

EXHIBIT "A"

Attached hereto and by previous reference made a part hereof.

In the event there is a conflict between the language in this Exhibit "A" and the language in the printed form of the lease, then in such event the language in this Exhibit "A" shall prevail.

It is expressly understood and agreed by and between the parties hereto, anything contained herein to the contrary notwithstanding, that:

1. This lease covers only oil, gas and other related hydrocarbons and constituent elements (including sulphur) which maybe produced with oil or gas; any reference to "other minerals" is hereby deleted.
2. Any cost to make oil, gas and other related hydrocarbons and constituent elements (including sulphur) marketable is to be borne by the Lessee. Lessee may at its option, submit a statement to Lessor for the amount of any production severance or other taxes on royalties earned by Lessor or withhold from royalty payments to Lessor the amount of such production severance and other taxes. In the event Lessee elects to bill Lessor for such taxes, Lessor shall pay to Lessee the amount of such production severance and other taxes within fifteen (15) days after the receipt of said statement. Lessor and Lessee agree that no post production costs or other charges or deductions other than the above severance tax shall be deducted from Lessor's royalty or charged to Lessor.
3. Lessor does not warrant title, either express or implied, as to the ownership of the lands described in this lease or the mineral interests covered by this lease. Lessee agrees to provide Lessor with copies of any abstracts of title and/or title opinions that it obtains with respect to the leased premises.
4. Any tank battery or similar equipment will be placed in the corners of the land, or adjacent to fence lines or property lines or at the other locations through consultation with the surface owner, and any other equipment required for production of oil or gas will be placed on the land at such a level or with the height of such equipment at a level which will permit circular sprinkler systems to operate on said land.
5. Lessee shall not have the right under this lease to use fresh water from the leased land for pressure maintenance or any type of secondary recovery operations without the Lessor's written consent.
6. Prior to commencement of any drilling operations Lessee agrees to consult with Lessor and both Lessee and Lessor shall agree on the selection of road locations, pipeline installations and tank battery installations on said leased land so there will be as little interference as possible with the agricultural uses of said land. Lessee agrees that it will segregate and stockpile topsoil when disturbed by its operations. Upon the completion of Lessee's operations on each well, and upon the abandonment of each well, Lessee shall restore the surface of the leased premises at Lessee's expense as nearly as practicable to the condition existing prior to the commencement of such operations.
7. Lessee shall procure and maintain public liability, property damage, personal injury, workman's compensation and pollution liability insurance at levels customary in the course of Lessee's business. Such insurance will not be cancelled or materially changed without giving Lessor at least 30 days written notice and shall provide for a waiver of underwriter's right of subrogation against Lessor.

8. Upon any material breach of the Lease or this Agreement by Lessee, Lessor may terminate the Lease and terminate all of Lessee's right, title and interest in and to any existing wells any reserves. Before termination, Lessor must give Lessee written notice of the breach and a 45 day period to cure the breach. If the breach is cured, there shall not be a termination of the lease. If the breach is not cured, termination shall be effective on the date of the written notice. Neither the service of the written notice nor the doing of any acts by lessee in response thereto shall be deemed an admission or create a presumption that lessee has materially breached the lease or this agreement. If the parties disagree that a material breach has occurred or that the breach has been cured, there shall not be a termination of the lease until the disagreement has been resolved by the circuit court for the county in which the majority of the lease premises is located. Less shall have a 45 day period from the date of the court determination to cure the breach, provided that if a longer period of time is reasonably necessary to cure the breach it shall be adequate if the Lessee commences the necessary action with said 45-day period and pursues such necessary action with diligence to completion. If the breach is not cured, termination shall be retroactively effective on the date of the final court determination. Nothing in this paragraph shall be construed to prevent Lessor from seeking interim or preliminary relief, whether legal or equitable in nature, or to prevent the court from granting interim or preliminary relief, whether legal or equitable in nature, prior to the final court determination.
9. Lessee shall indemnify the Lessor for all reasonable costs and expenses, including reasonable attorney fees incurred in successfully enforcing or pursuing any obligation of or claim against the Lessee under this agreement or the lease.
10. Lessee shall fence all slush pits and areas containing equipment, chemicals or other substances which may be harmful to the livestock of Lessor and/or Lessor's surface tenant, upon Lessor's written request.
11. Lessee shall pay Lessor a reasonable sum for each well location upon the leased premises, which amount shall compensate Lessor for the location damages, lease service road damages, pipeline damages and all other damages which are customary and normally incurred in operations conducted under the terms of an oil and gas lease. Lessee shall also pay for damage caused by negligent and excessive operations on said land whether said operations are conducted by Lessee or by an independent contractor performing operations for Lessee on said land.
12. At Lessor's option, for wooded areas, Lessor's consulting forester may be retained to calculate damages for trees and timber and payment shall be made to Lessor. Lessor, at Lessor's option may have the timber removed by Lessor's forester. Lessee shall flag the areas that need to be timbered for any well site, roadway or pipeline corridor. Lessor will have 21 days from the date or receipt of notice that the timber has been flagged to have the timber cut and removed. If Lessor allows Lessee to harvest timber, it shall be cut in 8 foot lengths, stacked in convenient locations along trails and roads and such timber shall remain the property of Lessor.
13. If Lessee or its drilling contractor drills a water well on the leased premises, the water well and casing shall become the property of the Lessor upon the conclusion of Lessee's exploration and development operations. Lessor shall receive the water well and casing with no obligation to reimburse the Lessee or its drilling contractor the cost of drilling the water well or casing such well.
14. Lessee shall not withdraw groundwater at rates or volumes that will interfere with Lessor's use of same. Lessee shall comply with all groundwater withdrawal regulations and shall indemnify Lessor for any damages that result from Lessee's use of the groundwater or contamination thereof.

15. In the event this lease is extended beyond its initial primary term, then at the end of two (2) years from the expiration date of said primary term, Lessee agrees to release this lease as to all rights in any formation, horizon or zone from which oil or gas in commercial quantities is not being produced lying one hundred (100) feet below the deepest depth drilled in the deepest producing well drilled on the land leased herein or on lands with which said land is consolidated. For the purposes of this paragraph a gas well which has been shut-in pursuant to Paragraph 4 shall be deemed to be producing in commercial quantities.
16. The Lessee shall bury pipelines and utility lines to a depth of not less than forty-eight (48) inches below the surface. Lessee shall pay for all damages caused by its operations on said land. Whenever possible, access road shall be combined with pipeline route and the combined width of road and pipeline shall not exceed 20 feet in width.
17. The installation of any salt water disposal equipment by Lessee in the operation of the lease shall be subject to the approval of the Lessor. Lessee shall not be permitted to use any well drilled on the leased premises as a salt water disposal well without the written consent of Lessor.
18. Lessee shall use the most effective and modern materials, methods, equipment, facilities and technologies available to minimize sounds and noises resulting from and being produced by machinery and equipment that are permanent fixtures for Lessee's operations. Lessee shall operate the wells by electric power provided that electric is available or can be made available. If electric power is not available or cannot be made available, Lessee will utilize the most effective and most quiet hospital grade mufflers situated so that noise is reduced to its maximum potential.
19. It is expressly agreed and provided that this lease cannot and shall not be maintained after the expiration of the primary term solely by payment of shut-in well royalties in accordance with Paragraph Four (4) of the lease for a longer period than three consecutive years.
20. Notwithstanding any provisions elsewhere in this lease to the contrary, if a part of the leased premises is included within the lateral boundaries of a unit, or units, drilling operations on a production from or the payment of shut-in rentals on such unit, or units, shall maintain this lease only as to that portion of the leased premises within the lateral boundaries of such unit, or units; provided that the shut-in rentals which may be paid with respect to any such unit, or units, shall be reduced in the proportion that the total number of acres from the leased premises which are not included in such unit, or units, bears to the total number of acres covered by this lease. During the primary term this lease may be maintained in force as to land not included within the lateral boundaries of such unit, or units, in any manner provided for in this lease, except that if it be by delay rental or shut-in rental payments, such payments shall be reduced in the proportion that the total number of acres from the leased premises not included in such unit, or units, after the expiration of the primary term, this lease may be maintained only by production of oil, gas or other minerals there from or by payment of shut-in rental thereon (which payments shall be reduced in the proportion that the total number of acres from the leased premises which are included in a unit, or units, bears to the total number of acres covered by this lease) or by operations or other provisions in this lease which pertain to re-working operations, drilling operations or additional operations at or after the expiration of the primary term.
21. Said land may not be used by Lessee for underground storage of gas or oil.
22. Lessor shall have the option of assuming control of the casing in the borehole when operations are abandoned subject to all the rules and regulations of the Department of Natural Resources and Environment of the State of Michigan. Lessor shall indemnify and hold the Lessee harmless from all liability should the Lessor exercise this option.

23. Lessee shall obtain the prior written consent of Lessor for construction and location of permanent facilities such as central production facilities, compressor stations, power stations, or employee quarters. Lessor may arbitrarily withhold its consent for any reason whatsoever in sole discretion of Lessor.
24. Lessor shall have the right to take royalty gas in kind from any gas well or wells located upon the said land for use for agricultural purposes and fuel in pumping water for irrigation of crops on said land, provided, however that in the event said land is included in a gas unit, Lessor shall have the right to take only Lessor's proportionate share of such royalty interest reserved herein in and to such period or unitized production.
25. All equipment necessary for the taking of irrigation gas and measuring of same shall be furnished by Lessor at Lessor's own expense.
26. The method of taking gas and the point of connection for taking must be such as to not interfere with operation of the well or the marketing of gas from the well and must be submitted to Lessee or his assigns and accepted by Lessee before gas is so taken.
27. Lessee and his assignees shall have no obligation as to quality or fitness for any use or purpose of the gas taken or as to the pressure at any time of the well or in the line from which such gas may be taken, or as to the availability of gas or as to constantness of quality, quantity or availability of gas or of pressure at the point where taken.
28. The taking and the method of taking and use of gas as taken shall in every regard be solely at Lessor's own risk and expense and shall be his own responsibility.
29. Lessee or his assigns shall never be liable to Lessor, Lessor's agent or employees or any other person as regards the gas taken, the use thereof, the equipment used, the manner of its use, the use to which put or anything thereto or resulting therefrom. Lessee or his assigns shall never be under any obligation to produce gas from any well unless practical or economical to do so.
30. Lessor shall not sell such gas to any person, firm or corporation, except that Lessor may permit same to be used by any farm tenant to the Lessor.
31. To comply, at all times, with all federal, state and local rules, regulations, guidelines, statutes, laws, ordinances and directives which may now or hereafter be applicable including, but not limited to hazardous or toxic materials, pollution control and environmental and conservation matters including, but not limited to: any laws and regulations governing water use, surface waters, groundwater, wetlands, waterways and watersheds associated with Leased Premises.
32. This agreement and the lease shall be governed by the laws of Michigan.