

RIGHT OF WAY

RECEIVED OF THE GENERAL TELEPHONE COMPANY OF MICHIGAN, A MICHIGAN CORPORATION, WHOSE PRINCIPAL OFFICES ARE LOCATED AT 860 TERRACE STREET, MUSKEGON, MICHIGAN, THE SUM OF ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY, ACKNOWLEDGED, IN CONSIDERATION OF WHICH /, WE Gustav and Emilie Heinze, husband and wife

HEREBY GRANT AND CONVEY TO THE SAID COMPANY, ITS SUCCESSORS, ASSIGNS, LESSEES, LICENSEES AND AGENTS AN EASEMENT RIGHT-OF-WAY TO CONSTRUCT, RECONSTRUCT, MAINTAIN, OPERATE AND/OR REMOVE LINES OF COMMUNICATIONS FACILITIES CONSISTING OF CONDUITS, CABLES, AND OTHER FIXTURES AND APPURTENANCES AS THEY FROM TIME TO TIME MAY REQUIRE, WITH THE RIGHT OF INGRESS AND EGRESS UPON THE HEREIN DESCRIBED LANDS FOR THE PURPOSE OF THE RIGHT-OF-WAY GRANTED, UNDER, ACROSS, UPON AND/OR OVER THE LANDS /, WE OWN, OR IN WHICH /, WE HAVE AN INTEREST IN SECTION 30 TOWNSHIP OF Geneva T 1S R 16W COUNTY OF Van Buren STATE OF MICHIGAN, AND MORE FULLY DESCRIBED AS FOLLOWS:

$\frac{1}{2}$ of E $\frac{1}{2}$ of S $\frac{1}{2}$ of NE $\frac{1}{4}$ - 20 acres
All NW $\frac{1}{4}$ of SE $\frac{1}{4}$ N. of M-43 - 15 acres
NE $\frac{1}{4}$ of SE $\frac{1}{4}$ - 40 acres

STATE OF MICHIGAN
VAN BUREN COUNTY
RECEIVED FOR RECORD

1962 JUN 8 AM 9 48

AND FACILITIES TO BE LOCATED WITHIN THE ONE ROD WIDE EASEMENT DESCRIBED AS FOLLOWS.

Frank Blaney
Parallel to and approximately 8-10 ft. N. of the S. property line
of above described property.
REGISTER OF DEEDS

IT IS FURTHER AGREED THAT NO PERMANENT STRUCTURE SHALL BE ERECTED WITHIN THIS EASEMENT AND THAT THE GRANTEE HEREIN SHALL HAVE THE RIGHT TO SPRAY, TRIM, AND/OR CUT DOWN ALL TREES AND BRUSH WITHIN THIS EASEMENT.

THIS GRANT IS HEREBY DECLARED TO BE BINDING UPON THE HEIRS, SUCCESSORS, LESSEES, LICENSEES AND ASSIGNS OF THE PARTIES HERETO.

IN WITNESS WHEREOF, We 24 DAY OF May, 19 62 HAVE HEREUNTO SET OUR HAND AND SEAL THIS

WITNESS

Edwin Rice
Edwin Rice
George Heinze
George Heinze

Gustav Heinze
Gustav Heinze
Emilie Heinze
Emilie Heinze

STATE OF MICHIGAN)

SS

COUNTY OF Van Buren

ON THIS 24 DAY OF May, 19 62 BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC IN AND FOR Muskegon COUNTY AND ACTING IN Van Buren COUNTY, PERSONALLY APPEARED Gustav and Emilie Heinze

TO ME KNOWN TO BE THE PERSONS NAMED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AS VENDOR AND ACKNOWLEDGED THAT they EXECUTED THE SAME AS their FREE ACT AND DEED FOR THE INTENTS AND PURPOSES THEREIN MENTIONED.

Edwin Rice
Edwin Rice NOTARY PUBLIC

MY COMMISSION EXPIRES December 28, 19 65

OIL AND GAS LEASE

Agreement: Made and entered into the 23rd day of March, 1977, by and between George H. Heinze & Mary E. Heinze, his wife
Gustav Heinze
Dorothy E. Heinze, a single woman
of Route #1, South Haven, Michigan 49090
or more), and Dart Oil & Gas Corporation hereinafter called lessor (whether one
of P.O. Box 151 A 600 Dart Road, Mason, Michigan 48854 hereinafter called lessee:

1. Witnesseth: That lessor, for and in consideration of one and other Dollar 5 cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto lessee, exclusively, for the purposes of prospecting and exploring by geophysical and other methods, drilling, mining, operating for and producing oil and gas, and of laying pipelines, building and maintaining roadways and of building tanks, power stations and structures thereon to produce, treat, save, care for and remove said production, all that certain tract of land situate in the Township of Geneva, County of VanBuren

State of Michigan described as follows, to wit:
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$, and NE $\frac{1}{4}$ of SE $\frac{1}{4}$, and all of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ LY NWLY of M-43 HWY., sec. 30
SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$, sec. 21

of Section 29-30, Township 18, Range 16W and containing 95 acres, more or less, and including all lands and interests therein, contiguous or appurtenant to said described land and owned or claimed by lessor, whether or not specifically described above.

2. It is agreed that this lease shall remain in force for a primary term of Ten (10) years from this date and if lessee shall commence to drill within said primary term or any extension thereof, lessee shall have the right to continue drilling to completion with reasonable delay; said term shall extend as long thereafter as oil and gas, or either of them is or can be produced by lessee from said land or from a communitized unit as hereinafter provided.

3. In consideration of the premises lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth ($\frac{1}{8}$) part of all oil produced and saved from the leased premises.

To pay lessor one-eighth ($\frac{1}{8}$) of the gross proceeds at the wellhead, payable quarterly, for the gas from each well where gas is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth ($\frac{1}{8}$), payable monthly at the prevailing market rate for gas at the wellhead. Where such gas is not sold or used for a period of one year, and there is no producing gas or oil well on said land or on a communitized unit, as hereinafter provided, including said land, lessee may pay or tender as royalty the sum of One Dollar (\$1.00) multiplied by the number of acres subject to this lease at the end of each such one year period, payable annually at the end of each such year during which gas is not sold or used, and while such royalty is so paid or tendered this lease shall be held as a producing property under the above paragraph setting forth the primary term hereof.

To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth ($\frac{1}{8}$) of the proceeds, payable monthly at the prevailing market rate at the wellhead.

Lessor agrees to pay one-eighth ($\frac{1}{8}$) of any and all taxes levied or assessed upon the production of oil or gas from said land, and lessee is hereby authorized to pay such taxes and assessments on behalf of lessor and to deduct the amount so paid from any monies payable to lessor hereunder.

4. If no well be commenced on said land on or before the 23rd day of March, 1978, this lease shall terminate as to both parties, unless lessee shall on or before that date pay or tender to lessor or lessor's credit in the Direct to lessors address Bank at _____

_____ or its successors, as lessor's agent, which shall continue as the depository regardless of changes in ownership of said land, the sum of \$190.00

dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. The payment herein referred to may be made in currency, draft, or check at the option of lessee and the depositing of such currency, draft or check in any postoffice, with sufficient postage and properly addressed to lessor, or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the term of this lease. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid and any and all other rights conferred.

5. If during the primary term of this lease and prior to the discovery of oil or gas, lessee shall drill a dry hole or holes on this land or land communitized therewith, or, if during the primary term of this lease production on this land or on land communitized therewith shall cease from any cause, this lease shall not terminate provided, within 12 months from the expiration of the last rental period for which rental has been paid or before the next ensuing rental paying date, whichever occurs later in time, operations for the drilling of a well shall be commenced or lessee tenders the payment of rentals in the manner and amount hereinbefore provided.

6. If lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals therein provided for shall be paid to lessor only in the proportion which lessor's 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 lessee's operation thereon except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

8. For the purpose of oil and/or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than approximately eighty (80) acres and/or a gas development unit of not more than approximately three hundred twenty (320) acres but lessee shall in no event be required to drill more than one well on said unit. Each unit may be created by lessee's recording in the Register Of Deeds Office within the county or counties in which said unit is situated, an instrument identifying the unit so created. If such oil or gas well shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants, expressed or implied, in this lease, and the number of acres owned by lessor within the limitations of such development unit only in the proportion that included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

9. Notwithstanding anything to the contrary herein contained or implied by law, all present and future rules and regulations of any governmental agency pertaining to well spacing, drilling or production units, use of material and equipment or otherwise shall be binding on the parties hereto with like effect as though incorporated herein at length.

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 or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on lessee until 30 days after lessee has been furnished with a written transfer or assignment or a true copy thereof, and rentals shall be adjusted in accordance with such change of ownership or assignment at the next succeeding rental anniversary after receipt by lessee of evidence satisfactory to lessee as to parts of the above described lands and the assignee or assignees of such part or parts shall fall or make default in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

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

12. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided, however, if the leased premises consist of two or more non-abutting tracts, this paragraph shall apply separately to each non-abutting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be in-operative as to such portion so consolidated. 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.

13. Lessor hereby warrants and agrees to defend the title to said lands herein described and agrees that lessee shall have the right at any time to redeem for lessor, by payments, any mortgage, taxes, or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made as recited herein.

14. Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to lessor, if the lease is not recorded, or by placing a release thereof of record in the proper county, if the lease is recorded; and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

IN TESTIMONY WHEREOF WE SIGN, This the 23rd day of March, 1977

Witnesses:

George L. Heinze
George L. Heinze
George L. Heinze
George L. Heinze

RECORDED

MAR 19 10 54 1978

George L. Heinze
George L. Heinze
George L. Heinze
George L. Heinze

George L. Heinze

George L. Heinze

STATE OF Michigan
COUNTY OF Van Buren SS.

ACKNOWLEDGMENT TO THE LEASE

On this 23rd day of March, A.D., 1977, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared George L. Heinze & Mary Heinze & Dorothy Heinze, a single woman

to me known as the person SS described in and who executed the foregoing instrument and acknowledged that they had executed the same as their free act and deed.

My Commission Expires January, 7th, 1981. Acting in Van Buren County, Michigan.

STATE OF Michigan
COUNTY OF Van Buren } SS.

ACKNOWLEDGMENT TO THE LEASE

On this day of , A.D., 19 , before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared

to me known as the person described in and who executed the foregoing instrument and acknowledged that he had executed the same as free act and deed.

My Commission Expires , 19 . Acting in County, .

STATE OF
COUNTY OF } SS.

CORPORATION ACKNOWLEDGMENT

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 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

My Commission Expires , 19 . Acting in County, .

This form was prepared by Jim Wentworth of Box 168, P.O. Pleasant, Mich. 48868

OIL AND GAS LEASE

AGREEMENT AND CONTRACT, made and entered into this 10 day of February A.D. 19 82
by and between, George H. Heinze and Mary A. Heinze
Husband and Wife, Gustav Heinze

of Route 1-M-43 South Haven, Michigan 49090 party of the first part, hereinafter called Lessor (whether one or more),
and I.E.D. CORPORATION, party of the second part, hereinafter called Lessee.

1. WITNESSETH: That the Lessor, in consideration of the sum of One Dollar, the receipt and sufficiency of which is hereby acknowledged and the covenants and agreements hereinafter contained, does hereby grant and lease exclusively unto the Lessee all of the oil and gas and all of the constituents of either in and under the land hereinafter described, together with the exclusive right to drill for, explore for by any method, geophysical or otherwise, produce by any method primary, secondary, or otherwise, and market oil and gas and their constituents and of storing gas of any kind in any formation underlying the land, and also the right to enter thereon at all times for the purpose of drilling, exploring, testing, secondary recovery by any method, and operating for oil, gas and water, laying pipelines, erecting tanks, building roads, machinery, compressors, turbines, facilities, powers and structures, and to possess, use, and occupy so much of said premises as is necessary and convenient for said purposes and to install and maintain lines to transport oil, gas, water and electricity, whether produced on said lands or other lands, from, to, over and across said lands, or otherwise, said land being situated in

Section (Lot) 29-30 or, T. 15 and, R. 16 W of Cornewa District (Township),
County of Van Buren State of Michigan And described as follows, to-wit:

3 1/2 of SE 1/4 of NE 1/4 and NE 1/4 of SE 1/4, and a net
NW 1/4 of SE 1/4 1/4 NE 1/4 of M-43, Sec 30
5 1/2 of SW 1/4 of NW 1/4, Sec 30

MAR 18 3 52 AM 1982

Containing 95 acres, more or less and being the same land corrected and
by deed dated March 18, 1982 Book No. Van Buren Co., Mich. and
recorded in said county records in Van Buren, Michigan Page 95
it being the intent of the foregoing to describe and include for the purposes of this lease all of the lands owned by Lessor in said Township or District

2. It is agreed that this lease shall remain in force for a primary term of ten years from this date and as long thereafter as operations for oil or gas are being conducted on the premises, or oil or gas is found in paying quantities in the sole judgment of Lessee, thereon, or any formation underlying the herein leased land is used for storage of gas as provided under paragraph 7 hereof.

3. The Lessee shall deliver to the credit of the Lessor free of cost the equal one-eighth (1/8) part of all oil produced, saved, and sold from the leased premises, and shall pay Lessor one-eighth (1/8) part of the wholesale price for all gas and casing head gas produced and sold from the premises, payable monthly, Lessee to deduct from payments above Lessors pro rata share of any severance (excise) tax imposed by any governmental body, provided, Lessee shall pay Lessor a royalty at the rate of Fifty Dollars per year on each well while, through lack of market or pipeline, gas or oil therefrom is not sold or used off the premises, and while said royalty is so paid said well shall be held to be a paying well under paragraph 2 hereof.

4. The Lessee shall commence operations for a well on the premises on or before one year from the date above unless Lessee pays or tenders thereafter a rental of See Paragraph #18 payable annually, or proportionately by quarter for each year that operations are delayed from the time above mentioned. The consideration first recited herein, the down payment, shall cover not only the privilege granted to the date when first 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. The drilling of a non-productive well shall be accepted by the Lessor in lieu of delay rental for a period of one year after its completion, and following the exhaustion or abandonment of all wells the Lessee shall have the right for a period of one year to resume the payment of delay rental or commence operations for another well. Upon the resumption of payment of rentals the provisions hereof governing such payment and the effect thereof shall continue in force as though they have not been interrupted.

5. All monies coming due hereunder shall be paid or tendered to George H. Heinze and Mary Heinze
direct, or by check payable to his (or her) order mailed to Route One - M-43 - South Haven Michigan 49090
and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil or gas or their constituents, or the rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided. No default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any conditions provided for herein unless the Lessee shall refuse or neglect to pay, tender, or attempt to pay or commence performance of the same for ninety days after having received written notice by registered mail from the Lessor of his intention to declare such default. Further no default shall be declared against Lessor by Lessor for any errors, omissions, incorrectness, or any other defects in notarization, filing or witness of this lease.

6. Lessor reserved 250,000 cubic feet of gas per annum for domestic use, at one principal dwelling to be taken through his own appliances at any producing gas well, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

7. Lessee shall have the right to use any formation underlying the leased premises for the storage of gas and shall have all rights and rights-of-way necessary to store, produce, use, and utilize such stored gas. As full payment for such storage rights, the Lessee shall pay to the Lessor a rental at the rate of \$2.00 per acre per year, while the premises are so used, and so long as the storage payment is made, all provisions of this lease shall remain in full effect. For the purpose of storage the term "gas" shall include all gaseous substances including air to be used for pressurization, repressurization, recovery, storage, or any other purpose.

8. Lessor further grants to the Lessee, his heirs and assigns, the right to unitize this lease or any part hereof with other leases to form a drilling unit or units at the sole discretion of the Lessee. In the event this lease is so unitized, the Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of the royalty above provided, as the acreage covered by this lease or any unitized portion bears to the total acreage comprising the unit.

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

10. No well may be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lessor. Lessee shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. Lessee shall also have the right at any time to remove all or part of the machinery, fixtures or structures placed on said premises, including the right to draw and remove casings. Lessee shall have the exclusive right to enter, reenter, work upon, produce, and in all ways utilize any existing oil or gas wells or test holes and existing equipment thereto; subject only to the royalty and other provision of this lease. Lessee shall pay for damages caused by its operations to growing crops on said lands, and when requested by Lessor, shall bury its pipelines below plow depth.

11. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed, in event this lease shall be assigned as to any part or parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said Lessee or any assignee thereof shall make due payment of said rental. 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 Lessee has been furnished with a written transfer or assignment or a certified copy thereof.

12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancellation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this lease shall become absolutely null and void except that the rights granted under paragraph 1 herein as to the laying, using, and maintaining of pipelines to transport oil, gas, or water, whether produced on said lands or other lands, from, to, over and across said lands shall remain in full force and effect until specifically released by Lessee even if this Lease should expire of term or otherwise. This surrender may be made to the Lessor, or if more than one Lessor, then to any one of them, or to the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by mail addressed to the post office address of such person, or by recording a duly executed surrender thereof in the Recorder's office of the County in which the land is located.

13. Lessor hereby warrants a good fee simple title to the leased premises and agrees to defend the title to the land here described and 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 for all of its costs or damages including reasonable attorney's fees by applying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens. Lessor further warrants that no valid lease for oil or gas exists on the land herein described other than this lease and that Lessor will protect and save harmless Lessee for any losses sustained by Lessee due to the existence of another valid lease on this land.

14. It is expressly agreed that if the Lessee shall commence operations for a well at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if the production results therefrom, then as long as production continues. If after the expiration of the term of this lease production from the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes operations within one year 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 oil or gas is produced in paying quantities. For the purposes of this agreement the phrase "commence operations for a well" shall mean any activity necessary or convenient to drilling a well including but not limited to surveying, or staking, or permitting, or clearing a drill site or any one or more of the above. Lessor agrees not to take, nor cause any others to take, any action that in any way prohibits, impedes, slows down, enjoins, delays, hampers, damages, or in any way adversely affects any of the Lessee's rights granted by this lease.

15. Lessor states that no gas and oil is now being produced from the premises and that Lessor is not receiving any payments from any other lease, and that any past lease is now terminated in accordance with its term thereof.

16. When drilling, reworking, production or other operations are delayed or interrupted by force majeure, that is, by storm, flood, rain, snow or other acts of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of any law, judgment, order, rule, regulation, requisition or necessity of any government, Federal or State, or Local, or 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, but this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such drilling or other operations on or producing oil, gas, casing head gas, condensate or other minerals from the premises.

17. Lessor agrees to give Lessee first right of refusal to renew this Lease agreement upon the expiration of the primary term of said lease. This agreement contains all of the terms, conditions, and considerations of this contract and lease and no other representation verbal or otherwise by any party hereto shall be relied upon by any party hereto. The filing for record of this lease agreement and contract by the Lessee shall serve as acceptance by the Lessee.

18. The effective date of this lease and agreement shall be Feb. 10, 1982, and the schedule of delay rental payments shall commence 360 days from the effective date and shall be paid as follows: (a) \$ 2.00 per acre per year for the first two years, (b) \$ 3.00 per acre for the next three years, (c) \$ 5.00 per acre for the remaining four years.

19. Should paragraph #7 be used, Lessee and Lessor shall agree to its utilization.

WITNESS the hands and seals of the parties hereto the day and year first above written. This lease may be signed in counterparts.

Barbara R Carpenter
BARBARA R CARPENTER

George H. Heinze
GEORGE H HEINZE

(SEAL)

John A. Flanch
JOHN A FLANCH

Mary A. Heinze
MARY A HEINZE

(SEAL)

Gustav Heinze
GUSTAV HEINZE

(SEAL)

(SEAL)

STATE OF MICHIGAN

ACKNOWLEDGEMENT

COUNTY OF VAN BUREN

On this 11 day of February, 1982, before me personally appeared George H. Heinze, Mary A. Heinze and Gustav Heinze, to me known to be the person described in and who executed the foregoing instrument, and that they executed the same as a free act and deed.

Barbara R Carpenter, Notary Public Van Buren County, Michigan
My Commission Expires October 1, 1985 Acting in Van Buren County, Michigan

OHIO ACKNOWLEDGEMENT

STATE OF OHIO, _____ SS

Before me, a Notary Public in and for said state personally appeared the above, named _____

that _____ he _____ did sign the foregoing instrument, and that the same is _____ free act and deed. In testimony whereof I have hereunto subscribed my name at _____ this _____ day of _____, 19 _____

My Commission expires _____

Notary Public

RECORDING DATA:

Term

County

State

Location

Acres

Date

19

To

OIL AND GAS LEASE



STATE OF MICHIGAN - FARMLAND DEVELOPMENT RIGHTS AGREEMENT

PLEASE RECORD THIS DOCUMENT BEFORE 2/12/2019

AGREEMENT #80-61713-123170

THIS FARMLAND DEVELOPMENT RIGHTS AGREEMENT, MADE AND EXECUTED THIS 24 day of AUGUST 2018, by and between **Barbara J Holtzman** hereinafter referred to as the "Owner" and the Department of Agriculture and Rural Development for and on behalf of the State of Michigan; WITNESSETH WHEREAS, the Owner owns real property in the County of **Van Buren**, State of Michigan, hereinafter referred to as the "Subject Property", which is described as follows: **S 1/2 of the S 1/2 of the S 1/2 of the SW 1/4 of the NW 1/4 of Section 29, T1S R16W, ALSO the S 1/2 of the SE 1/4 of the NE 1/4 of Section 30, T1S R16W, ALSO the NE 1/4 of the SE 1/4, ALSO all of the NW 1/4 of the SE 1/4 lying NE'ly of M-43 Highway, EXCEPT comm at the center of Sec 30, th N 89deg48'36" E on the E-W 1/4 line 303.9 ft to the c/l of M-43 Highway and the POB, th cont. N 89deg48'36" E on sd 1/4 line 286 ft, th S 31deg50'24" E 88 ft, th S 37deg50'41" W 189.74 ft to the c/l of M-43 Hwy., th N 44deg00'22" W on same 310.93 ft to the POB. All land described is located in Sections 29 & 30, T1S R16W, Geneva Township, Van Buren County, Michigan.**

This Agreement shall serve notice of the removal and replacement of the property described above from a similar Agreement recorded in the Van Buren County Register of Deeds Office in Liber 1578, Page 307, on January 15, 2013.

WHEREAS, Subject Property is now devoted to agricultural uses and uses compatible thereto; and WHEREAS, the Owner and State of Michigan desire to limit the use of Subject Property to agricultural uses and uses compatible thereto in order to preserve a maximum of agricultural land, to conserve Michigan's economic resources, to maintain the agricultural economy, to assure a supply of food and fiber for future residents of the State and to discourage the premature and unnecessary conversion of agricultural land to more intensive uses, recognizing that such land has public value as agricultural land and constitutes an important physical, social, aesthetic and economic asset to the Owner and the State; and

WHEREAS, both the Owner and the State of Michigan intend that the terms, conditions and restrictions of this Agreement be consistent with those Agreements authorized by Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 (being Sections 324.36101 to 324.36117 of Michigan Compiled Laws annotated).

NOW, THEREFORE, the parties hereto for and in consideration of benefits to each of them accruing by virtue hereof AGREE that: 1. This Agreement is made and entered into pursuant to the provisions of Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 and all of the provisions of said Act are incorporated herein by reference and made a part thereof.

2. A structure shall not be built on the Subject Property except for use consistent with farm operations, which includes a residence for an individual essential to the operation of the farm under section 36111(2)(b), or lines for utility transmission or distribution purposes or with the approval of the local governing body and the state land use agency.

3. Land improvements shall not be made except for use consistent with farm operations or with the approval of the local governing body and the state land use agency.

4. Any interest in the subject property shall not be sold except a scenic, access or utility easement which does not substantially hinder farm operations.

5. Public access is not permitted on the land unless agreed to by the owner.

6. The exploration and extraction for natural gas and oil is hereby permitted provided the Department of Agriculture and Rural Development shall be notified by the owner when such activity takes place. The extraction of other surface and sub-surface minerals is hereby prohibited unless specifically approved by the Department of Agriculture and Rural Development, and the Geneva

Township Board

7. The term of this Agreement shall be for **sixty-three (63) years**, commencing on the 1st day of January, **2008**, and ending on the 31st day of December, **2070**.

8. This agreement may be terminated subject to the same provisions and with like penalties as set forth in Part 361 of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 for the termination of said Agreements.

9. If the Subject Property is sold to another party whose name does not appear on this Agreement, the seller must obtain a signed statement from the purchaser which declares that the purchaser will honor all conditions and restrictions contained in this Agreement and declares that the purchaser will assume responsibilities for all payback and/or penalty provisions provided by law.

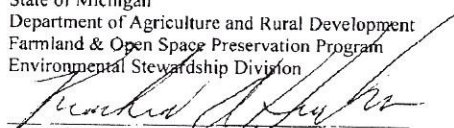
10. This Agreement shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, successors, trustees and assigns to the parties.

Return to:
Barbara Holtzman ✓
67673 M-43
South Haven MI 49090
AGREEMENT# 80-61713-123170
Transfer ERKL

Prepared by:
Richard A Harlow, Program Manager
MDARD-ESD Farmland Program
PO Box 30449
Lansing, MI 48909


State of Michigan Use Only

State of Michigan
Department of Agriculture and Rural Development
Farmland & Open Space Preservation Program
Environmental Stewardship Division


Richard A Harlow, Program Manager

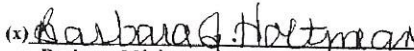
STATE OF MICHIGAN
COUNTY OF INGHAM

On this August 16th 2018 AD, before me, a Notary Public in and for said County personally appeared Richard A Harlow, Program Manager to me known to be the same person who executed the foregoing agreement, and who acknowledged the same to be his free act and deed and the free act of the Department of Agriculture and Rural Development for the State of Michigan in whose behalf he acts.


Lexava L Smith, Notary Public
Eaton County, Michigan acting in Ingham County, Michigan
My Commission Expires: April 17, 2019

Do not write above this line - State of Michigan Use Only


IN WITNESSTHEREOF, the party(ies) have executed this Agreement as of the date notarized below.

(x) 
Barbara J Holtzman

STATE OF MICHIGAN

COUNTY OF Van Buren

On this 24th day of August AD 2018, before me, a Notary Public, personally appeared Barbara J Holtzman to me known to be the same person who executed the foregoing instrument, and who acknowledges the same to be his/her own free act and deed.

(x) 
Elizabeth Johnson, Notary Public
Comm Exp: June 14, 2023
Van Buren County, MI acting in Van Buren County, MI

Place Notary Stamp or Seal Here

LR-3354328 L: 1672 P: 986 FLA
08/24/2018 03:58:06 PM Total Pages: 2 Fees: \$30.00
Paul W. DeYoung, Register of Deeds - Van Buren County, MI

Return to:
Barbara Holtzman
67673 M-43 67421 M-43
South Haven MI 49090
AGREEMENT# 80-61713-123170
Transfer ERKL

Prepared by:
Richard A Harlow, Program Manager
MDARD-ESD Farmland Program
PO Box 30449
Lansing, MI 48909