the North half of the SE¼ of the SW¼ of said Section 33, Township 6 South, Range 6 West, containing 5 acres, more or less; also the SW¼ of the SW¼ of Section 33, Township 6 South, Range 6 West; also 10 acres off of the North end of the SE¼ of the SW¼ of section 33, Township 6 South, Range 6 West, and also the North half of the North half of the SW¼ of Section 33, Township 6 South, Range 6 West; containing one hundred forty (140) acres, more or less.

Prepared by:

Scott C. Gaddis 1512 College Drive

Owensboro, KY 42301

SueA c. Gaud is

EXHIBIT "B"

ADDENDUM TO OIL AND GAS LEASE

This Exhibit "B" is attached to the Oil and Gas Lease dated Jan. 2	
Farm, Inc., as Lessor, and Countrymark Energy Resources, LLC, as I	essee.

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

Vogel Seed Farm And, by Jeffrey Vogel

LESSEE

Countrymark Energy Resources, LLC, by

Kathy Lloyd,

Director of Land and Regulatory

STATE OF INDIANA

ם (

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 an	d Notarial Seal this / d	ay of VANVARY, 2016	9 1 ₹0
. My Commission Expires:	JERRIANN BURROUGHS Notary Public SEAL State of Indiana commission Expires July 30, 2016	Arcina Burrough A resident of Spencer	Notary Public County, IN.
07-30-16	_	YQ	
STATE OF Indiana)			
COUNTY OF Landerburge	SS:		
Before me, the undersigned Kathy Lloyd, hereinabove refeand Gas Lease to be her volunt	rred to as "Lessee," and ack	for said County and State, p nowledged execution of the	
WITNESS my hand an	d Notarial Seal this 8th	ay of <i>February</i> 2016.	
ADIA SEAL MINING	SUSAN M FRALICK Notary Public. State of Indiana Vanderburgh County Commission # 648941 My Commission Expires November 07, 2021	Swan M Lu	Notary Public
My Commission Expires:		A resident of Varyby	County, M.
11.7.21		,	

This instrument prepared by Bryan Rudisill (#15020-74), Wagoner, Ayer, Hargis & Rudisill, LLP, 104 S. Third Street, P.O. Box 166, Rockport, IN. 47635. (812) 649-9114.

EXHIBIT C PLAT OF PROPOSED UNIT



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	R1	ROCKPORT	<u> </u>	47635- 9801	æ	0.00000000	0.06250000
NICHOLS-BINGLE- LORD UNIT #1	122671	LAURA S BRANSON	2214 GREENBRIAR DR	HENDERSON	<u>≿</u>	42420- 3876	0	0.00000000	0.01367200
NICHOLS-BINGLE- LORD UNIT #1	160679	JOHNNY RAY GOODMAN & BILLIE JEAN GOODMAN	4432 N SILVERDALE RD	ROCKPORT	2	47635- 9291	ж	0.00000000	0.06250000
NICHOLS-BINGLE- LORD UNIT #1	164340	COUNTRYMARK ENERGY RESOURCES LLC	7116 EAGLE CREST BLVD STE C	EVANSVILLE	Z	47715- 8152	*	1.000000000	0.79296800
NICHOLS-BINGLE- LORD UNIT #1	286900	DENNIS GATTON	9143 RHOADS	MACEO	Κ	42355- 9707	0	0.00000000	0.01367200
NICHOLS-BINGLE- LORD UNIT #1	841293	DWIGHT VAUGHN C/O PHYLLIS VAUGHN AIF	114 BURTON CT	HARTFORD	Ž	42347- 1601	0	0.00000000	0.01367200
NICHOLS-BINGLE- LORD UNIT #1	911685	LEONARD W WORTH	6360 KARNS GROVE RD	PHILPOT	ξ	42366- 9303	0	0.00000000	0.02734400
NICHOLS-BINGLE- LORD UNIT #1	1001391	JOHN BRANSON	12 VALLEY STREET APT 215	EVERETT	MA	02149	0	0.00000000	0.00683600
NICHOLS-BINGLE- LORD UNIT #1	1001392	ELI BRANSON	101 FAIRVIEW AVE	JERSEY CITY	2	07304	0	0.00000000	0.00683600
WILSON-NICHOLS UNIT #1	122671	LAURA S BRANSON	2214 GREENBRIAR DR	HENDERSON	Ž	42420- 3876	о .	0.00000000	0.01367200
WILSON-NICHOLS UNIT #1	160679	JOHNNY RAY GOODMAN & BILLIE JEAN GOODMAN	4432 N SILVERDALE RD	ROCKPORT	2	47635- 9291	~	0.00000000	0.06250000
WILSON-NICHOLS UNIT #1	164340	COUNTRYMARK ENERGY RESOURCES LLC	7116 EAGLE CREST BLVD STE C	EVANSVILLE	2	47715- 8152	*	1.000000000	0.79296800
WILSON-NICHOLS UNIT #1	286900	DENNIS GATTON	9143 RHOADS	MACEO	KY	42355- 9707	0	0.00000000	0.01367200

WILSON-NICHOLS UNIT #1	841293	DWIGHT VAUGHN C/O PHYLLIS VAUGHN AIF	114 BURTON CT	HARTFORD	₹	42347- 1601	0	0.00000000	0.01367200
WILSON-NICHOLS UNIT #1	911685	LEONARD W WORTH	6360 KARNS GROVE RD	PHILPOT	Κ	42366- 9303	0	0.00000000	0.02734400
WILSON-NICHOLS UNIT #1	1001391	JOHN BRANSON	12 VALLEY STREET APT 215	EVERETT	MA	02149	0	0.00000000	0.00683600
WILSON-NICHOLS UNIT #1	1001392	ELI BRANSON	101 FAIRVIEW AVE	JERSEY CITY	2	07304	. 0	0.00000000	0.00683600
WILSON-NICHOLS UNIT #1	1002334	PAUL R SCHULTE	4100 N SILVERDALE RD	ROCKPORT	2	47635	œ	0.00000000	0.06250000
A P SCHULTE JR #1	122671	LAURA S BRANSON	2214 GREENBRIAR DR	HENDERSON	Σ	42420- 3876	0	0.00000000	0.01367200
A P SCHULTE JR #1	164340	COUNTRYMARK ENERGY RESOURCES LLC	7116 EAGLE CREST BLVD STE C	EVANSVILLE	<u> </u>	47715- 8152	3	1.00000000	0.79296800
A P SCHULTE JR #1	286900	DENNIS GATTON	9143 RHOADS	MACEO	ξ	42355- 9707	0	0.00000000	0.01367200
A P SCHULTE JR #1	841293	DWIGHT VAUGHN C/O PHYLLIS VAUGHN AIF	114 BURTON CT	HARTFORD	Κ	42347- 1601	0	0.00000000	0.01367200
A P SCHULTE JR #1	911685	LEONARD W WORTH	6360 KARNS GROVE RD	РНІГРОТ	₹	42366- 9303	0	0.00000000	0.02734400
A P SCHULTE JR #1	1001391	JOHN BRANSON	12 VALLEY STREET APT 215	EVERETT	MA	02149	0	0.00000000	0.00683600
A P SCHULTE JR #1	1001392	ELI BRANSON	101 FAIRVIEW AVE	JERSEY CITY	2	07304	0	0.00000000	0.00683600
A P SCHULTE JR #1	1002335	PAUL R SCHULTE	4100 N SILVERDALE RD	ROCKPORT	Z	47635	æ	0.00000000	0.12500000
SYLVESTER BRASHEAR #1	122671	LAURA S BRANSON	2214 GREENBRIAR DR	HENDERSON	¥	42420- 3876	0	0.00000000	0.01367200
SYLVESTER BRASHEAR #1	164340	COUNTRYMARK ENERGY RESOURCES LLC	7116 EAGLE CREST BLVD STE C	EVANSVILLE	Z	47715- 8152	. M	1.00000000	0.79296800

SYLVESTER BRASHEAR #1	171035	EUGENE BRASHEAR	ADDRESS UNKNOWN	ADDRESS UNKNOWN			œ	0.00000000	0.01562500
SYLVESTER BRASHEAR #1	171036	FAYE TOBABEN	ADDRESS UNKNOWN	ADDRESS UNKNOWN			æ	0.00000000	0.01562500
SYLVESTER BRASHEAR #1	171037	JULIE BUMPUS	2566 COUNTY ROAD 231	CAPE GIRARDEAU	MO	63701- 9542	. «	0.00000000	0.03125000
SYLVESTER BRASHEAR #1	171038	SHANNON TOLBERT	2421 NEWBERRY LN	MOUNT JULIET	Z F	37122- 7461	œ	0.00000000	0.03125001
SYLVESTER BRASHEAR #1	171039	MARK BRADFIELD	RR 2 BOX 2545	SEDGEWICKVILLE	MO	63781- 9711	œ	0.00000000	0.03124999
SYLVESTER BRASHEAR #1	286900	DENNIS GATTON	9143 RHOADS	MACEO	₹	42355- 9707	0	0.00000000	0.01367200
SYLVESTER BRASHEAR #1	841293	DWIGHT VAUGHN C/O PHYLLIS VAUGHN AIF	114 BURTON CT	HARTFORD	Σ	42347- 1601	0	0.00000000	0.01367200
SYLVESTER BRASHEAR #1	911685	LEONARD W WORTH	6360 KARNS GROVE RD	PHILPOT	₹	42366- 9303	0	0.000000000	0.02734400
SYLVESTER BRASHEAR #1	1001391	JOHN BRANSON	12 VALLEY STREET APT 215	EVERETT	MA	02149	0	0.00000000	0.00683600
SYLVESTER BRASHEAR #1	1001392	ELI BRANSON	101 FAIRVIEW AVE	JERSEY CITY	2	07304	. 0	0.00000000	0.00683600
CHESTER REAL	103479	VOGEL SEED FARM INC	ROUTE #1 BOX 403	ROCKPORT	Z	47635- 9801	æ	0.00000000	0.12500000
CHESTER REAL	122671	LAURA S BRANSON	2214 GREENBRIAR DR	HENDERSON	Σ	42420- 3876	0	0.00000000	0.01367200
CHESTER REAL	164340	COUNTRYMARK ENERGY RESOURCES LLC	7116 EAGLE CREST BLVD STE C	EVANSVILLE	Z	47715- 8152	3	1.00000000	0.79296800
CHESTER REAL	286900	DENNIS GATTON	9143 RHOADS	MACEO	₹	42355- 9707	0	0.00000000	0.01367200
CHESTER REAL	841293	DWIGHT VAUGHN C/O PHYLLIS VAUGHN AIF	114 BURTON CT	HARTFORD	Κλ	42347- 1601	0	0.00000000	0.01367200

CHESTER REAL	911685	LEONARD W WORTH	6360 KARNS GROVE RD	PHILPOT	ξ	42366- 9303	o .	0.00000000	0.02734400
CHESTER REAL	1001391	JOHN BRANSON	12 VALLEY STREET APT 215	EVERETT	MA	02149	0	0.000000000	0.00683600
CHESTER REAL	1001392	ELI BRANSON	101 FAIRVIEW AVE JERSEY CITY	JERSEY CITY	2	07304	0	0.000000000	0.00683600

EXHIBIT E UNIT POOLING AGREEMENT

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]

OPERATOR/WORKING INTEREST OWNER:

COUNTRYMARK ENERGY RESOURCES, LLC 7116 Eagle Crest Blvd., Suite C Evansville, IN 47715

Dated: 4-16-19.	Signature: By: Address:	Kalhy Lloyd, Director of Land and Regulatory 7116 Eagle Crest Blvd., Suite C Evansville, IN 47715	
STATE OF INDIANA)		
COUNTY OF VANDERBU) SS: RGH)		
2 2 8 0			

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Kathy Lloyd, personally known to me to hold the position of Director of Land and Regulatory of COUNTRYMARK ENERGY RESOURCES, LLC, 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 she signed, sealed and delivered this said instrument as her free and voluntary act for the uses and purposes therein set forth, pursuant to authority given by Board of Directors of said entity.

Given under my hand and official seal this / May of April

SUSAN M FRALICK ary Public, State of Increas Verderburgh County Commission 648941 dy Commission Explais November 07, 2021

County of Residence: Vanderburgh My Comm. Expires: 11-7-21 NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

Dated:	Signature: Name: Address:	Gertrude E. Bingle R 1 Rockport, IN 47635-9801
		<u>.</u>
STATE OF)) SS:)	
certify that Gertrude E. Bing subscribed to the foregoing i	gle, personally nstrument appe elivered the sai	and for the said County and State aforesaid, do hereby known to me to be the same person whose name is ared before me this day in person and acknowledged d instrument of writing as her free and voluntary act,
Given under my hand	and seal this _	day of, 2018.
		NOTARY PUBLIC (sign name)
County of Residence: My Comm. Expires:		NOTARY PUBLIC (print name)

Signature: Name: Address:	Johnny Ray Goodman Johnny Ray Goodman 4432 N. Silverdale Rd. Rockport, IN 47635
Signature: Name: Adress:	Billie Jean Woodman Billie Jean Godman 4432 N. Silverdale Rd. Rockport, IN 47635
) gK) ss:	
dman and Bill subscribed to that they sign	and for the said County and State aforesaid, do hereby ie Jean Goodman, personally known to me to be the the foregoing instrument appeared before me this day ed, sealed and delivered this said instrument as their oses therein set forth.
	al this 13 day of August, 2019.
rburgh	NOTARY PUBLIC (sign name)
	Name: Address: Signature: Name: Adress:) (otary Public, index and Bill subscribed to that they sign uses and purposand official seeparts)

Dated: <u>12-4-18</u>	Signature: Name: Address:	Dennis Gatton 9143 Rhoads Dr. Maceo, KY 42355	Gatton
STATE OF Kentuck) SS:	7.	
certify that Dennis Gatton, subscribed to the foregoing i	personally kno nstrument appe livered this said 1.	own to me to be the ared before me this of instrument as his fr	nty and State aforesaid, do hereby ne same person whose name it day in person and acknowledge ree and voluntary act for the use
TIFFANY KNIGHT Notary Rublic Kentucky - State at Large My Commission Expires Feb 21, 2020	7		
County of Residence: Da My Comm. Expires: 2-3		TIFFA	Hawf Knight VBLIC (sign name) ANY KN16HT UBLIC (print name)

Address: 114 Burton Hartford, K	
STATE OF hentuchy COUNTY OF Onio SS: 401-5	8-2159
I, the undersigned a Notary Public, in and for the sa certify that Phyllis Vaughn, personally known to me to subscribed to the foregoing instrument appeared before no that he signed, sealed and delivered this said instrument a and purposes therein set forth.	to be the same person whose name is the this day in person and acknowledged
Given under my hand and official seal this 17	day of December, 2018.
NOT	ARY PUBLIC (sign name)
County of Residence: Ohio My Comm. Expires: 6 29 20 NOT.	ARY PUBLIC (print name)
	KATHRYN PEAK NOTARY PUBLIC STATE AT LARGE, KENTUCKY ID. # 556626 IY COMMISSION EXPIRES MAY 29, 2020

	ē	OVERRIDING ROYALTY OWNER:
Dated: <u>11-28-1</u> 8	Signature: Name: Address:	Leonard W. Worth 6360 Karns Grove Rd. Philpot, KY 42366
STATE OF Ky COUNTY OF Davies)) SS:	
COUNTY OF Davies	2)	
certify that Leonard W. Worsubscribed to the foregoing in that he signed, sealed and deand purposes therein set forth	rth, personally nstrument appe livered this said n.	and for the said County and State aforesaid, do hereby known to me to be the same person whose name is eared before me this day in person and acknowledged d instrument as his free and voluntary act for the uses
Given under my hand	and official sea	al this 28^{Th} day of 100 , , 2018.
		Betty Om Daniel NOTARY PUBLIC (sign name)
County of Residence: Do	viess 10-2020	Betty o me Daniel NOTARY PUBLIC (print name)
		#567850

Dated:	Signature: Name: Address:	John Branson 12 Valley St., Apt. 215 Everett, MA 02149
STATE OF) SS:	*
certify that John Branson, per to the foregoing instrument	sonally known appeared befor	and for the said County and State aforesaid, do hereby to me to be the same person whose name is subscribed the me this day in person and acknowledged that he tument as his free and voluntary act for the uses and
Given under my hand	and official se	al this, 2018.
		NOTARY PUBLIC (sign name)
County of Residence: My Comm. Expires:		NOTARY PUBLIC (print name)

Dated: 1/3/2019	Address: / 101 F	ranson Gairview Ave. by City, NJ 07304		7—
STATE OF)) SS:)			į
I, the undersigned a N certify that Eli Branson, perso to the foregoing instrument signed, sealed and delivered purposes therein set forth.	onally known to me to appeared before me	be the same perso this day in person	on whose name i and acknowled	s subscribed lged that he
Given under my hand	and official seal this			, 2018.
County of Residence: <u>kint</u> My Comm. Expires: <u>17-</u>	15 23-18	NOTARY PUBL CAl Grado vele NOTARY PUBL	ı	
		ORLANDO V. Notary Public - State NO 01VE6294 Qualified in Kirgs My Commission Expires :	C/ New York	

Dated: 1/28/2019	Signature: Name: Address:	Laura S. Branson 2214 Greenbriar Dr. Henderson, KY 42420	DON
STATE OF Kentuck COUNTY OF Henders		and for the said County and St	ate aforesaid do hereby
certify that Laura S. Branson subscribed to the foregoing in that she signed, sealed and de- and purposes therein set forth	n, personally knstrument appe elivered this said	cnown to me to be the same eared before me this day in per d instrument as her free and ver all this all this day of January day day of January day of Janua	person whose name is rson and acknowledged oluntary act for the uses
County of Residence: 1000 My Comm. Expires: 5/2	derson 0/2020	NOTARY PUBLIC (Reaven print name)

JESSICA P. BEAVEN

NOTATE FUBLIC

Kent and A Mate At Large
My Communication in Express 5/20/2020

Dated:	Signature:			
	Name:	Rober	t M. Branson	
	Address:		learthstone Ln.	
		Hend	erson KY 42420-3420	
am. min a n				
STATE OF)			
STATE OF) SS:)			
certify that Robert M. Brans subscribed to the foregoing i	son, personally nstrument appe elivered this sai	known ared be	r the said County and State afor to me to be the same person efore me this day in person ar ament as her free and voluntar	n whose name is ad acknowledged
Given under my hand	and official se	al this	day of	, 2018.
			NOTARY PUBLIC (sign name)	}
County of Residence:				
My Comm. Expires:		=	NOTARY PUBLIC (print name))

Dated: 4	12-19	Signature: Name: Address:	Paul R. Schul 4100 N. Silve Rockport, IN	erdale Rd.	it
STATE OF	Indiem)			
COUNTY O	Indiana F Spenter) 55:			
certify that I subscribed to that he signed the uses and	Paul R. Schulte the foregoing in d, scaled and del purposes therein	, personally kn nstrument appe ivered the said i set forth.	own to me to ared before me nstrument of v	be the same pethis day in personal tributes the best of the same o	nte aforesaid, do hereby person whose name is son and acknowledged c and voluntary act, for
Giver	n under my hand	and scal this _	day of _/	April , 2	018.
				RY PUBLIC	. Whelan
	esidence: Sper Expires: 3/9/		NOTA	RY PUBLIC (pri	Whelan int name)

Dated:	Signature: Name: Address:	August P. Schulte 4100 N. Silverdale Rockport, IN 47635	
	7	*	
STATE OF))SS:)		
certify that August P. Schul subscribed to the foregoing i	te, personally nstrument apperivered the said	known to me to be to ared before me this of	nty and State aforesaid, do hereby the same person whose name is day in person and acknowledged as his free and voluntary act, for
Given under my hand	l and seal this _	day of	, 2018.
		NOTARY P	UBLIC (sign name)
County of Residence: My Comm. Expires:		NOTARY P	UBLIC (print name)

Dated:	Signature:				
	Name:	August P. S	Schulte, Jr.		
	Address:	4100 N. Sil	verdale Rd.		
		Rockport, I	N 47635-92	294	
×		3		÷	
STATE OF)				
COUNTY OF) SS:				
COUNTY OF)				
certify that August P. Schulte subscribed to the foregoing is that he signed, sealed and del the uses and purposes therein Given under my hand	nstrument appe ivered the said in set forth.	ared before instrument of	me this day f writing as	in person an his free and v	d acknowledged
		NOT	ARY PUB	LIC (sign name)	
Ct					
County of Residence: My Comm. Expires:		NIOT	ADV DID	T TO	
vry Comm. Expires		NOI	AKY PUB	LIC (print name)	

Dated:	Signature:		
	Name:	Eugene Brashear	
	Address:	Address Unknown	
18	•	ž .	
STATE OF)		
COUNTY OF) SS:)		
certify that Eugene Brashear subscribed to the foregoing in	, personally kn strument appe vered the said i	and for the said County and State aforesaid, do known to me to be the same person whose neared before me this day in person and acknow instrument of writing as his free and voluntary a	ame is ledged
Given under my hand	and seal this _	day of, 2018.	
		,	
		NOTARY PUBLIC (sign name)	
County of Residence:			
My Comm. Expires:		NOTARY PUBLIC (print name)	

Dated:	Signature:	
	Name:	Faye Tobaben
	Address:	Address Unknown
*) * 3	10
STATE OF	_)	
) SS:	
COUNTY OF	_)	
certify that Faye Tobaber subscribed to the foregoing that she signed, sealed and for the uses and purposes the	n, personally kr g instrument app delivered the sa herein set forth.	n and for the said County and State aforesaid, do hereby nown to me to be the same person whose name is beared before me this day in person and acknowledged aid instrument of writing as her free and voluntary act, day of, 2018.
		NOTARY PUBLIC (sign name)
County of Residence:	V	
M C E'		NOTARY PUBLIC (print name)

Dated:	Signature: Name: Address:	Julie Bump 2566 Count Cape Girard	y Road 2		
				4.1	8
STATE OF)) SS:)				
I, the undersigned a N certify that Julie Bumpus, per to the foregoing instrument signed, sealed and delivered uses and purposes therein set	rsonally known appeared befo the said instru	to me to be the re me this da	ne same p y in per	person whose son and ack	e name is subscribed nowledged that she
Given under my hand	l and seal this _	day of _		, 2018	8.
*		NOT	`ARY PU	JBLIC (sign na	ame)
County of Residence: My Comm. Expires:		NOT	ARY PU	JBLIC (print n	ame)

Dated:	Signature: Name: Address:	Shannon Tolbert 2421 Newberry Ln. Mount Juliet, TN 3		
STATE OF	.)			
COUNTY OF) 55:			
I, the undersigned a Notertify that Shannon Tolber subscribed to the foregoing it that she signed, sealed and do for the uses and purposes the Given under my hand	t, personally kinstrument appo- lelivered the sa- erein set forth.	cnown to me to be to eared before me this did instrument of writing	day in person and acknov ing as her free and volunt	name is
Given under my hand	and scar tins _	day or	, 2018.	
		NOTARY P	UBLIC (sign name)	
County of Residence:				
My Comm. Expires:		NOTARY P	UBLIC (print name)	

Dated:	Signature: Name: Address:	Mark Bradfield RR 2 Box 2545 Sedgewickville, MO 63781
STATE OF)) SS:)	
certify that Mark Bradfield, subscribed to the foregoing in that she signed, sealed and de for the uses and purposes there	personally knowstrument appealivered the said ein set forth.	and for the said County and State aforesaid, do hereby own to me to be the same person whose name is ared before me this day in person and acknowledged d instrument of writing as her free and voluntary act,
Given under my hand	and seal this	day of, 2018.
		NOTARY PUBLIC (sign name)
County of Residence: My Comm. Expires:		NOTARY PUBLIC (print name)

VOGEL SEED FARM, INC.

SEAL

SPENCER COUNTY, STATE OF INDIANA COMMISSION NUMBER NP0717818 MY COMMISSION EXPIRES 01-09-2027

				1	*
Dated: <u>5-9-201</u> 9	By: Name/Title Address:	Route#	1, Box 403	4560 N. 2	loo west
STATE OF WALLEY COUNTY OF SPENCEY)) SS:)				
I, the undersigned a Nocertify that 10 ft 100 be the same person whose nar day in person and acknowled free and voluntary act for the the bylaws of said entity.	/OGEL SEED ne is subscribe ged that he sig	, person FARM, I d to the for gned, seal	nally know NC., and woregoing in ed and del	on to me to hold who is personally lastrument appeared ivered this said in	the position of known to me to I before me this strument as his
Given under my hand	and seal this $\underline{\zeta}$	AHA day	of AUGI	ist , 2018. 20	OIC
			J		
County of Residence: Since My Comm. Expires:	ncir_		Mris	PUBLIC (print name)	di-
				A M. HARDIN Y PUBLIC	

EXHIBIT A PLAT OF UNIT

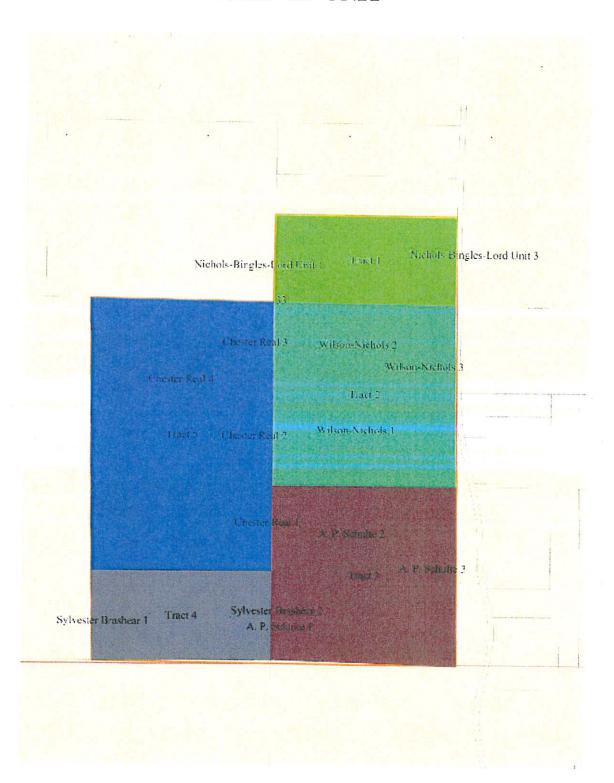


EXHIBIT B LEASES AND TRACT DESCRIPTIONS

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 Ouarter (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 OUARTER (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, WEST, SPENCER COUNTY, INDIANA.

CONTAINING 60 ACRES, MORE OR LESS.

Oil and Gas Leases:

F

EXHIBIT C TRACT PARTICIPATION

	Surface	Usable	Cum.	Current	Pore	Pore	Pore Vol. Recovery
	- cage	VVCIIS	Production	Production	Volume		
5	e	0%	15%	35%	72%	25%	
20		7	2	0	22.85	. %6	
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%	
09		2	3.5	0	145.48	2%	
180		12	118	7.3	592.99	%68	Participation Factor
%0		%0	%0	%0	1%	2%	3.68%
%0		%0	%8	10%	7%	11%	35.84%
%0	_	%0	3%	%6	%9	4%	22.68%
%0	_	%0	3%	16%	4%	7%	30.54%
%0		%0	%0	%0	%9	1%	7.26%

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

Pore Vol. Recovery								Participation Factor	3.68%		35.84%		22.68%	30.54%	7.26%	
Pore	25%	% 6.	37%	15%	25%	.2%		%68	2%		11%		4%	%4.	1%	
Pore Volume	25%	22.85	169.66	150.54	104.46	145.48		592.99	1%		2%		%9	4%	%9	
Current Production	35%	0	2.1	1.9	3.3	0		7.3	%0		10%		%6	16%	%0	7.
Cum. Production	15%	2	63.5	23	26	3.5		118	%0		%8		3%	3%	%0	
Usable Wells	%0	2	က	3	2	2		12	%0		%0	10	%0	%0	%0	
Surface Acreage	%0	20	40	40	20	09		180	%0		%0		%0	%0	%0	
		Nichols Bingle	Wison Nichols	Schulte	Brashear	Chester	Real	Total	Nichols	Bingle	Wison	Nichols	Schulte	Brashear	Chester	Real
er	Wt.	Lease						F	Lease							
Parameter	Parameter Wt.	Inputs for Participation Factors							Participation	Factors						