

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

Issuing Agent: Lakeland Title Company

Issuing Office: 208 S. Detroit St.

LaGrange, IN 46761

Issuing Office's ALTA® Registry ID: 1040967

Loan ID Number:

Commitment Number: 26-2818

Issuing Office File Number: 26-2818

Property Address: E. 025 S., LaGrange, IN 46761

Revision Number:

SCHEDULE A

1. Commitment Date: September 3, 2026 at 8:00 AM
2. Policy to be issued:
 - a. 2021 ALTA Homeowner's Policy
Proposed Insured: **TBD**
Proposed Amount of Insurance: **\$1.00**
The estate or interest to be insured: **fee simple**
 - b. 2021 ALTA Loan Policy
Proposed Insured:
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: Freeman Jr. Nisley
5. The Land is described as follows: *See Exhibit A attached hereto and made a part hereof.*

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: 

Authorized Signatory

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land 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.

81C170B

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land 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.

81C170B

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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 Record
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title 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 by the Public Records.
6. Taxes for 2025 due in 2026 in the name of James L. Mishler
Each installment \$525.96, 1st installment PAID, 2nd installment UNPAID
Parcel #44-07-25-100-002.000-001 (INCLUDES OTHER REAL ESTATE)
Assessed Valuation: Land \$39,700.00, Improvements \$79,700, Exemptions \$6,084 (2%)
7. NOTE: 44-07-25-100-014.000-001
8. Taxes for the year 2026 are a lien, due in 2027, but are not yet due and payable.
9. Added improvements in place as of January 1, 2026, are subject to assessment which could increase the tax amounts due in 2027, in such cases, the Town or Township Assessor should be contacted relative to possible new assessment amounts.
10. The real estate tax information set forth above is all that is currently available in the county tax computer. Recent computer program changes may have rendered incomplete or inaccurate available date. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the Company nor its agents, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land 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.

81C170B

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

11. 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 evaluation 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.
12. Easement for Electrical lines and incidental purposes in favor of LaGrange County REMC, dated August 23, 1999, recorded August 23, 1999, as Instrument No. 99-8-443.
13. Oil and Gas Lease dated August 10, 1992, by and between Phillip Miller and Rose Miller, husband and wife, (Lessor) and Baltic Energy Corporation (Lessee), recorded January 14, 1993, as Instrument No. 93-1-293. Assigned to Bodhi Development Co, et al, recorded September 7, 1993, as Instrument No. 93-9-121.
14. Oil and Gas Lease dated May 3, 2007, by and between James L. Mishler (Lessor) and Aurora Oil & Gas Corporation (Lessee), recorded May 21, 2007, as Instrument No. 07050388.
15. The acreage indicated in the legal description is solely for the purpose of identifying the said tract of land and should not be construed as insuring the quantity of land.
16. The Address show 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 land.
17. 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- 22-3.5 ("the Acts"). Any loss or damage resulting from a violation of the Acts is excluded under the terms of the Policy.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land 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.

81C170B

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

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

A tract of land located in the Northwest Quarter of Section 25, Township 37 North, Range 10 East, in Bloomfield Civil Township, LaGrange County, the State of Indiana. Said tract being an Original Survey as prepared by Scott D. Zeigler, PS #LS29600008, dba Hand to the Plow Surveying, LLC; 5678 West – 350 South, Albion, Indiana 46701, being represented as Plat of Survey #37-10-25-400-002. Said tract being part of a 22.88+/- acre of a tract of land conveyed to James L. Mishler, as recorded in LaGrange County Document No. 99080286, and being more particularly described as follows, to-wit: Commencing at the Northwest Corner of said Section 25 being marked by a Harrison Marker (Pt#2401); thence South 88 degrees 20 minutes 18 seconds East (Grid – Indiana GCS – LaGrange County), along the North line of said Northwest Quarter, for 1,227.63 feet to the Northwest corner of said Mishler tract of land (Pt#569), said point being the Point of Beginning for this description; thence continuing South 88 degrees 20 minutes 18 seconds East, along the North line of said Northwest Quarter, for 68.00 feet to the Northwest Corner of the Northeast Quarter of said Northwest Quarter (Pt#565); thence continuing South 88 degrees 20 minutes 18 seconds East, along said North line of the Northwest Quarter, for 647.82 feet to the Northeast Corner of the West Half of the Northeast Quarter of said Northwest Quarter (Pt#568), said point also being the Northwest Corner of a tract of land conveyed to The Nature Conservancy, as recorded in LaGrange County Document No. 01110441; thence South 01 degrees 39 minutes 54 seconds East, along the East line of the West half of the Northeast Quarter of said Northwest Quarter, thru a #5 Zeigler Rebar (Pt#576), said line also being the common line between said Mishler and Nature Conservancy tracts of land, 608.55 to a #5 Zeigler Rebar (Pt#574); thence North 88 degrees 20 minutes 18 seconds West, parallel with the North line of said Northwest Quarter, for 718.22 feet to the West line of said Mishler tract of land, said point being marked by a #5 Zeigler Rebar (Pt#575); thence North 01 degrees 26 minutes 19 seconds West, along the West line of said Mishler tract, said line being parallel with and 68 feet West of the West line of the Northeast Quarter of said Northwest Quarter, thru a #5 Zeigler Rebar (Pt#577), for 608.41 feet to the Point of Beginning said tract containing 10.00 Acres, more or less.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land 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.

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



99.8.443
RECORDED OFFICE } IS
L.A. COUNTY REC'D }
23 August
1999 2:28 PM
Sharon Struiper
Deputy Recorder

**EASEMENT FOR UNDERGROUND AND OVERHEAD ELECTRICAL LINES
LAGRANGE COUNTY RURAL ELECTRIC MEMBERSHIP CORPORATION
LAGRANGE, INDIANA**

County LaGrange Twp. 37 Range 10 Section 25

RIGHT-OF-WAY EASEMENT

This indenture witnesseth that the undersigned, hereinafter referred to as "Grantor", for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant LaGrange County Rural Electrical Membership Corporation, hereinafter referred to as "Grantee", its successors or assigns, the right and easement to enter and/or continue upon and to place, construct, reconstruct, relocate, rephase, remove, repair, operate, and maintain on or under the above described real estate and/or in, upon, or under all streets, roads, or highways abutting said real estate, an electrical transmission and/or distribution line system (including increasing line capacity and changing or adding transmission or distribution lines); to cut, trim, eradicate, and control growth by chemical means, machinery, or otherwise, of trees and shrubbery located within 15 feet of the center line of said system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of growth or other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); and to license, permit, or otherwise agree to the joint use of occupancy of the line or system by any other person, association, or corporation, for electrification or communication purposes upon the following described real estate:

Said tract described in attached Exhibit "A"

This grant also includes a right of access to and from said real estate and Grantee's right-of-way for the purpose of connecting any part of said system to or from said property with Grantee's system to or from any other property on or coming on said system.

This easement includes such additional rights of use and occupancy as shall be necessary for the use, maintenance, and operation of Grantee's system on said right-of-way, including but not limited to anchors, guy wires, supporting poles, or structures and the like as they were originally constructed or may hereafter be constructed.

Grantor agrees that all poles, wires, cables, and other facilities, including any main service entrance equipment installed on or below the above-described real estate at Grantee's expense shall remain the property of Grantee, removable at its option upon termination of service to or on said real estate.

Grantor covenants that Grantor is the owner of the real estate on which this easement is granted and that said real estate is free and clear of any encumbrances, liens, or interest, which would nullify this grant of easement. Should this covenant be violated, the undersigned shall indemnify and hold harmless Grantee for any liabilities or costs it may incur as a result.

Grantor further covenants that Grantor has good right and authority to grant and convey the foregoing easement; Grantor guarantees the quiet possession thereof and covenants that Grantor will warrant and defend Grantee's title to the right-of-way and easement hereby granted against all persons.

IN WITNESS WHEREOF, this easement is signed as of the 23 day of Aug, 1999

James L. Mishler
Grantor's Signature

JAMES L. Mishler

Grantor's Name (Typed/Printed)

Grantor's Signature

Grantor's Name (Typed/Printed)

This instrument was prepared by LaGrange County R.E.M.C.

STATE OF INDIANA,)
COUNTY LaGrange) SS.

Personally appeared before me the undersigned, a Notary Public in and for said county and state who acknowledge the execution of the foregoing instrument to be his voluntary act and deed.

WITNESS my hand and notarial seal this 23rd day of Aug

Norma E. Miller (SEAL)
Notary Public NORMA E. MILLER

My Commission expires 3/14/2000

STATE OF INDIANA,)
COUNTY of _____) SS.

Personally appeared before me the undersigned, a Notary Public in and for said county and state who acknowledge the execution of the foregoing instrument to be _____ voluntary act and deed.

WITNESS my hand and notarial seal this _____ day of _____, 19____.

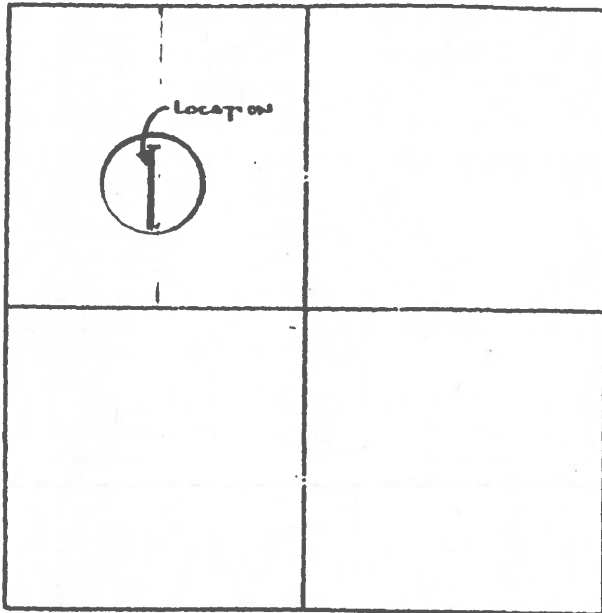
Notary Public (SEAL)

My Commission expires _____

EASEMENT MAP RECORD

99-8-443

LOCATION PLAT



SECTION 25 TOWNSHIP 37 RANGE 10

CONTRACT NO. _____

EASEMENT

ELECTRIC

GRANTOR JAMES L. MITCHER

COUNTY LACRANSE TWP. BLOOMFIELD

TOWN _____ RURAL _____

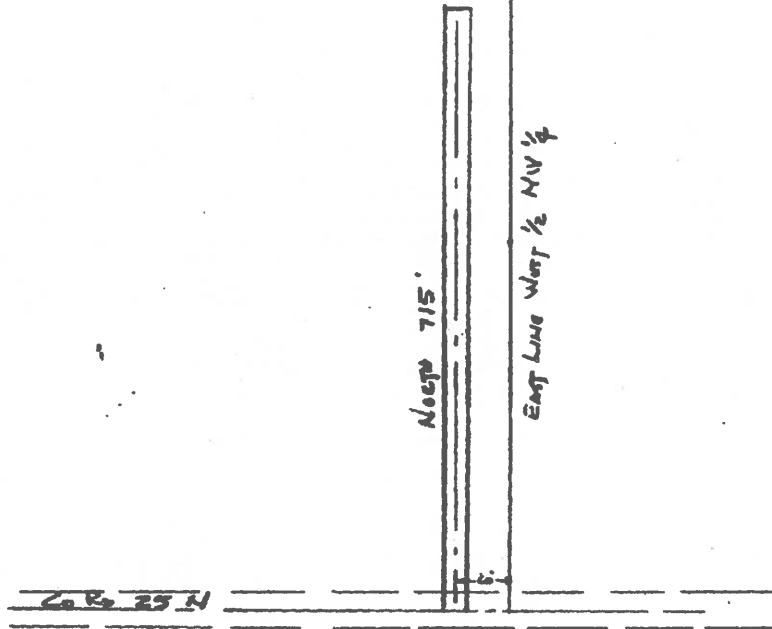
DATE 8-16-99 W. O. NO. _____

TRANSMISSION _____ SIZE OF MAIN _____

DISTRIBUTION _____ VOLTAGE _____

NORTHERN INDIANA PUBLIC SERVICE COMPANY

DETAIL



SCALE 1 IN = 200'

REX R. PRANGER

— REGISTERED LAND SURVEYOR —

59805 550E

WOLCOTTVILLE, IN 46795

99-8-443

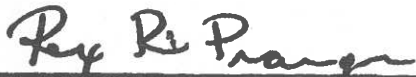
A 30 foot wide easement the centerline of which is described as follows:

Commencing at a point 60 feet West of the Southeast corner of the North half of the Southwest Quarter of the Northwest Quarter of Section 25, Township 37 North, Range 10 East, LaGrange County, Indiana and running thence North parallel with the East line of the West half of said Northwest quarter of Section 25 a distance of 715 feet to the terminus of said easement centerline.

In accordance with IND. CODE S 32-5-2-2, the foregoing easement is being created from real estate deeded to James L. Mishler as described in Deed Record 99-8-286 as recorded in the records of LaGrange County, Indiana.

Dated August 16, 1999

Signed



Rex R. Pranger

REMC

OIL AND GAS LEASE

93-1-293

THIS LEASE AGREEMENT is made as of the 10th day of August, 1992, between
PHILLIP MILLER AND ROSE MILLER, husband and wife

0285-S 500 E

La Grange, IN 46761

and BALTIC ENERGY CORPORATION, 2700 WEST CENTRE AVENUE, SUITE 500, KALAMAZOO, MICHIGAN 49002
as Lessor (whether one or more),
as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

TOWNSHIP 37 NORTH, RANGE 10 EAST (Bloomfield Township)

Section 25: The West 1/2 of the NE 1/4 of the NW 1/4, also,
The North 1/2 of the SW 1/4 of the NW 1/4 lying East of Old Fort Wayne Road.

in the county of La Grange, State of Indiana, containing 37.5 gross acres, more or less, (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any rentals and shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease shall be in force for a primary term of ten years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. **Rental Payment.** If on or before the first anniversary date hereof operations for the drilling of a well for oil or gas or other substances covered hereby have not been commenced on the leased premises or lands pooled therewith, or if there is no production in paying quantities from the leased premises or lands pooled therewith, then subject to Paragraph 5 this lease shall terminate, as to both parties, unless Lessee on or before that date pays or tenders to Lessor or to Lessor's credit in the U. S. Mail

at the address above

or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land, the sum of \$ 37.50 (Thirty-seven and 50/100)

as rental covering the privilege of deferring the commencement of operations for the drilling of a well for a period of twelve months from said anniversary date. In like manner and upon like payments or tenders, the commencement of operations for the drilling of a well may be further deferred for one or more twelve-month periods during the primary term of this lease. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails on or before the rental due date in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept rental payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payments. If on or before any rental due date Lessee in good faith makes an erroneous rental payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper rental payment for the period involved and this lease shall continue in effect as though such rental payment had been properly made, provided that proper rental payment shall be made within 30 days after receipt by Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any rental at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 8 and such payment or tender shall bind all persons then or thereafter claiming any part of such rental.

4. **Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise making such gas or other substances merchantable, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if a well on the leased premises or lands pooled therewith is capable of producing oil or gas or any other substance covered hereby but such well is either shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to Lessor, and if this lease is not otherwise maintained in effect, such well shall nevertheless be considered as though it were producing in paying quantities for the purpose of maintaining this lease whether during or after the primary term, and Lessee shall pay a shut-in royalty of One Dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated above, on or before 90 days after the next ensuing anniversary date of this lease, and thereafter on or before each anniversary date hereof while the well is shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to Lessor. This lease shall remain in force so long as such well is capable of producing in paying quantities, and Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due but shall not operate to terminate this lease.

5. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production; or, should the lease be within the primary term, if Lessee commences such further operations or pays rental on or before the next rental payment date (if any) next ensuing after the expiration of said 90-day period; provided that should completion of operations on the dry hole or cessation of all production occur during the last year of the primary term or less than 90 days before the last rental payment date, no rental payments or further operations shall be required to maintain this lease for the remainder of the primary term. If during or after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. **Pooling.** Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well shall not exceed 640 acres plus a maximum acreage tolerance of 10%, except that larger units may be formed for oil wells or gas wells to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production sold or purchased by Lessee which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. **Lessor Interest.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of rentals, royalties and shut-in royalties hereunder shall be reduced as follows: (a) rentals shall be reduced to the proportion that Lessor's interest in the entire leased premises bears to the full mineral estate in the entire leased premises, calculated on a net acreage basis; and (b) royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to rentals or shut-in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to rentals or shut-in royalties hereunder, Lessee may pay or tender such rentals or shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender rentals and shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. The right of ingress and egress granted hereby shall apply to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other termination of this lease with respect thereto. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises during the term of this lease or within a reasonable time thereafter.

11. **Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. **Breach or Default.** No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. This Paragraph 12 shall not apply to erroneous payment of rental.

13. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. **Preferential Right.** If, during the term of this lease Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the lands or substances covered hereby, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, and of all pertinent terms and conditions of the offer, including any lease bonus offered. Lessee shall have a period of 30 days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above; but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

WITNESSES AND/OR ATTESTATIONS:

93-1-293
RECORDED
LaGrange County, Indiana
Received for Recording
A.D. 1992
Sharon Strazier
RECORDED OF INDIANA COUNTY

LESSOR (WHETHER ONE OR MORE)

Phillip Miller
Rose Miller

SS NO. OR TAX ID

ACKNOWLEDGEMENTS

STATE OF Indiana

County of LaGrange

S.S.

INDIVIDUAL
(For use in all states)

On this 13th day of August, 1992, before me, the undersigned Notary Public in and for said county and state, personally appeared Phillip Miller and Rose Miller, husband and wife known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires November 22, 1992

Ethel Fry

Notary Public, LaGrange County, IN

STATE OF

County of

S.S.

INDIVIDUAL
(For use in all states)

On this 13th day of August, 1992, before me, the undersigned Notary Public in and for said county and state, personally appeared Phillip Miller and Rose Miller, husband and wife known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires

Notary Public

RECORDING INFORMATION Prepared by: Gary Samdal

STATE OF

County of

S.S.

4644 Stauffer Ave SE
Kentwood, MI 49508

This instrument was filed for record on the 13th day of August, 1992, at 1:00 o'clock P.M., and duly recorded in Book Page of the records of this office.

By

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment") is from DEKA EXPLORATION, INC. (hereinafter referred to as "Assignor"), whose address is Post Office Box 14057, Oklahoma City, Oklahoma 73113, in favor of the other parties identified below (hereinafter referred to as "Assignees").

W I T N E S S E T H:

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby grant, bargain, sell, transfer, quitclaim, convey and assign unto the following Assignees, in the proportions shown below:

Bodhi Development Co. -	4.03125%
Lucius Burch	12.75000%
Cheyenne Venture Partners -	3.12500%
Coldwater Properties, Inc. -	2.34375%
Alan M. Effron -	4.03125%
Jaguar Production, Inc.	12.75000%
Northbrook Oil & Gas Co.	6.56250%
Rebel Oil Company -	3.12500%
Emmons Sebenius, Inc., as Manager of the Sebenius & Associates 1991-1 Joint Venture-	7.93750%
John J. Tuttle Family Trust -	5.18750%
TWV Energy, Inc. -	4.25000%
Yale Oil Association, Inc. -	26.87500%
Don T. Zachritz -	2.34375%
	95.31250%

#93 9-121
RECORDER'S OFFICE }
LaGrange County, Indiana } SS.

Received for Record on 7 day of Sept
A.D. 1993 AT 2:10 P M

Sharon Strain
RECORDER OF LAGRANGE COUNTY

the following interests (hereinafter referred to collectively as the "Properties"):

A. 95.3125% (the "Assigned Percentage") of Assignor's right, title and interest in and to the oil and gas leasehold and/or working interest rights in and to the leases specifically described in Exhibit "A," attached hereto and made a part hereof (all of the foregoing leases being hereinafter collectively referred to as the "Leases"); and

B. The Assigned Percentage of Assignor's interest in the rights, titles, tenements, hereditaments, appurtenances, benefits and privileges attributable to the Leases, including, without limitation:

1. The Assigned Percentage of Assignor's interest in rights, titles and interests in, to and under or derived from, all presently existing and valid oil, gas and/or

SEN Date 05/21/2007 Time 12:59:46
I 07050388 Page 1 of 4

**OIL AND GAS LEASE
(PAID UP)**

THIS AGREEMENT made and entered into this 3rd day of May, 2007 by and between James L. Mishler, a single man, of 5245 E. 025 S., LaGrange, IN 46761, hereinafter called LESSOR (whether one or more), and Aurora Oil & Gas Corporation, a Utah Corporation of P.O. Box 961, Traverse City, Michigan 49685-0961, hereinafter called LESSEE, WITNESSETH:

1. (Granting and Legal Description of Paid Up Lease) LESSOR, for and in consideration of ten dollars and other consideration, the receipt of which is hereby acknowledged, and the covenants and agreements of the LESSEE hereinafter contained, does hereby grant, lease and let unto LESSEE the land described below, including all interests therein LESSOR may acquire by operation of law, reversion or otherwise, (herein called "said land"), exclusively for the purposes of exploring by geophysical and other methods, drilling, mining, operating for and producing oil and/or gas, together with all rights, privileges and easements useful or convenient in exploring for, drilling for, producing, treating, storing, caring for, transporting and removing production from said land or any other land adjacent thereto, including but not limited to rights to lay pipelines, build roads, establish and utilize facilities for disposition of water, brine or other fluids, and construct tanks, power and communication lines, pump and power stations, and other structures and facilities. Said land is in the County of LaGrange, State of Indiana, and is described as follows:

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

Containing 23.00 acres, more or less, and all lands and interests therein contiguous or appurtenant to the land specifically described above, that are owned or claimed by LESSOR, or to which LESSOR has a preference right of acquisition, including but not limited to all lands underlying all alleys, streets, roads or highways and all riparian or submerged lands along and/or underlying any rivers, lakes or other bodies of water. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves the underground reservoir. The term "gas" when used in this lease shall mean a mixture of hydrocarbons and of non-hydrocarbons in a gaseous state, which may or may not be associated with oil or coal, and including coal bed methane and those liquids resulting from condensation of gas after it leaves the underground reservoir.

2. (Term and Operations) It is agreed that this lease shall remain in force for the primary term of five (5) years from this date, and as long thereafter as operations are conducted upon said land with no cessation for more than 90 consecutive days, provided, however, that in no event shall this lease terminate if production of oil and/or gas from a well located on said land, or on lands pooled therewith, has not permanently ceased. If operations commenced during the primary term are discontinued less than 90 days before the end of the term, this lease shall not terminate at the end of the primary term if operations are again conducted within 90 days after the discontinuance. Whenever used in this lease the word "operations" shall refer to any of the following and any activities related thereto: preparing location for drilling, drilling, testing, completing, equipping, reworking, recompleting, deepening, plugging back or repairing of a well in search of or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas whether or not in paying quantities.

3. (Royalty) Lessee covenants and agrees to pay the following royalties: (a) To deliver to the credit of the Lessor into tank reservoirs or into the pipeline to which Lessee may connect its wells, one-eighth (1/8) of the oil produced and saved from said land, Lessor's interest to bear one-eighth of the cost of treating oil to render it marketable pipeline oil, or from time to time, at the option of Lessee, Lessee may sell the oil produced and saved from said land and pay Lessor one-eighth (1/8) of the net amount realized by Lessee, computed at the wellhead, whether the point of sale is on or off said land; (b) To pay Lessor on gas produced from said land, (1) when sold by Lessee, whether the point of sale is on or off said land, one-eighth (1/8) of the net amount realized by Lessee computed at the wellhead, or (2) when used by Lessee for purposes other than those specified in paragraph 7 of this lease, the market value, at the wellhead, of one-eighth (1/8) of said gas. Prior to payment of royalty, Lessor shall execute a Division Order certifying Lessor's interest in production. Lessee may pay all taxes and privilege fees levied upon the oil and gas produced, and deduct a proportionate share of the amount so paid from any monies payable to Lessor hereunder.

4. (Shut in) If any well, capable of producing oil and/or gas, whether or not in paying quantities, located on said land, or on lands pooled or communitized with all or part of said land, 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. If all wells on said land, or on lands pooled or communitized with all or part of said land are shut-in, then within 60 days after expiration of each period of one year in length (annual period) during which all such wells are shut-in, LESSEE shall be obligated to pay or tender, as royalty, to LESSOR, (at LESSOR's address), or its successors, as LESSOR's agent, which shall remain as the depository regardless

of change in ownership of royalties, shut-in royalties or other money, the sum of \$1.00 multiplied by the number of acres subject to this lease, provided however, that if production from a well or wells is sold or used off the premises before the end of any such period or, if at the end of any such annual period this lease is being maintained in force and effect other than solely by reason of the shut-in wells, LESSEE shall not be obligated to pay or tender said sum of money for that annual period. This shut-in royalty payment may be made in currency, draft or check at the option of LESSEE, and the depositing of such payment in any post office, with sufficient postage and properly addressed to LESSOR, or said bank, within 60 days after expiration of the annual period shall be deemed sufficient payment as herein provided. This lease shall remain in force so long as such well is capable of producing in paying quantities, and Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due but shall not operate to terminate this Lease.

5. (Express or Implied Obligations) In the event LESSOR considers that LESSEE has not complied with its obligations hereunder, both express and implied, LESSOR shall give written notice to LESSEE, setting out specifically in what respects LESSEE has breached this contract. LESSEE shall have 60 days from receipt of such notice to commence and thereafter pursue with reasonable diligence such action as may be necessary or proper to satisfy such obligation of LESSEE, if any, with respect to LESSOR's notice. Neither the service of said notice nor the doing of any acts by LESSEE intended to satisfy any of the alleged obligations shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder. No judicial action may be commenced by LESSOR for forfeiture of this lease or for damages until after said 60 day period. LESSEE shall be given a reasonable opportunity after judicial ascertainment to prevent forfeiture by discharging its express or implied obligation as established by the court. If this lease is canceled for any cause, it shall nevertheless, remain in force and effect as to (a) sufficient acreage around each well as to which there are operations, so as to constitute a drilling or maximum allowable unit under applicable governmental regulations, such acreage to be designated by LESSEE in such shape as then existing spacing rules permit; and (b) any part of said land included in a pooled unit on which there are operations. LESSEE shall also have such easements on said land as are necessary or convenient for operations on the acreage so retained.

6. (Actual Interest) If this lease covers less than the entire undivided interest in the oil and gas in said land (whether LESSOR's interest is herein specified or not), then the royalties and extension payment as provided in this lease shall be paid to LESSOR only in the proportion which the interest in oil and gas covered by this lease bears to the entire undivided interest therein.

7. (Lessee's rights) LESSEE shall have the right to use, free of cost, gas, oil and water produced on said land for LESSEE's operations hereunder, except water from the wells of LESSOR. When requested by LESSOR, LESSEE shall bury LESSEE's pipelines below plow depth. No well shall be drilled nearer than 200 feet from the house or barn now on said land without written consent of LESSOR. LESSEE shall pay for damages caused by LESSEE's 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 and any other downhole equipment and fixtures.

8. (Pooling Clause: General) LESSEE is hereby granted the right to pool or unitize said land, or any part of said land, with other lands, as to any or all minerals or horizons, to establish units containing not more than approximately 160 acres; provided, however, such units may be established so as to contain not more than approximately 640 acres as to any or all of the following: (a) gas, (b) oil produced from formations below the top of the Black River Formation and/or Group and (c) oil produced from wells classified as gas wells by the regulatory agency having jurisdiction. If larger units than those permitted above, either at the time established or thereafter, are required or permitted under any governmental rule or order for the drilling or operation of a well at a regular location or obtaining the maximum allowable from any well or for any other reason, then the maximum unit size authorized hereby shall conform to the size required or permitted by such governmental rule or order. LESSEE may enlarge the unit to the maximum area permitted herein and reform said unit to include after-acquired leases within the unit area. LESSEE may create, enlarge or reform the unit or units as above provided at any time, and from time to time, during the continuance of this lease, either before or after production is obtained. A unit established hereunder shall be effective for all purposes of this lease, whether or not all interests in the lands in the unit are effectively pooled or unitized. In no event shall LESSEE be required to drill more than one well in each unit. LESSEE may reduce or terminate such unit or units at any time prior to the discovery of oil or gas on the pooled acreage, or at any time after discovery subsequent to the cessation of production. LESSEE may create, enlarge, reform, reduce, or terminate each unit by recording a written declaration to that effect in the office of the Register of Deeds in the county or counties in which such unit is located. Any operations conducted on any part of the lands pooled shall be deemed to be on the lands leased herein within the meaning of all provisions of this lease. Production of oil and/or gas from the unit shall be allocated to the lands described herein which are included in the unit in the same proportion as the number of surface acres in the lands described herein which are included in the unit bears to the total number of surface acres in the unit.

9. (Pooling Clause for Shallow Formations) In addition to the right to pool granted to the Lessee in Paragraph 8 above, for the purpose of promoting the development of hydrocarbon production from shallow formations, as hereinafter defined, Lessee is granted the right to pool or unitize the shallow formations in said land, or any part of said land with other lands, to establish units containing not more than approximately 2,560 acres. "Shallow formations" are defined as geologic formations between the surface of the earth to the top of the Black River Formation and/or Group. The unit shall consist of any combination of governmental quarter-quarter sections, each of which must share at least one common side with another. All provisions of Paragraph numbered 8, including those regarding Lessee's identification of a unit, the effect of operations conducted thereon and the allocation of production from wells thereon, shall apply in the same manner to a unit formed pursuant to this paragraph for the production from shallow formations, except to the extent inconsistent with this paragraph. Lessee may expand the unit to include additional lands until a maximum of 2,560 acres is included in the unit.

10. (Future regulations State or Federal) All present and future rules, regulations and orders of any governmental agency pertaining to well spacing, drilling, or production units, use of materials and equipment, or otherwise, shall be binding on the parties hereto with like effect as though incorporated herein at length, provided, however, that no such rule, regulation or order shall (a) prevent LESSEE from pooling oil and/or gas development units as provided in Paragraphs numbered 8 and 9 hereof, larger than the well spacing, drilling or production units prescribed or permitted by such rule, regulation or order or (b) require a greater density for shallow formation wells than required by Paragraph numbered 9 above.

11. (Operations if land is subdivided) If, after the date hereof, the leased premises shall be conveyed in severalty or in separate tracts, the premises shall, nevertheless, be developed and operated as one lease, except that royalties as to any producing well shall be payable to the owner or owners of only those tracts located within the drilling unit designated by the state regulatory agency for such well and apportioned among said tracts on a surface acreage basis; provided, however, if a portion of the leased premises is pooled with other lands for the purpose of operating the pooled unit as one lease, this paragraph shall be inoperative as to the portion so pooled or unitized.

12. (Force Majeure) If LESSEE is prevented from, or delayed in commencing, continuing, or resuming operations, or complying with its express or implied obligations hereunder by circumstances not reasonably within LESSEE's control, this lease shall not terminate and LESSEE shall not be liable in damages so long as said circumstances continue (the "period of suspension"). These circumstances include, but are not limited to the following: Conflict with federal, state or local laws, rules, regulations, and executive orders; acts of God; strikes; lockouts; riots; wars; improper refusal or undue delay by any governmental agency in issuing a necessary approval, license or permit applied for by LESSEE, equipment failures; inability to obtain materials in the open market or to transport said materials. If the period of suspension commences more than 90 days prior to the end of the primary term of this lease, then that period of suspension shall be added to the primary term. If the period of suspension commences less than 90 days prior to the end of

the primary term or at any time after the primary term, then this lease shall not terminate if LESSEE shall commence or resume operations within 90 days after the end of the period of suspension.

13. (Estate) If the estate of either party hereto is assigned, the privilege of assigning in whole or in part is expressly allowed, the covenants and provisions of this lease shall extend to such party's heirs, devisees, legal representatives, successors or assigns. Notwithstanding any other actual or constructive knowledge of the record owner of this lease, no change in the ownership of land or assignment of royalties or other monies, or any part thereof, shall be binding on the then record owner of this lease until 45 days after the record owner has received, by certified mail, written notice of such change, and the originals or certified copies of those instruments that have been properly filed for record and that shall be necessary in the opinion of record owner to establish the validity of such change of ownership or division of interest. No change or division in the ownership of said land, royalties or other monies, or any part thereof, however accomplished, shall increase the obligations or diminish the rights of LESSEE, including, but not limited to, rights and obligations relating to the locating and drilling of wells and the measurement of production. Upon assignment by LESSEE, its successors or assigns, the assignor shall be released from, and the assignee shall assume the responsibility to fulfill the conditions and to perform the covenants of this lease express or implied, with regard to the interest assigned. Breach of any covenant or failure to fulfill any condition by an owner of any part of the leasehold interest created by this lease shall not defeat or affect the rights of the owner(s) of any other part.

14. (Warranty) LESSOR hereby warrants and agrees to defend the title to said land, and agrees that LESSEE may at any time pay all or part of any land contract, mortgage, taxes, or other liens or charges with respect to said land, either before or after maturity, and be subrogated to the rights of the holder thereof, and may reimburse itself by applying to such payments any royalty or other monies payable to LESSOR hereunder. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as LESSOR.

15. (Surrender of Lease) LESSEE may at any time surrender this lease as to all or part of said land, by delivering or mailing a release to LESSOR if the lease is not recorded, or by placing a release of record in the proper county if the lease is recorded. If this lease is surrendered only as to part of said land, any shut-in royalties which may thereafter be payable hereunder shall be reduced proportionately.

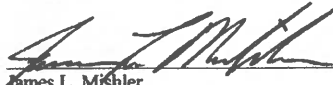
16. (Written notification) All written notices permitted or required by this lease to be given LESSOR and LESSEE herein shall be at their respective addresses listed hereinabove, shall be by certified United States mail, and shall identify this lease by date, parties, description and recording data; provided that either party may change such notice address by giving written notice to the other party specifying the new address.

17. (Extension) This lease may, at LESSEE's option, be extended as to all or part of the lands covered hereby for an additional primary term of five (5) years commencing on the date that the lease would have expired but for the extension. LESSEE may exercise its option by paying or tendering to LESSOR an extension payment of \$10.00 per acre for the land then covered by the extended lease, said bonus to be paid or tendered to LESSOR in the same manner as provided in Paragraph numbered 4 hereof with regard to the method of payment of shut-in royalties. If LESSEE exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

18. (Unitization) Lessor agrees to participate in and to execute a unitization agreement as provided by Lessee, pooling this land with other lands to create a production unit(s).

Executed as of the day and year first above written.

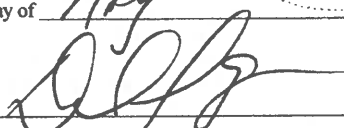
LESSOR:


James L. Mishler

STATE OF INDIANA)
COUNTY OF LAGRANGE) SS (Acknowledgment)

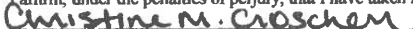
The foregoing instrument was acknowledged before me this 3RD day of May, 2007, by James L. Mishler, a single man.

My commission expires 2-26-2014


Printed Name: DANIEL J. ENGEL, Notary Public

Notary in Van Wert County, INDIANA, Acting in LAGRANGE County, INDIANA

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in the document unless required by law.


Christine M. Croschere

Prepared by: Sue Wiersema, P.O. Box 961, Traverse City, MI 49685

Rev. 3/2007- Indiana Lease

EXHIBIT "A"

Attached and made a part of certain Oil and Gas Lease dated May 3, 2007, by and between James L. Mishler, a single man, as Lessor and Aurora Oil and Gas Corporation as Lessee.

LaGrange County, Indiana

A tract of land located in the Northwest Quarter (1/4) of Section Twenty-five (25), Township Thirty-seven (37) North, Range Ten (10) East, in LaGrange County, the State of Indiana, more fully described as follows:

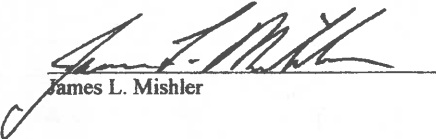
The West half (1/2) of the Northeast Quarter (1/4) of said Northwest Quarter (1/4); also, the East 68.0 feet of the Northwest Quarter (1/4) of said Northwest Quarter (1/4); also, the East 68.0 feet to the North half (1/2) of the Southwest quarter (1/4) of said Northwest Quarter (1/4). All of the above land contains 23.0 acres more or less.

SURFACE DAMAGES CLAUSE:

Lessee shall pay \$500.00 in damages per well site. Well sites shall be approximately 250 feet by 250 feet. Lessee shall pay the surface owner \$2.00 per rod for any flow line or pipeline easement used in Lessee's operations for the production of oil, gas and other substances including water. Compensation shall be paid directly to the surface owner or tenant farmer if applicable.

Lessee shall be responsible for and shall pay Lessor for any and all damages to Lessor's tile(s) which damages may be caused by or result from the operations of Lessee hereunder, Lessor agrees to provide Lessee with tile map(s), if any, and will instruct Lessee as to the approximate known location of tile prior to commencement of operations. Lessee agrees to use a reputable tile contractor to repair or replace damaged tile(s) by Lessee's operations.

Signed for identification.


James L. Mishler