

OIL AND GAS LEASE Producers 88 Special P. and G. Revised

Page 16 Agreement, Entered into this 10th day of February 1965, by and between Florence O. Wade, a widow of

Jesse E. Ott and Valma Ott, his wife, of R.R.#2, Albion, Indiana.

hereinafter called lessor (whether one or more) and William M. Noble and/or Mary A. Noble, his wife, whose post office address is R.R.#6, Columbia City, Indiana, hereinafter called lessee:

WITNESSETH, That lessor, for and in consideration of One and 0/10 C. DOLLAR cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements herein contained, does hereby grant, demise, lease and let unto said lessee for the purposes of exploring by geophysical or other methods, drilling for, producing and saving oil, gas and casinghead gas, operating alone or jointly with neighboring lands; and for all purposes incidental thereto the following lands in the County of Noble, State of Indiana, to-wit: The West side of the South Half of the Southeast Quarter of section 11, Township 33 North, Range 9 East, containing 24 acres, more or less, also, the North part of the West side of the Northeast Quarter of section 14, Township 33 North, Range 9 East, containing 39 acres, more or less.

It is agreed that this lease shall remain in force for a primary term of Ten (10) years from date hereof and as long thereafter as oil, gas or casinghead gas is produced from the leased premises or operations are continued as herein provided.

In consideration of the premises lessor shall be entitled to the following royalties: 1st. The equal 1/8 part of all oil produced and saved from the leased premises delivered to the credit of lessor free of cost in the pipe line to which lessee may connect its wells, or, at lessee's option, the market value for such 1/8 part at the price prevailing in the field for oil of like grade and gravity on the day such oil is run into the pipe line or into storage tanks. 2nd. The equal 1/8 part of the gross proceeds received by lessee for gas sold from each well where gas only is found and 1/8 of the market value at the price prevailing in the field for all such gas. 3rd. The equal 1/8 part of the gross proceeds received by lessee for gas sold from any oil well and 1/8 of the market value at the price prevailing in the field for all such gas off the premises or in the manufacture of casing head gasoline or dry commercial gas. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from date hereof, this lease shall terminate as to both parties unless lessee on or before that date shall pay or tender to lessor or to lessor's credit in Albion National Bank at Albion, Indiana, or its successor which shall be lessor's agent and continue as the depository regardless of change of ownership of said land, the sum of \$63.00 which shall operate as a rental and cover the privilege of deferring the commencement of such operations for one year from said date.

If within the primary term of this lease, lessee shall drill a dry hole on the above lands before he finds production, or, if after he finds production, it should cease from any cause during the primary term, this lease may be kept in force by commencing operations for the drilling of another well on said lands or by paying the next rental, in either case, on or before the next rental date, or if the dry hole is drilled or production ceases during the last year of the primary term by commencing said operations before the end thereof; And it is agreed that upon resumption of the payment of rentals as hereinabove provided, the last preceding paragraph hereof governing the payment of rentals and the effect thereof shall continue in force as though there had been no interruption in the delay rental payments.

Should any depository bank hereafter close without a successor or should lessee be in doubt about there being a legal successor to said bank, or should any depository bank refuse to act as such depository or refuse to act excepting upon terms not acceptable to lessee, then lessee may deposit rentals in any other bank located in the same county as the first bank named, due notice of the deposit of such rentals to be mailed to the lessor at his last known post office address. If said lessee owns a lease interest in the above described land then the entire and undivided fee simple estate therein, then the rentals and royalties herein provided shall be due to the lessor only in the proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use free of cost, oil, gas, casinghead gas and water produced on said land for its operations thereon except water from wells on said land by making his own connections with the wells of his own risk and expense. When requested by lessor, lessee agrees to bury its lines below plow depth and, so far as in his judgment is suitable, to locate roads, ditches, wells, roads, telephone lines, tanks, powers, power lines, plants and other structures necessary for the operation of the above lands alone or conjointly with neighboring lands, so as to interfere as little as possible with lessor's use and enjoyment of said premises.

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

If, at the expiration of the primary term of this lease or any extension thereof, oil, gas or casinghead gas is not being produced from the leased premises but lessee is engaged in operations for the drilling of a well thereon, this lease shall continue in force so long as said operations are prosecuted with reasonable diligence within the primary term of this lease; and no temporary cessation of production either before or after the primary term of this lease has expired due to accidents or conditions beyond the control of lessee or due to the repressuring or reworking of wells on the premises shall terminate this lease.

Lessee is hereby given the right at any time to assign or surrender this lease in whole or in part; and in case of a part, rentals may be apportioned and paid accordingly to the acreage on the lease or parts retained and on a part or parts assigned, and no failure to pay rentals or other default by the owner of a part of this lease shall defeat or affect any other part of this lease, the owner of which is not in default; in the event of surrender of a part of this lease, lessee shall file for record or mail to lessor at his last known post office address a duly executed release of the part surrendered.

Lessee shall not be bound by any change of ownership of the lands or mineral rights therein until he has been furnished with the original recorded conveyance containing a certified copy thereof, or in case the change of ownership is effected by or is evidenced by court proceedings, until he has been furnished with a certified copy of the proceedings; and no assignment of rents or royalties by lessor shall be binding upon lessee until he has been furnished with the original instrument. 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 be divided among the several owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage; Provided, however, if the leased premises consist of two or more non-contiguous tracts, the above provision shall apply separately to such non-abutting tracts, and, provided, further, if any part of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, said provision shall be inoperative as to such portion so consolidated.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any part thereof with other land, lease or leases in the immediate vicinity thereof, when, in the judgment of lessee, it is necessary, in order to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when so to do would, in the judgment of lessee, conserve the oil and gas in and under and that may be produced from said premises; and, in such case, such unit may contain not to exceed forty-three (43) acres, excepting that in cases where it may be necessary or convenient to combine a unit with an instrument identifying and describing the pooled unit. Notwithstanding anything contained in this lease to the contrary, the abandonment, drilling and operation of a well on the pooled unit and the production therefrom shall be treated as if the well were located on the lands covered by this lease, whether the well is located on said premises, or not, excepting only that out of production found on the pooled unit, in lieu of the royalties otherwise herein specified, lessor shall receive only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit bears to the total acreage so pooled in the unit. Provided lessee shall be under no obligation, express or implied, to drill more than one well to approximately 40 acres in a producing lime formation, or more than one well to approximately 20 acres in a producing sand formation, regardless of when, where or by whom producing offset wells may be drilled.

Lessee hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessee shall have the right at any time to pay delinquent taxes, and to redeem for lessor, by payment, any mortgages or other liens on the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any delay rentals which lessee may elect to pay to lessor, or any other amounts that may become due lessor under the terms of this lease may be applied by lessee upon the amount or amounts so paid by him on behalf of lessor under the provisions of this paragraph.

If at the time this lease expires lessee is using a well or wells on this lease for the injection into subsurface strata of water, brine or other fluids produced from other premises, lessee is hereby granted an easement for continuing such use as long as said wells shall be so used, lessee to pay to lessor for such use \$25.00 per well per year; but in no case shall injections be made into or above subsurface strata furnishing lessor fresh water for domestic or stock use. The provisions of this lease shall extend to and be binding upon lessee and his successors in title and all who subscribe it (as lessors), to the same extent as if their names and their names only appeared as lessors above, their heirs, devisees, representatives, successors and assigns.

All express or implied covenants of this lease shall be subject to all State and Federal Laws and to all executive orders, rules and regulations of State and Federal authorities, and this lease shall not be terminated in whole or in part, nor lessee held liable for any failure to perform thereunder if such performance is prohibited by or is in violation of any such law, order, rule or regulation. The undersigned lessors hereby surrender and release all rights of dower and homestead in the premises herein described in so far as said rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, We Sign as of the day and year first above written. Jesse E. Ott (SEAL), Valma Ott (SEAL), Florence O. Wade (SEAL)

This instrument was prepared by Myron J. Schroeder.

STATE OF Indiana

ILLINOIS AND INDIANA ACKNOWLEDGMENT

COUNTY OF Noble

SS.

I, Don P. Moroney, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Jesse E. Ott and Velma Ott, his wife, also, Florence O. Wade, a widow,

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

Given under my hand and Seal, this 12th day of February 1968. My commission expires February 17, 1968. Don P. Moroney, Notary Public.



ILLINOIS AND INDIANA ACKNOWLEDGMENT

STATE OF

SS.

COUNTY OF

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

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

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

ILLINOIS AND INDIANA ACKNOWLEDGMENT

STATE OF

SS.

COUNTY OF

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

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

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

KENTUCKY ACKNOWLEDGMENT

STATE OF

SS.

COUNTY OF

I, a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing instrument of writing from was this day produced to me in my County by the part and acknowledged before me by the said

to be act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office this day of 19. My commission expires: Notary Public.

OIL AND GAS LEASE

FROM TO

Date 19 Section Township Range County No. of Acres State of

STATE OF SS. County of

This instrument was filed for record on the day of Feb 1968, at 10:00 o'clock A.M., and duly recorded in book 562 Page 67 of the records of this office.

By Nathan C. Reeder Recorder Catherine L. Oldham Deputy

When Recorded Return to Wm M. Noble RR# 6, Columbus City, Ind.

RECEIVED FOR RECORD
JUSTIN K. HASS
NOBLE COUNTY RECORDER

990400807

99 APR 27 AM 9:47

AGRICULTURAL COMPATIBILITY FORM FOR IMPROVEMENT LOCATION PERMIT NUMBER: 99-064
OWNER: STEVEN Weber DATE: 4-23-99
TOWNSHIP: NOBLE SECTION: 14 ACREAGE: 5
PT NW4 NE4

LOCATION: _____

STATEMENT OF PROPOSED USE: ADDITION to Home

STATEMENT OF COMPATIBILITY: I have reviewed the Authorized Uses Table One of the Noble County Zoning Ordinance and understand what uses are permitted in Agricultural One and Agricultural Two Districts. My proposed use is compatible. WITHIN A TWO MILE RADIUS FROM MY PROPOSED USE IS: Livestock & crop

The owner of the herein described real estate (the Real Estate), for himself, and for all future owners and occupants of said Real Estate, or any parcel or subdivision thereof, for and in consideration of the right to develop the Real Estate hereby:

First, acknowledges and agrees that the Real Estate is in or adjacent to an area zoned for agricultural uses, which include, but are not limited to, production of crops, animal husbandry, land application of animal waste, the raising, breeding, and sale of livestock and poultry, including confinement feeding operations, use of farm machinery, and sale of farm products;

Second, waives any and all objections to any such agricultural uses on any real estate zoned for such uses within two miles of any boundary of the Real Estate, whether such uses currently exist, are enlarged, or changed in use in the future to another agricultural use;

Third, agrees that such agricultural uses, whether currently existing, or hereafter established, enlarged, or changed, do not constitute a nuisance so long as they are not negligently maintained, do not cause bodily injury to third parties, or directly endanger human health; and

Fourth, agree that this covenant is for the benefit of the Noble County Plan Commission and all persons engaged in agricultural uses within two miles of any boundary of the Real Estate and is enforceable by any of the foregoing; together with such other covenants as may be required by this Chapter and/or the Subdivision Control Ordinance, which commitments and covenants shall be recorded by the owner with the Noble County Recorder prior to the recording of any subsequent deeds or the issuance of any improvement location permits; and if the development requires a special exception, subdivision approval, or other approvals or permits, approval of the development plan shall be conditioned upon the applicant obtaining all such other approvals and permits, including, but not limited to, improvement location permits. In addition to the provisions of this ordinance, applicants shall also comply with all applicable federal, state and other local laws, rules and regulations. However, when such other laws, rules and regulations are less restrictive than the terms of this ordinance, then the terms of this ordinance shall apply.

Steven Weber
LEGAL PROPERTY OWNER

LEGAL PROPERTY OWNER

Exhibit A
J.K. Walker & Associates, P.C.

Land Surveying, Civil Engineering & Land Planning
William D. Kyler, L.S.
Kevin R. Michel, P.E. & L.S.
112 West Van Buren Street, Columbia City, IN 46725
Phone: 260-244-3640 Fax: 260-244-4640
www.walkersurveying.net
Email: mail@walkersurveying.net

HISTORICAL DESCRIPTION OF SURVEYED TRACT

(Per Deed Record 215 page 130)

A part of the Northeast Quarter, Section 14, Township 33 North, Range 9 East, more fully described as follows:

Commencing at a point East 242.5 feet from the Northwest corner of said Northeast Quarter; thence South 308.0 feet to an iron pin; thence South 84 degrees 29 minutes East 641.8 feet to an iron pin; thence North 01 degree 00 minutes East 369.76 feet to an iron pin, said pin lying on the North line of said Section 14, and also being the centerline of a county highway; thence West along said line 645.6 feet to the point of beginning. Containing 5.00 acres more or less.

Subject to all highways and utility easements of record.

FLOOD HAZARD STATEMENT

The accuracy of any flood hazard data shown on this report is subject to map scale uncertainty and to any other uncertainty in location or elevation on the referenced Flood Insurance Rate Map. The surveyed tract appears to be situated in Zone "C", which is not in a flood plain, as said land plots by scale on Community Panel Number 180183 0075B of the Flood Insurance Rate Maps for Noble County, Indiana, dated January 3, 1979.

THEORY OF LOCATION

This is a retracement boundary survey of part of the Northeast Quarter of Section 14, Township 33 North, Range 9 East, Noble County, Indiana, located at 1373W 200S, Albion, Indiana, and recorded in Deed Record 215, page 130 in the records of Noble County, Indiana.

The Northwest corner and the Northeast corner of said Northeast Quarter is county referenced. A Harrison marker was found at each of these corners and was held this survey.

A Mag nail was found at the Northwest corner and the Northeast corner of the surveyed tract.
An iron pin was found in the center of a concrete post found at the Southwest corner of the surveyed tract.
The center of a concrete post was found 2.5 feet South of and 1.7 feet West of the Southeast corner of the surveyed tract.

See survey for other monuments found near the surveyed tract.
See survey for monuments that are referenced.

SURVEYOR'S REPORT

In accordance with the Title 865 IAC 1-12 "Rule 12" of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties of the location of the lines and corners established on this survey as a result of:

(A) Availability and condition of referenced monuments.

See comments above concerning monuments set, or found and held this survey. The monuments found are in good condition unless otherwise noted. Certain monuments are referenced as shown.

(B) Occupation or possession lines.

None

(C) Clarity or ambiguity of the record description used and of adjoining's descriptions and the relationship of the lines of the subject tract with adjoining's lines.

The calculated distance from the Northwest corner of said Northeast Quarter to the Northwest corner of the surveyed tract is 342.10 feet, which varies from the recorded length of 242.5 feet as shown on this survey.

(Continued on page 2)

Date: November 9, 2012
Name: Weber, Steven R.
Address: 1373W 200S
Albion IN
Survey #: LH-146

Handwritten signature



J.K. Walker & Associates, P.C.

Land Surveying, Civil Engineering & Land Planning
William D. Kyle, L.S.
Kevin R. Michel, P.E. & L.S.
112 West Van Buren Street, Columbia City, IN 46725
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(Continued from page 1)

The calculated lengths and calculated bearings of certain lines of the surveyed tract vary from the recorded distances and recorded bearings as shown on this survey.

(D) The relative positional accuracy of the measurements.

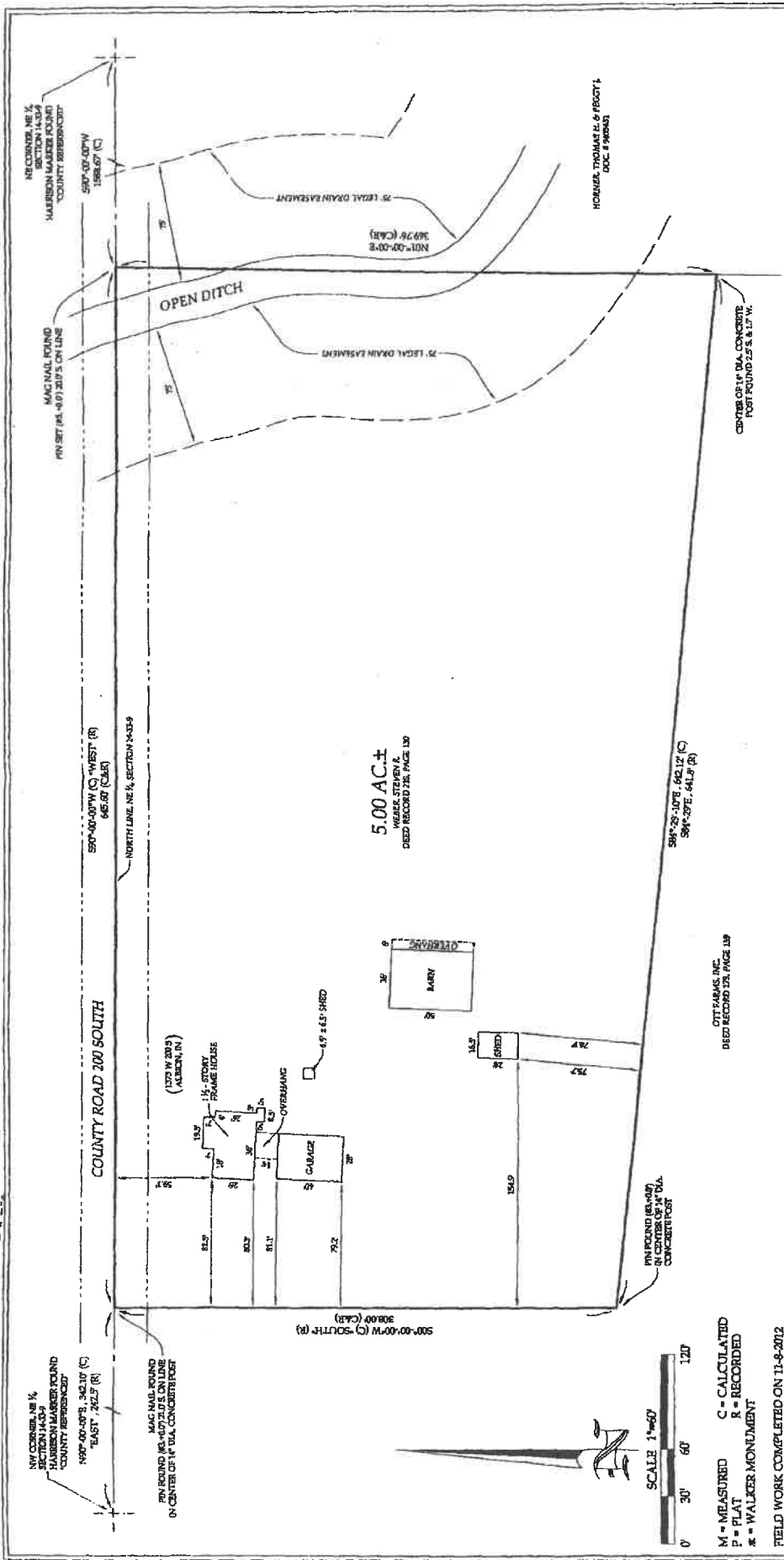
The Relative Positional Accuracy (due to random errors in measurements) of the corners of the subject tract established by this survey is within the specifications for Suburban surveys: 0.13 feet (40 millimeters) plus 100 parts per million as defined by IAC 865.

NOTES

1. This survey is subject to any facts and /or easement that may be disclosed by a full and accurate title search. The undersigned should be notified of any additions or revision that are required. The undersigned was not provided with a current title commitment for use on this survey.
2. For monuments found and set, see survey. All pins set are #5 Rebars with caps marked "Walker".
3. Origin of monuments unknown unless noted on survey.
4. Measurements of this survey are based on G.P.S. and/or E.T.S. traverse measurements.
5. Ownership research of the subject tract, and adjoining tracts, was obtained from current tax records on file in the Offices of the county Auditor and Recorder.
6. The Noble County Surveyor's Legal Drain Map shows a legal open drain in the Northeast part of the surveyed tract. Legal open drains have 75-foot wide drainage easements from the top of each bank. This open drain is shown on this survey. Prior to any construction of a permanent structure near the legal drain easement, the location of the top of the bank should be verified by the Noble County Surveyor.
7. Reference survey(s) by J.K. Walker & Associates, P.C., dated 09-30-03, 11-06-03.
8. I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Date: November 9, 2012
Name: Weber, Steven R.
Address: 1373W 200S
Albion IN
Survey #: LH-146





FOR: WEBER, STEVEN R.

SCALE: 1"=60'

DATE: 11-9-2012

DRAWN BY: RDP

PAGE: 3 OF 3

DRAWING NUMBER: LH-146



CERTIFICATE OF SURVEY

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, HEREBY CERTIFY THE HEREBON PLAT TO CORRECTLY REPRESENT A SURVEY AS MADE UNDER MY DIRECTION AND THAT THIS SURVEY AND ACCOMPANYING REPORT HAS BEEN COMPLETED IN ACCORDANCE WITH TITLE 865-IAC 1-12 AND ALL OTHER AMENDMENTS THERETO.

KRM

WALKER & ASSOCIATES
EST. 1966

112 WEST VAN BUREN STREET
COLUMBIA CITY, IN 46725
Phone: (260) 284-3460
Fax: (260) 284-6680
E-mail: info@walkerandassociates.com
www.walkerandassociates.com

**LAND SURVEYING, CIVIL ENGINEERING,
& LAND PLANNING**

FIELD WORK COMPLETED ON 11-9-2012

- M = MEASURED
- C = CALCULATED
- P = PLAT
- R = RECORDED
- W = WALKER MONUMENT

