

SUBSURFACE OIL AND GAS LEASE

F-2  
58-17  
201-271-121

THIS INDENTURE, made and entered into this 23rd day of October, 1985, by and between THE DETROIT EDISON COMPANY, a Michigan corporation, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON" as Lessor, and SOMOCO, INC., a Michigan corporation, of P.O. Drawer 10, Olney, Illinois 62450 hereinafter referred to as LESSEE.

W I T N E S S E I T H :

THAT EDISON, for and in consideration of the annual rental of ~~Eight Thousand Nine Hundred Ninety two and no/100~~ <sup>Nine Thousand Two Hundred Ninety and NO/100</sup> ~~(9,290.00)~~ <sup>(9,290.00)</sup> ~~(9,992.00)~~ Dollars and the covenants and agreements hereinafter contained on the part of LESSEE to be paid, kept and performed, does hereby let and lease to LESSEE for the sole and only purpose of subsurface operations for oil and gas with the limitation that LESSEE expressly agrees not to enter upon the premises for any reason whatsoever without the prior written consent of EDISON, under the following described premises located in the Township of Novi, County of Oakland, and State of Michigan:

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(12)

Being part of:

The Southwest 1/4 of Section 5; the West 1/2 of Section 8, the West 1/2 of Section 17; the West 1/2 of Section 20; the West 1/2 of Section 29; Northeast 1/4 of Section 29; the Northeast 1/4 of Section 31; the West 1/2 of Section 31; more positively shown on attached Exhibit "A".

Subject to any and all easements, leases and restrictions of record and not of record which a visual inspection of the premises would disclose.

It is agreed that this Lease shall remain in force for a primary term of three (3) years commencing NOV 1, 1985 and terminating OCT 31, 1988, provided, however, that if LESSEE shall commence to drill within said primary term, LESSEE shall have the right to continue drilling to completion with reasonable diligence and said term shall extend as long thereafter as oil and gas, or either of them, is produced by LESSEE from said land or from a communitized unit as hereinafter provided.

2500  
DUE

In consideration of the premises, LESSEE covenants and agrees.

(1) To pay EDISON three sixteenths (3/16) of the market value in currency, draft or check of all oil and gas produced and saved from the leased premises, payable quarterly at the prevailing market rate.

(2) If no oil or gas well is commenced on or before the 31<sup>st</sup> day of OCTOBER, 1986, this Lease shall terminate as to both parties, unless LESSEE shall, on or before that date, pay or tender to EDISON in the U.S. mail to 2000 Second Avenue, Detroit, Michigan 48226, or its successors, the sum of <sup>Nine</sup> ~~Eight~~ *TE* *ADH* Thousand Two Hundred Ninety and NO/100 ~~Thousand Nine Hundred Ninety Two and no/100~~ (\$9,290.00) Dollars which shall operate as a delay rental and cover the privilege of deferring the commencement of a well for twelve (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 post office, with sufficient postage and properly addressed to EDISON on or before said last mentioned date, shall be deemed payment as herein provided.

In like manner and upon like payments or tenders, annually, the commencement of said operations may be further deferred for successive periods of the same number of months each, during the primary term.

(3) If LESSEE obtains production of oil and gas on said land or on land with which the leased premises or any portion thereof have been pooled, and, if all such production is shut in by reason of Force Majeure or the lack either of a market at the well or wells or of any available pipeline outlet in the field, this Lease shall not terminate but shall continue in effect during such shut in period as though production were actually being obtained on the premises, and thirty (30) days after each month in which a shut in period occurs when all such production is so shut

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in, LESSEE shall pay or tender, by check of LESSEE, to EDISON as herein provided, a daily shut in Royalty of ~~370.30~~ <sup>372.71</sup> Dollars, based on the entire ~~265.4~~ <sup>265.4</sup> acres, multiplied by the number of days of each shut in month, or fraction of a month, EDISON or other owners of the royalty as of the date of such payment shall be entitled thereto in proportion to their ownership of the royalty. The provisions of this paragraph shall be recurring at all times during the life of this Lease. Failure to comply with the monthly shut in royalty payment on a timely basis, shall result in termination of this Lease.

~~(4) LESSEE agrees that they shall not extract oil or gas above a depth of 1600 feet.~~

~~(5) It is expressly understood and agreed that the LESSEE shall not operate or use any vehicles or equipment of any kind whatsoever, any part of which may come within a radius of one hundred (100) feet from any Detroit Edison Company transmission lines.~~

(6) 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 EDISON.

(7) LESSEE agrees that it will extract no oil or gas above a depth of one thousand five hundred (1,500) feet and notwithstanding anything herein contained to the contrary, it will not build any structures, tanks or drill any wells, upon or under any portion of the demised premises hereinbefore described.

(8) It is expressly understood that LESSEE has no right of any kind to use any portion of the demised premises for underground storage of oil or gas after removal of same.

(9) It is expressly understood, as a material covenant of this Lease, that LESSEE shall not operate or use any vehicles or equipment of any kind whatsoever, any part of which may come within a radius of one hundred (100) feet from the transmission lines of EDISON on the demised premises.

(10) LESSEE shall notify EDISON, in writing, addressed to the Director of Real Estate and Rights of Way Department of EDISON, not less than thirty (30) days prior to the date it intends to commence any operations under this Lease on the demised premises.

(11) LESSEE covenants and agrees that it shall indemnify and hold EDISON and all of its officers, agents and employes, harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, whether to any person, or property or both, arising directly and indirectly out of or in connection with LESSEE'S or any of their contractors use of the premises under this Oil and Gas Lease, to which EDISON or any of its officers, agents or employes may be subject or put by reason of any act, action, negligence or omission on the part of LESSEE, its contractors or any of its officers, agents and employes.

In the event any suit or other proceedings, for any claim, loss, damage, cost, charge, or expense covered by LESSEE'S foregoing indemnity should be brought against EDISON or any of its officers, agents, or employes, LESSEE hereby covenants and agrees to assume the defense thereof and defend the same at LESSEE'S own expense and to pay any and all costs, charges, attorney's fees, and other expenses, and any and all judgments that may be incurred by, or obtained against EDISON or any of its officers, agents or employes in such suits or other proceedings. In the event of any judgment or other lien being placed upon the property of EDISON in such suits or other proceedings, LESSEE shall at once cause the same to be dissolved and discharged by giving bond or otherwise.

LESSEE and its contractors shall at their own expense, procure, maintain and keep in effect during the term of this agreement, and any extensions or renewals thereof, a policy of Public Liability Insurance, satisfactory to EDISON in form and liability assumed herein, in the amount of \$500,000 each person,

\$1,000,000 each occurrence bodily injury liability and \$500,000 each occurrence property damage liability. Such insurance shall include explosion damage, collapse or damage to underground property coverage (commonly known as "XCU").

With respect to damage to LESSEE'S and its contractor's property used on said premises, LESSEE and its contractors hereby agrees to waive its rights of recovery against EDISON and if such property is insured to waive the insurer's rights to subrogation.

LESSEE and its contractors shall at the time of this Oil and Gas Lease, provide EDISON'S Director of Real Estate and Rights of Way with a Certificate of Insurance evidencing such insurance coverage as provided for herein and evidence of renewals thereof. Such certificates shall state that no material change or cancellation can be effected without ten (10) days prior written notice to EDISON.

It is expressly understood that the obtaining of the insurance as is herein provided, shall in no way limit or release LESSEE'S liability under the indemnity provisions as provided herein.

(12) For the purpose of oil and/or gas development and production under this Lease, EDISON 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. 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 EDISON shall participate in the three-sixteenths (3/16) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by EDISON within the limitations of such development unit bears to the total number of

acres included therein. At the option of LESSEE, a diagonal well spacing pattern may be followed.

(13) 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, use of material and equipment or otherwise will be binding on the parties hereto with like effect as though incorporated herein at length.

(14) 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 until after LESSEE has been furnished with a written transfer or assignment or a true copy thereof; and 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 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 defaults shall not operate to defeat or affect this Lease insofar as it covers a part or parts of said lands, upon which LESSEE or any assigns thereof shall make due payments of said rentals.

(15) The injection of water, brine, or other fluids into subsurface strata is expressly prohibited.

(16) 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 nonabutting tracts, 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 inoperative as to such portion so consolidated. There shall be no obligation on the part of 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.

(17) 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 EDISON, if Lease is not recorded, or by placing a release thereof of record in the proper county, if 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 the event LESSEE surrenders this Lease, it shall, within a reasonable time, completely remove all equipment and structures which it placed upon the premises, at its own expense, and should it fail to do so, EDISON shall have the right to remove same and charge LESSEE for the expense thereof.

(18) EDISON shall, at all times, have the right to examine the books of account of LESSEE for the purpose of verifying the amount of production of gas and/or oil from the demised premises.

(19) LESSEE shall concurrently furnish to EDISON any logs or other information obtained from or provided to the Department of Natural Resources of the State of Michigan which disclose the extent of LESSEE'S drilling operations under the terms of this Lease.

(20) If LESSEE shall fail to pay any rentals, delay rentals and royalties as aforesaid (although no legal or formal demand has been made therefor), or shall violate or fail to perform any of the other conditions, covenants or agreements herein made by LESSEE, then EDISON shall have the right to terminate this Lease upon written notice to LESSEE.

(21) This Lease contains and embodies the entire agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise, between the parties not contained in this Lease shall be of any force or effect. This Lease may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by both parties hereto.

(22) The terms and provisions of this Lease shall be governed and construed by the laws of Michigan.

This Lease is subject to the terms of a trust mortgage together with supplemental indentures thereto granted by EDISON to Bankers Trust Company of New York.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 25th day of October, 1985.

In the Presence of:

THE DETROIT EDISON COMPANY

Richard A. Gloger  
RICHARD A. GLOGER  
Janet A. Scullen  
Janet A. Scullen

By: [Signature]  
NORMAN R. TEARSHAW, JR.  
Secretary  
By: Flaine M. Godfrey  
FLAINE M. GODFREY  
Secretary

SOMOCO, INC.

Rasa E. Baker  
Rasa E. Baker  
[Signature]  
Executive Assistant

By: Robert E. Tucker, Jr.  
Robert E. Tucker, Jr.  
President  
By: [Signature]  
R. Michael Harris  
Vice President



STATE OF MICHIGAN )  
COUNTY OF WAYNE ) SS

LB 9366 PAGE 225

On this 20th day of November, 1985, before me the subscriber, a Notary Public in and for said County, appeared Robert R. Tewksbury and Elaine M. Godfrey, to me personally known, who being by me duly sworn did say they are the Director-RE&RW and Assistant Secretary of THE DETROIT EDISON COMPANY, a Michigan corporation, and that the seal affixed to said instrument is the corporation seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and Robert R. Tewksbury and Elaine M. Godfrey acknowledge said instrument was signed in behalf of said corporation as its free act and deed.

Janet A. Sculler Janet A. Sculler  
Notary Public, Macomb County, Michigan  
My Commission Expires: 7-31-89  
Acting in Wayne County

STATE OF MICHIGAN )  
COUNTY OF Grand Traverse ) SS

On this 25th day of October, 1985, before me the subscriber, a Notary Public in and for said County, appeared Robert E. Tucker, Jr. and R. Michael Harris, to me personally known, who being by me duly sworn did say they are the President and Vice President of SOMOCO, INC., a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and Robert E. Tucker, Jr. and R. Michael Harris acknowledged said instrument to be the free act and deed of said corporation.

Paul G. Baker Paul G. Baker  
Notary Public, Grand Traverse County, Michigan  
My Commission Expires: October 14, 1988  
Benzie County, Acting in Grand Traverse County, MI.

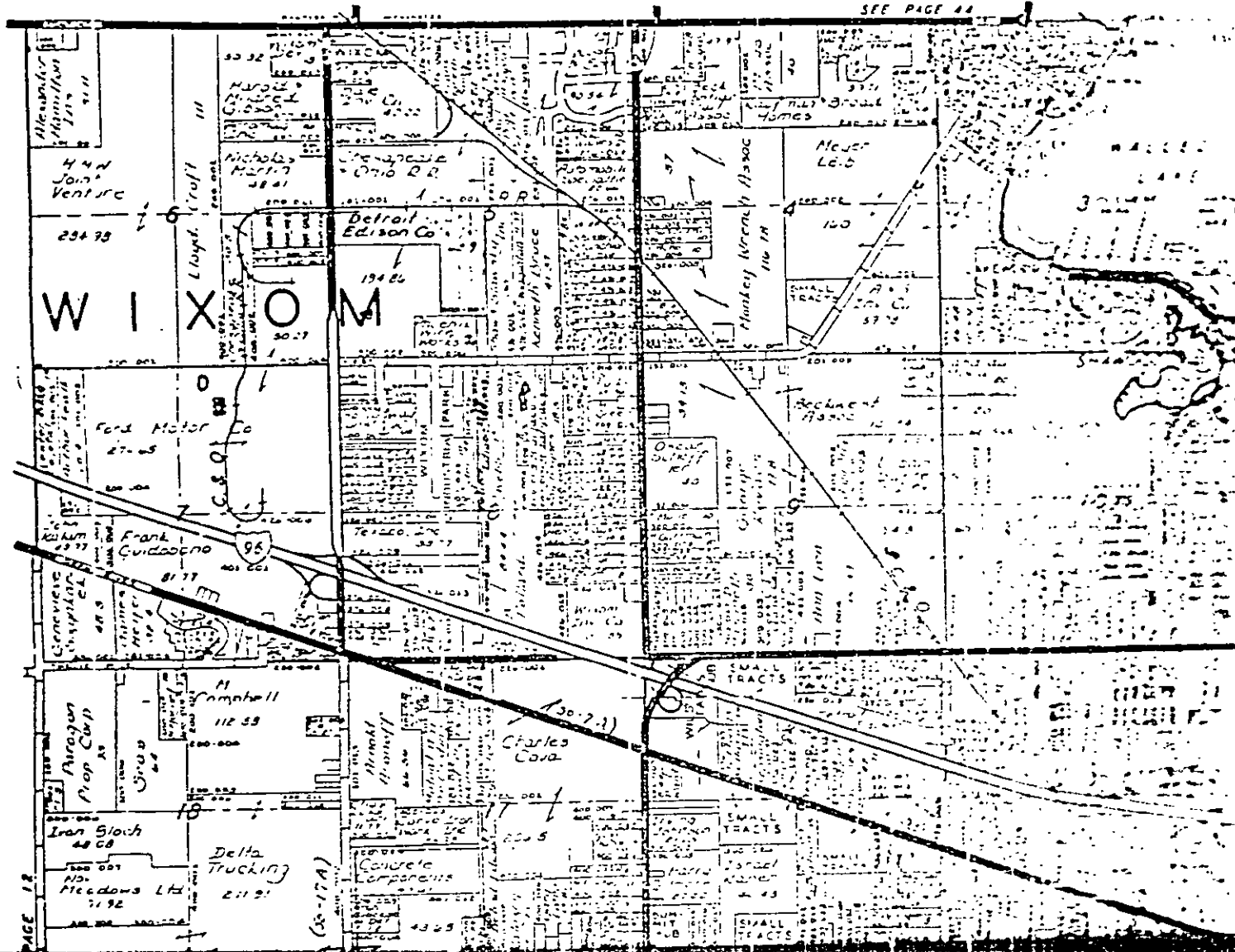
Prepared by: James J. Dostaloff  
1000 Second Avenue  
Detroit, MI 48226

Notary Public  
Grand Traverse County, Michigan



# NOVI

REF: 9366 PAGE 227



Attached to and made part of that certain Oil and Gas Lease between Detroit Edison Company, Lessor, and SOMOCO, INC., Lessee, dated October 25, 1985.

SCHEDULE OF SIDWELL NUMBERS FOR LANDS COVERED IN OIL AND GAS LEASE

Township 1 North, Range 8 East, Novi Township, Oakland County, Michigan

- Section 5: ~~(96-22-05-300-008)~~ - SW 1/4
- Section 8: ~~(96-22-08-100-036)~~ SW and NW 1/4 (EXCEPT that part in E 1/2, Sec. 8)  
~~(96-22-08-376-014)~~ - SW 1/4
- Section 17: ~~(50-22-17-126-004)~~ - NW 1/4  
~~(50-22-17-300-015)~~ (Formerly 300-010 and 300-008)  
SW 1/4
- Section 20: ~~(50-22-20-376-018)~~ (Formerly 376-008 and 100-013)  
NW and SW 1/4
- Section 29: ~~(50-22-29-126-009)~~ (Formerly 126-004, 126-007, 126-008 and 253-002) - NW and NE 1/4  
~~(50-22-29-326-025)~~ (Formerly 326-005 and 326-023) - SW 1/4  
~~(50-22-29-376-022)~~ (Formerly 376-001) - SW 1/4
- Section 30: ~~(50-22-29-376-022)~~ (Formerly 30-476-006) SE 1/4
- Section 31: ~~(50-22-31-200-038)~~ (Formerly 200-004, 200-005 and 200-007) NE 1/4  
~~(50-22-31-100-008)~~ (Formerly 300-001 and 100-007)  
NW and SW 1/4

AMENDMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, SOMOCO, INC., a Michigan corporation, of 10850 Traverse Highway, Traverse City, Michigan 49684, and of P.O. Drawer 10, Olney, Illinois 62450, hereinafter referred to as "Lessee", is the present owner of all right, title, and interest under that certain Oil and Gas Lease dated October 25, 1985, from Detroit Edison Company, a Michigan corporation, of 2000 Second Avenue, Detroit, Michigan 48226, as Lessor, to SOMOCO, INC., a Michigan corporation, as Lessee, recorded in Liber 9366 at pages 217 to 228 of the Records of Oakland County, Michigan, and covering certain lands situated in said County and State, as more particularly described in said Lease, reference to said Lease and to the record thereof being here made for all purposes,

AND, WHEREAS, it is the desire of both Lessor and Lessee to reform said Lease so as to amend the terms and language of Paragraph # 3 of said Lease,

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned DETROIT EDISON COMPANY, as Lessor, hereby agrees with the undersigned SOMOCO, INC., as Lessee, that the above-mentioned Oil and Gas Lease shall be, and the same hereby is reformed and amended so that the terms and language of Paragraph # 3 of said Lease is as follows:

3. If LESSEE obtains production of oil and gas on said land or on land with which the leased premises or any portion thereof has been pooled, and, if such production is shut in by reason of Force Majeure or the lack of either a market at the well or wells or of any available pipeline outlet in the field, this Lease shall not terminate but shall continue in effect during such shut in period as though production were actually being obtained on the premises, and thirty (30) days after each quarterly period in which such shut in period occurs when all such production is so shut in, LESSEE shall pay or tender, by check of LESSEE, to EDISON, as herein provided, a daily shut in royalty of \$72.71 Dollars, based on the entire 265.4 acres, multiplied by the number of days of each shut in quarter, or fraction of a quarter, EDISON or other owners of the royalty as of the date of such payment shall be entitled thereto in proportion to their ownership of the royalty. The provisions of this paragraph shall be recurring at all times during the life of this lease. Failure to comply with the quarterly shut in royalty payment on a timely basis shall result in termination of this lease.

② #

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Lessor hereby in all things adopts, ratifies and confirms said Lease as the same is hereby amended and agrees that all other terms and conditions of said Lease shall remain the same and unchanged.

This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

The parties hereto agree that this Amendment shall be effective on January 1, 1987.

IN WITNESS WHEREOF, This Amendment of Oil and Gas Lease, this 17th day of December, 1986. B992 RED DEEDS FRI  
DEC 03 '87 02:23PM  
0805 MISC 7.00

WITNESSES:

Connie Earnest  
Connie Earnest

Daniel Sitarz  
Daniel Sitarz

Richard A. Gloger  
RICHARD A. GLOGER

Patricia Seabolt  
Patricia Seabolt

SOMOCO, INC., a Michigan corporation  
By: R. Michael Harris  
R. Michael Harris  
Its: Vice-president

DETROIT EDISON COMPANY, a Michigan corporation

By: Robert E. Tenenbury

Its: ROBERT E. TENENBURY, DIRECTOR  
Real Estate and Rights of Way

AKD

② copy/lease

Correction of Description on Oil and Gas Lease 8720408

State of Michigan )
County of Oakland ) ss

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, heretofore, The Detroit Edison Company, (Lessor) a Michigan corporation granted an Oil and Gas Lease to SOMOCO, INC., (Lessee) a Michigan corporation on October 25, 1985, which Lease was recorded in Liber 9366 at page 217 of the records of the register of Deeds of Oakland County; and

WHEREAS, the description of lands covered in said Lease is indefinite and/or incomplete and the lands intended to be covered by said Lease are more accurately described on Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the parties desire to amend said Lease to more completely describe the lands covered therein, and to ratify said Lease as so amended;

NOW THEREFORE, in consideration of the premises and \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby declares that it was and is its intention to lease the lands described on Exhibit "A" and further, it does hereby amend "Exhibit A" attached to said Lease, describing the lands covered thereby, to be identical in all respects with "Exhibit A" attached hereto, and agree that the lands described on "Exhibit A" attached hereto and incorporated herein are the lands subject to the terms of said Lease; and

FURTHER, The Detroit Edison Company adopts, ratifies and confirms said Lease, as hereby amended, in all of its terms and provisions, and further agrees and declares that said Lease, as herein amended, is a valid and subsisting oil and gas lease in all of its terms and provisions.

IN WITNESS WHEREOF, this instrument is executed this 27 day of March, 1987.

WITNESSES:

Signature of Sharon V. Spachniak

THOMAS WILSON

Signature of Connie Earnest
Daniel Sitarz

THE DETROIT EDISON COMPANY, a Michigan corporation

By: R. B. Townsbury, Director, Real Estate and Rights of Way

Its: \_\_\_\_\_

SOMOCO, INC., a Michigan corporation

By: R. Michael Harris
R. MICHAEL HARRIS DEEDS PAID

Its: Vice 0805 MTSU 13.00

STATE OF MICHIGAN )
COUNTY OF Wayne ) ss

CORPORATE ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me on March 27, 1987 by R. B. Townsbury, the Director, Real Estate and Rights of Way of THE DETROIT EDISON COMPANY, a Michigan corporation, on behalf of said corporation.

My commission expires \_\_\_\_\_

Signature of Thomas Wilson

Notary Public
County, Michigan

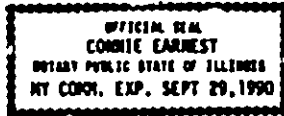
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STATE OF ILLINOIS )  
COUNTY OF RICHLAND ) SS CORPORATE ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on November 10th, 1986, by R. Michael Harris, the Vice-President of SOMOCO, INC., a Michigan corporation, on behalf of said corporation.

My Commission expires:

*Connie Earnest*  
Connie Earnest



Prepared by:

Deborah L. Bruce  
Thompson, Zirnhelt, Bowron & Rosi, P.C.  
P.O. Box 1067  
Traverse City, MI 49685-1067

Return to:

SOMOCO, INC.  
P.O. Drawer 10  
Olney, IL 62450

Attached to and made part of that certain Oil and Gas Lease between Detroit Edison Company Lessor, and SOMOCO, INC., Lessee, dated October 25, 1985.

SCHEDULE OF SIDWELL NUMBERS FOR LANDS COVERED IN OIL AND GAS LEASE

Township 1 North, Range 8 East, Novi Township, Oakland County, Michigan

- Section 5: ~~60-22-05-300-008~~ - Settle
- Section 8: ~~96-22-08-100-016~~ (EXCEPT that part in E 1/2, Sec. 8) Settle  
~~96-22-08-376-018~~ - Settle
- Section 17: ~~50-22-17-126-004~~ - Settle  
~~50-22-17-300-013~~ (Formerly 300-010 and 300-008) Settle
- Section 20: ~~50-22-20-376-018~~ (Formerly 376-008 and 100-013) Settle
- Section 29: ~~50-22-29-126-009~~ (Formerly 126-004, 126-007, 126-008 and 253-002) - Settle  
~~50-22-29-326-025~~ (Formerly 326-005 and 326-025) - Settle  
~~50-22-29-376-022~~ (Formerly 376-001) - Settle
- Section 30: ~~50-22-29-376-022~~ (Formerly 30-476-006) Settle
- Section 31: ~~50-22-31-200-038~~ (Formerly 200-004, 200-005 and 200-007) Settle  
~~50-22-31-300-008~~ (Formerly 300-001 and 100-007) Settle

LEGAL DEPARTMENT *3/12/87*

Attached to and made a part of that certain Correction of Description in and Ratification of Oil and Gas Lease between The Detroit Edison Company, Lessor, and SOMOCO, INC., Lessee, dated March 27, 1987. --1986--

Township 1 North, Range 8 East, Novi Township, Oakland County, Michigan:

Section 5: (96)-22-05-300-008

Section 8: (96)-22-08-100-036 (EXCEPT that part in the East one-half (E1/2) of Section 8).

(96)-22-08-376-014

Section 17: (50)-22-17-126-004  
(50)-22-17-300-015 (Formerly 300-010 and 300-008).

A portion of said land is more particularly described as follows:

That part of the Southwest one-quarter (SW1/4) of Section 17, Township 1 North, Range 8 East, described as: Beginning at the center of said Section; thence Southerly along the North and South one-quarter (N-S1/4) line, 1,958.45 feet to an iron, said iron being 676.80 feet Northerly of the South one-quarter (S1/4) corner of said Section; thence Westerly along a line making a Northwesterly angle of 90°10'30" with the said North and South one-quarter (N-S1/4) line, 200.01 feet to an iron; thence Northerly along a line parallel with the said North and South one-quarter (N-S1/4) line, 1,957.93 feet to an iron in the East and West one-quarter (E-W1/4) line of said Section; thence Easterly along the said East and West one-quarter (E-W1/4) line and making a Southeasterly angle of 90°19'30" with the said parallel line, 200 feet to the Point of Beginning; AND ALSO that part of the Southwest one-quarter (SW1/4) of Section 17, Township 1 North, Range 8 East, described as: Beginning at the South one-quarter (S1/4) corner of said Section; thence Northerly along the North and South one-quarter (N-S1/4) line of said Section, 676.80 feet to an iron; thence Westerly along a line making a Southwesterly angle of 89°49'30" with the said North and South one-quarter (N-S1/4) line, 200.01 feet to an iron; thence Southerly along a line parallel to the said North and South one-quarter (N-S1/4) line, 677.93 feet to an iron in the South line of said Section, said South Section line also being the centerline of Eleven Mile Road; thence Easterly along the said South Section line and making a Northeasterly angle of 89°30' with the said parallel line, 200.01 feet to the Point of Beginning; AND ALSO that part of the Southwest one-quarter (SW1/4) of Section 17, Township 1 North, Range 8 East described as: Beginning at an iron in the East and West one-quarter (E-W1/4) line of said Section, 200.00 feet Westerly of the Center of said Section; thence Westerly along said one-quarter line 35.0 feet to an iron; thence Southerly along a line making a Southeasterly angle of 90°19'30" with said one-quarter line, 1,957.85 feet to an iron; thence Easterly along a line making a Northeasterly angle of 89°49'30" with the last described line 35.0 feet to an iron at the Southwesterly corner of land obtained by The Detroit Edison Company by Deed dated September 17, 1960 and recorded in Liber 4118, page 539, Oakland County Records; thence Northerly along the Westerly line of



said The Detroit Edison Company land and making a Northwesterly angle of  $90^{\circ}10'30''$  with last described line, 1,957.93 feet to the Point of Beginning.

Section 20: (50)-22-20-376-018 (Formerly 376-008 and 100-013),

Which lands are more particularly described as follows:

That part of the Northwest one-quarter (NW1/4) of Section 20, Township 1 North, Range 8 East, described as follows: Beginning at an iron at the North one-quarter (N1/4) corner of said Section 20; thence Southerly along the North and South one-quarter (N-S1/4) line of said Section, 1,325.37 feet to an iron, said iron being 1,333.17 feet Northerly of the center of said Section; thence Westerly along a line making a Northwesterly angle of  $90^{\circ}16'$  with said one-quarter (1/4) line, 200.0 feet to an iron; thence Northerly along a line making a Northeasterly angle of  $89^{\circ}44'$  with the last described line, 1,325.03 feet to an iron in the North line of said Section, said North line also being the center line of Eleven Mile Road; thence Easterly along said North line, 200.0 feet to the Point of Beginning; ~~AND ALSO that part of the Northwest one-quarter (NW1/4) of Section 20, Township 1 North, Range 8 East, described as follows: Beginning at the North one-quarter (N1/4) corner of Section 20; thence due West along the Section line 330.0 feet; thence South  $00^{\circ}21'10''$  West 1,326.7 feet; thence North  $89^{\circ}52'$  East 130.0 feet; thence North  $00^{\circ}21'30''$  East along the North and South one-quarter (N-S1/4) section line 1,325.1 feet to the Point of Beginning; AND ALSO~~ that part of the Northwest one-quarter (NW1/4) of Section 20, Township 1 North, Range 8 East, described as follows: Beginning at an iron in the North line of said Section, 200.0 feet Westerly of the North one-quarter (N1/4) corner of said Section, said North Section line also being the centerline of Eleven Mile Road. said iron being at the Northwesterly corner of land deeded to The Detroit Edison Company and recorded in Liber 4721, Page 586, Oakland County Records; thence Westerly along the said North Section line, 130.0 feet to an iron; thence Southerly along a line making a Southeasterly angle of  $90^{\circ}21'45''$  with the said North Section line, 1,324.81 feet to an iron; thence Easterly along a line making a Northeasterly angle of  $89^{\circ}44'$  with the last described line, 130.0 feet to an iron in the Southwesterly corner of said The Detroit Edison Company land; thence Northerly along the Westerly line of said The Detroit Edison Company land making a Northwesterly angle of  $90^{\circ}16'$  with the last described line, 1,325.03 feet to the Point of Beginning; EXCEPT that part of the Northwest one-quarter (NW1/4) of Section 20, Township 1 North, Range 8 East, described as: Beginning at a point in the North line of said Section, said point being 235.0 feet Westerly of the North one-quarter (N1/4) corner of said Section; thence Westerly along said North Section line, said North Section line also being the centerline of Eleven Mile Road, 95.0 feet to an iron; thence Southerly along a line making a Southeasterly angle of  $90^{\circ}21'45''$  with said North Section line, 1,324.31 feet to an iron; thence Easterly along a line making a Northeasterly angle of  $89^{\circ}44'00''$  with the last described line, 95.0 feet to a point; thence Northerly along a line making a Northwesterly angle of  $90^{\circ}16'00''$  with the last described line, 1,324.97 feet to the Point of Beginning.

Section 29: (50)-22-29-126-009 (Formerly 126-004, 126-007, 126-008  
and 253-002)  
(50)-22-29-326-025 (Formerly 326-005 and 326-023)  
(50)-22-29-376-022 (Formerly 376-001)

Section 30: (50)-22-29-376-022 (Formerly 30-476-006)

Section 31: (50)-22-31-200-038 (Formerly 200-004, 200-005 and 200-  
007)  
(50)-22-31-100-008 (Formerly 300-001 and 100-007)

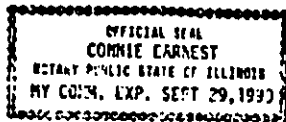
ACKNOWLEDGMENT PAGE to be attached to and made part of that certain AMENDMENT OF OIL AND GAS LEASE dated DECEMBER 17, 1986 by and between SOMOCO, INC. and DETROIT EDISON COMPANY.

STATE OF ILLINOIS )  
COUNTY OF RICHLAND ) SS CORPORATE ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on December 10th, 1986, by R. Michael Harris, the Vice-president of SOMOCO, INC., a Michigan corporation, on behalf of said corporation.

My commission expires:

Connie Earnest  
Connie Earnest, Notary Public  
Richland County, Illinois



STATE OF MICHIGAN )  
COUNTY OF WAYNE ) SS CORPORATE ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on DECEMBER 17, 1986, by ROBERT R. TEWKSBURY, the DIRECTOR, RE&RIW of the DETROIT EDISON COMPANY, a Michigan corporation, on behalf of said corporation.

My commission expires:  
FEBRUARY 5, 1990

Richard A. Gloger  
RICHARD A. GLOGER, Notary Public  
Wayne County, Michigan

Prepared by and return

Page 2 of 2 pages

EXHIBIT "A"

9366 228

Daniel Sitarz  
SOMOCO, INC.  
P.O. DRAWER 10  
OLNEY, IL 62450

Attached to and made part of that certain Oil and Gas Lease between Detroit Edison Company, Lessor, and SOMOCO, INC., Lessee, dated October 25, 1985.

SCHEDULE OF SIDWELL NUMBERS FOR LANDS COVERED IN OIL AND GAS LEASE

Township 1 North, Range 8 East, Novi Township, Oakland County, Michigan

- Section 5: ~~00-22-08-300-008~~ - See 14
- Section 8: ~~00-22-08-100-016~~ (part in E 1/2, Sec. 8) See 14
- Section 17: ~~00-22-17-126-009~~ See 14  
~~00-22-17-100-011~~ (Formerly 300-010 and 300-008) See 14
- Section 20: ~~00-22-20-278-018~~ (Formerly 376-008 and 100-013) See 14
- Section 23: ~~00-22-23-122-020~~ (Formerly 376-004, 376-007, 376-008 and 376-007) - See 14 and 15  
~~00-22-23-122-022~~ (Formerly 376-005 and 376-023) See 14
- Section 28: ~~00-22-28-278-027~~ (Formerly 30-070-000) See 14
- Section 31: ~~00-22-31-100-010~~ (Formerly 300-004, 300-005 and 300-007) See 14  
~~00-22-31-100-011~~ (Formerly 300-001 and 100-007) See 14