

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Assurance Title Company LLC
Issuing Office: 120 West 8th Street
Auburn, IN 46706
Issuing Office's ALTA® Registry ID: 1125584
Loan ID Number:
Commitment Number: 25-1510
Issuing Office File Number: 25-1510
Property Address: 702 County Road 39, Waterloo, IN 46793
Revision Number:

SCHEDULE A

1. Commitment Date: August 22, 2025 at 8:00 AM
2. Policy to be issued:
 - a. 2021 ALTA Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**
Proposed Amount of Insurance: **\$1.00**
The estate or interest to be insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is: fee simple
4. The Title is, at the Commitment Date, vested in: The devisees of the Last Will and Testament of Garry L. Mertz, deceased, subject to the rights of Kevin Mertz, Personal Representative of the estate of said decedent which is being administered without supervision in the Superior Court of DeKalb County, Indiana under cause number 17D02-2504-EU-000038.
5. The Land is described as follows: *See Exhibit A attached hereto and made a part hereof.*

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: *Alisole Q Hood*
Authorized Signatory

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81C170B

ALTA Commitment for Title Insurance (7-1-21)

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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.
5. If Assurance Title Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.
6. Duly authorized and executed Deed from Kevin Mertz, Personal Representative of Garry L. Mertz Estate, to Proposed Insured, to be executed and recorded at closing.
7. NOTE: Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure. (1 S.D. - 2 parcels)
8. Vendors, (Sellers), Closing Affidavit to be furnished this office.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements or claims of easements not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance or other matter affecting the Land that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. NOTE: The Indiana statutes prohibit ownership of certain real property by certain foreign parties. The specific statutory language can be found at Indiana Code § 1-1-16-1, et seq. and IC 32-22-3-1, et seq. (“the Acts”). Any loss or damage resulting from a violation of the Acts is excluded under the terms of the Policy.
8. Taxes for 2024 payable 2025
Parcel No. 10-02-10-400-002
Tax Unit of Smithfield
State ID No. 17-02-10-400-002.000-018
May 10 \$190.84 PAID
November 10 \$190.84 PAID
Assessed Valuation: Land \$39,100 Improvements \$185,600
Exemptions \$48,000-H/ \$59,138-Supp/ \$14,000-Over 65
9. Annual assessment of \$43.76 for maintenance of J Hoffelder Drain 2025, PAID.
10. Annual assessment of \$6.24 for maintenance of Cedar Creek Drain 2025, PAID.

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11. Taxes for 2024 payable 2025
Parcel No. 10-02-10-200-008
Tax Unit of Smithfield
State ID No. 17-02-10-200-008.000-018
May 10 \$255.50 PAID
November 10 \$255.50 PAID
Assessed Valuation: Land \$9,200 Improvements \$31,700
Exemptions \$0
12. Annual assessment of \$21.68 for maintenance of J Hoffelder Drain 2025, PAID.
13. Annual assessment of \$6.24 for maintenance of Cedar Creek Drain 2025, PAID.
14. Taxes for 2025 due and payable 2026, and subsequent taxes.
15. Possible assessments for the reconstruction of regulated drains.
16. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
17. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
18. Right of way for drainage tiles, feeders and laterals, if any.
19. Rights of the public, State of Indiana, County of DeKalb and the municipality in and to that part of the premises taken or used for road purposes.
20. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
21. Oil & Gas Lease by and between L. G. Yost and Mary M. Yost, husband and wife and Roscoe R. Miller, dated September 4, 1957, recorded October 18, 1957, in Miscellaneous Record V page 517-518.
22. Right of Way Grant to the State of Indiana, dated July 10, 1934, recorded August 16, 1974 in Deed Record 158 page 92.
23. This commitment has been issued without a judgment search being made against the name insured.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of DeKalb, State of Indiana, and is described as follows:

Tract 1:

The North one-half (1/2) of the Northeast Quarter of the Southeast Quarter of Section 10, Township 35 North, Range 13 East, DeKalb County, Indiana, containing 20 acres more or less, excepting therefrom all that part of said North one-half (1/2) of the Northeast Quarter of the Southeast Quarter of said Section 10 lying East of the U.S. Highway No. 27 and containing 13 acres more or less. Said tract containing 7 acres, more or less.

Tract 2:

A part of the South half of the Northeast Quarter of Section 10 in Township 35 North, Range 13 East, Smithfield Civil Township, DeKalb County, Indiana, more particularly described as follows:

Commencing at a point of beginning (POB) at the intersection of the centerline of Old U.S. Highway numbered 27, now known as County Road numbered 39 with the South line of the Northeast Quarter Section of Section 10; thence running North 88 degrees 50 minutes 53 seconds West - 2001.64 feet along the aforesaid south line to a rebar found with "Russell Cap" at the apparent center of section 10; thence North 02 degrees 46 minutes 52 seconds East - 730.44 feet along the West line of said Northeast quarter section to a point that is 570.00 feet South 02 degrees 46 minutes 52 seconds West of the Northeast corner of tract # 6 as described; thence departing said Section line, South 89 degrees 26 minutes 36 seconds East - 1967.70 feet along the common line between tract #6 and tract #5 herein described, to the centerline of aforementioned County Road numbered 39; thence South 01 degree 32 minutes 26 seconds West - 109.00 feet along said road centerline to a point of curvature of a curve to the left having a radius of 11,209.64 feet and chord bearing South 00 degrees 05 minutes 59 seconds East - 641.74 feet; thence running 641.82 feet along the centerline long arc to it's intersection with the South line of said Northeast quarter section and place of beginning (POB); containing 33.662 acres more or less.

Excepting therefrom;

A tract of land divided from a 33.66-acre tract now owned by Garry Mertz recorded in document numbered 20604184, and located in part of the South half of the Northeast Quarter of Section 10, in Township 35 North, Range 13 East, Smithfield Civil Township, DeKalb County, Indiana, more particularly described as follows:

Commencing at a point of beginning (POB) at a rebar found with a Russell Engineering Associates cap (RER) at the center of said Section 10; thence North 02 degrees 46 minutes 52 seconds East 730.44 feet along the West line of said Northeast Quarter Section to a "David Monument" found, said point being 570.00 feet South 02 degrees 46 minutes 52 seconds West of the Northwest corner of the South half of the Northwest Quarter of said Section 10; thence departing said Section line, South 89 degrees 26 minutes 36 seconds East 1967.70 feet along the common line between Mertz tract and real estate now owned by John Surfus recorded in document number 20603873, to the centerline of County Road numbered 39 (old U.S. #27); thence South 01 degree 32 minutes 26 seconds West 109.00 feet along said road centerline to a point of curvature of a curve to the left having a radius of 11,209.64 feet and chord bearing South 00 degrees 05 minutes 59 seconds East 641.74 feet; thence running 377.82 feet along the curve centerline long arc to a point on said curve; thence departing said road centerline,

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North 88 degrees 50 minutes 53 seconds West 604.00 feet to a point in existing corn field; thence South 01 degree 03 minutes 55 seconds East 264.01 feet to the South line of said Northeast Quarter section; thence North 88 degrees 50 minutes 53 seconds West 1397.64 feet along said South line to the place of beginning (POB); containing 30.00 acres more or less.

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STATE HIGHWAY COMMISSION OF INDIANA
STATE HOUSE ANNEX
INDIANAPOLIS, INDIANA
RIGHT OF WAY GRANT

Proj. No. 401
Section A
Str. No. _____

Form & Receipt. Ok'd. 8.1.34
By W.L. Pennington

This indenture witnesseth that the undersigned, as grantors and sole owners of land in Dekalb County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the State of Indiana to improve, hereby grant, bargain and convey to the State of Indiana, for Right of Way, lands as described below and located by surveys and shown on plans on file in the office of the State Highway Commission of Indiana and attached plat dated _____ The description from said plans is as follows:

Plans on State Road No. 27, A. Project No. 401 Sec. A Str. No. _____
Plans dated 5-4-34

#11408
RECEIVED FOR RECORD
9:05 of clock P.M. and Recorded
In Record 158 Page 22
AUG 16 1974

From Station to Station	Distance in feet is from center line as shown on the above designated plans to the new Right of Way line consented to	
	Left Side of Center Line	Right Side of Center Line
291 + 30 to 294 + 04.5	50 to 50 feet	_____ feet
294 + 04.5 to 295 + 25	50 to 40 feet	_____ feet
295 + 25 to 297 + 77	40 feet	_____ feet
291 + 10 to 295 + 00	_____ feet	50 feet
295 + 00 to 297 + 08.4	_____ feet	50 to 40 feet
297 + 08.4 to 297 + 77	_____ feet	40 feet

The above and foregoing grant is made in consideration of payment by the State to Lucy M. Porter — Butler, Indiana R.R. 2 the sum of Seventy four & 40/100 Dollars (\$ 74.40).

It is further understood and agreed that this conveyance transfers only the right to make, construct and maintain such highway on said lands and use any material lying within the above described limits suitable for use in constructing and maintaining said highway and does not convey any rights to any minerals or other substances underneath the surface, except as it may be used for the construction or maintenance of such improved highways. All growing timber and its products are hereby reserved to the undersigned, providing the undersigned takes it out of the way of construction.

The undersigned Lucy M. Porter & Jay M. Porter her husband, being duly sworn, says that he, she (is) or they (are) the sole owner(s) of the above described property, and said grantors further represent that there are no encumbrances, leases, liens or options of any kind or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the State Highway Commission of Indiana to pay to them the amount herein stipulated:

None 10-35-13

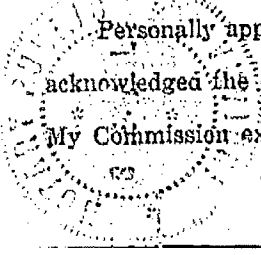
Paid by Warrant No. A-413198

Dated 9-14-1934 (Grantor) Lucy M. Porter (Grantor)
Jay M. Porter (Grantor)

State of Indiana, County of Dekalb ss:

Personally appeared before me Lucy M. & Jay M. Porter and acknowledged the execution of the above agreement this 10 day of July 1934

My Commission expires _____
Notary Public



My commission expires Jan. 19. 1937

10-35-13

Misc V-517

#8031

OIL AND GAS LEASE

AGREEMENT Made and entered into the 4th day of September, 1957, by and Between L. G. Yost and Mary M. Yost, husband and wife, of Waterloo, Indiana, hereinafter called Lessor (whether one or more) and Roscoe R. Miller, 2717 Yacht Club Blvd., Ft. Lauderdale Florida hereinafter called lessee:

Witnesseth: That the said lessor, for and in consideration of One and 75/100 Dollar cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of lessee 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, and the exclusive right of injecting water, brine and other fluids into subsurface strata, all that certain tract of land situate in the township of Smithfield, County of DeKalb, State of Indiana, described as follows, to-wit:

of Section 10, Township 35 N, Range 13 E, and containing 7 acres, more or less.

It is agreed that this lease shall remain in force for a primary term of five (5) years from this date and if lessee shall commence to drill within said primary term or any extension thereof, the said lessee shall have the right to continue drilling to completion with reasonable diligence and said term shall extend as long thereafter as oil and gas, or either of them, is produced by lessee from said land or from a communitized unit as hereinafter provided.

In consideration of the premises the lessee covenants and agrees:

- 1st. 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 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 the 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 4th day of March, 1958, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or the lessor's credit in the lessor's Bank at or its successors, which shall continue as the depository regardless of changes in ownership of said land, the sum of one and 75/100 dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well for six (6) 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 postoffice, with sufficient postage and properly addressed to the lessor, or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred.

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

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for 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 operation to growing crops on said land. 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.

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 approximately forty (40) acres and/or a gas development unit of approximately one hundred sixty (160) acres or six hundred forty (640) acres. If and when drilling for gas hereunder is done, lessee proposes that if a 160 acre unit is determined upon, the well

shall be located in the approximate center of such gas development unit and that if a 640 acre unit is determined upon, a diagonal spacing pattern will be followed but lessee shall in no event be required to drill more than one gas well on said unit. If such oil or gas well 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 the covenants, expressed or implied, in this lease, and lessor shall participate in the one-eighth (1/8) oil and/or gas royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by the lessor within the limitations of such development unit bears to the total number of acres included therein.

Whenever any well or wells on said lands shall be used by lessee for the injection of water, brine or other fluids produced from lands other than said leased premises for disposal as a conservation measure, lessee shall pay to lessor the sum of One Hundred Dollars (\$100.00) per year for each well so used in addition to all other consideration specified in this lease. The injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water and lessee agrees to protect adequately lessor's fresh water supply from injury as a result of any of its operations.

Notwithstanding anything to the contrary herein contained or implied by law, all present and future rules and regulations of any governmental agency pertaining to well spacing, use of material and equipment, or otherwise shall be binding on the parties hereto with like effect as though incorporated herein at length. At the option of lessee, a diagonal well spacing pattern may be followed.

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 the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assigns or assignees of such part or parts shall fail to make default in the payment of the proportionate part of the rent 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 payment of said rentals.

While there is a gas well on this lease, or on acreage pooled therewith, but gas is not being sold or used, Lessee may pay as royalty at monthly intervals a sum equal to one-twelfth (1/12) of the amount of the annual rental payable in lieu of drilling operations during the primary term on the number of acres subject to this lease at the time such payment is made, and if such payment is made or tendered, it will be considered that gas is being produced from this lease in paying quantities.

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, his payments, any mortgages, 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 effect the purpose for which this lease is made as recited herein.

If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks. Provided, however, if the leased premises consist of two or more non-abutting tracts, this paragraph shall apply separately to each such non-abutting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be inoperative as to such portion so consolidated.

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.

IN TESTIMONY WHEREOF WE SIGN, This, the 4th day of Sept. 1957.

Witnesses:
Merlyn O. Goff
Herman Buchs

L. G. Yost (SEAL)
Mrs. Mary M. Yost (SEAL)

ACKNOWLEDGEMENT

STATE OF INDIANA) ss:
COUNTY OF DEKALB)

On this 4 day of Sept. A.D., 1957, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared L. G. and Mary M. Yost to me known as the persons described in and who executed the foregoing instrument and acknowledged that they had executed the same as their free act and deed.

(NOTARY SEAL)
My commission expires Jan. 12, 1960

Mildred Reindahl
Notary Public DeKalb County
Acting in DeKalb County, Ind.

The above and foregoing is a true copy recorded October 18, 1957 at 3:00 P.M. CST.

Mildred Reindahl
R. C. O. R. D. E. R.