



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

ATTEST

President

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B
ALTA Commitment for Title Insurance 8-1-16

AT-4229

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

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Fidelity National Title Insurance Company

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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27C165B
ALTA Commitment for Title Insurance 8-1-16

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9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Fidelity National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Jody Fletcher
Issuing Office: American Title Agency of Lenawee
ALTA® Universal ID: 1171448
Commitment No.: AT-4229
Issuing Office File No.: AT-4229
Property Address: 13216 & 13286 White Pine Hwy., Morenci, MI 49256

SCHEDULE A

1. Commitment Date: September 30, 2020 at 12:00 AM
2. Policy to be issued:
 - (a) ALTA Owners Policy (02/03/10)
Proposed Insured: To be determined
Proposed Policy Amount: TBD
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

The Estate of Terold D. Wood, deceased
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO AND MADE A PART HEREOF

American Title Agency of Lenawee

By: _____
Elizabeth Halabu, President

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27C165B
ALTA Commitment for Title Insurance 8-1-16 - Schedule A

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from The Estate of Terold D. Wood, deceased vesting fee simple title in party to be insured.
5. Record the death certificate of Terold D. Wood in the Office of the Lenawee County Register of Deeds.
6. Submit a copy of the Letters of Authority from the Estate of Terold D. Wood, deceased.
7. Note: The following must be shown on deed:
 - 1) This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associations may be used and are protected by the Michigan Right to Farm Act.

In addition, a statement in substantially the following form:

 - 2) The grantor grants to the grantee the right to make ____ divisions under Section 108 of the Land Division Act, Act No. 288 of Public Acts of 1967.
8. Record a discharge of the mortgage for \$ [REDACTED] given by Terold D. Wood to GreenStone Farm Credit Services, ACA dated March 7, 2016 and recorded March 10, 2016 in [Liber 2522, Page 302](#), Lenawee County Records. (Parcels 1 and 2)
9. Record a release of the Farmland Development Rights Agreement dated March 1, 2011 and recorded April 4, 2011 in [Liber 2421, Page 271](#), Lenawee County Records. (Parcel 1)
10. 2020 Summer Taxes in the amount of \$1,554.63 are PAID.
2019 Winter Taxes in the amount of \$2,995.78 are PAID.
All previous years are PAID.

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27C165B
ALTA Commitment for Title Insurance 8-1-16 - Schedule B, Part I

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SCHEDULE B, PART I
(Continued)

Property Address: 13216 White Pine Hwy., Morenci, MI 49256
Tax ID: ME0-203-2280-00 (Parcel 1)
Special Assessments: NONE
Agricultural: 100%
SEV: \$136,800; Taxable: \$135,022

2020 Summer Taxes in the amount of \$885.36 are PAID.
2019 Winter Taxes in the amount of \$1,805.91 are PAID.
All previous years are PAID.
Property Address: 13286 White Pine Hwy., Morenci, MI 49256
Tax ID: ME0-203-2260-00 (Parcel 2)
Special Assessments: NONE
PRE: 100%
SEV: \$104,200; Taxable: \$76,895

11. Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving land that is associated with these activities.

NOTE: The policy to be issued does not insure against unpaid water, sewer, electric or gas charges, if any, that have not been levied as taxes against these lands. (Meter readings should be obtained and adjusted between appropriate parties.)

NOTE: In the event that the Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection at any Company office.

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ALTA Commitment for Title Insurance 8-1-16 - Schedule B, Part I

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SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
3. All easements, right of ways, streets, roads, or railways affecting the land not shown on by the public records.
4. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the premises.
5. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Retroactive assessments for taxes against the land, and all interest and penalties which may accrue.
8. Interests of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records.
9. Interests, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.
10. Affidavit attesting that qualified agricultural property or qualified forest shall remain qualified agricultural property recorded January 28, 2011 in [Liber 2417, Page 978](#), Lenawee County Records. (Parcel 1)
11. Oil and gas lease for a primary term of 5 years in favor of Southwest Energy, Inc. dated November 11, 1994 and recorded March 7, 1995 in [Liber 1349, Page 435](#), Lenawee County Records; now held through various assignments. (Parcels 1, 2 and other land)
12. Easement in favor of Consumers Power Company as evidenced by instrument recorded in [Liber 342, Page 244](#), Lenawee County Records. (Parcels 1 and 2)

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SCHEDULE B, PART II
(Continued)

13. Subject to the rights of the public or any governmental unit over any part of subject property taken, deeded or used for road, street or highway purposes.
14. Easement in favor of Citizens Light & Power Company as evidenced by instrument recorded in Liber 346, Page 425, Lenawee County Records; now held by Consumers Power Company under deed recorded in [Liber 354, Page 455](#), Lenawee County Records. (Parcels 1 and 2)

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Fidelity National Title Insurance Company

SCHEDULE C

The land referred to in this Commitment is described as follows:

Land in the Township of Medina, County of Lenawee, State of Michigan, described as follows:

Parcel 1:

All that part of the Northeast fractional 1/4 of Section 3, Town 9 South, Range 1 East, described as commencing on the East line of the Northeast 1/4 of fractional Section 3 at a point located 710.68 feet North from the East 1/4 corner of said Section 3, running thence West at right angles to said line 550.0 feet; thence North parallel with the East line of said Northeast fractional 1/4 of Section 3, 550.0 feet; thence East 550.0 feet to said East line; thence South along said line 550.0 feet to the place of beginning; EXCEPTING THEREFROM all that part of the Northeast fractional 1/4 of Section 3, Town 9 South, Range 1 East, described as beginning on the East line of Section 3 aforesaid, 1042.38 feet North 00°00'00" East from the East 1/4 corner of said Section 3; thence North 90°00'00" West 245.00 feet; thence North 00°00'00" East 200.00 feet; thence North 90°00'00" East 245.00 feet to the East line of said Section 3; thence South 00°00'00" West 200.00 feet along the said East line of Section 3 to the point of beginning.

Parcel 2:

All that part of the Northeast fractional 1/4 of Section 3, Town 9 South, Range 1 East, described as beginning on the East line of Section 3 aforesaid, 1042.38 feet North 00°00'00" East from the East 1/4 corner of said Section 3; thence North 90°00'00" West 245.00 feet; thence North 00°00'00" East 200.00 feet; thence North 90°00'00" East 245.00 feet to the East line of said Section 3; thence South 00°00'00" West 200.00 feet along the said East line of Section 3 to the point of beginning.

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27C165B
ALTA Commitment for Title Insurance 8-1-16 - Schedule C

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LIBER 2488 PAGE 0555 1 of 2

STATE OF MICHIGAN - LENAWE COUNTY
RECORDED 05/14/2014 02:38:33 PM D.QU
Carolyn S. Bator, REGISTER OF DEEDS \$17.00



QUIT CLAIM DEED

The Grantor, Karen L. Wood, an unmarried woman whose address is 826 Stetson St.
Tecumseh, MI 49286, convey and quit claim to Terold D. Wood, an
unmarried man whose address is 13216 White Pine Highway Morenci, MI 49256 the following
described premises located in the township of Medina, county of Lenawee, State of Michigan
described as:

See attached.

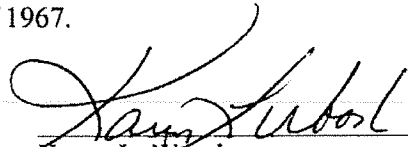
Commonly known as 13216 White Pine Highway, Morenci, Michigan 49256

for the sum of One Dollar subject to easements, restrictions, reservations, and rights-of-way of
record.

This property may be located within the vicinity of farmland or a farm operation. Generally
accepted agricultural and management practices which may generate noise, dust, odors, and
other associations may be used and are protected by the Michigan Right to Farm Act.

The grantor grants to the grantee the right to make all lawful divisions under Section 108 of the
Land Division Act, Act No. 288 of Public acts of 1967.

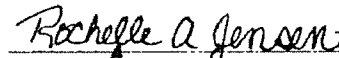
Dated this 9th day of May, 2014


Karen L. Wood

STATE OF MICHIGAN)
)ss.
COUNTY OF LENAWE)

The foregoing instrument was acknowledged before me this 9th day of May, 2014
by: Karen L Wood, an unmarried woman.

Prepared by:
Karen L Wood
826 Stetson St
Tecumseh, MI 49286


Rochelle Jensen, Notary Public
County of Lenawee
Acting in Lenawee County, Michigan
My commission expires: 12/18/2017

When recorded mail to:
Terold D. Wood
13216 White Pine Highway
Morenci, MI 49256

\$17.00 GFC5 5285 W 45 223 Adrian MI 49221-8487

Property Description

Parcel 1:

All that part of the Northeast fractional 1/4 of Section 3, Town 9 South, Range 1 East, described as commencing on the East line of the Northeast 1/4 of fractional Section 3 at a point located 710.68 feet North from the East 1/4 corner of said Section 3, running thence West at right angles to said line 550.0 feet; thence North parallel with the East line of said Northeast fractional 1/4 of Section 3, 550.0 feet, thence East 550.0 feet to said East line; thence South along said line 550.0 feet to the place of beginning.

EXCEPTING THEREFROM all that part of the Northeast fractional 1/4 of Section 3, Town 9 South, Range 1 East, described as beginning on the East line of Section 3 aforesaid 1042.38 feet North 00 degrees 00' 00" East from the East 1/4 corner of said Section 3; thence North 90 degrees 00' 00" West 245.00 feet; thence North 00 degrees 00' 00" East 200.00 feet; thence North 90 degrees 00' 00" East 245.00 feet to the East line of said Section 3; thence South 00 degrees 00' 00" West 200.00 feet along the said East line of Section 3 to the point of beginning.

Parcel 2:

All that part of the Northeast fractional 1/4 of Section 3, Town 9 South, Range 1 East, described as beginning on the East line of Section 3 aforesaid 1042.38 feet North 00 degrees 00' 00" East from the East 1/4 corner of said Section 3; thence North 90 degrees 00' 00" West 245.00 feet; thence North 00 degrees 00' 00" East 200.00 feet; thence North 90 degrees 00' 00" East 245.00 feet to the East line of said Section 3; thence South 00 degrees 00' 00" West 200.00 feet along the said East line of Section 3 to the point of beginning.

RCUD AM11:07 MAR29 '11 LENAWEE

MED-203-2280-00 Pg 3/29/2011
RCUD AM11:10 APR 4 '11 LENAWEE

LIBER 2421 PAGE 0271 1 of 2

STATE OF MICHIGAN - LENAWEE COUNTY
RECORDED 04/04/2011 02:34:25 PM AG
Victoria J. Daniels, REGISTER OF DEEDS \$17.00



STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT



THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 1st day of March AD, 2011, by and between Terold D. Wood & Karen L. Wood, husband & wife hereinafter referred to as the "Owner" and the Department of Agriculture for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of Lenawee, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows:

All that part of the NE frac 1/4 of Section 3, T9S R1E, desc as comm on the line of the NE 1/4 of frac Sec 3 at a point located 710.68 ft N from the E 1/4 corner of sd Sec 3, runn th W at right angles to sd line 550.0 ft, th N para with the line of sd NE frac 1/4 of sec 3, 550.0 ft, th E 550.0 ft to sd E line, th S along sd line 550.0 ft to the POB, EXCEPTING THEREFROM all that part of the NE frac 1/4 of Section 3, T9S R1E, desc as beginn on the E line of Sec 3 aforesaid 1042.38 ft N 00deg00'00" E from the E 1/4 corner of sd Sec 3, th N 90deg00'00" W 245.00 ft, th N 00deg00'00" E 200.00 ft, th N 90deg00'00" E 245.00 ft to the E line of sd Sec 3, th S 00deg00'00" W 200.00 ft along the sd E line of Section 3 to the POB. All land is located in Section 3, T9S R1E, Medina County, Lenawee County, Michigan. (6)

This Agreement shall serve notice of the removal and replacement of a similar Agreement recorded in Liber 2396, Page 0752, 1 & 2 in the Lenawee County Register of deeds Office at 4:00:14 PM on January 19, 2010.

WHEREAS, Subject Property is now devoted to agricultural uses and uses compatible thereto; and WHEREAS, the Owner and State of Michigan desire to limit the use of Subject Property to agricultural uses and uses compatible thereto in order to preserve a maximum of agricultural land, to conserve Michigan's economic resources, to maintain the agricultural economy, to assure a supply of food and fiber for future residents of the State and to discourage the premature and unnecessary conversion of agricultural land to more intensive uses, recognizing that such land has public value as agricultural land and constitutes an important physical, social, aesthetic and economic asset to the Owner and the State; and

WHEREAS, both the Owner and the State of Michigan intend that the terms, conditions and restrictions of this Agreement be consistent with those Agreements authorized by Part 361 of the Natural Resource and Environmental protection Act, Act 451 of the Public Acts of 1994 (being Sections 324.36101 to 324.36117 of Michigan Compiled Laws annotated).

NOW, THEREFORE, the parties hereto for and in consideration of benefits to each of them accruing by virtue hereof AGREE that:

1. This Agreement is made and entered into pursuant to the provisions of Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 and all of the provisions of said Act are incorporated herein by reference and made a part thereof.
2. A structure shall not be built on the Subject Property except for use consistent with farm operations, which includes a residence for an individual essential to the operation of the farm under section 36111(2)(b), or lines for utility transmission or distribution purposes or with the approval of the local governing body and the state land use agency.
3. Land improvements shall not be made except for use consistent with farm operations or with the approval of the local governing body and the state land use agency.
4. Any interest in the subject property shall not be sold except a scenic, access or utility easement which does not substantially hinder farm operations.
5. Public access is not permitted on the land unless agreed to by the owner.
6. The exploration and extraction for natural gas and oil is hereby permitted provided the Department of Agriculture shall be notified by the owner when such activity takes place. The extraction of other surface and sub-surface minerals is hereby prohibited unless specifically approved by the Department of Agriculture, and the Medina Township Board.
7. The term of this Agreement shall be for forty (40) years, commencing on the 1st day of January, 1979, and ending on the 31st day of December, 2018.
8. This agreement may be terminated subject to the same provisions and with like penalties as set forth in Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 for the termination of said Agreements.
9. If the Subject Property is sold to another party whose name does not appear on this Agreement, the seller must obtain a signed statement from the purchaser which declares that the purchaser will honor all conditions and restrictions contained in this Agreement and declares that the purchaser will assume responsibilities for all payback and/or penalty provisions provided by law.
10. This Agreement shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, successors, trustees and assigns to the parties.

IN WITNESS THEREOF, the party(ies) have executed this Agreement as of the date above written.

(X) Terold D. Wood
Terold D. Wood

(X) Karen L. Wood
Karen L. Wood

(X) _____
13216 White Pine Hwy
Morenci MI 49256

(X) _____
46-7942B-123118 79SPLIT/TRANS(2/2)#
lls

17⁰⁰ see 2nd page

Prepared by and Return to:
James A. Johnson, Director
ENVIRONMENTAL STEWARDSHIP DIVISION
✓ MICHIGAN DEPARTMENT OF AGRICULTURE
PO BOX 30449
LANSING MI 48909-7949

STATE OF MICHIGAN)

) ss.
COUNTY OF Lenawee

On this 1st day of March AD 2011, before me, a Notary Public, personally appeared **Terold D. Wood** to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

(x) Jennifer L. Blaker
Notary Public

My Commission Expires: 4/11/2013 Lenawee County, MI acting in Lenawee County, MI

STATE OF MICHIGAN)

) ss.
COUNTY OF LENAWEE



JENNIFER L. BLAKER
Notary Public, Lenawee Co., MI
My Comm. Expires April 11, 2013
Acting in the County of _____

On this 2 day of MARCH AD 2011, before me, a Notary Public, personally appeared **Karen L. Wood** to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

DEBBIE BECK
Notary Public, Lenawee Co., MI
Acting in Lenawee Co., MI
My Comm. Expires May 17, 2013

(x) Debbie Beck
Notary Public

My Commission Expires: 5-17-2013 LENAWEE County, MI acting in LENAWEE County, MI

STATE OF MICHIGAN)

) ss.
COUNTY OF _____

On this _____ day of _____ AD _____, before me, a Notary Public, personally appeared _____ to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

(x) _____
Notary Public

My Commission Expires: _____ County, MI acting in _____ County, MI

SPACE BELOW FOR DEPARTMENT USE ONLY

State of Michigan
Department of Agriculture

By: Richard A. Harlow
Richard A. Harlow, Program Manager
Farmland & Open Space Preservation Program
Environmental Stewardship Division

STATE OF MICHIGAN)

) ss.
COUNTY OF INGHAM

On this 16 day of March AD 2011, before me, a Notary Public in and for said County personally appeared **Richard A. Harlow**, Program Manager, to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act of the Department of Agriculture for the State of Michigan in whose behalf he acts.

Katharine McGarry
Katharine McGarry, Notary Public
Eaton County acting in Ingham County, Michigan
My Commission Expires: January 28, 2013

LIBER 2421 PAGE 0271 2 of 2



1160-203-2280-00 33 1-28-11 ✓

Michigan Department of Treasury
3676 (Rev. 3-10)This form is issued under authority of P.A. 260 of
2000 and P.A. 378 of 2006. Filing is mandatory.**Affidavit Attesting that Qualified Agricultural Property or Qualified Forest
Shall Remain Qualified Agricultural Property**

INSTRUCTIONS: This form must be filed to claim that a transfer of property is not a statutory transfer of ownership because the property will continue to be qualified agricultural or qualified forest property. This form must be filed with the register of deeds for the county in which the qualified agricultural property is located and then with the assessor of the local tax collecting unit where this property is located.

| | | |
|---|---|---|
| 1. Street Address of Property 13216 White Pine Hwy | | 2. County Lenawee |
| 3. City/Township/Village Where Real Estate is Located Medina | | <input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village |
| 4. Name of Property Owner(s) (Print or Type) Terold & Karen Wood | 5. Property ID Number (from Tax Bill or Assessment Notice) ME0-203-2280-00 | |
| 6. Legal Description (Legal description is required; attach additional sheets if necessary) see attached | 7. Percentage of This Property Which is Currently and Will Remain Qualified Agricultural Property (#7 does not apply to the Qualified Forest Program) 100% | |
| 8. Daytime Telephone Number | 9. E-mail Address | |

CERTIFICATION & NOTARIZATION (Notarization necessary for recording with Register of Deeds)

I certify that the information above is true and complete to the best of my knowledge. I further certify that the property noted on this affidavit currently is and will remain qualified agricultural or qualified forest property.

Signed TEROLD D. WOOD
Name (Print or Type) TEROLD D. WOOD
Title OWNER

Must be signed by owner, partner, corporate officer, or a duly authorized agent.

State of MICHIGANCounty of LENAWEEAcknowledged before me this 26th
day of January, 2011By Terold D. WoodNotary Signature Rebecca A. LayName of Notary (Print or Type) Rebecca A. LayNotary Public, State of Michigan,
County of LENAWEE
My commission expires: 2/27/2011
Acting in the County of LENAWEEDrafter's Name TEROLD D. WOOD
Drafter's Address 13216 WHITE PINE HWY
MORENCI, MI 49256**LOCAL GOVERNMENT USE ONLY**

Is the percentage stated above in number 7 the current percentage of the property that is qualified agricultural property? ☐ Yes ☐ No ☐ N/A (Qualified Forest Only)

If not, what is the correct percentage of the property that is currently qualified agricultural property? _____

| | |
|----------------------|------|
| Assessor's Signature | Date |
|----------------------|------|

17. kels Wood

✓ Prustig

Land in the Township of Medina, County of Lenawee, State of Michigan, described as follows:

Parcel 1:

All that part of the Northeast fractional 1/4 of Section 3, Town 9 South, Range 1 East, described as commencing on the East line of the Northeast 1/4 of fractional Section 3 at a point located 710.68 feet North from the East 1/4 corner of said Section 3, running thence West at right angles to said line 550.0 feet; thence North parallel with the East line of said Northeast fractional 1/4 of Section 3, 550.0 feet; thence East 550.0 feet to said East line; thence South along said line 550.0 feet to the place of beginning.

EXCEPTING THEREFROM all that part of the Northeast fractional 1/4 of Section 3, Town 9 South, Range 1 East, described as beginning on the East line of Section 3 aforesaid 1042.38 feet North 00 degrees 00' 00" East from the East 1/4 corner of said Section 3; thence North 90 degrees 00' 00" West 245.00 feet; thence North 00 degrees 00' 00" East 200.00 feet; thence North 90 degrees 00' 00" East 245.00 feet to the East line of said Section 3; thence South 00 degrees 00' 00" West 200.00 feet along the said East line of Section 3 to the point of beginning.

LEASE NO. _____

OIL AND GAS LEASE PAID UP

LIBER 1349 PAGE 435

AGREEMENT: Made and entered into the 11th day of November 19 94

by and between

ROBERT L. BECK and KAREN A. BECK, HUSBAND AND WIFE

of 13216 WHITE PINE HIGHWAY, MORENCI, MICHIGAN 49256 hereinafter called lessor (whether one or more),

and SOUTHWEST ENERGY, INC., 306 CLUB PARK DRIVE, ABERDEEN, MS 39730 hereinafter called lessee:

1. Witnesseth: That the said lessor, for and in consideration of \$10.00 Dollars and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged and the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demise, 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, exploring and operating for oil and gas including the uses of the seismograph and other geophysical and geological methods, and of laying of pipe lines with the right to install and maintain lines to convey water, oil, steam, electricity, air and gas to, from, over, or across said premises, and of building tanks, power stations, and structures thereon to produce, save and take care of said products, and further does hereby grant unto lessee to act as lessor's agent to enter into a unit plan for development of operations and to make a Declaration for lessor to effectuate such a plan vesting in the agent the authority to do for his principal any lawful act performable by the principal, all that certain tract of land situated in the

Township of MEDINA & SENECA County of LENAWEE State of MICHIGAN

described as follows, to-wit:

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

of Section _____, Township _____, Range _____, and containing 665.2829 acres, more or less, and including all lands and interests therein, contiguous or appurtenant to said described land and owned or claimed by lessor, whether or not specifically described above. If this land is riparian to, bounds, or embraces within its boundaries a stream, lake or other body of water, then all of lessor's oil and/or gas rights and lands under said bodies of water, and all area now or hereafter added by accretion, are included and covered by this lease.

2. It is agreed that this lease shall remain in force for a primary term of Five (5) years from this date, and as long thereafter as operations are conducted upon said land or upon a Unit which includes all or part of said land with no cessation for more than 90 consecutive days. Provided, in the event of production of oil and/or gas in paying quantities during said primary term or during any extension of this lease pursuant to other terms hereof, the provision for "no cessation for more than 90 consecutive days" set forth above shall be extended to "no cessation for more than 180 consecutive days." Whenever used in this lease the word "operations" shall refer to any of the following activities, preparing location for drilling, drilling, testing, completing, 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.

3. In consideration of the premises the lessee covenants and agrees

To deliver to the credit of lessor, free of cost, into tank reservoirs or into the 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, or at the lessee's option may pay to the lessor for such one-eighth (1/8) royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

To pay lessor one eighth (1/8) of the gross proceeds at the wellhead, payable quarterly, for the gas from each well where gas is found, while the same is being used off the premises, and if used in the manufacture of gasoline of a royalty of one eighth (1/8), payable monthly at the prevailing market rate for gas at the wellhead.

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 wellhead.

Lessor agrees to pay one eighth (1/8) of any and all taxes levied or assessed upon the production of oil or gas from said land, and lessee is hereby authorized to pay such taxes and assessments on behalf of lessor and to deduct the amount so paid from any monies, payable to lessor hereunder.

4. If any well, capable of producing oil and/or gas, located on the leased lands, or on lands pooled or communitized with all or part of the leased lands, is at any time shut-in and production therefrom is not sold or used off the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut-in, whether before or after expiration of the primary term. Lessee shall use reasonable diligence to market oil and/or gas capable of being produced from such shut-in well, but shall be under no obligation to reinject or recycle gas, or to market such oil and/or gas under terms, conditions, or circumstances which in Lessee's judgement are uneconomic or otherwise unsatisfactory. For each well shut-in on the leased land, or on lands pooled or communitized with all or part of the leased lands, Lessee shall be obligated to pay or tender to Lessor in the same manner provided for payment of delay rentals within 60 days after expiration of each period one year in length (annual period) during which such well is shut-in, as royalty, the sum of \$1.00 multiplied by the number of acres subject to this lease, provided, however, that if production from said well or wells is sold or used off the premises before the end of any such period, or, if at the end of any such annual period this lease is being maintained in force and effect other than by reason of such shut-in well, Lessee shall not be obligated to pay or tender said sum of money for that annual period for any shut-in well on the leased lands. Lessee is not to be in any way liable for insufficient supply caused by the use of pumping stations, breakage of lines, or otherwise; and nothing herein shall prevent the lessee from abandoning any well or wells and removing the pipe therefrom. The lessee shall have the right to utilize all hydrocarbons produced from the premises, free of cost, for power, on this and adjoining premises, including but not limited to any waste or casinghead gas produced on the premises.

5. This lease is a paid up lease for the primary term and shall require no rental payments.

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

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said land. The amount of such damage payment shall be based upon the fair market value of actual crops destroyed. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

8. For the purpose of oil and/or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than one hundred sixty (160) acres, more or less, and or a gas development unit of not more than six hundred forty (640) acres, more or less, but lessee shall in no event be required to drill more than one well on said unit. Each unit may be created by lessee's recording in the Register of Deeds Office within the county or counties in which said unit is situated, an instrument identifying the unit so created. If such gas well or wells as contemplated by this clause shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all covenants, expressed or implied, in this lease and lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by the lessor within the limitation of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

9. For purposes of promoting the development of shallow hydrocarbon production, Lessee is granted the power to pool and utilize this lease into a development pooled unit of up to 2,560 acres. This grant shall only be effective if Lessee drills or has drilled no later than one (1) year from declaration of pooling, at least one well completed in a shallow formation (as hereinafter defined) for each 160 acres of the pooled unit. This special pooling grant is only effective as to shallow formations hereby defined as geologic formations from the surface to the top of the Traverse Limestone Formation. The

15⁰⁰ Robert Boisvert

15⁰⁰

pooled unit must consist of all contiguous acreage but may be any combination of governmental quarter-quarter sections with at least one common side. To utilize this pooling grant Lessee shall file with the Register of Deeds of the relevant county or counties a declaration of the exact description of the unit formed pursuant to this clause. Subject to fulfilling the above described drilling requirements, such declaration is all that is required to establish the pooled unit. If such gas well or wells as contemplated by this clause shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all covenants, expressed or implied, in this lease. Lessor shall receive on hydrocarbon production thus pooled such proportion of the royalty stipulation herein reserved as the amount of Lessor's acreage placed in the unit bears to the total acreage so pooled in the particular declared unit, regardless of which wells the production actually comes from. After one such unit has been declared, Lessee may add other lands to such unit up to the limit of 2,560 acres provided that such lands in turn have a well drilled and completed per each 160 acres.

10. Notwithstanding anything to the contrary herein contained or implied by law, all present and future laws and regulations of any governmental agency pertaining to well spacing, use of material equipment or otherwise shall be binding on the parties hereto with like effect as though incorporated herein at length, provided however that no government regulation shall be interpreted to require more wells than one (1) for each one hundred (100) acres for shallow hydrocarbon production as provided in and pursuant to Paragraph #9 of this lease. If drilling or other operations are delayed, hindered or prevented by any such laws, rules or regulations at the expiration of the primary term hereof, the primary term shall extend for a period equal to the full term of such hindrance, delay or prevention and for a period of six (6) months thereafter.

11. If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on Lessee until thirty (30) days after Lessee has been furnished with a written transfer or assignment or a true copy thereof, and rentals shall be adjusted in accordance with such change of ownership or assignment at the next succeeding rental anniversary after receipt by Lessee of evidence satisfactory to Lessee of such change of ownership or assignment. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said Lessee or any assignee thereof shall make due payments of said rentals, however, the Lessee making due payments, shall, after notice, have 30 days to cure the default.

12. Lessor expressly grants to Lessee the right to inject water, brine or other fluids produced from these leased premises or lands other than said leased premises for disposal. The injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water.

13. Lessor hereby warrants and agrees to defend the title to said lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payments, any mortgage, taxes, or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof and the undersigned lessors for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made as recited herein.

14. Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to the Lessor, if lease is not recorded, or by placing a release thereof of record in the proper county, if lease is recorded. And if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

15. In the interest of conservation, the protection of reservoir pressures, or the recovery of the greatest ultimate yield of oil and gas, Lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining, repressuring and re-cycling facilities, and for such purposes may locate such facilities, including input wells, upon the leased premises.

16. At Lessee's option the primary term of this lease may be extended from 5 years to 10 years by paying or tendering to Lessor, on or before the expiration of said primary term, a bonus of \$ 17,000 per acre for the land then covered hereby, said bonus to be paid or tendered to Lessor by U.S. mail at the above address.

17. If during the primary term of this Lease, or any extension thereof, Lessor receives a bona fide written offer to enter into a new Oil and Gas Lease from any third party and such offer is acceptable to Lessor, Lessee shall have the first right to have the new lease executed in its favor, upon the same terms and conditions. Said right shall be exercised by Lessee within thirty (30) days from the date Lessee receives written notice from Lessor or said right shall terminate.

IN TESTIMONY WHEREOF WE SIGN, This the 11th day of November, 19 94

Witnesses:

David N. Parson
(DAVID N. PARSON)

James H. Hov
(JAMES H. HOV)

Robert L. Beck
ROBERT L. BECK
SS#: 7609

Karen A. Beck
KAREN A. BECK

STATE OF MICHIGAN
COUNTY OF LENAWEE

On this 11th day of November A.D. 19 94, before me the undersigned a Notary Public in and for said county, in the State aforesaid personally appeared

ROBERT L. BECK and KAREN A. BECK, HUSBAND AND WIFE

to me known as the person(s) described in and who executed the foregoing instrument and acknowledged that they had executed the same as Jointly act and deed.

Notary Public Macomb County

My commission Expires 08 19 1999, Acting in LENAWEE County.

State of MICHIGAN

BILL NELSON
Notary Public, Macomb County, MI
My Commission Expires Aug. 19, 1999

EXHIBIT "A"

Attached to Oil and Gas Lease dated November 11th, 1994 between

ROBERT L. BECK and KAREN A. BECK, HUSBAND AND WIFE
Lessor(s) and SOUTHWEST ENERGY, INC., Lessee.

TOWNSHIP 9 SOUTH, RANGE 1 EAST

SECTION 2: 6 acres in the SW/corner of the W/2 of NE/4 being 60 rods East & West by 16 rods North & South; ALSO the E/2 E/2 NW/4; ALSO the W/2 NE/4 EXCEPT 6 acres in the SW/corner being 60 rods East & West by 16 rods North & South. ALSO the W/2 SE/4 lying North of Territorial Road.

SECTION 3: The NE FRL/4.

SECTION 4: The NE FRL/4 Section 4 EXCEPT land out of the SE/corner of NE FRL 1/4 Section 4 being 360 feet East & West by 300 feet North & South.

SECTION 8: All that part of NE/4 of Section 8 which lies North of State Line, between Michigan and Ohio EXCEPT land beginning 255 feet South from the NE/corner Section 8 being 235 feet North & South by 415 feet East & West containing 2.239 acres.

TOWNSHIP 9 SOUTH, RANGE 2 EAST

SECTION 6: All that part of the NE/4 of Section 7-T9S-R2E, and all that part of the N/2 & S/2 of Section 6-T9S-R2E, and being all or a part of Lots 39, 48, 66, 69 and 75, Assessor's Plat No. 2, City of Morenci, Seneca Township, Lenawee County, Michigan, described as commencing at the North 1/4 corner of Section 7-T9S-R2E, and running thence South 02° 58'39" East along the North and South 1/4 line of Section 7 355.26 feet to the intersection of said line with the Michigan-Ohio State line; thence North 86° 24'00" East along said State line 1739.09 feet to the center line of the Tiffin River; thence North 10° 59'00" West along the center line of said River 422.19 feet; thence North 20° 00'43" East 98.00 feet; thence continuing along said center line North 66° 12'05" East 408.80 feet; thence North 61° 46'39" West 277.85 feet; thence North 7° 12' 28" East 225.61 feet; thence South 47° 33' 01" West 345.05 feet; thence South 84° 07' 27" West 130.86 feet; thence continuing along said center line South 69° 06' 55" West 136.47 feet; thence North 45° 23' 13" West 220.82 feet; thence South 70° 36' 52" West 131.24 feet; thence North 70° 59' 46" West 145.09 feet; thence continuing along the center line of the Tiffin River North 55° 23' 09" West 157.48 feet; thence North 23° 16' 21" West 250.00 feet; thence North 18° 46' 12" West 337.54 feet; thence North 58° 23' 04" West 213.60 feet; thence continuing along the center line of the Tiffin River North 28° 07' 01" West 292.06 feet; thence North 34° 20' 48" East 154.83 feet; thence North 24° 01' 18" West 600.80 feet; thence North 13° 54' 03" West along said center line 222.04 feet; thence North 3° 10' 39" West 388.30 feet to the intersection of said center line with the Easterly extensions of the North line of Lot 39, Assessor's Plat No. 2, City of Morenci; thence South 87° 33' 30" West along the Easterly extension of said North line of Lot 39 and the North line of Lot 39 202.01 feet to the NW/corner of said Lot 39; thence South 3° 10' 30" East 20.0 feet; thence North 87° 33' 30" East 132.00 feet; thence South 3° 11' 00" East 366.75 feet; thence South 88° 49' 40" West 132.00 feet to the West line of Lot 69 of said Plat; thence North 3° 12'23" West along said line 249.85 feet; thence North 3° 10' 30" West 134.05 feet to the NW/corner of said Lot 39; thence South 87° 33' 30" West along the South line of Main Street 16.50 feet to the NE/corner of Lot 70, said Assessor's Plat No. 2; thence South 3° 10' 30" East along the East line of said Lot 70 256.48 feet (record 261.40 feet) to the SE/corner of said Lot 70, (being also the center post of Section 6-T9S-R2E); thence South 88° 35' 30" West (record S 88° 34' 46" W) 258.80 feet; thence South 3° 24' 00" East (record S 03° 23' 44" E) 270.07 feet; thence South 88° 37' 54" West 533.70 feet; thence South 15° 47'

Attached to Oil and Gas Lease dated November 11th, 1994 between

ROBERT L. BECK and KAREN A. BECK, HUSBAND AND WIFE
Lessor(s) and SOUTHWEST ENERGY, INC., Lessee.

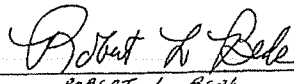
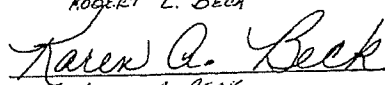
00" West 113.69 feet; thence North 74° 09' 10" West 231.12 feet to the Easterly line of Gorham Street; thence South 15° 47' 00" West along said line 15.00 feet to the NW/corner of Lot 76, said Assessor's Plat No. 2, City of Morenci; thence South 74° 09' 10" East along the Northerly line of said Lot 76 231.12 feet to the NE/corner of Lot 76; thence South 15° 48' 50" West along the Easterly line of Lots 76, 77, 78 and 79, of said Assessor's Plat No. 2 412.29 feet to the SE/corner of said Lot 79; thence North 73° 35' 37" West along the Southerly line of said Lot 79 16.52 feet to the NE/corner of Lot 80, Assessor's Plat No. 2; thence South 15° 47' 56" West along the Easterly line of said Lot 80 197.95 feet to the SE/corner of said Lot 80; thence North 89° 25' 42" East along the Southerly line of Lot 75, Assessor's Plat No. 2 549.90 feet; thence South 82° 39' 44" East along the Southerly line of said Lot 75 510.20 feet to the SE/corner of Lot 75; thence South 3° 24' 14" East along the West line of Lot 67, Assessor's Plat No. 2 (being also the North and South 1/4 line of Section 6) 1615.64 feet to the place of beginning. Containing 78.4001 Acres and subject to easements. Parcel extends to the center line of Tiffin River.

TOWNSHIP 8 SOUTH, RANGE 1 EAST

SECTION 31: Land beginning at the SW/corner of SE/4, running thence North 160 rods, thence East 85 7/8 rods, thence South 160 rods, thence West 85 7/8 rods to point of beginning EXCEPT land beginning 1364.70 feet West from the SE/corner, running thence West 201 feet, thence North 415 feet, thence East 201 feet, thence South 415 feet to point of beginning containing 1.9149 acres.

SECTION 32: The SW/4 NW/4; ALSO the W/2 of SW/4 EXCEPT land beginning 475 feet West from the SE/corner of SW/4 SW/4 Section 32, running thence West 229 feet 6 inches, thence North 367 feet, thence East 229 feet 6 inches, thence South 367 feet to point of beginning containing 1.9 acres.

SECTION 34: The S/2 SW/4 SE/4.


ROBERT L. BECK

KAREN A. BECK

RECORDED
JENNIFER D. HART
REGISTER OF DEEDS
1995 MAR -7 AM 10:14
LEHMAN COUNTY
ADRIAN, MICH.

Albert Poucher
 Received for Record the 1st day of March A. D. 1937, at 2:30 o'clock P. M.
 Parcel No. 19,
 T 9 S, R 1 E,
 Lenawee County
 Minnie L. Brown - Register.
 TO
 Consumers Power Company
 Albert Poucher and Laura R. Poucher, his wife, and in her own right

first part, ~~ies~~, in consideration of One Dollar (\$ 1.00)
 to them paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, second
 party, receipt of which is hereby acknowledged, Convey and Warrant to the second party, its successors and assigns, Forever, the easement
 and right to erect, lay and maintain lines consisting of ~~poles~~, poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting
 and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel of land, including
 all public highways upon or adjacent to said parcel, is situate in the Township of Medina
 County of Lenawee, and State of Michigan, to-wit:

The northeast fractional one-quarter ($\frac{1}{4}$) of Section three (3), Township nine (9) South, Range
~~one~~ one (1) East.

The route to be taken by said lines of ~~poles~~, poles, wires, cables and conduits across, over and under said land being more specifically described as follows:

One line of poles to be set south of and not more than 183 feet from the center line of the
 highway on the north side of said land; one line of poles to be set west of and not more than 233
 feet from the center line of the highway on the east side of said land; also conveying the right to
 erect and maintain lines of poles and wires leading laterally from said lines of poles to the north
 line of said land and to the east line of said land,

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times
 upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and ~~poles~~ poles
 and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines
 of wires, cables or other conductors for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time
 may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed
 under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this
 easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized.

Second party to pay first party for any damage to crops in erecting and maintaining said lines
 of poles and wires.

Witness the hand and seal of the part, ~~ies~~ of the first part, this 5th day of December 1936
 Signed, Sealed and Delivered in Presence of
 Fay V. Townley
 Ben Lenfestey
 Albert Poucher
 Laur a R. Poucher
 L. S. S.
 L. S. S.
 L. S. S.
 L. S. S.

STATE OF MICHIGAN, } ss. On this 5th day of December 1936, before me, a Notary Public of
 COUNTY OF LENAWEE, }
 Jackson County, Michigan, acting in Lenawee County, personally appeared
 Albert Poucher and Laura R. Poucher
 to me known to be the same person named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be
 their free act and deed.

My commission expires September 16, 1940

Fay V. Townley
 Notary Public, Jackson Co., Mich.

STATE OF MICHIGAN, } ss. On this day of 19, before me, a Notary Public of
 COUNTY OF LENAWEE, }
 County, Michigan, acting in Lenawee County, personally appeared
 to me known to be the same person named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be
 free act and deed.

My commission expires 19

Notary Public, Co., Mich.

FROM Ralph L. Goodremont, et al
TO Citizens Light & Power Co

Received for Record the 9th day of July
A. D. 19 37, at 11:20 o'clock A. M. *Minnie Brown Rep. Register*

EASEMENT
THE CITIZENS LIGHT & POWER COMPANY

The Undersigned, Ralph L. Goodremont and Eleva Goodremont

being the owners of the premises hereinafter described, and Albert Poucher
being the holder of a mortgage against said premises, grantors, for and in consideration of the sum of One Dollar, (\$1.00) and other considerations, to us paid by The Citizens Light & Power Company, a Michigan Corporation, the grantee, do hereby give and grant unto the grantee, its successors and assigns, an easement and right of way, as described below, for distribution lines for electric current upon and over lands of grantor, situate in the Township of Seneca, County of Lenawee, and State of Michigan, and being in NE 1/4 of NE Fract. 1/4 of Section 3, which said lands are described as follows:

Bounded on the North by lands now or formerly owned by Highway
Bounded on the East by lands now or formerly owned by Ralph Smith
Bounded on the South by lands now or formerly owned by Thos. Dwyer
Bounded on the West by lands now or formerly owned by Highway

The easement herein granted is more definitely described as follows:

Centerline of said right of way to be located not more than 75 feet south of the south line of the highway bounding Grantor's property on the north as said highway line is now or may hereafter be determined.

No poles to be located in Grantor's field west of farm buildings.

The easement and right of way herein granted includes the right to enter upon said lands and erect, operate and permanently maintain thereon the usual fixtures and equipment required for the transmission and distribution of electric current, and the right to trim and keep trimmed any and all trees which may interfere with or endanger the safe and efficient operation of the lines.

To Have and to Hold the said easement and right of way to said Grantee, its successors and assigns, forever.

Signed and Acknowledged in the Presence of:

Frank D. Miles

Carl B. Rogers

Ralph L. Goodremont

Eleva Goodremont

STATE OF MICHIGAN, } ss. On this 7 day of July, A. D. 19 37, before me, the
COUNTY OF LENAWEE, } subscriber, a Notary Public, in and for the said County, personally appeared
Ralph L. Goodremont and Eleva Goodremont

to me known to be the same person described in and who executed the foregoing instrument, who acknowledged the same to be their free act and deed.

(Seal) Carl B. Rogers

My commission expires January 14, 19 41

Notary Public, in and for Lenawee County, Michigan.

Signed and Acknowledged in the Presence of:

Albert Poucher

Mary A. Wyckoff

Carl B. Rogers

State of Michigan } ss. On this 7 day of July, A. D., 1937, before me, the subscriber
County of Lenawee } ~~Notary Public~~, a Notary Public, in and for said County, personally appeared ~~the same person~~
~~and who executed the foregoing instrument, who acknowledged the same to be his free act and deed.~~
~~who acknowledged that they, and each of them, did sign the foregoing instrument as their respective act and deed.~~

IN WITNESS WHEREOF, I have hereunto subscribed my name this 19 day of July 19 37

(Seal) Carl B. Rogers

My commission expires January 14, 19 41

Notary Public, Lenawee County.