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6/5/2014 10:27:00 AM

**2014-025951**  
**CURTIS HERTEL JR**  
**INGHAM COUNTY MICHIGAN**  
**REGISTER OF DEEDS**  
**RECORDED ON:**  
**07/07/2014 09:21 AM**  
**PAGES: 2**

Michigan Department of Treasury  
3676 (Rev. 3-10)

This form is issued under authority of P.A. 260 of  
2000 and P.A. 378 of 2006. Filing is mandatory.

## Affidavit Attesting that Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property

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

1. Street Address of Property 797 Haslett Road	2. County Ingham
3. City/Township/Village Where Real Estate is located Township of Williamstown	
4. Name of Property Owner(s) (Print or Type) Patsy Lou Williamson, Trustee of The Patsy Lou Williamson Trust Dated April 30, 2009	5. Property ID Number (from Tax Bill or Assessment Notice) 33-03-03-09-400-001 33-03-03-09-400-003
6. Legal Description (Legal description is required, attach additional sheets if necessary) 33-03-03-09-400-001 33-03-03-09-400-003	7. Percentage of This Property Which is Currently and Will Remain Qualified Agricultural Property (#7 does not apply to the Qualified Forest Program) 100%
8. Daytime Telephone Number	9. Email Address

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

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

Signed: The Patsy Lou Williamson Trust Dated April 30, 2009

*Patsy Lou Williamson*  
By: Patsy Lou Williamson  
Its: Trustee

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

Notary Public, State of Michigan

County of Shiawassee

State of Michigan

My Commission expires: 7/19/18

County of Genesee

Acting in the County of Genesee

Acknowledged before me June 02, 2014

Drafter's Name Patsy Lou Williamson  
12529 Davison Road, Davison, MI  
48423

By Patsy Lou Williamson

Drafter's Address

Notary Signature *Emilee Walworth*

**EMILEE WALWORTH**  
**NOTARY PUBLIC-STATE OF MICHIGAN**  
**COUNTY OF SHIAWASSEE**  
**My Commission Expires July 19, 2018**  
**Acting in the County of Genesee**

Name of Notary (Print or Type)

LOCAL GOVERNMENT USE ONLY

Is the percentage stated above in number 7 the current percentage of property  
that is qualified agricultural property ☐ Yes ☐ No ☐ N/A (Qualified Forest Only)  
If not, what is the correct percentage of the property that is currently qualified agricultural property? \_\_\_\_\_

Assessor's Signature

Date

TNI

7/2/2014 1:45:00 PM  
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2



2014-025951

Ingham County MI Register of Deeds

Page 1 of 2

1675 WATERTOWER PLACE  
SUITE 200  
EAST LANSING, MI 48823

124985138-8

INGHAM,MI

Page 1 of 2

Printed on 11/30/2018 1:35:33 PM

Document: AFF 2014.25951

## Exhibit "A"

## Parcel A:

A parcel of land in the Southeast 1/4 of Section 9, Township 4 North, Range 1 East, Williamstown Township, Ingham County, Michigan, the surveyed boundary being described as: Commencing at the South 1/4 corner of said Section 9; thence South 89 degrees 57 minutes 15 seconds East along the South line of said Section 9, a distance of 654.91 feet to the Point of Beginning of this description; thence North 04 degrees 12 minutes 22 seconds West 1650.00 feet; thence South 89 degrees 57 minutes 16 seconds East parallel with said South line, 660.00 feet to the East line of the West 1/2 of said Southeast 1/4 as occupied; thence South 04 degrees 12 minutes 22 seconds East along said East line 990.00 feet; thence North 89 degrees 57 minutes 16 seconds West parallel with said South line 330.00 feet; thence South 04 degrees 12 minutes 22 seconds East, 660.00 feet to said South line; thence North 89 degrees 57 minutes 16 seconds West along said South line, 330.00 feet to the Point of Beginning.

## Parcel B:

Commencing at the South 1/4 corner of Section 9, T4N, R1E, Williamstown Township, Ingham County, Michigan; thence North 03 degrees 56 minutes 04 seconds West, 2638.13 feet on the North-South 1/4 line of said Section 9 to the center of Section 9, T4N, R1E; thence South 89 degrees 50 minutes 18 seconds East, 1801.73 feet on the East-West 1/4 line of said Section 9 to a point 484.00 feet; thence South 89 degrees 50 minutes 18 seconds East of the Northwest corner of the East 1/2 of the Southeast 1/4 of said Section 9; thence South 03 degrees 52 minutes 19 seconds East, 1080.00 feet; thence North 89 degrees 50 minutes 18 seconds West, 484.00 feet to a point on the West line of the East 1/2 of the Southeast 1/4 of said Section 9 which is 1080.00 feet, South 03 degrees 52 minutes 19 seconds East on the Northwest corner of the East 1/2 of the Southeast 1/4 of said Section 9; thence South 03 degrees 52 minutes 19 seconds East, 905.24 feet on the East line of the West 1/2 of the Southeast 1/4 of said Section 9 to a point which is 660.00 feet, North 03 degrees 52 minutes 19 seconds West of the Southeast corner of the West 1/2 of the Southeast 1/4 of said Section 9; thence North 89 degrees 31 minutes 14 seconds West, 330.00 feet; thence South 03 degrees 52 minutes 19 seconds East, 660.00 feet to a point on the South line of said Section 9 which is 330.00 feet, North 89 degrees 31 minutes 14 seconds West of the Southeast corner of the West 1/2 of the Southeast 1/4 of said Section 9; thence North 89 degrees 31 minutes 14 seconds West, 985.38 feet on the South line of said Section 9 to the Point of Beginning: Excepting a parcel of land described in the Southeast 1/4 of Section 9, T4N, R1E, Williamstown Township, Ingham County, Michigan: the surveyed boundary being described as: Commencing at the South 1/4 corner of said Section 9; thence South 89 degrees 57 minutes 16 seconds East along the South line of said Section 9 a distance of 654.91 feet to the Point of Beginning of this description; thence North 04 degrees 12 minutes 22 seconds West 1650.00 feet; thence South 89 degrees 57 minutes 16 seconds East parallel with said South line 660.00 feet to the East line of the West 1/2 of said Southeast 1/4 as occupied; thence South 04 degrees 12 minutes 22 seconds East along said East line 990.00 feet; thence North 89 degrees 57 minutes 16 seconds West parallel with said South line 330.00 feet; thence South 04 degrees 12 minutes 22 seconds East, 660.00 feet to said South line; thence North 89 degrees 57 minutes 16 seconds West along said South line 330.00 feet to the Point of Beginning.



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9/6/2017 12:13:00 PM

**2017-032841****DERRICK QUINNEY  
INGHAM COUNTY MICHIGAN  
REGISTER OF DEEDS  
RECORDED ON:  
09/07/2017 10:03 AM  
PAGES: 2****Affidavit of Parcel Consolidation and Sale Restrictions**

Parcel #s 33-03-03-09-100-021, 33-03-03-09-200-012, 33-03-03-09-400-001  
and 33-03-03-09-400-003 (Parent Parcels)

Legally described as: Parcel # 33-03-03-09-400-006, Vacant land, (WMS 9-8-1-1,9-9) Part of SE  $\frac{1}{4}$  of Sec 9 T4N R1E Desc as: Com at S  $\frac{1}{4}$  Cor of Sec 9-N04d 22' 04"W 1727.85 ft along NS  $\frac{1}{4}$  Ln to POB – N04d 22'04"W 909.53 Ft to Center of Sec 9-N88d 36'27"E 318.78 ft – N89d 50' 23"E 1002.71 ft – N89d 57'27"E 484ft – S04d 12'15"E 1080ft – S89d57'27"W 484ft – N04d 12'15"W 159.03ft along W LN of E  $\frac{1}{2}$  of SE  $\frac{1}{4}$  - N89d 57'15"W 1319.64ft to POB, 39.72 A

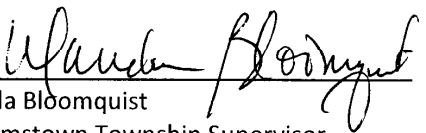
Commonly known as: 5820 Shoeman, et. al.

Parcel # 33-03-03-09-400-007, 797 Haslett

(WMS 9-9) Part of SE  $\frac{1}{4}$  of Sec 9 T4N R1E Desc as: Beg at S  $\frac{1}{4}$  Cor of Sec 9 – S89d57'15"E 984.69ft along S Sec Ln – N04d12'15"W 660ft – S89d57'15"E 330ft – N04d 12'15"W 1067.47ft along W Ln of E  $\frac{1}{2}$  of SE  $\frac{1}{4}$  - N89d 57'15"W 1319.64ft – S04d 22' 04"W 1727.85ft along NS  $\frac{1}{4}$  Ln to POB 47.11 A

On May 25, 2017, an Application for Parcel Boundary Change was submitted to Williamstown Township to subdivide Parcel # 33-03-03-09-400-001/ 797 Haslett Rd. in order to sell a 47.11 acre parcel with frontage along Haslett Road.

Since the remaining parcel would be landlocked, and consolidation with the adjacent parcels could not be done due to different zoning classifications and different school districts, a deed restriction was attached so that any subsequent sale would include all parcels, comprising approximately 181.52 acres.

  
Wanda Bloomquist  
Williamstown Township Supervisor  
State of Michigan  
County of Ingham

9/6/17  
Date

This instrument was acknowledged before me this Sept 6, 2017 by  
Wanda Bloomquist, Williamstown Township Supervisor, on behalf of Williamstown Township.

**P. SNOW**  
**NOTARY PUBLIC - STATE OF MICHIGAN**  
**COUNTY OF INGHAM**  
My Commission Expires August 10, 2023  
Acting in the County of Ingham

P. SNOW

Drafted by:

James M. Howard  
4990 Zimmer Rd.  
Williamston, MI 48895

When recorded, please return to:  
Williamstown Township  
4990 Zimmer Rd.  
Williamston, MI 48895

11

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Producers 88—Revised  
12-54

# OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 16th day of September, 1969, by and between Glen D. and Gertrude Redell, husband and wife, 951 Haslett Rd, Williamston, Michigan one or more), and Mobil Oil Corporation, hereinafter called lessor (whether of Box 1934, Oklahoma City, Oklahoma hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and More DOLLARS (\$ 10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Ingham, State of Michigan, and being described as follows, to-wit:

E/2 SE except 1 square acre in SW corner on SE 1/4

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COUNTY OF INGHAM  
STATE OF MICHIGAN

of Section 9, Township 4 North, Range 1 East, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 79 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of 10 years from this date (herein called "primary term") and as long thereafter as oil or gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

- 1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.
- 2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee of the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Bank of Lansing (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of Seventy Nine and No/100 DOLLARS (\$ 79.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein 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 motivated 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 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 attending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the

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expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or removed off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of \$5.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the leased premises are now, or shall hereafter be, owned in severally 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; provided, however, that if the leased premises consist of two or more non-abutting tracts (tracts which do not touch each other at any point), this paragraph shall apply separately to each such non-abutting tract.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents signed or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for, shall be apportioned to the separate parts, ratably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereafter shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessees thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 160 acres (plus a tolerance of 10%) for gas or gas-condensate and shall not exceed 40 acres (plus a tolerance of 10%) for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from the land covered by this lease which is placed in the pooled area as the amount of the surface acreage in the land covered by this lease which is placed in the pooled area bears to the amount of the surface acreage of the entire pooled area. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest pooled pursuant hereto. The commencement of a well, the conduct of other drilling operations (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. 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 lessor shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any



of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

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

WITNESS:

LESSOR:

*Joe Gill*  
Joe Gill  
*Thomas J. Barrett*  
Thomas J. Barrett

*Glenn D. Bedell* (SEAL)  
Glenn D. Bedell  
*Gertrude Bedell* (SEAL)  
Gertrude Bedell  
(SEAL)  
(SEAL)

This instrument prepared by Joe Gill, Oklahoma City, Oklahoma

STATE OF Michigan

COUNTY OF Ingham } SS.

(Individual—Mich.)

On this 16th day of September

Glenn D. Bedell and Gertrude Bedell

1969

before me

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as their free act and deed. Given under my hand and seal the day and year first above written.

My commission expires: THOMAS J. BARRETT  
Notary Public, Branch County, Michigan  
My Commission Expires Aug. 18, 1972

*Thomas J. Barrett*  
Notary Public

STATE OF

COUNTY OF } SS.

(Individual—Mich.)

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 the day and year first above written.

My commission expires:

Notary Public

STATE OF

COUNTY OF } SS.

(Corporation—Mich.)

On this day of

19

before me appeared

the President of, to me personally known, who, being by me duly sworn, did say that he is well attested to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said acknowledged the execution of the said instrument as the free act and deed of said corporation. Given under my hand and seal the day and year first above written.

My commission expires:

Notary Public

MICH-1172