

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at the City of Ionia, in said County, this fourteenth day of June A.D.1928.

Anna P. Webster, Register of Probate.

(Probate Seal)

Release of right of way. Received for record June 23, 1928 at 2:30 P.M.

Herbert L. Smith, Register.

Release of Right -of-way.

For and in consideration of the sum of thirty three and 15/100 Dollars to us in hand paid by the said State Highway Commissioner of the State of Michigan, we Delbert Goff and wife Julia A. Goff, do hereby release and convey to the people of the State of Michigan, all our rights, title and fee in and to the following described parcels of land, to wit:

A strip of land 50 ft, in width, lying south of and adjacent to the center-line of T.L. 21, as now surveyed over and across the SW 1/4 of Sec, 2, T6N, R8W, except the West 367 Ft thereof, being in Boston Twp., Ionia County, Michigan, .947 acres at 35.00 33.15.

As a further consideration for this release it is understood and agreed that substantial fences will be erected on the new right of way lines by the State or County where necessary, the same to be maintained thereafter by the abutting property owner. 3 Gates.

As a further consideration for this release it is understood and agreed that all existing buildings and structures other than fences may remain where now standing until required to be moved on account of road improvement, at which time they will be moved a reasonable distance outside of the highway limits without expense to the abutting property owner and left in as good condition, including foundations, as previous to moving.

This release is executed for the sole and only purpose of conveying to the said State of Michigan, a right of way over the above described lands for highway purposes and to permit the altering widening and improving of the existing highway on and to the parcels of land above described, said road being commonly designated and referred to as State Trunk Line Road No. 21,

This conveyance includes a release of any and all claims to damages arising from or incidental to the altering, widening and improving of said road and the location thereof across the parcel of land hereby granted.

Verbal Agreements will not be considered.

In Witness Whereof, We have hereunto set our hands and seals this 22nd day of March A.D.1928

Ward A. Strauch, Joseph J. Jarvis, State of Michigan, County of Ionia ) ss.

Delbert Goff, (L.S.) Julia A. Goff --(L.S.)

On this 22nd day of March A.D.1928, before me the undersigned, a Notary Public, in and for said County, personally appeared Delbert Goff, and Julia Goff his wife, to me known to be the persons who executed the foregoing release and acknowledged the same to be their own free act and deed.

Ward A. Strauch

Notary Public, Shiawassee County, Michigan. Acting in Ionia County, Michigan.

My Commission expires April 21, 1931.

Right of way. Received for record June 23, 1928 at 2:31 O'clock PM

Herbert L. Smith, Register.

RELEASE OF RIGHT OF WAY.

For and in consideration of the sum of Fifty seven and 30/100 Dollars to us in hand paid by the State Highway Commissioner of the State of Michigan, we Harry VanderVeen and wife Anna H. George Raimer and wife, Eva, do hereby release and convey to the people of the State of Michigan, all our rights, title and fee in and to the following described parcels of land, to wit:

A strip of land 50ft, in width lying south of and adjacent to the centerline of M-21, as now surveyed over and across the SE 1/4 of Sec, 3, T6N, R8W, Excepting the E.240ft. thereof being in Boston Twp, Ionia County, Michigan, .955 acres @ 60.00 57.30

As a further consideration for this release it is understood and agreed that substantial fences will be erected on the new right of way lines by the State or County, where necessary the same to be maintained thereafter by the abutting property owner, 4 gates.

As a further consideration for this release it is understood and agreed that all existing buildings and structures other than fences may remain where now standing until required to be moved on account of road improvement, at which time they will be moved a reasonable distance outside of the highway limits without expense to the abutting property owner and left in as good condition including foundations, as previous to moving.

This release is executed for the sole and only purpose of conveying to the said State of Michigan a right of way over the above described lands for highway purposes and to permit the altering widening and improving of the existing highway on and to the parcels of land above described, said road being commonly designated and referred to as State Trunk Line Road No. 21.

This conveyance includes a release of any and all claims to damages arising from or incidental to the altering, widening and improving of said road and the location thereof across the parcel of land hereby granted.

Verbal Agreements will not be considered.

In Witness Whereof, We have hereunto set our hands and seals this 21st day of March A.D.1928.

In presence of Ward A. Strauch, T.L. Chance

Harry VanderVeen (L.S.) Anna H. VanderVeen (L.S.) Geo. Raimer (L.S.) Eva Raimer (L.S.)

State of Michigan)  
County of Ionia ) ss.

on this 21st day of March A.D.1928, before me the undersigned a Notary Public, in and for said County, personally appeared Harry VanderVeen and Anna VanderVeen his wife and George Raimer and Eva Raimer, his wife to me known to be persons who executed the foregoing release and acknowledged the same to be their own free act and deed.

Ward A. Strauch

Notary Public Shiawassee County, Michigan.  
Acting in Ionia County, Michigan.  
My Commission expires April,21, 1931.

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Release of right of way John L. Adgate & Wife to People of State of Michigan. Received for record June 23, 1928 at 3:32 P.M. Herbert L. Smith, Register.

RELEASE OF RIGHT OF WAY

For and in consideration of the sum of Twelve and 35/100 Dollars to us in hand paid by the State Highway Commissioner of the State of Michigan, we John L. Adgate and wife, Helen E. Adgate do hereby release and convey to the people of the State of Michigan, all our rights, title and fee in and to the following described parcels of land, to wit: A strip of land 50 ft, in width lying South of and adjacent to the center line of M-21 as now surveyed over and across the E. 240 ft, of the SE 1/4 of sec, 3, and across the W. 367 ft, of SW 1/4 of Sec, 2, all being in T6N R8W, Boston Twp, Ionia County, Michigan.

.247 acres @ 50.00 12.35

As a further consideration for this release it is understood and agreed that substantial fences will be erected on the new right of way lines by the State or County, where necessary the same to be maintained thereafter by the abutting property owner.

As a further consideration for this release it is understood and agreed that all existing buildings and structures other than fences may remain where now standing until required to be moved on account of road improvement, at which time they will be moved a reasonable distance outside of the highway limits without expense to the abutting property owner and left in as good condition, including foundations, as previous to moving.

This release is executed for the sole and only purpose of conveying to the said State of Michigan, a right of way over the above described lands for highway purposes and to permit the altering, widening and improving of the existing highway on and to the parcels of land above described, said road being commonly designated and referred to as State Trunk Line Road No. 21.

This conveyance includes a release of any and all claims to damages arising from or incidental to the altering widening and improving of said road and the location thereof across the parcel of land hereby granted.

Verbal Agreements will not be considered.

In Witness Whereof We have hereunto set our hands and seals this 22nd day of March A.D.1928. In presence of John L. Adgate (L.S.) Helen E. Adgate (L.S.) Ward A. Strauch Paul F. Wandel State of Michigan) County of Ionia ) ss.

On this 22nd day of March A.D.1928, before me the undersigned a Notary Public, in and for said County, personally appeared John L. Adgate and Helen E. Adgate his wife, to me known to be persons who executed the foregoing release and acknowledged the same to be their own free act and deed.

Ward A. Strauch

Notary Public, Shiawassee County, Michigan, Acting in Ionia County, Michigan. My Commission expires April 21, 1931.

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Right of way L.C. David Adm'r to People of the State of Michigan. Received for record June 23, 1928 at 3:33 P.M. Herbert L. Smith, Register.

RELEASE OF RIGHT OF WAY

For and in consideration of the sum of ten and no/100 Dollars to us in hand paid by the State Highway Commissioner of the State of Michigan, we L.C. David, Adm. Ira Butterfield, est. do hereby release and convey to the people of the State of Michigan, all our rights, title and fee in and to the following described parcels of land, to-wit: A strip of land 50 ft, in width, lying north of and adjacent to the center line T.L. 21 as now surveyed over and across the E 10 rods and 2 links of the W 1/2 of the SE 1/4 of Sec, 3, T6N, R8W, Boston Twp, Ionia County, Michigan.

.070 acres @ 142.86 10.00

As a further consideration for this release it is understood and agreed that substantial fences will be erected on the new right of way lines by the State or County where necessary the same to be maintained thereafter by the abutting property owner. 1 gate.

As a further consideration for this release it is understood and agreed that all existing buildings and structures other than fences may remain where now standing until required to be moved on account of road improvement, at which time they will be moved a reasonable distance outside of the highway limits without expense to the abutting property owner and left in as good condition, including foundations, as previous to moving.

This release is executed for the sole and only purpose of conveying to the said State of Michigan, a right of way over the above described lands for highway purposes and to permit the altering, widening and improving of the existing highway on and to the parcels of land above described, said road being commonly designated and referred to as State Trunk Line Road No. 21

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 31st day of May 1960, by and between  
Everett J. Vander Veen and Lucy M. Vander Veen, husband and wife, of  
2910 Plainfield, Grand Rapids, Michigan

and Ion J. Putnam, Denver, Colorado, party of the first part, hereinafter called lessor (whether one or more)  
party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of Ten & more Dollars,  
in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lease herein contained, hereby grants, leases  
and lets exclusively unto lessee for the purpose of advertising, exploring, investigating, exploring, producing, drilling and mining for and producing oil, gas, coalbed methane and all  
other minerals, hydrocarbon gases, including tar, sand, oil shale, geothermal energy and other substances thereon to produce, save, take care of, treat, transport,  
and own said products, and leasing his employees, the following described land in Tonia County,  
State of Michigan to-wit:

See exhibit "A" attached

EXHIBIT "A"

Commencing at the SE corner of the North West Quarter (NW¼) of  
the South East Quarter (SE¼) of Section 3, thence West ten (10)  
rods and two (2) links; thence South sixteen (16) rods and fifteen  
and five-eighths (15 5/8) links to center of highway; thence  
easterly along center of highway to lot line between East and West  
one-half (½) of said South East Quarter (SE¼) section; thence  
North on said lot line to point of beginning; being in Township  
6 North, Range 8 West; reserving however a strip of land seven-  
teen feet in width on the north side of said highway and running  
the width of the above described land sold to the State of Mich-  
igan for the purpose of widening said highway. / Also the North  
portion of the North East Quarter (NE¼) Section 10, Township 6  
North, Range 8 West, containing sixty (60) acres, more or less;  
Also the South twenty three (23) acres and one hundred and forty  
two and two-fifths (142 2/5) rods off the East Half (E½) of the  
South East fractional Quarter (SE¼) of Section 3 (excepting how-  
ever, a piece of land commencing at a point where the East line  
of Section 3 intersects Grand River and running thence westerly  
along the north bank of said river to a point thirteen and one-  
third (13 1/3) rods west of the east line of Section 3; thence  
North to the center of the Highway; thence easterly along the  
center of said highway to the East line of Section 3; thence  
South to the place of beginning, containing two (2) acres)  
leaving twenty one (21) acres and one hundred and forty two  
and two-fifths (142 2/5) rods in Township 6 North, Range 8 West,  
Also the South twenty three (23) acres off the South West Quarter  
(SW¼) of the South East Quarter (SE¼) Section 3 which lies South  
of the highway running through the same, in Township 6 North,  
Range 8 West, Also the North fraction of the North West Quarter  
(NW¼) Section 10, Township 6 North, Range 8 West; containing  
fifty eight (58) acres, more or less.

E.J.V.  
L.M.V.

portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid  
hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the  
royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any  
cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.  
13. In the interest of conservation, the protection of reservoir premises and the recovery of the greatest ultimate yield of oil, gas and other minerals, lessee  
shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and  
recycling facilities, and for such purpose may locate such facilities, including, but not limited to, water wells, upon the leased premises, and no royalties shall be payable hereunder  
upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge  
any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be sub-  
rogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty  
or rentals accruing hereunder.

15. All rental payments which may fall due under this lease may be made to above lessors

16. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided opera-  
tions for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of  
rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease  
from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease  
shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

17. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions,  
or stipulations and it shall have first been finally judicially determined that such failure existed, and after such final determination, lessee is given a reasonable  
time therefrom to comply with any such covenants, conditions, or stipulations.

18. All covenants and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease  
shall not be terminated, in whole or in part, nor have it liable in damages for failure to comply therewith if compliance is prevented by or because of the result of inability of lessee, through no fault  
of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas  
from the leased premises.

19. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.  
20. With respect to any and all purposes of this lease, and each of them if there be more than one, hereby released and waive the right of homestead.  
WHEN OF witness our hands as of the day and year first above written.

Ed. J. Vander Veen, Harry Day, Everett J. Vander Veen  
Lucy M. Vander Veen  
Ed. J. Vander Veen, Harry Day, Everett J. Vander Veen  
Lucy M. Vander Veen  
Ed. J. Vander Veen, Harry Day, Everett J. Vander Veen  
Lucy M. Vander Veen

Containing

170

acres, more or less

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of ten years from this date (called "primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

- 1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth (1/8) royalty the market price for oil of like grade and gravity prevailing in the field where produced on the day such oil is run into the pipe line, or into storage tanks.
- 2. The lessee shall pay lessor, as royalty, one-eighth (1/8) of the proceeds from the sale of the gas, as such gas is produced from wells where gas only is found, and where not used or sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.
- 3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any other product a royalty of one-eighth (1/8) of the market value, at the mouth of the well, payable monthly at the prevailing market price.
- 4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall on or before one year from this date, pay or tender to the lessor or for the lessor's credit in

State Savings Bank at Lowell, Michigan

or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land, the sum of One Hundred Seventy 9.00/100 Dollars

which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said 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 like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. All payments or tenders may be made by check or draft of lessee or assignee thereof, mailed or delivered on or before the rental paying date. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such persons.

5. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount above herein provided; and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

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

7. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor. When requested by lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

8. Lessee shall pay for damages caused by its operations to growing crops on said land. Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casing.

9. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

10. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

11. If the leased premises shall hereafter be owned in severalty, or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, on an acreage basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee hereof shall make due payment of said rentals.

12. If at any time there be as many as six parties (or more) entitled to receive royalties under this lease, lessee may withhold payment thereof unless and until all parties designated in writing in a recordable instrument to be filed with the lessee a Trustee to receive all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. Lessee shall have the right to utilize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

14. In the interest of conservation, the protection of reservoir pressures and the recovery of the greatest ultimate yield of oil, gas and other minerals, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

15. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

16. All rental payments which may fall due under this lease may be made to above lessors one of the above named lessors, in the manner herein stated.

17. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

18. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

19. All expressed and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

20. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee. With respect to and for the purpose of this lease lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Ed Shepardson Harry Day Lucy M. Vander Veen  
 Witness Ed Shepardson Harry Day Everett J. Vander Veen  
Ed Shepardson Lucy M. Vander Veen  
 Witness Ed Shepardson Lucy M. Vander Veen

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ } ss.  
County of \_\_\_\_\_ }  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_  
to me known to be the person \_\_\_\_\_ described in and who executed  
the foregoing instrument and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.  
Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
My Commission Expires \_\_\_\_\_  
Notary Public.

ACKNOWLEDGMENT—MAN AND WIFE

STATE OF MICHIGAN } ss.  
County of KENT }  
On this 31st day of May, 1960, before me personally appeared Everett J. Vander Veen and Lucy M. Vander Veen  
to me known to be the person s described in and who executed  
the foregoing instrument and acknowledged that they executed the same as their free act and deed, including the release  
and waiver of the right of homestead; the said wife having been by me fully apprised of her right and the effect of signing and  
acknowledging the said instrument.  
Given under by hand and seal this 31st day of May, 1960.  
My Commission Expires \_\_\_\_\_  
HARRY DAY  
Notary Public, Kent County, Michigan  
My Commission Expires Jan. 25, 1960  
Notary Public.

MONTANA ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ } ss.  
County of \_\_\_\_\_ }  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me \_\_\_\_\_  
a notary public, personally appeared \_\_\_\_\_  
known to me to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within instrument, and acknowledged to me that  
executed the same.  
Witness my hand and official seal.  
My Commission Expires \_\_\_\_\_  
Notary Public within and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_

134/33  
No. \_\_\_\_\_  
OIL AND GAS LEASE  
RECEIVED FROM RECORD  
1960 JUN 20 AM 11 20  
HARRIS PRO. Co.  
REGISTER OF DEEDS  
State of \_\_\_\_\_ } ss.  
County of \_\_\_\_\_ }  
This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded  
in Book \_\_\_\_\_ Page \_\_\_\_\_ of the records  
of this office.  
County Clerk—Register of Deeds.  
By \_\_\_\_\_ Deputy.  
When recorded return to \_\_\_\_\_  
P.O. \_\_\_\_\_

COLORADO ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ } ss.  
County of \_\_\_\_\_ }  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_  
WITNESS my hand and official seal.  
My Commission Expires \_\_\_\_\_  
Notary Public.

OIL AND GAS LEASE

234/00 286

THIS AGREEMENT, made as of the 3 day of June 19 81, between Edward C Smit Sr., and Donna M Smit, Husband and Wife of 8293 Bluewater Highway, Saranac, Michigan 48881 herein called Lessor (whether one or more), and Hunt Energy Corporation, 2500 First National Bank Bldg., of Dallas, Texas 75202 herein called Lessee:

WITNESSETH:

1. Lessor, in consideration of One Dollar (\$1.00), and other valuable consideration, cash in hand paid, receipt and sufficiency of which is hereby acknowledged, and of the royalties, and agreements of the Lessee, herein provided, hereby grants, leases and lets exclusively unto Lessee, for purposes of investigating, exploring by geophysical and other methods, prospecting, drilling and operating for and producing oil, gases (including without limitation casinghead gas, casinghead gasoline, gas condensate (distillate), hydrogen sulphide gas, helium and any other gas, whether combustible or not), liquid hydrocarbons and associated products, whether in gaseous, solid or liquid state, by any method, including, but not limited to, natural flow, acidizing, fracturing, combustion, steam soak, steam flood, water flood, oil flood, and for injection of any substance; laying, constructing and maintaining pipelines, storing oil, and building tanks, ponds, power stations, roads, electric lines, telephone lines, and other structures upon said land to produce, save, treat, process and transport any product produced or made therefrom, the following described land (herein referred to as "said land") situated in

Ionia County, State of Michigan

Township 6 North - Range 8 West

Section 10: All that Prt of NE 1/4 of NW 1/4 of Grand River Exc the W 600ft thereof.
Section 3: Land Com at SE Cor of NW 1/4 of SE 1/4 th W 10 Rds 2 Lks, S 16 Rds 15 5/8 LKS to Cen of Hwy, E Alghwy to N & S 1/8 Line of SE 1/4 th N to POB. SW 1/4 of SE 1/4 of Hwy Exc the W 600 Ft thereof. S Part of E 1/2 of SE 1/4 S of Hwy & N of River Exc 6.77 AC of E Side.

said land being estimated to comprise 88.5 acres, whether more or less, which acreage figure may be relied upon by Lessee in calculating rental or other payments hereunder.

Notwithstanding the above specific description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, all lands owned or claimed by Lessor up to the boundaries of any abutting landowner, together with any and all of Lessor's interest in any lands underlying lakes, streams, roads, easements and rights-of-way which cross or adjoin the said land, including all land added thereto by accretion.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten (10) years from the above date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products or any substance covered hereby, or any of them, are produced from said land or lands with which said land is pooled, consolidated or unitized hereunder, or drilling or reworking operations are conducted thereon as herein provided, or this lease is continued in force by any other provision hereof.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons saved at the well, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected, Lessee to have the option, from time to time, to purchase royalty oil in its possession, paying Lessor for such one-eighth (1/8) royalty the market price as determined at the well for oil of like grade and gravity prevailing on the day the oil is delivered to pipeline or tanks; (b) on gas, including all substances contained in such gas, produced from said land and sold by Lessee, one-eighth (1/8) of the net proceeds received by Lessee from the sale of all gas produced and saved and sold from said land by Lessee, except that on any gas (other than gas used royalty free by Lessee as authorized by this Lease) used off the premises by Lessee or used by Lessee for the manufacture of gasoline or other products, the royalty shall be one-eighth (1/8) of the value at field market price; (c) on any substance produced, saved and sold and not subject to (a) or (b), one-eighth (1/8) of the market value at the well; and (d) if at any time, either before or after the expiration of the primary term of this Lease, there is a gas well or wells on said land or on land with which all or a portion of said land is consolidated (and for the purposes of this clause (d) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified or classifiable as gas wells by any governmental authority) and such well or wells are shut in before or after production therefrom and this Lease is not being maintained in force under other provisions hereof, Lessee may pay or tender (within the ninety day period hereinafter provided) to the owner or owners of the royalty an advance annual royalty which is equal to the amount of delay rentals provided for in this Lease for the acreage then held under this lease by the party making such payment or tender, or, if no delay rentals are provided herein, an amount of One Hundred Dollars (\$100.00) per well per year, and if such payment or tender is made it shall be considered under all provisions of this lease that gas is being produced from said land in paying quantities for one (1) year from the date such payment or tender is made, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered under all provisions of this lease that gas is being produced from said land in paying quantities during any annual period for which such royalty is paid or tendered; and when there is a shutin gas well or wells on said land or land pooled, unitized or consolidated therewith, if this lease is not continued in force under some other provision hereof, it shall nevertheless continue in force for a period of ninety (90) days from the last date on which a gas well located on the leased premises is shutin, or for ninety (90) days following the date to which this lease is continued in force by some other provision hereof, as the case may be, within which ninety-day period Lessee may commence or resume the payment or tender of the advance royalty as herein provided. All such advance annual royalty payments may be paid or tendered direct to the royalty owner or owners (as shown by Lessee's records) or to such royalty owner or owners' credit in the depository bank as designated hereunder.

4. If operations for the drilling of a well for oil or gas are not commenced on said land, or lands with which all or a part of said land may be pooled, consolidated or unitized, on or before one year from the above date this Lease shall terminate as to both parties unless the Lessee shall on or before such anniversary date pay or tender to the Lessor or for the Lessor's credit in the First Security Bank

Bank at Saranac, Michigan 48881

or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this Lease

regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Eighty-eight and 50/100 Dollars (\$ 88.50)

which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee (or any assignee thereof), mailed or delivered on or before the rental paying date, either direct to Lessor at Lessor's above specified address or to said depository bank, and depositing same in the United States mails, postage paid, shall be deemed conclusive proof of payment hereunder. Notwithstanding the death of Lessor, or any successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors and administrators of such persons. If Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease according to Lessee's records or to a Lessor who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also Lessee's option of extending that period as aforesaid, and any and all other rights conferred.

5. Lessee is hereby given the power and right, as to all or any part of said land and as to any one or more of the formations or substances thereunder, at its option and without Lessor's joinder or further consent, at any time and as a recurring right either before or after production, to pool, consolidate and unitize said land, the leasehold estate and Lessor's interests (including any interests created and/or assigned by Lessor subsequent to the date hereof) therein with the rights of any third parties, if any, in all or any part of said land and with other land, lands, lease, leases, mineral, and royalty rights, or any of them, adjacent, adjoining or located within the vicinity of this lease, whether owned by Lessee or some other person, firm, corporation or governmental agency, so as and in order to create one or more drilling, spacing or production units in compliance with the spacing rules of any lawful authority, or when in Lessee's judgement such will promote the conservation of oil and/or gas. Lessee shall each time file written unit designation for record in the county in which such unit is located, and Lessee shall have the right and power, from time to time, to modify, change or terminate any such plan or agreement. In lieu of the royalties herein provided Lessor shall receive on production from such unit only such portion of the royalties (other than shutin gas royalties) elsewhere herein specified as the amount of Lessor's acreage hereunder which is pooled in any such unit, or his royalty interest therein on an acreage basis, bears to the total acreage pooled in such unit. The term "royalty" as used in this paragraph shall also include any overriding royalties and payments out of production to which this lease may be subject. The commencement, drilling, conducting of operations, completion of or production from a well on any portion of a unit created hereunder shall have the same effect upon the terms of this lease as if a well were commenced, drilled, operations conducted, completed, or producing on the land embraced by this lease and this lease shall not terminate or expire during the life of any such unit.

RECORDED IN RECORDS OF DEEDS
MAY 12 AMO '89
STATE OF MICHIGAN
COUNTY OF IONIA

6. If prior to discovery of oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, on said land or on land pooled, combined or unitized therewith, Lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days thereafter, or if it be within the primary term Lessee commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of three (3) months from date of completion and abandonment of said dry hole or holes or the cessation of production. If at the expiration of the primary term, oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, are not being produced on said land or land consolidated therewith, but Lessee is then engaged in operations for drilling or reworking of any well or wells thereon, this lease shall remain in force so long as such operations or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) consecutive days, and, if they result in production, so long thereafter as oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, is produced from said land or land consolidated therewith.

7. Lessee shall have free use of oil, gas and water from said land (except water from Lessor's wells, reservoirs and tanks) for all operations hereunder or on lands consolidated therewith (including repressuring, pressure maintenance, cycling, injecting, waterflooding and secondary recovery operations), and any royalty otherwise payable hereunder shall be computed after deducting any so used. Lessee shall have the right at any time during or within one year after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. Lessee shall pay for actual damages caused by its operations to growing agricultural crops on said land. No well shall be drilled within two hundred feet (200 feet) of any barn or occupied residence now on said land without Lessor's written consent. At the request of a Lessor owning an interest in the surface, any pipelines shall be placed below ordinary plow depth.

8. The rights of any party hereunder may be assigned, in whole or in part, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. Notwithstanding any actual or constructive knowledge of or notice to Lessee, no such change or division in the ownership of the land, rentals or royalties shall be binding upon Lessee for any purpose until sixty (60) days after such person acquiring any interest has furnished Lessee with the original recorded instrument or instruments, or a certified copy, or a reproduced copy of the original recorded instrument or instruments acceptable to Lessee, constituting his chain of title from the original Lessor. In the event of an assignment of this lease as to a divided portion of said land, the rentals and/or advance annual royalty payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of any other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge assignor of any obligations hereunder as to the assigned acreage, and if Lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such Lessee or assignee, or fail to comply with any other provision of the lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall make payment of said rentals.

9. When drilling, producing or other operations are delayed or interrupted as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation.

10. Lessor hereby warrants and agrees to defend the title to said land, each party Lessor hereby releasing and waiving all rights of and under any homestead, curtesy, dower and/or other exemption laws, and agrees that Lessee, at its option, may pay and discharge any tax, mortgage, contract for deed, or other lien or encumbrance upon said land, and in the event Lessee does so, Lessee shall be subrogated to all rights and liens pertaining thereto with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate (and whether or not such interest is recited herein), then the royalties and rentals to be paid Lessor shall be reduced proportionately. In the event of production hereunder Lessor agrees to execute a division order setting forth his interest therein. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby, but Lessee shall not suffer any forfeiture nor incur any liability to Lessor by reason thereof.

11. Lessee, and Lessee's successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor, or Lessor's heirs or successors, and assigns, by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon, Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the rentals or shut-in payments payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases. In event Lessor considers that Lessee has not complied with all its obligations hereunder, either express or implied, before or after production has been secured, Lessor shall notify Lessee in writing setting out specifically the alleged facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be a condition precedent to the bringing of any action by Lessor on this lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. The service of such notice or the performance of any acts by Lessee aimed to meet all or any of the alleged breaches shall not be deemed an admission that Lessee has failed to perform any or all of its obligations. If any implied obligations should require the drilling of a well or wells, Lessee shall have sixty (60) days after ultimate judicial ascertainment of the existence of such obligation in which to begin the drilling of such well or wells. The judgment of the Lessee when exercised in good faith in carrying out the purposes of the lease shall be conclusive.

12. The provisions of this lease shall be construed as covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns. Should any one or more of the parties named above as Lessor fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. This lease may be executed in counterpart and any such counterpart shall be binding upon the party executing same from and after such execution.

IN WITNESS WHEREOF, this lease is executed as of the day and year above written.  
WITNESSES

Eugene R Baker  
Eugene R Baker  
Fran Borup  
Fran Borup

Edward C Smit  
Edward C Smit/SSN# 384 24 2559

Donna M Smit  
Donna M Smit SSN 374 28 9663

STATE OF Michigan  
COUNTY OF Ionia } SS.

**ACKNOWLEDGEMENT TO THE LEASE**

On this 3 day of June, 1981, A.D., before me, the undersigned, a Notary Public in and for said County, in the State aforesaid, personally appeared Edward C Smit and Donna M Smit, Husband and Wife  
Sr.

to me known as the same person B described in and who executed the foregoing instrument and acknowledged that t he y had executed the same as their free act and deed for the uses and purposes therein set forth.

FRAN ALLEN BORUP  
NOTARY PUBLIC, IONIA COUNTY, MICH  
MY COMMISSION EXPIRES OCT. 17, 1984

Fran A. Borup  
Notary Public Ionia County.

My Commission Expires 10-17, 1984. Acting in Ionia County Michigan

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } SS.

**CORPORATION ACKNOWLEDGEMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn,

did say that \_\_\_\_\_ he \_\_\_\_\_ is/are a \_\_\_\_\_ of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public \_\_\_\_\_ County.

My Commission Expires \_\_\_\_\_, 19\_\_\_\_. Acting in \_\_\_\_\_ County \_\_\_\_\_

## Exhibit "A"

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, LESSEE AGREES, PRIOR TO DRILLING A WELL HEREUNDER, TO ADVISE LESSOR OF THE PROPOSED WELL LOCATION AND OF THE PROPOSED ROUTE OF INGRESS AND EGRESS OF SUCH SITE, FURTHER, LESSEE AGREES TO EXERCISES DUE CARE IN ALL ITS OPERATIONS HEREUNDER SO AS TO NOT UNDULY DAMAGE THE SAID LAND, AND TO RESTORE THE SAID LAND AS NEAR AS IS PRACTICAL TO THE ORIGINAL STATE WHEN IT HAS COMPLETED IT'S OPERATIONS HEREUNDER. IF LESSOR OBJECTS TO ANY PROPOSED WELL SITE OR ROUTE OF INGRESS OR EGRESS, THEN LESSOR SHALL PRESENT TO LESSEE A PROPOSED ALTERNATE SITE AND/OR ROUTE OF INGRESS OR EGRESS WITHIN THREE (3) DAYS, GIVING DUE REGARD TO THE GEOLOGICAL DATA OF LESSEE. LESSOR AGREES NOT TO PROPOSE UNDUE ECONOMIC HARDSHIP TO LESSEE. SHOULD LESSOR AND LESSEE BE UNABLE TO REACH AN AGREEMENT, THEN LESSEE MAY PROCEED, CONSIDERING TO THE EXTENT PRACTICAL, LESSOR'S REQUIREMENTS.

Edward C. Smith

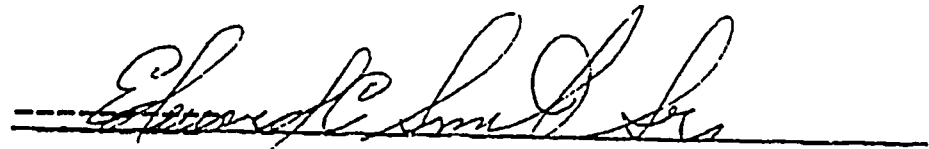
Donna M. Smith

After recording please return to: Hunt Energy Corp.  
3401 E. Saginaw  
Lansing, Mi. 48912

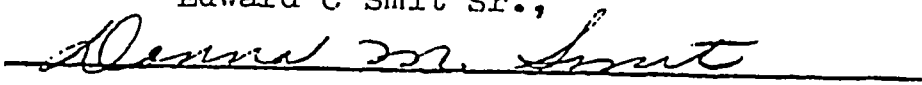
Exhibit "B"

Township 6 North - Range 8 West

Section 3: Beginning in the center of M-21; said point being N 00° 37'42" W 1408.46 feet and S 71° 57'02" W 230.58 feet from the SE Corner of said Section 3; thence S 00° 37'42" E parallel with the East section line 371.41 feet to the beginning of a meander traverse along the North side of the Grand River; thence S 62° 58'35" W along said traverse 249.72 feet; thence S 46° 42'09" W 159.90 feet to the end of said traverse; thence N 32° 45'48" W 496.77 feet to the center of M-21; thence 629.02 feet Northeasterly along a 14,523.94 ft. radius curve to the left (long chord bears N 73° 40'53" E 628.97 feet) to the point of beginning (P.O.B.) All property lying between the meander traverse and the Grand River is included.



Edward C Smit Sr.,



Donna M Smit

After recording please return to: Hunt Energy Corp.  
 3401 E. Saginaw  
 Lansing, Mi. 48912