



21 S.E. THIRD STREET • SUITE 900 • EVANSVILLE, INDIANA 47708 • TELEPHONE: 812-401-6770 • TELECOPIER: 812-401-6786  
www.jacksonkelly.com

William C. Illingworth  
wcillingworth@jacksonkelly.com

March 7, 2014

Mr. Herschel L. McDivitt, Director  
Division of Oil and Gas  
Department of Natural Resources  
402 West Washington Street, Room W-293  
Indianapolis, IN 46204

**RE: PARKINSON-MOORE 1-H**  
**W/2 E/2 NW/4 S24-T1S-R12W, GIBSON COUNTY INDIANA**  
**CAUSE NO.: DOG-1-2014**  
**JACKSON KELLY PLLC CLIENT/MATTER NO.: 26701/303**

Dear Director McDivitt:

On behalf of Moore Family Holdings, Inc., I have enclosed herewith the original and one copy of the following:

Parkinson-Moore H-1

Petition of Moore Family Holdings, Inc., for the Integration of Interests in the West Half of the East Half and the East Half of the West Half of the Northwest Quarter of Section 24, Township 1 South, Range 12 West, Gibson County, Indiana.

Please file the original with your division and return a file stamped copy to me in the enclosed, postage prepaid envelope. The petition concerns the desire of Moore Family Holdings, Inc., to form a unit consisting of two leases for the drilling of the Parkinson-Moore H-1 Well. An Application for Well Permit for said well is pending or should be filed shortly. One of the leases does not have a pooling clause. All the interest owners of the lease have agreed to the pooling of the lease, with the exception of one overriding royalty interest owner.

Once a date for informal hearing has been set, please advise.

MAR 14 2014

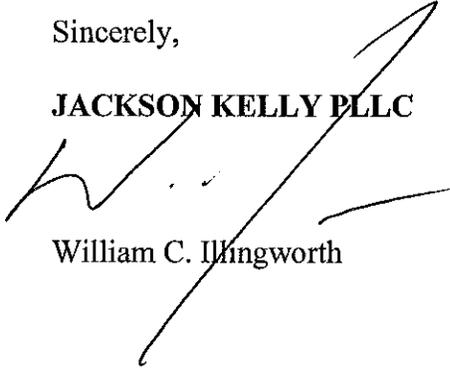
Charleston, WV • Clarksburg, WV • Martinsburg, WV • Morgantown, WV • Wheeling, WV  
Denver, CO • Evansville, IN • Lexington, KY • Canton, OH • Pittsburgh, PA • Washington, DC

PARKINSON-MOORE 1-H  
W/2 E/2 NW/4 S24-T1S-R12W, GIBSON COUNTY INDIANA  
Page 2

Thank you.

Sincerely,

**JACKSON KELLY PLLC**

By:  William C. Illingworth

WCI/

006-1-2014

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

IN RE: PARKINSON-MOORE H-1

PETITION OF MOORE FAMILY HOLDINGS, INC. FOR THE INTEGRATION OF INTERESTS IN THE WEST HALF OF THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER IN SECTION 24, TOWNSHIP 1 SOUTH, RANGE 12 WEST LYING SOUTH OF THE WHITE RIVER IN GIBSON COUNTY, INDIANA

**PETITION FOR INTEGRATION OF OIL AND GAS INTERESTS FOR  
PARKINSON-MOORE POOLED UNIT**

NOW COMES, Petitioner, Moore Family Holdings, Inc., an Indiana corporation, by William C. Illingworth of the law firm of Jackson Kelly, PLLC, its attorneys, and for its Petition for Integration of Oil and Gas Interests, pursuant to IC 14-37-9-1, *et seq.*, states as follows:

1. Petitioner, Moore Family Holdings, Inc., an Indiana corporation, with an address of 2104 Lincoln Avenue, Evansville, Indiana 47714, is the working interest owner and a related entity of Moore Engineering and Production Company, Inc., an Indiana corporation, with an address of 2104 Lincoln Avenue, Evansville, Indiana 47714 is the operator of certain oil and gas leases covering property located in the Gibson County, Indiana, described as follows, *to-wit*:

A. Oil and Gas Lease dated June 1, 2000 from Lester D. Moore and Joyce A. Moore, as Lessors, to Lester D. Moore, as Lessee, recorded as Document No. 2000-4039, in the Office of the Recorder of Gibson County, Indiana.

B. Oil and Gas Lease dated November 16, 1945 from Etta C. Parkinson, a spinster, as Lessor, to Illinois Mid-Continent, as Lessee, recorded in Miscellaneous Oil and Gas Record Book 60, Page 321, in the Office of the Recorder of Gibson County, Indiana.



Said leases are hereinafter described collectively as the "Leases" or individually as "Lease A" or "Lease B." The Leases are attached hereto as Exhibits A and B, respectively.

2. The Petitioner is currently operating on, and actually producing, oil and gas on the lands covered by the leases.

3. Lease A controls the entire fee oil and gas interests in the lands of the proposed unit, as well as other lands. Those lands of said lease located within the proposed unit are described as follows, to-wit:

The East Half of the West Half of the Northwest Quarter of Section 24, Township 1 South, Range 12 West, lying South of the White River, in Gibson County, Indiana.

4. Lease B controls the entire fee oil and gas interests in the lands of the proposed unit, as well as other lands. Those lands of said lease within the proposed unit are described as follows, to-wit:

The West Half of the East Half of the Northwest Quarter of Section 24, Township 1 South, Range 12 West, lying South of the White River, in Gibson County, Indiana.

5. In order to prevent waste and avoid the drilling of unnecessary wells, Petitioner, desires to pool said leases with respect to the Massive Tar Springs Sandstone Formation underlying the following lands:

The West Half of the East Half and the East Half of the West Half of the Northwest Quarter of Section 24, Township 1 South, Range 12 West, lying South of the White River, in Gibson County, Indiana.

6. For the purposes of this Petition, the Massive Tar Springs Sandstone Formation is defined as that sandstone formation located at a depth of 1628 feet in both the Parkinson #6 and the Moore (Burkett) #7 wells and does not include the upper Tar Springs Sandstone Formation.

7. Page 2 of Lease A contains the following clause with respect to pooling which grants the Lessee the right, power and authority to pool the lands contained in Lease A:

Lessee is hereby granted the right to pool or unitize this lease, the land covered by it, or any part thereof with any other land, lease or leases or parts thereof, for the production of oil, liquid hydrocarbons, and all gases and their respective constituent products, or any of them....

8. Lease B is silent with respect to pooling.

9. Attached as Exhibit C and Exhibit D, respectively, are Ad Valorem Statements of Countrymark Refining and Logistics, LLC, showing the owners of all interests in the Leases.

10. Petitioner has attempted to secure agreement from all working interest owners, royalty interest owners and overriding royalty owners of the oil and gas interests subject to Lease B. However, Petitioner has not been able to secure such agreement from all parties. Attached hereto as Exhibit E is a sample of the proposed Pooling Agreement tendered to all locatable working interest owners, royalty interest owners and overriding royalty owners of the oil and gas interests subject to the Leases. Petitioner, has been unable to secure such an agreement from the following party, due said individual not responding to attempt to secure such an agreement:

<u>Name</u>	<u>Interest</u>
M. Dee Claude c/o Andrew Leigh 3151 7 <sup>th</sup> Street Boulder, CO 80304-2511	.00585900 ORRI in Lease B

11. The proposed Pooling Agreement would treat all royalty, working interest and overriding royalty interest owners fairly and equitably. Each such interest shall share in the total production from the pooled unit which their interest bears to the entirety of the unit. Proposed participation factors are as follows:

Lease A:	
The East Half of the West Half of the Northwest Quarter of Section 24, Township 1 South, Range 12 West, lying South of the White River, in Gibson County, Indiana.	50%
Lease B:	
The West Half of the East Half of the Northwest Quarter of Section 24, Township 1 South, Range 12 West, lying South of the White River, in Gibson County, Indiana.	50%

12. Attached hereto as Exhibit F is a plat showing the lands of the proposed unit.

13. 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 with respect to the Massive Tar Springs Sandstone Formation underlying the above described leasehold estates as it will allow for economical and efficient development which reduces costs while also more effectively developing the oil and gas underlying those lands.

14. Petitioner is prepared to drill a well in the proposed pooled unit pending the granting of this petition and has prepared a detailed plan for the drilling and operation of said well.

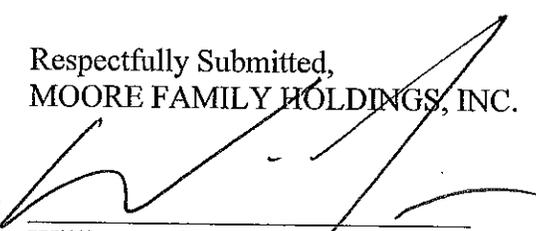
**WHEREFORE**, Petitioner respectfully requests:

A. An "Order for Integration of Interests" 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 Paragraph 11, above, in so far as said leases cover Massive Tar Springs Sandstone Formation defined as that sandstone formation located at a depth of 1628 feet in both the Parkinson #6 and the Moore (Burkett) #7 wells not to include the upper Tar Springs Sandstone Formation for the proposed drilling operations of Moore Family Holdings, Inc.

B. 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.

Respectfully Submitted,  
MOORE FAMILY HOLDINGS, INC.

By:



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William C. Illingworth  
Jackson Kelly PLLC  
21 S.E. Third Street, Suite 900  
Evansville, Indiana 47708  
Telephone: (812) 401-6770  
Email: [willingworth@jacksonkelly.com](mailto:willingworth@jacksonkelly.com)

200000004039  
Filed for Record in  
GIBSON COUNTY, INDIANA  
BECKY WOODBURN  
On 07-03-2000 At 08:21:13 am.  
OG LEASE 19.00

OIL AND GAS LEASE  
(88 Rev.B)

THIS AGREEMENT made this 1st  
day of June, 2000 between:

Lester D. Moore and  
Joyce A. Moore,  
husband and wife  
1639 E. Blackford  
Evansville, IN 47714

herein called Lessor  
(whether one or more),  
and

Lester D. Moore  
2104 Lincoln Ave.  
Evansville, IN 47714

herein called Lessee (whether one or more).

Lessor, in consideration of Ten Dollars (\$10.00) in hand paid, 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 exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, waters, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, ponds, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases, and their respective constituent products and other products manufactured therefrom, together with the right of ingress and egress thereto or to other land under leases to Lessee, the following described land in Gibson County, Indiana to-wit:

TRACT NO. 1: Beginning at the intersection of the East line of Section 23, T. 1 S., R. 12 W., 2nd P.M., Gibson County, Indiana, and the South Bank of the White River; thence S. 68° 30' 42" W. a distance of 605.03 feet; thence South a distance of 853.32 feet; thence N. 70° 06' 31" E. a distance of 1787.54 feet; thence N. 79° 36' 52" E. a distance of 240.08 feet, thence N. 0° 25' 25" E. a distance of 1127.19 feet; thence Southwesterly along the South bank of the White River a distance of 1533.89 feet to the point of beginning; containing 41.58 acres,

TRACT NO. 2: Beginning at the Northwest corner of the Northeast quarter of the Southwest quarter of Section 24, T. 1 S., R. 12 W., 2nd P.M., Gibson County, Indiana; thence S. 0° 25' 25" W. a distance of 1869.95 feet; thence N. 89° 06' 33" W. a distance of 991.41 feet; thence N. 2° 26' 01" E. a distance of 1401.71 feet; thence N. 79° 46' 41" W. a distance of 406.17 feet; thence N. 64° 15' 45" W. a distance of 779.58 feet; thence North a distance of 524.30 feet; thence N. 69° 40' 06" E. a distance of 148.51 feet; thence N. 70° 06' 31" E. a distance of 1787.54 feet; thence N. 79° 36' 52" E. a distance of 240.08 feet; thence S. 0° 25' 25" W. a distance of 1183.97 feet to the point of beginning; containing 88.45 acres,

TRACT NO. 3: Beginning at the Southeast corner of Section 23, T. 1 S., R. 12 W. 2nd P.M., Gibson County, Indiana; thence N. 89° 10' 50" W. a distance of 702.31 feet; thence North a distance of 2567.73 feet; thence S. 64° 15' 45" E. a distance of 779.58 feet; thence S. 79° 46' 41" E. a distance of 406.17 feet, thence S. 2° 26' 01" W. a distance of 1401.71 feet, thence N. 89° 06' 33" W. a distance of 134.00 feet; thence South a distance of 772.00 feet; thence N. 89° 06' 50" W. a distance of 206.25 feet to the point of beginning; containing 54.61 acres,



TRACT NO. 4: Beginning at the Northeast corner of the Southwest quarter of Section 24, T. 1 S., R. 12 W., 2nd P.M., Gibson County, Indiana, thence S. 0° 50' 50" W. a distance of 662.00 feet; thence N. 89° 06' 44" W. a distance of 340.58 feet; thence N. 0° 25' 25" E. a distance of 662.00 feet, thence S. 89° 06' 48" E. a distance of 1345.48 feet to the point of beginning; containing 20.41 acres,

TRACT NO. 5: Beginning at a point 662.00 feet S. 0° 50' 50" W. of the Northeast corner of the Southwest quarter of Section 24, T. 1 S., R. 12 W., 2nd P.M. Gibson County, Indiana; thence S. 0° 50' 50" W. a distance of 1207.99 feet; thence N. 89° 06' 33" W. a distance of 1331.65 feet; thence N. 0° 25' 25" E. a distance of 1207.95 feet; thence S. 89° 06' 44" E. a distance of 1340.58 feet to the point of beginning; containing 37.05 acres;

containing in all 242 acres, more or less.

It is Intended hereby to include herein all lands and interest therein contiguous to or pertinent to the above described land and owned or claimed by Lessor. 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.

Subject to the other provisions herein contained, this lease shall remain in force for a term of One (1) Year from this date (called "primary term") and as long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products, or any of them is produced from said land or land with which said land is pooled; provided, 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 injections.

The royalties to be paid by Lessee are: (a) on oil, and on other liquid hydrocarbons saved at the well, 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; (b) on gas, including casinghead gas and all gaseous substances, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the mouth of the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; and (c) if at any time while there is a gas well or wells on the above land (and for the purposes of this clause (c) the term "gas well" shall include wells capable of producing natural gas condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) such well or wells are shut in, and if this lease is not continued in force by for some other provision hereof, then it shall nevertheless continue in force for a period of ninety (90) days from the date such well or wells are shut in, and before the expiration of any such ninety day (90 day) period, Lessee or any assignee hereunder may pay or tender an advance annual royalty payment of Fifty Dollars (\$50.00) for each such well, and if such payment or tender is made, this lease shall continue in force and it shall be considered that gas is being produced from the leased premises in paying quantities within the meaning of paragraph 2 hereof for one (1) year from the date such payment is made, and in like manner subsequent advance annual royalty payments may be made or tendered and this lease shall continue in force and it will be considered that gas is being produced from the leased premises in paying quantities within the meaning of said paragraph 2 during any annual period for which such royalty payment is so paid or tendered; such advance royalty payment may be paid or tendered in the same manner as provided herein for the payment or tender of delay rentals; royalty accruing to the owners thereof on any production from the leased premises during any annual period for which advance royalty is paid may be credited against such advance payment.

Lessee is hereby granted the right to pool or unitize this lease, the land covered by it, or any part thereof, with any other land, lease or leases or parts thereof, for the production of oil, liquid hydrocarbons and all gases and their respective constituent products, or any of them. No unit for the production of oil shall embrace more than forty (40) acres, except in cases where it may be necessary or convenient to conform a unit to survey subdivisions, such unit may contain not to exceed forty-five (45) acres, provided, however, that if any Federal or State law, Executive order, rule or regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable on acreage per well, then any such units may embrace as much additional acreage as may be so

prescribed or as may be used in such allocation or allowable. 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. Drilling operations and production on any part of the pooled acreage shall be treated as if such drilling operations were upon or such production was from the land described in this lease, whether the well or wells be located on the land covered by this lease or not. The entire acreage pooled into a 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. In lieu of the royalties herein provided, 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 on an acreage basis bears to the total acreage so pooled in the particular unit involved.

If, prior to discovery of oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, on said land or on land pooled therewith, Lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operation within sixty (60) days thereafter. If, at the expiration of the primary term, oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, is not being produced on said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or wells hereon, this lease shall remain in force so long as such operations or said additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than sixty (60) consecutive days, and, if they result in production, so long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, is produced from said land or lands pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred feet (200 ft.) of and draining the leased premises, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purposes of this lease shall be conclusive.

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 repressuring, 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 feet (200 ft.) 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 well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

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 such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title from the original Lessor. 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 insofar as it covers the part of said lands retained by Lessee or another assignee.

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.

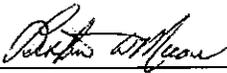
Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage, or other lien upon said land, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward

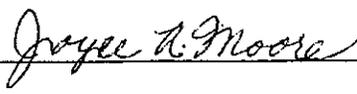
satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in the oil and gas and like minerals underlying said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor 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.

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

Lessee agrees to pay Lessor prior to the commencement of a well on lands described herein the amount of Five Hundred Dollars (\$500.00) for each location drilled on lands described on this oil and gas lease.

IN WITNESS WHEREOF, we sign the day and year first above written.

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

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

STATE OF INDIANA )

SS

COUNTY OF Vanderburgh )

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that Lester D. Moore and Joyce A. Moore, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal this 29th day of June, 2000.

*Charley N. Campbell*  
NOTARY PUBLIC (please sign above)  
Charley N. Campbell

Notary seal and commission expiration:  
April 5, 2001

This instrument was prepared by: Wanda K. Embry  
2104 Lincoln Ave.  
Evansville, IN. 47714

20714 3-5-71  
For Assignment of this lease see  
Drawer 1 Card 2489  
Attest Ralph A. Williams R.G.C.

5-25-2010 Mineral Deed  
See Dec 200-4957 p. 321  
with assignment for 4-11-61  
For Assignment of this Lease see  
Record No. 147 Page 448  
Attest Lawrence Hubbard R.G.C.

50862

AGREEMENT Made and entered into the  
by and between Etta C. Parkinson, a spinster, 16th  
day of November 1915

20712 3-5-71  
For Assignment of this lease see  
Drawer 1 Card 2487  
Attest Ralph A. Williams R.G.C.

of Mt. Carmel, Illinois  
lessor (whether one or more), and the ILLINOIS MID-CONTINENT COMPANY  
of Mt. Carmel, Illinois hereinafter called lessee:

WITNESSETH: That the said lessor, for and in consideration of (\$1.00) One and no/100 DOLLARS  
cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereafter contained on part  
of lease to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the  
said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power  
stations and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the County of  
Gibson State of Indiana, described as follows, to wit:

Southeast quarter (SE $\frac{1}{4}$ ) of Section 24 and the East half of the Northwest fractional  
quarter of said Section 24 and the (NE $\frac{1}{4}$  NE $\frac{1}{4}$ ) Northeast quarter of the Northeast quarter  
of Section 25 and all that part of the (SW $\frac{1}{4}$ ) of fractional section 13 which lies South  
of White River, all in Township 1 South, Range 12 West, containing 283.45 acres, more

- or less  
For Assignment of this Lease see  
Record No. 61 Page 181  
Attest Charles W. Matamoras R.G.C.
- 8874  
For Assignment of this Lease see  
Record No. 61 Page 182  
Attest Charles W. Matamoras R.G.C.
- 9001  
For Assignment of this Lease see  
Record No. 61 Page 183  
Attest Charles W. Matamoras R.G.C.
- 9002  
For Assignment of this Lease see  
Record No. 61 Page 184  
Attest Charles W. Matamoras R.G.C.
- 9003  
For Assignment of this Lease see  
Record No. 61 Page 185  
Attest Charles W. Matamoras R.G.C.
- 9004  
For Assignment of this Lease see  
Record No. 61 Page 186  
Attest Charles W. Matamoras R.G.C.
- 9005  
For Assignment of this Lease see  
Record No. 61 Page 187  
Attest Charles W. Matamoras R.G.C.
- 9006  
For Assignment of this Lease see  
Record No. 61 Page 188  
Attest Charles W. Matamoras R.G.C.
- 9007  
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Attest Charles W. Matamoras R.G.C.
- 9008  
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- 9009  
For Assignment of this Lease see  
Record No. 61 Page 191  
Attest Charles W. Matamoras R.G.C.
- 9010  
For Assignment of this Lease see  
Record No. 61 Page 192  
Attest Charles W. Matamoras R.G.C.
- 9011  
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Record No. 61 Page 193  
Attest Charles W. Matamoras R.G.C.
- 9012  
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Record No. 61 Page 194  
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- 9013  
For Assignment of this Lease see  
Record No. 61 Page 195  
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- 9015  
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- 9016  
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- 9019  
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Record No. 61 Page 201  
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- 9020  
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- 9021  
For Assignment of this Lease see  
Record No. 61 Page 203  
Attest Charles W. Matamoras R.G.C.
- 9022  
For Assignment of this Lease see  
Record No. 61 Page 204  
Attest Charles W. Matamoras R.G.C.
- 9023  
For Assignment of this Lease see  
Record No. 61 Page 205  
Attest Charles W. Matamoras R.G.C.
- 9024  
For Assignment of this Lease see  
Record No. 61 Page 206  
Attest Charles W. Matamoras R.G.C.
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Record No. 61 Page 207  
Attest Charles W. Matamoras R.G.C.
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For Assignment of this Lease see  
Record No. 61 Page 281  
Attest Charles W. Matamoras R.G.C.
- 9100  
For Assignment of this Lease see  
Record No. 61 Page 282  
Attest Charles W. Matamoras R.G.C.

IT IS AGREED that this lease shall remain in force for a term of 10 years from this date, and as long thereafter as oil or gas, or either  
of them, is produced from said land by lessee.

1st. To deliver to the credit of lessor, free of cost, into tank reservoirs or into pipe line to which lessee may connect wells on said land,  
the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is  
found, while the same is being used off the premises, and if used in the manufacture of gasoline, a royalty of one-eighth (1/8), payable  
monthly at the prevailing market rate for gas; and lessor to have gas free of cost from any such well for all stoves and all inside lights in  
the principal dwelling on said land during the same time, by making lessor's own connections with the well at lessor's own risk and  
expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product  
a royalty of one-eighth (1/8) of the proceeds, payable monthly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the 16th day of November, 1916, this lease  
shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or to the lessor's credit in  
the Security Bank of Mount Carmel Mount Carmel, Illinois

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Two  
Hundred Eighty-three and 45/100 DOLLARS  
which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. The  
Payment herein referred to may be made in currency, draft or check, at the option of the lessee, and the depositing of such currency,  
draft or check in any post office, with sufficient postage and properly addressed to the lessor, or said bank, on or before said date, shall  
constitute payment as herein provided.

For Assignment of this lease see  
20714 3-5-71  
Drawer 1 Card 2486  
Attest Ralph A. Williams R.G.C.





DATE: 3/02/12  
 JN TIME: 15:47:38

**ADVALOREM STATEMENT**  
 Countrymark Refining and Logistics, LLC  
 1200 Refinery Road  
 Mt Vernon, IN 47620  
 (812) 838-8141 or (800) 832-5490 Ext. 8141

PAGE: 1  
 STATE: IN

**REVISED**

OPERATOR: 0004975 - MEPCO INC.  
 LEASE: 0021027 ETTA PARKINSON  
 COUNTY: GIBSON

Owner Number	Social Security or Federal ID Number	BARRELS:	DOLLARS:	Type	Percent of Interest
		Owner Name and Address			
0115469			LAQUINTA HATCHETT SC TR U/A AKA HOYT & ELVA LOVELACE FAMILY TR 7801 CEDAR RIDGE DR EVANSVILLE IN 47715-7111	R	.06250000
0130719			SILVERADO OIL & GAS LLP PO BOX 52308 TULSA OK 74152-0308	R	.02083400
0801746			CHRISTINE LOUISE PARKINSON 509 OAK PARK RD SOPCHOPPY FL 32358-0880	R	.04166600
			ROYALTY TOTAL:		.12500000
0163374			KATHY L HENRY 2602 PENNSYLVANIA ST EVANSVILLE IN 47712-5066	OR	.00146750
0163375			CONNIE SUE GODEKE 3701 E DIAMOND AVE EVANSVILLE IN 47715-1801	OR	.00146750
0164931			ERNEST ZAISER 6636 MILANO CT SE OLYMPIA WA 98513-8332	OR	.00520900
0194612			J ROY DEE III PO BOX 7 MOUNT CARMEL IL 62863-0007	OR	.01041600
0195180			DEE DRILLING CO PO BOX 7 MOUNT CARMEL IL 62863-0007	OR	.08690100
0954875			M DEE CLAUDE C/O ANDREW LEIGH 3151 7TH ST BOULDER CO 80304-2511	OR	.00585900
0959064			GEORGANNA KOCH AND ALAN KOCH 1568 N BONNY BRUCE DR STEVENSVILLE MI 49127-9617	OR	.00293500
0966264			NORMAN C STRAKER JR & LAUREL STRAKER 5377 SCHUETTE DR POWELL OH 43065-7249	OR	.00293300
			OVERRIDING ROYALTY TOTAL:		.11718800
0146324			MOORE FAMILY HOLDINGS INC 2104 LINCOLN AVE EVANSVILLE IN 47714-1612	W	.75781200
LEGAL DESCRIPTION:					
THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF FRACTIONAL SECTION TWENTY-FOUR (24), AND ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF FRACTIONAL SECTION 13 WHICH LIES SOUTH OF THE WHITE RIVER, ALL IN TOWNSHIP 1 SOUTH, RANGE 12 WEST, CONTAINING 83.45 ACRES, MORE OR LESS. GIBSON COUNTY, INDIANA ----- THE OPERATIVE OIL AND GAS LEASE COVERING THE ABOVE DESCRIBED LANDS BEING A LEASE DATED NOVEMBER 16, 1945 FROM ETTA C. PARKINSON, A SPINSTER, AS LESSOR, TO ILLINOIS MID-CONTINENT COMPANY, AS LESSEE, AND RECORDED IN BOOK 60, AT PAGE 321, OF THE GIBSON COUNTY, INDIANA RECORDS.					
WORKING TOTAL:					.75781200
INTEREST TOTAL:					1.00000000

Countrymark Refining and Logistics, LLC, as an accommodation, furnishes this division of interest which reflects manner in which last payments were made. It does not necessarily reflect record title of the Royalty, Leasehold ownership, and anyone relying thereon does so at his, her, or its own risk, without recourse against Countrymark and Logistics, LLC.

**EXHIBIT**  
 C

**ADVALOREM STATEMENT**

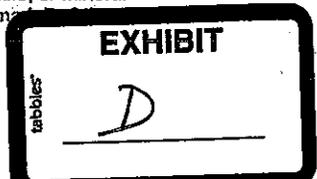
Countrymark Refining and Logistics, LLC  
 1200 Refinery Road  
 Mt Vernon, IN 47620  
 (812) 838-8141 or (800) 832-5490 Ext. 8141

PAGE: 1  
 STATE: IN

DATE: 2/20/13  
 TIME: 18:44:31  
 MOTOR: 0004975 - MEPCO INC.  
 LEASE: 0051096 MOORE  
 COUNTY: GIBSON

Owner Number	Social Security or Federal ID Number	Owner Name and Address	BARRELS:	DOLLARS:	Type	Percent of Interest
0962375		LESTER D MOORE & JOYCE A MOORE 2104 LINCOLN AVE EVANSVILLE IN 47714-1612			R	.12500000
		ROYALTY TOTAL:				.12500000
0132727		ALYSON C ROSS 7719 TOMLINSON AVE CABIN JOHN MD 20818-1304			OR	.01367190
0803582		MELINDA S DAVIS 715 S WILLOW RD EVANSVILLE IN 47714-1924			OR	.01367190
0803871		LESLIE A HYLAND 891 BROADVIEW DR FAIRFIELD OH 45014-3614			OR	.01367190
		OVERRIDING ROYALTY TOTAL:				.04101570
0146324		MOORE FAMILY HOLDINGS INC 2104 LINCOLN AVE EVANSVILLE IN 47714-1612			W	.83398430
LEGAL DESCRIPTION:						
TRACT 1: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SEC 23, TNP 1 S, RG 12 W, 2ND PM, GIBSON COUNTY, INDIANA, AND THE SOUTH BANK OF THE WHITE RIVER; THENCE S. 68 DEGREES 30' 42" W. A DISTANCE OF 605.03 FEET; THENCE SOUTH A DISTANCE OF 853.32 FEET; THENCE N. 70 DEGREES 06' 31" E. A DISTANCE OF 1787.54 FEET; THENCE N. 79 DEGREES 36' 52" E. A DISTANCE OF 240.08 FEET; THENCE N. 0 DEGREES 25' 25" E. A DISTANCE OF 1127.19 FEET; THENCE SOUTHWESTERLY ALONG THE SOUTH BANK OF THE WHITE RIVER A DISTANCE OF 153.89 FEET TO THE POINT OF BEGINNING, CONTAINING 41.58 ACRES TRACT 2; BEGINNING AT THE NW CORNER OF THE NE/4 OF THE SW/4 OF SEC 24, TNP 1 S, RG 12 W, 2ND PM, GIBSON COUNTY, INDIANA; THENCE S. 0 DEGREES 25' 25" W. A DISTANCE OF 1869.95 FEET; THENCE N. 89 DEGREES 06' 33" W. A DISTANCE OF 991.41 FEET; THENCE N. 2 DEGREES 26' 01" E. A DISTANCE OF 1401.71 FEET; THENCE N. 79 DEGREES 46' 41" W. A DISTANCE OF 406.17 FEET; THENCE N. 64 DEGREES 15' 45" W. A DISTANCE OF 779.58 FEET; THENCE N. A DISTANCE OF 524.30 FEET; THENCE N. 69 DEGREES 40' 06" E. A DISTANCE OF 148.51 FEET; THENCE N. 70 DEGREES 06' 31" E. A DISTANCE OF 1787.54 FEET; THENCE N. 79 DEGREES 36' 52" E. A DISTANCE OF 240.08 FEET; THENCE S. 0 DEGREES 25' 25" W. A DISTANCE OF 1183.97 FEET TO THE POINT OF BEGINNING, CONTAINING 88.45 ACRES. TRACT 3: BEGINNING AT THE SE CORNER OF SEC 23, TNP 1 S, RG 12 W, 2ND PM, GIBSON COUNTY, INDIANA; THENCE N. 89 DEGREES 10' 50" W. A DISTANCE OF 702.31 FEET; THENCE N. A DISTANCE OF 2567.73 FEET; THENCE S. 64 DEGREES 15' 45" E. A DISTANCE OF 779.58 FEET; THENCE S 79 DEGREES 46' 41" E. A DISTANCE OF 406.17 FEET; THENCE S. 2 DEGREES 26' 01" W. A DISTANCE OF 1401.71 FEET; THENCE N. 89 DEGREES 06' 33" W. A DISTANCE OF 134.00 FEET; THENCE S A DISTANCE OF 772.00 FEET; THENCE N. 89 DEGREES 06' 50" W. A DISTANCE OF 206.25 FEET TO THE POINT OF BEGINNING, CONTAINING 54.61 ACRES. TRACT 4: BEGINNING AT THE NE CORNER OF THE SW/4 OF SEC 24, TNP 1 S, RG 12 W, 2ND PM, GIBSON COUNTY, INDIANA; THENCE S. 0 DEGREES 50' 50" W. A DISTANCE OF 662.00 FEET; THENCE N. 89 DEGREES 06' 44" W. A DISTANCE OF 340.58 FEET; THENCE N 0 DEGREES 25' 25" E. A DISTANCE OF 662.00 FEET; THENCE S. 89 DEGREES 06' 48" E. A DISTANCE OF 1345.48 FEET TO THE POINT OF BEGINNING, CONTAINING 20.41 ACRES. TRACT 5: BEGINNING AT A POINT 662.00 FEET S. 0 DEGREES 50' 50" W. OF THE NE CORNER OF THE SW/4 OF SEC 24, TNP 1 S, RG 12 W, 2ND PM, GIBSON COUNTY, INDIANA, THENCE S. 0 DEGREES 50' 50" W. A DISTANCE OF 1207.99 FEET; THENCE N. 89 DEGREES 06' 33" W. A DISTANCE OF 1331.65 FEET; THENCE N 0 DEGREES 25' 25" E. A DISTANCE OF 1207.95 FEET; THENCE S. 89 DEGREES 06' 44" E. A DISTANCE OF 1340.58 FEET TO THE POINT OF BEGINNING, CONTAINING 37.05 ACRES.						
WORKING TOTAL:						.83398430
INTEREST TOTAL:						1.00000000

Countrymark Refining and Logistics, LLC, as an accommodation, furnishes this division of interest which reflects the manner in which last payments were made. It does not necessarily reflect record title of the Royalty, Leasehold, or Mineral ownership, and anyone relying thereon does so at his, her, or its own risk, without recourse against Countrymark Refining and Logistics, LLC.



Prepared By:

C. Michael Witters  
Attorney at Law  
1001 Oak Street  
P.O. Box 129  
Mt. Carmel, IL 62863  
Telephone: 618-262-8725

**NOTICE AND DECLARATION OF POOLING OF  
OIL AND GAS LEASES**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the owners of or have the right to pool the royalty, overriding royalty and working interest in and to the Oil and Gas Leases more particularly set forth on Exhibit "B" attached hereto and incorporated herein by reference covering the lands comprising the Parkinson-Moore Pooled Unit more particularly set forth on Exhibit "A" attached hereto and incorporated herein by reference; and,

WHEREAS, Lease No. 1 of the hereinafter set forth Oil and Gas Leases contains a provision permitting the pooling or combining of the acreage covered thereby with other lands, leases or leaseholds in the immediate vicinity for the creation of a pooled unit for the production of oil or gas, but Lease No. 2 of the hereinafter set forth Oil and Gas Leases does not contain a similar pooling provision; and,

WHEREAS, the undersigned, as owners of the royalty interest and overriding royalty interest in the oil and gas leasehold estates, have determined that it would be in the best interest of all owners of the royalty interest, overriding royalty interest and working interest in said Oil and Gas Leases to pool and combine the Massive Tar Springs Sandstone Formation underlying the hereinafter described leasehold estates insofar as they cover part of the acreage encompassed therein, in order to most economically and effectively develop the acreage covered by said Oil



and Gas Leases for the production of oil and gas, and to maximize the potential benefits to be derived by all of the parties hereto, to orderly develop said acreage while promoting the conservation of oil and gas in, under or that may be produced from said acreage.

The Massive Tar Springs Sandstone Formation is defined for purposes of this Notice and Declaration of Pooling of Oil and Gas Leases as that Sandstone Formation located at a depth of 1628 feet in both the Parkinson #6 and the Moore (Burkett) #7 wells and does not include the upper Tar Springs Sandstone Formation.

NOW, THEREFORE, the undersigned, as owners of the royalty interest, overriding royalty interest and working interest in the hereinafter set forth Oil and Gas Leases, for and in consideration of the mutual benefits to be derived hereunder, does hereby pool, consolidate and combine the hereinafter set forth Oil and Gas Leases and the leasehold estates created thereby on the following terms and conditions:

A. That said Oil and Gas Leases shall be pooled, consolidated and combined so far and only insofar as they cover the Massive Tar Springs Sandstone Formation underlying the following described lands, hereinafter referred to as the "UNIT":

The West Half of the East Half of the Northwest Quarter of Section 24, Township 1 South, Range 12 West lying South of the White River; and the East Half of the West Half of the Northwest Quarter of Section 24, Township 1 South, Range 12 West lying South of the White River.

B. Production from the Massive Tar Springs Sandstone Formation underlying the entire pooled unit shall be deemed an entirety. The royalty, overriding royalty and working interest owners who now own or who may hereafter own an interest under each of the aforesaid leasehold estates shall receive from the proceeds credited to any oil and/or gas produced, saved and marketed from the Massive Tar Springs Sandstone Formation that proportionate part of said proceeds that the lease or leases in which they may own an interest bears to the entire pooled

unit heretofore created. For purposes of this agreement, the participation factor of each of the above set forth Oil and Gas Leases is more particularly set forth on Exhibit "C" attached hereto and incorporated herein by reference.

NOTWITHSTANDING THE DATE OF EXECUTION HEREOF, this Notice and Declaration of Pooling shall be effective as of and from the 18 day of ~~August~~ <sup>OCT.</sup> 2013 <sup>(HW)</sup> at 7:00 a.m.

This Notice and Declaration of Pooling may be signed in counterparts with each counterpart being deemed for all purposes herein an original Notice and Declaration of Pooling of Oil and Gas Leases.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the 18 day of October, 2013.

**ROYALTY INTERERST OWNERS**

LAQUINTA HATCHETT SC TR U/A AKA  
HOYT & ELVA LOVELACE FAMILY TR

BY: [Signature]  
Trustee  
(Printed Name — Title)

SILVERADO OIL & GAS LLP

BY: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name — Title)

\_\_\_\_\_  
CHRISTINE LOUISE PARKINSON

\_\_\_\_\_  
LESTER D. MOORE

\_\_\_\_\_  
JOYCE A. MOORE

**OVERRIDING ROYALTY INTERERST OWNERS**

\_\_\_\_\_  
KATHY L. HENRY

\_\_\_\_\_  
CONNIE SUE GODEKE

\_\_\_\_\_  
ERNEST ZAISER

\_\_\_\_\_  
J. ROY DEE III

DEE DRILLING CO.

BY: \_\_\_\_\_  
J. ROY DEE III, President

\_\_\_\_\_  
M. DEE CLAUDE

\_\_\_\_\_  
GEORGANNA KOCH

\_\_\_\_\_  
ALAN KOCH

\_\_\_\_\_  
NORMAN C. STRAKER, JR.

\_\_\_\_\_  
LAUREL STRAKER

\_\_\_\_\_  
ALYSON C. ROSS

\_\_\_\_\_  
MELINDA S. DAVIS

\_\_\_\_\_  
LESLIE A. HYLAND

**WORKING INTERERST OWNER**

**MOORE FAMILY HOLDINGS INC.**

**BY: \_\_\_\_\_**  
**LESTER D. MOORE, President**

STATE OF INDIANA )  
 ) SS.  
COUNTY OF VANDERBURGH )

I, the undersigned, a Notary Public, in and for the said County, in the State aforesaid, do hereby certify that LaQuinta Hatchett, of LaQuinta Hatchett Sc Tr U/A aka Hoyt & Elva Lovelace Family Tr, 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 (s)he signed 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 Notarial Seal, this 18<sup>th</sup> day of October, 2013.

Craig Kendall  
Notary Public  
Craig Kendall  
Printed Name of Notary Public  
I reside in Vanderburgh County,  
State of Indiana  
My Commission Expires Nov. 9, 2017

(SEAL)

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF TULSA )

I, the undersigned, a Notary Public, in and for the said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of Silverado Oil & Gas LLP, a limited liability partnership, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Officer, (s)he signed and delivered the said instrument of writing as such Officer of said limited liability partnership, pursuant to authority given by the Operating Agreement of said limited liability partnership, as his/her free and voluntary act and as the free and voluntary act and deed of said limited liability partnership for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Printed Name of Notary Public  
I reside in \_\_\_\_\_ County,  
State of Oklahoma  
My Commission Expires \_\_\_\_\_

(SEAL)

**EXHIBIT "B" TO NOTICE AND DECLARATION OF POOLING OF  
OIL AND GAS LEASES**

**PARKINSON-MOORE POOLED UNIT**

**LEASE NO. 1**

Oil and Gas Lease dated June 1, 2000 from Lester D. Moore and Joyce A. Moore, Lessor, to Lester D. Moore, Lessee, of record as Document 2000-4039, in the Recorder's Office of Gibson County, Indiana.

**LEASE NO. 2**

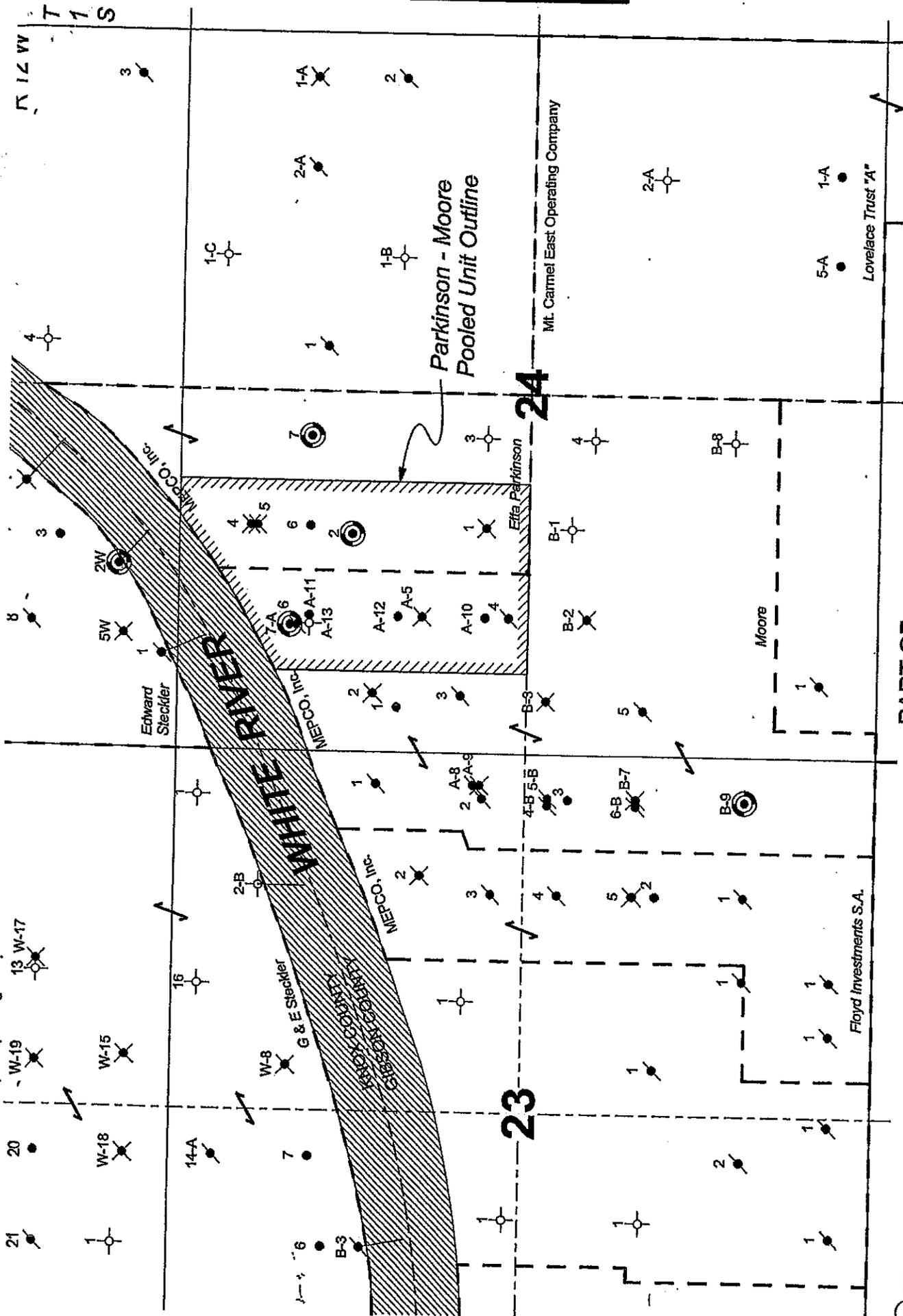
Oil and Gas Lease dated November 16, 1945 from Etta C. Parkinson, a spinster, Lessor, to Illinois Mid-Continent Company, Lessee, of record in Miscellaneous Oil and Gas Record 60, Page 321, in the Recorder's Office of Gibson County, Indiana.

EXHIBIT "C"

PARTICIPATION FACTORS, PARKINSON-MOORE POOLED UNIT; GIBSON  
COUNTY, INDIANA

TRACT	PARTICIPATION FACTORS
TRACT 1: The West Half of the East Half of the Northwest Quarter of Section 24, Township 1 South, Range 12 West lying South of the White River	50%
TRACT 2: The East Half of the West Half of the Northwest Quarter of Section 24, Township 1 South, Range 12 West lying South of the White River	50%

# EXHIBIT A



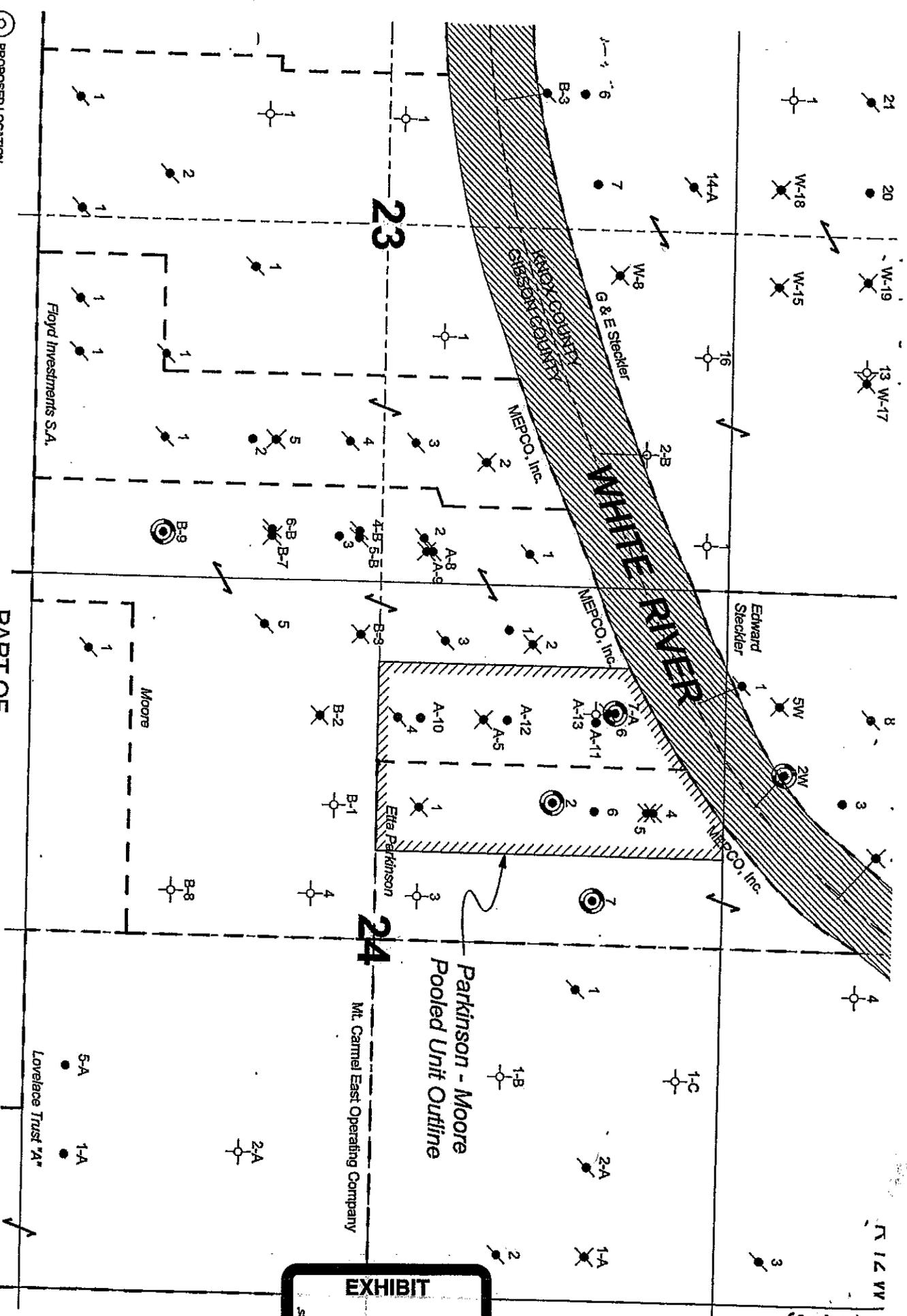
PART OF  
**MT. CARMEL CONSOLIDATED POOL**  
 GIBSON & KNOX COUNTIES  
 INDIANA

- PROPOSED LOCATION
- ⊗ PRODUCING OIL WELL
- ⊗ WATER INJECTION WELL
- ⊗ TEMPORARILY ABANDONED WELL
- ⊗ WATER SUPPLY WELL

- ⊗ PLUGGED OIL WELL
- ⊗ PLUGGED WATER INJECTION WELL
- ⊗ DRY HOLE

REVISED: 8/14/73

R 12 W  
T 1 S



# MT. CARMEL CONSOLIDATED POOL

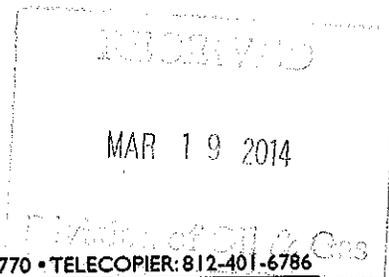
PART OF  
GIBSON & KNOX COUNTIES  
INDIANA

- PROPOSED LOCATION
- PRODUCING OIL WELL
- WATER INJECTION WELL
- TEMPORARILY ABANDONED WELL
- WATER SUPPLY WELL

- PLUGGED OIL WELL
- PLUGGED WATER INJECTION WELL
- DRY HOLE

REVISED: 6/14/13

Case DOG-1-2014



21 S.E. THIRD STREET • SUITE 900 • EVANSVILLE, INDIANA 47708 • TELEPHONE: 812-401-6770 • TELECOPIER: 812-401-6786  
www.jacksonkelly.com

William C. Illingworth  
wcillingworth@jacksonkelly.com

March 17, 2014

Mr. Herschel L. McDivitt, Director  
Division of Oil and Gas  
Department of Natural Resources  
402 West Washington Street, Room W-293  
Indianapolis, IN 46204

**RE: PARKINSON-MOORE 1-H  
W/2 E/2 NW/4 S24-T1S-R12W, GIBSON COUNTY INDIANA  
CAUSE NO.: DOG-1-2104  
JACKSON KELLY PLLC CLIENT/MATTER NO.: 26701/303**

Dear Director McDivitt:

Pursuant to our conversation this past week, I am writing to advise as to contact that the Petitioner in the above-referenced matter has had with M. Dee Claude. I have spoken with the landman agent for the Petitioner, Craig Kendall, and he has advised as follows:

On August 27, 2013, correspondence was sent to M. Dee Claude requesting her signature on the "Parkinson-Moore Notice and Declaration of Pooling of Oil and Gas Leases," the form of which was supplied with our petition in the above-referenced matter. A copy of this letter is enclosed herewith. No response to the letter occurred.

Following the letter sent to Ms. Claude, it was learned that a local operator, Jay Dee, is a relative of Ms. Claude. Mr. Dee was contacted concerning the Parkinson-Moore Notice and Declaration of Pooling of Oil and Gas Leases and Mr. Dee provided additional contact information for Ms. Claude consisting of a phone number and an e-mail address.

On October 1, 2013, an e-mail was provided to Ms. Claude inquiring as to receipt of the letter sent on August 27, 2013. A copy of this e-mail is enclosed herewith. No response to the e-mail occurred.

On at least three occasions following October 1, 2013, phone calls were made to Ms. Claude and messages left concerning the Parkinson-Moore Notice and Declaration of Pooling of

Parkinson-Moore 1-H  
Cause No.: DOG-1-2104  
W/2 E/2 NW/4 S24-T1S-R12W, Gibson County, Indiana  
Page 2

Oil and Gas Lease. The landman agent for Petitioner does not recall the exact dates that these phone calls and messages occurred. No response to these phone calls and messages occurred.

Given the failed attempts to contact Ms. Claude, the instant petition was filed in this case.

Thank you and should you have any questions or additional concerns, please let me know.

Sincerely,

**JACKSON KELLY PLLC**

By: William C. Illingworth

WCI/wi  
Enclosures

RECEIVED

MAR 19 2014

DEPARTMENT OF OIL & GAS

# HYDROCARBON INVESTMENTS, INC.

7235 N. GREEN RIVER ROAD  
EVANSVILLE, IN 47725-7322

CRAIG KENDALL, PRESIDENT

TELEPHONE 812-867-8011  
FAX 812-867-8012

August 27, 2013

M. Dee Claude  
c/o Andrew Leigh  
3151 7<sup>th</sup> St.  
Boulder, CO 80304-2511

Re: Etta Parkinson Lease #21027  
Moore Lease #51096  
Gibson Co., IN

Dear Ms. Claude:

As an overriding royalty interest owner in the Etta Parkinson Lease, Mr. Lester Moore of MEPCO, Inc., would appreciate your signing the enclosed "Parkinson-Moore Notice and Declaration of Pooling of Oil and Gas Leases." This agreement allows MEPCO, Inc., to pool the two leases into one unit, making it more efficient and economical to operate.

Please sign where indicated, have your signature notarized, and return in the enclosed prepaid envelope.

If you have any questions, please call Craig Kendall at 1-812-453-8378,

Thank you for your cooperation.

Sincerely,

Craig Kendall  
President

CK:lb

Enclosures



# Etta Parkinson and Moore Leases

---

From: **Hydrocarbon Investments, Inc.** (hydrocarboninvestments@hotmail.com)

Sent: Tue 10/01/13 3:07 PM

To: info@solmayarentals.com (info@solmayarentals.com)

Bcc: Craig Kendall (rckendall@hotmail.com)

2 attachments

PARKINSONMOOREltr.doc (26.0 KB) , Declaration of Pooling\_Parkinson-Moore Unit[1].doc (2.3 MB)

Ms. M. Dee Claude  
c/o Andrew Leigh  
3151 7th St.  
Boulder, CO 80304

Re: Etta Parkinson and Moore Leases  
Gibson Co., IN

Dear Ms. Claude:

On August 27, 2013, we mailed the attached letter to you along with a document, "Parkinson-Moore Notice and Declaration of Pooling" to be executed by you. Since we haven't heard back from you, we wanted to check to be sure you received it. If you didn't, please let us know your correct mailing address as soon as possible and we will send it again.

If you have any questions, please call me at 812-453-8378 any time.

Thank you,

Craig Kendall, President  
**Hydrocarbon Investments, Inc.**  
**7235 N. Green River Rd.**  
**Evansville, IN 47725-7322**  
**812-867-8011**  
**812-867-8012 Fax**  
**812-453-8378 Cell**

