

LEGEND:

- SURFACE WATERS
- WELL UNIT BOUNDARY
- ORIGINAL LOT BOUNDARY
- ADJACENT WELL UNIT BOUNDARY
- ACCESS DRIVEWAY
- GAS DRILLING OR SALES LINES

NOTES:

THIS SURVEY WAS PERFORMED SOLELY TO LOCATE THE PROPOSED GAS WELL WITH RESPECT TO EXISTING BOUNDARIES AND TO PROVIDE STATE PLANE COORDINATES.

PARCEL DIMENSIONS AND DIMENSIONS, AND OWNERSHIP DATA WERE OBTAINED FROM CUYAHOGA COUNTY AUDITOR TAX MAPS AND GIS DATA.

SCALE: 1 INCH = 200 FEET



H Harmontee & Associates, LTD.
5233 Stoneham Road
North Canton, Ohio 44720
330-499-8817 or 1-800-394-8817

FIELD CREW CHIEF: --- DRAWN BY: CMK
F.B. ---
R:\CUYAHOGA\CITY\WALTON HILLS\793\MAPDUNGSU\BASE.MXD 6/3.DWG

PLAT SHOWING LOCATION OF PROPOSED WELL

State of Ohio, Department of Natural Resources - Division of Mineral Resource Management, Columbus, Ohio

I hereby certify that all drilling or producing within 1000 feet and all buildings and streams within 200 feet have been shown, there are no drilling unit lines nearer than 500 feet, that this plat is true and correct, and was prepared according to the current State of Ohio, Department of Natural Resources, Division of Mineral Resource Management.

ASTORHURST UNIT #2

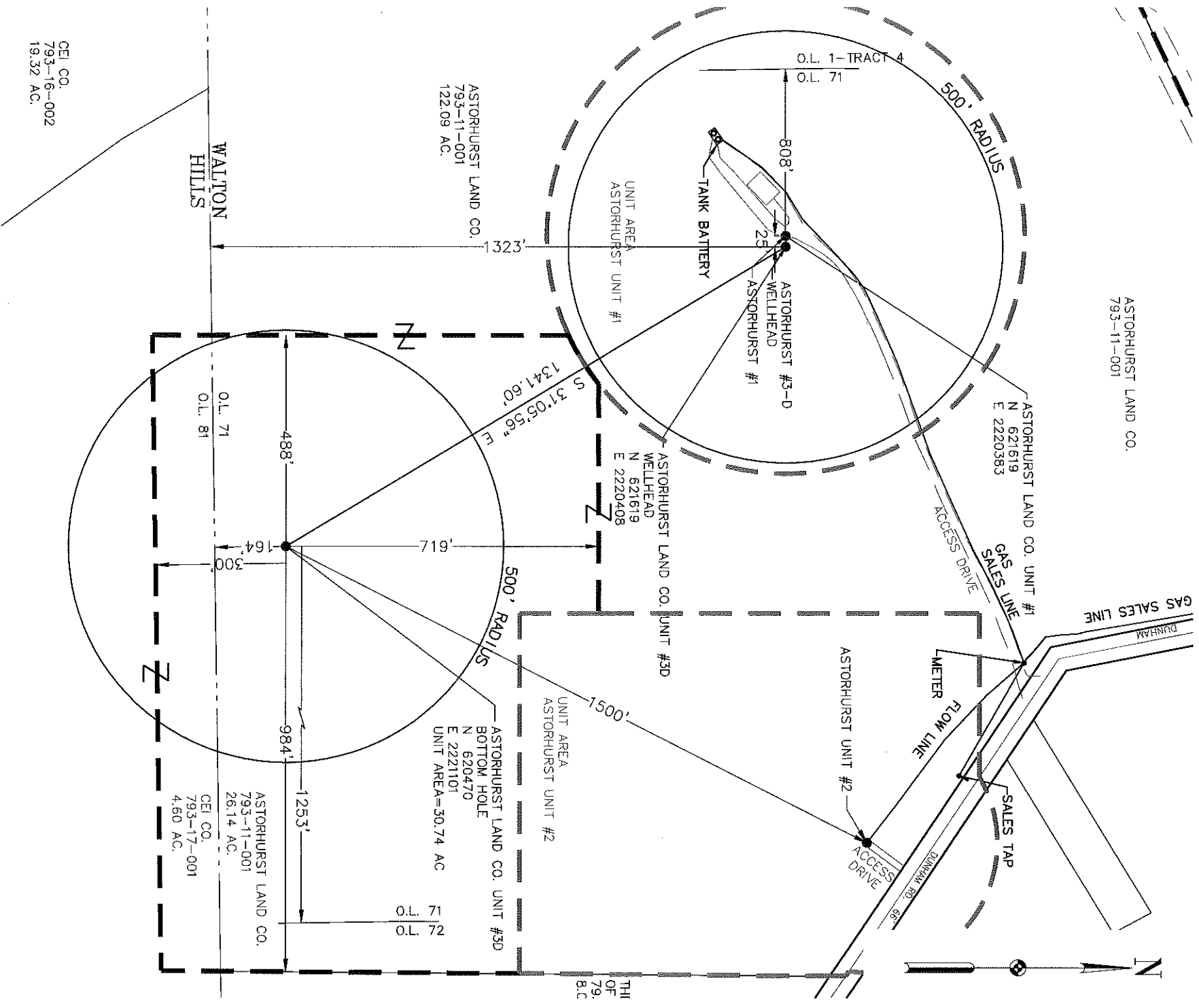
Oil or Gas: ☒ New Location: ☒ Other: ☐ Scale: 1"=200'

Gary L. Toussant, P.S. # 6332

Operator: **M&M ROYALTY**
Address: **5377 LUBBY ROAD, NORTH CANTON, OH 44720**
Landowner: Surface: **ASTORHURST LAND CO.**
Well Number: **2** Drilling Unit Area: **20.16 AC.**
County: **CUYAHOGA**
Municipality: **WALTON HILLS**
USGS Quad: **NORTHFIELD, OHIO**
Ohio State Plane **N 621804**
Coordinates (NAD83) E **2221786**

Subdivision Civil Township / PLSS
Twp/Range: **16, R11**
Qtr: **16**
Section: **16**
Lots: **O.L. 71**
Tract: **O.L. 71**
Allotment: **O.L. 71**
Fraction: **7/32**
Elevation: **752'**
DATE: **9/4/08**

ASTORHURST LAND CO.
793-11-001



CEI CO.
793-16-002
19.32 AC.

LEGEND:

CEI CO.
793-17-001
33.84 AC.

SURFACE
WATERS

WELL

NOTES:

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SCALE: 1 INCH = 300 FEET

0 150' 300' 600'



HA
Hammonree & Associates, LTD.
5233 Stoneham Road
North Canton, Ohio 44720
330-499-8817 or 1-800-394-8817

FIELD CREW CHIEF: ---
F.B. ---, PG. --
DRAWN BY: CMK
E:\CUMHOGA\CITY\WALTON HILLS\793\MAUNDUNSU\BASE.MAD 83.DWG

Gary L. Toussant, P.S. # 63332

PLAT SHOWING LOCATION OF PROPOSED WELL
State of Ohio, Department of Natural Resources – Division of Mineral Resource Management, Columbus, Ohio

ASTORHURST UNIT #3-D

Oil or Gas: X New Location: X Other: _____ Scale: 1"=300'

I hereby certify that all drilling or producing within 1000 feet and all buildings and streams within 200 feet have been shown, there are no drilling unit lines nearer than 500 feet, that this plat is true and correct, and was prepared according to the current State of Ohio, Department of Natural Resources, Division of Mineral Resource Management.

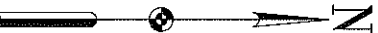
Operator:	M&M ROYALTY	Subdivision:	Civil Township / PLSS
Address:	5377 LAUBY ROAD, NORTH CANTON, OH 44720	Trp./Range:	16, R11
Landowner:	ASTORHURST LAND CO.	Qtr. Township:	
Well Number:	3-D	Section:	
County:	CUYAHOGA	Lots:	O.L. 71
Municipality:	WALTON HILLS	Tract:	
USGS Quad:	NORTHFIELD, OHIO	Allotment:	
Ohio State Plane	N 620607 (BOTTOM)	Fraction:	
Coordinates (NAD83)	E 2221113 (BOTTOM)	Elevation:	762' (WELLHEAD)
		DATE:	9/2/08

UNITED STATES OF AMERICA
793-08-001

PRINIOS UNIT #1
N 623087
E 2220546
UNIT AREA=20.23 AC.

VALLEY VIEW
WALTON HILLS

500' RADIUS



DUNHAM RD.
60' DUNHAM RD.

UNITED STATES
OF AMERICA
793-08-001
4.09 AC.

TANK BATTERY

TOP
INVESTMENTS LLC.
793-10-001
16.14 AC.

GAS SALES LINE

FRADETTE
793-14-004

ASTORHURST LAND CO.
793-11-001

GAS SALES LINE

UNIT AREA
ASTORHURST #1

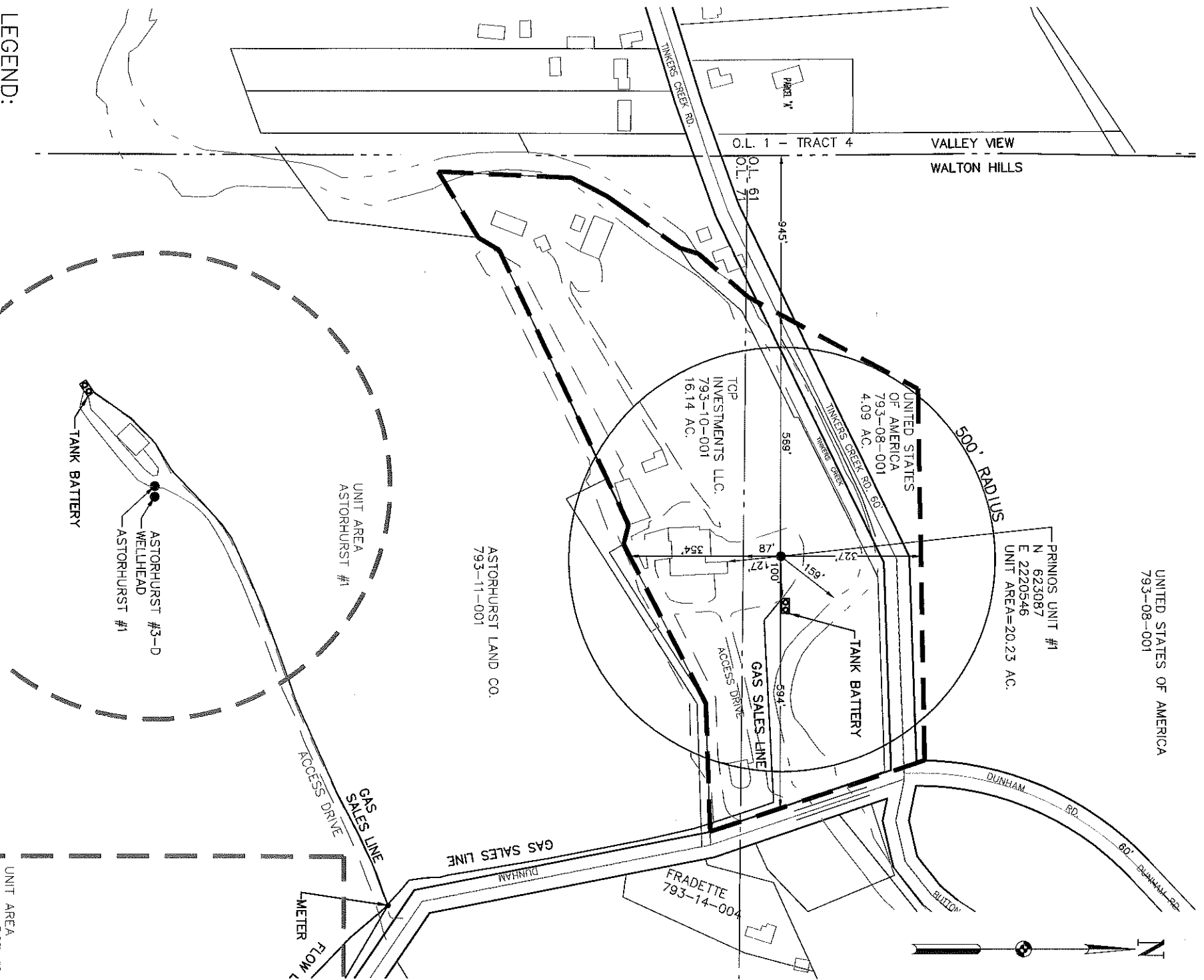
ASTORHURST #3-D
WELLHEAD
ASTORHURST #1

TANK BATTERY

UNIT AREA
ASTORHURST #2

UNIT AREA
ASTORHURST #3-D

GAS DRILLING
OR SALES
LINES



LEGEND:

SURFACE
WATERS

WELL
UNIT
BOUNDARY

ORIGINAL LOT
BOUNDARY

ADJACENT
WELL UNIT
BOUNDARY

ACCESS
DRIVEWAY

GAS DRILLING
OR SALES
LINES

NOTES:

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FIELD CREW CHIEF: ---
F.B. ---, Pg. ---
R:\CUYAHOGA\CITY\WALTON HILLS\793\MAIN\UNSU\BASE.MXD 8.3.DWG
DRAWN BY: CMK

PLAT SHOWING LOCATION OF PROPOSED WELL
State of Ohio, Department of Natural Resources -- Division of Mineral Resource Management, Columbus, Ohio

PRINIOS UNIT #1
Oil or Gas: X New Location: X Other: Scale: 1"=200'

I hereby certify that all drilling or producing within 1000 feet and all buildings and streams within 200 feet
have been shown, there are no drilling unit lines nearer than 500 feet, that this plat is true and correct, and
was prepared according to the current State of Ohio, Department of Natural Resources, Division of Mineral
Resource Management.

Gary L. Toussant, P.S. # 6332

Operator: M&M ROYALTY
Address: 5377 LAUBY ROAD, NORTH CANTON, OH 44720
Landowner: Surface: ASTORHURST LAND CO.
Well Number: 1 Drilling Unit Area:
County: CUYAHOGA 20.23 AC.
Municipality: WALTON HILLS
USGS Quad: NORTHFIELD, OHIO
Ohio State Plane N 623089
Coordinates (NAD83) E 2220554

Subdivision Civil Township / PLSS
Twp/Range: T6, R11
Qtr. Township:
Section:
Lots: O.L. 61
Tract:
Allotment:
Fraction:
Elevation: 651'
DATE: 9/8/08

Astorchurst #1

CUYAHOGA COUNTY RECORDER
PATRICK O'MALLEY - 13
LE 3/19/2008 11:16:54 AM
200803190447

OIL & GAS LEASE

THIS LEASE is made and entered into this 28 day of FEB., 2008, by and between Astorchurst Land Company, an Ohio corporation (hereinafter called the "Lessor") of 7000 Dunham Road, Walton Hills, Ohio 44146 and Blue Rock Land Co. (hereinafter called the "Lessee") of 6830 Chillingsworth Circle NW, Canton, Ohio 44718.

Lessor, for and in consideration of Lessee's covenants and agreements hereinafter contained (the adequacy of said consideration being stipulated by Lessor), does hereby lease unto the Lessee all the oil and gas and hydrocarbon constituents of either under the Leased Premises (defined below) with the exclusive rights of drilling, operating for, producing and removing oil, gas and all the hydrocarbon constituents thereof, from the subject lands and any consolidated drilling unit, subject to all laws, regulations and governmental directives, all matters of record, all matters which a current and accurate survey or inspection would reveal, and the terms of this Lease. Lessor further grants Lessee the right to transport by pipelines or otherwise across and through said lands and any consolidated drilling unit oil, gas and their hydrocarbon constituents, subject to the terms of this Lease. Subject to the terms of this Lease, Lessee shall also have the right to enter into and upon the Leased Premises using routes and methods previously approved by Lessor, which approval shall not be unreasonably withheld, at all times for the above purposes, the Leased Premises being all that certain tract of land (hereinafter "Leased Premises"), containing 160 acres, more or less, as described on Exhibit "A" attached hereto and made a part hereof, and bounded substantially as follows:

North by lands of: TPC Investments

East by lands of: Dunham Road

South by lands of: Ceico

West by lands of: Berlantino

1. **TERM OF LEASE.** This Lease shall continue in force for a term of two (2) years and so much longer thereafter as oil and gas or their constituents are produced on the Leased Premises in paying quantities, in the reasonable judgment of the Lessee. This Lease will terminate upon the earlier of the following: (a) mutual agreement of the Lessor and Lessee; (b) by operation of law; (c) ten (10) days after Lessee's failure to cure a monetary default hereunder after notice from Lessor; (d) thirty (30) days after Lessee's failure to cure a non-monetary default hereunder after notice from Lessor; (e) Lessee's failure to produce oil, gas or their constituents in paying quantities for six months in any twelve (12) month period; or (f) as otherwise provided in this Lease.

2. **DELAY RENTALS.** This Lease, however, shall become null and void and all rights of the parties hereunder shall terminate unless, within twelve (12) months from the date hereof, a well shall be commenced on the Leased Premises, or unless the Lessee shall thereafter

pay a delay rental of ten dollars (\$10.00) per acre, payments to be made quarterly, in advance, and until the commencement of a well. A well has been commenced when the well is spud. In the event no well is spud prior to the second anniversary of this Lease, Lessor shall thereafter have the right to unilaterally terminate this Lease upon thirty (30) days prior written notice.

3. **ROYALTY PAYMENTS.** Lessee covenants and agrees to pay to Lessor, as royalty hereunder, the sum of 13.5% of the gross proceeds paid to Lessee for all oil, gas or other constituents produced from the Leased Premises. Payment for oil, gas or other constituents produced during any calendar month to be on or about the 30th day after receipt of such funds by the Lessee, but in no event later than sixty (60) days from the date same was extracted from the Leased Premises. All money due under this Lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to Astorhurst Land Company, c/o The C. A. Agresta Construction Co., 4186 Greenvale Road South Euclid, Ohio 44121. In the event all or a portion of the Leased Premises are transferred during the term hereof, Lessee shall be obligated to make payments to such transferee only after being advised of the change in ownership, in writing, being duly signed by the parties to the instrument of conveyance or assignment, and only after delivery to Lessee of a duly certified copy thereof. Lessee shall provide to Lessor a record of the amount of oil, gas, and other constituents removed from the Leased Premises and shall provide a full accounting of all proceeds from the sale of such items. Lessor shall have the right through a duly authorized representative to inspect the records of the Lessee pertaining to the Leased Premises and the well, pipeline, and related equipment located thereon.

4. **FREE GAS.** If a well is drilled on the Leased Premises, Lessee will, at Lessor's election and at Lessor's sole cost, connect to the well and lay gas pipelines and install gas meters to tie in points determined by Lessor for use in the maintenance building on the Leased Premises. Lessor shall bear the cost of installing and tying in the equipment required for gas delivery into building(s) on the Leased Premises. Gas delivery from the well will be subject to the use and the right of abandonment of the well by the Lessee, and subject to any curtailment or shut-ins which may occur for reasons of repair, maintenance, or normal operations. Lessee shall be solely responsible to maintain all lines and equipment installed through the gas meter tie in point, and Lessor shall be responsible to maintain lines and equipment beyond the gas meter. All installation work, materials, machinery and equipment shall meet or exceed accepted industry guidelines and shall comply with all Federal, State, and local laws, regulations and directives. The first three hundred thousand (300,000) cubic feet of gas taken each year shall be free, but all gas in excess of three hundred thousand (300,000) cubic feet shall be paid for at a price equal to the then current field market rate. The field market rate is the price received by Lessee for gas at the Dominion East Ohio meter. In the event that Lessor does not take free gas then Lessee shall pay to Lessor an amount equal to the field market rate of the gas not taken. If the Lessor shall take excess gas in any year and fail to pay for it, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. Lessor further agrees that upon the sale or transfer of the fee simple interest in all or substantially all of the Leased Premises, Lessor will require the transferee of the Leased Premises to be bound by the same terms contained in this paragraph.

5. **NON-PRODUCING WELLS.** In the event a well drilled hereunder is determined not feasible for commercial operations, Lessee shall plug said oil and gas well within 60 days of such determination. "Commercial Operations" is hereby defined as gas production of at least 50,000 cubic feet per month. Lessee agrees to notify Lessor should production fail to produce 50,000 cubic feet per month. In such event, the Lease shall terminate in accordance with its terms upon election of and notice from Lessee, unless within three (3) months from the date of completion of the plugging of such well, the Lessee shall commence another well and advise Lessor in writing that another well has been commenced. In the event a well drilled hereunder is capable of commercial production and the Lessee is unable to market such production therefrom, or should production cease from a producing well drilled on the Leased Premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the cessation of production, or the shutting in of producing wells, a non-refundable shut-in payment in the amount of Fifty Dollars (\$50.00) per month per shut-in well located on the Leased Premises, until production is sold off the Leased Premises or such well is plugged and abandoned according to the law; provided, however, that Lessor will have the option to terminate this Lease upon written notice to Lessee after the one hundred eightieth (180th) day from the date of production cessation or shutting in.

6. **LEASE CONSOLIDATION.** Lessor hereby grants to the Lessee the right at any time to consolidate the Leased Premises or any part thereof or strata therein with other lands to form an oil and gas development unit of not more than 40 acres, or such larger unit as may be required by state law or regulation for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the Leased Premises, shall nevertheless be deemed to be located upon the Leased Premises within the meaning and for the provisions and covenants of this Lease to the same effect as if all the lands comprising said unit were described in and subject to this Lease; provided, however, that only the owner of the lands on which such well is located may take gas as provided under paragraph #4 above and provided further that the Lessor agrees to accept, in lieu of the 13.5% oil and gas royalty herein provided, that proportion of such 13.5% royalty which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee may effect such consolidation by submitting a plat showing the same in its application for a drilling permit or by executing a declaration of consolidation with the same formality as this oil and gas Lease, setting forth the leases or portions thereof consolidated, the royalty distribution, and recording the same in the recorder's office at the courthouse in the county in which the Leased Premises is located. Lessee shall have the right to amend, alter or correct any such consolidation at any time in the same manner as herein provided. Lessor agrees to sign any division orders or other documents that any purchaser of oil or gas may reasonably require, so long as such orders or documents do not adversely affect Lessor's rights or obligations under this Lease.

7. **RECLAMATION OF LEASED PREMISES.** Lessee shall bury all pipelines used to conduct oil or gas to, on, through and off the Leased Premises and pay all damages caused by operations under this Lease. Lessee agrees to restore the Leased Premises in accordance with all Federal, State, regional and local laws, regulations or directives.

Additionally, Lessee agrees to restore the Leased Premises to original condition as nearly as reasonably possible. Restoration shall be completed within thirty (30) days after all work has been completed in relation to the drilling, completion, and hook up of the well and all pipelines, weather permitting. All such work will be completed within ninety (90) days of the commencement of the work.

8. **LOCATION OF WELLS, EQUIPMENT AND PIPELINES.** Lessee shall submit to Lessor, prior to commencing any drilling or other construction activities on the Leased Premises, plans and specifications showing the location of the well, pipelines, tank battery (which shall be appropriately bermed in a manner which is approved by Lessor) and gas measurement equipment for Lessor's review and approval, in its reasonable discretion; provided, however, that Lessor will not be obliged to approve a well, pipeline or other equipment that adversely affects the operation or aesthetics of the golf course on or other development of the Leased Premises in any way. Lessee acknowledges that the first well will be located near the west side of the maintenance building and that the second and subsequent wells will be located near the maintenance building. The parties further agree that no more than five (5) wells are to be drilled and operated on the Leased Premises, and that no salt water disposal well shall be drilled on the premises nor shall any well drilled for oil and gas purposes be used at any time to dispose of salt water or any other deleterious substance. Lessee will use all reasonable efforts to locate its pipelines along existing rights of ways for roadways or other utilities, and to minimize the cutting of trees. Lessee shall receive written approval from the Lessor of the location of the well, well surface equipment, pipelines, gas measuring equipment and fencing material prior to commencing drilling operations or other construction activities. Lessee agrees to conduct its operations and maintain the well and all related equipment installed on the Leased Premises in accordance and in full compliance with all Federal, State, regional and local laws, regulations and directives, including without limitation all Environmental Laws associated with the drilling, operation, servicing, abandonment and plugging of the well, and to safely, sightly, and in a lien free fashion and to repair or replace the equipment if damaged due to wear and tear or the acts of others. "Environmental Laws" means any federal, state or local statute, regulation, or ordinance or any judicial or administrative decree or decision, whether now existing or hereafter enacted, promulgated or issued during the term of this Lease or thereafter, with respect to air, soils, drinking water, ground water, surface water, wetlands, hazardous materials, landfills, open dumps, storage tanks, solid waste, waste water, storm water runoff, waste emissions, oil and gas wells or other wells. Lessee further agrees to develop the premises for oil and gas and operate on the premises in a diligent and efficient manner as a reasonably prudent operator so as to produce from the premises the maximum recovery of oil and gas consistent with good oil field practices of development and operations recognized in the oil and gas industry. In the event that Lessor shall choose to subdivide its lands, Lessor shall have the right, at its expense, to relocate all roads, pipelines and equipment (save the wellhead) of the Lessee to conform to its plan of subdivision. In the event that such items need to be relocated, Lessor shall give the Lessee reasonable notice of its intention to relocate, and shall cooperate with Lessee so that interruption in hydrocarbon sales is minimized. Lessee agrees to notify Lessor and receive written approval prior to the commencement of drilling operations for each well. All wells will be located, buffered and screened to minimize their visual and physical impact to the operation of the golf

course on the Leased Premises. Lessee will incorporate the best equipment to minimize odors from the well at all times. Once construction of each pipeline or well commences, Lessee will use its best efforts to complete the construction in a prompt fashion, and will be completed at the earlier of the ninetieth (90th) day after construction commencement or April 15 of a given calendar year. Lessee acknowledges and agrees that construction is not permitted after April 15 and prior to December 1 in any calendar year.

9. **PLUGGING AND ABANDONMENT.** Lessee shall have the privilege of using a reasonable amount of oil, gas, water, or completion media for operating on the Leased Premises. Lessee shall remove within thirty (30) days after the expiration or termination of this Lease, all of Lessee's pipe, well casing, machinery, equipment or fixtures placed on the Leased Premises, and re-grade and restore the surface and subsurface of the ground so disturbed. At such time as the Lessee shall choose to plug and abandon the well, the cost of plugging and abandonment, removal of all equipment and site restoration shall be at the sole expense of Lessee. In the event Lessee fails to timely remove its pipe, well casing, machinery and fixtures, Lessor will have the right but not the obligation to remove and dispose of same at Lessee's cost. Lessee shall conduct all plugging and abandonment operations in compliance with all rules and regulations set forth by the Ohio Division of Oil and Gas or its successor. Lessor may purchase any well drilled on its land, and such well equipment necessary to operate the same at fair market salvage value, when any well has ceased to produce in paying quantities in the judgment of the Lessee. The price for the same shall be the average of three independent bids. Lessor shall have thirty (30) days, after receiving written notice, to exercise its option to purchase. Should the Lessor purchase any well or wells it shall assume the responsibility of operating and eventually plugging the same and Lessor and Lessee execute such documents to this end as may be required to affect proper well transfer.

10. **RIGHT TO ASSIGN AND PAY CLAIMS.** Lessee must request and receive written approval from Lessor to assign, sublease, or otherwise transfer this Lease, in whole, but not in part, which consent shall not be unreasonably withheld. The Lessee further grants to the Lessor, the right (but not the obligation) to pay and satisfy any claim or lien against the Lessor's or Lessee's interest in the Leased Premises and thereupon to become subrogated to the rights of such claimant or lien holder. The Lessee shall have the right to direct payment of Lessee's portions of all rentals, but in no even Lessor's royalties, to apply on the payment of any existing claims or liens on the Leased Premises. Lessor may assign or otherwise transfer its interest in this Lease and provide written notice to Lessee of such assignment or transfer, and upon assignment or transfer, Lessor will have no continuing liability for its obligations hereunder and Lessee will cooperate in pro-rating royalties or other payments between Lessor and its assignee or transferee.

11. **RIGHT TO SURRENDER.** Lessee shall have the right to surrender its interest in portions of the Leased Property. Lessee may surrender by giving Lessor written notice describing the portion that it elects to surrender, or by returning the Lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender. The surrender of this Lease shall not result in the cancellation of any of Lessee's liabilities.

12. **FORCE MAJEURE.** In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure, including but not limited to acts of God, inclement weather, strikes, riots, and governmental restrictions including but limited to restrictions on the use of roads, this Lease shall nevertheless remain in full force and effect until the Lessee is reasonably able to perform said act or acts and in no even shall the within Lease expire for a period of ninety (90) days after the termination of any force majeure.

13. **NOTICES, BREACH AND ARBITRATION.** All notices under this Lease shall be in writing and addressed to the applicable party at the address set forth next to its name in the introductory paragraphs of this Lease. Notices will be deemed given upon hand delivery, one (1) business day after deposit with a nationally recognized overnight courier for next business day delivery or three (3) days after deposit with the United States Postal Service for certified mail delivery, return receipt requested. All forms of delivery will be pre-paid by the sender. In the event either party considers that the other has not complied with any of its obligations hereunder, either express or implied, said party shall notify the other in writing setting out specifically in what respects this contract has been breached. The party served with such notice shall then have ten (10) days after receipt of notice to cure a monetary breach, thirty (30) days after receipt of notice within which to cure a non-monetary breach. Notwithstanding the foregoing, in the event of an emergency which poses an immediate threat to loss of life, limb or serious property damage, the non-offending party may without obligation act to cure the breach at the offending party's cost, so long as the non-offending party provides notice to the offending party as soon as practicable under the circumstances. The service of said notice shall be mandatory prior to the bringing of any claim under this Lease for any cause, and no such action shall be brought until the lapse of the applicable cure period identified above. Any controversy or claim arising out of or relating to this Lease shall be settled by arbitration. Both parties may initiate any arbitration proceeding by notifying the other party in writing, but only after the aforementioned notice of breach has been served and the time period for cure has expired. The procedure to be followed in the event of any arbitration shall be that prescribed in the Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction thereof.

14. **INSURANCE.** Lessee shall maintain Commercial General Liability insurance in an amount not less than \$2,000,000.00 per occurrence, an additional blanket limit of \$10,000,000.00 for personal injury and property damage, and pollution liability coverage in the amount not less than \$10,000,000.00 during the drilling of any and all wells and up to the time that any such drilled well is tied into a gas meter and gas delivery begins. Thereafter, Lessee shall maintain Commercial General Liability insurance in an amount not less than \$1,000,000.00 per occurrence, an additional blanket limit of \$5,000,000.00 for personal injury and property damage, and pollution liability coverage in the amount not less than \$5,000,000.00 for the life of the well(s) and the term of this Lease, along with other coverage reasonably related to Lessee's activities and the operating of wells, pipelines and related equipment on the Leased Premises, in a form acceptable to Lessor, and its insurance consultant, which approval will not be unreasonably withheld. The insurance shall be placed with an insurance company having at least an "A" rating by the AM Best Company. The policy shall name as additional insured the Lessor

(and the owner or other occupier of the surface of the Leased Premises if different from the Lessor) and provide Lessor annually not less than ten (10) days prior to expiration of such policy with a certificate of insurance naming Lessor as an additionally insured party. Lessee shall provide to Lessor written notice of the cancellation, non-renewal or reduction of coverage. A certificate of insurance evidencing all coverage and endorsements set forth above shall be furnished to Lessor prior to the commencement of any work by Lessee or its agents or employees on the Leased Premises as a condition precedent to the grant of a leasehold interest in the Leased Premises, and throughout the term of the Lease on each anniversary as a condition precedent to the continuance of this Lease and otherwise upon request. Lessee shall also carry adequate worker's compensation, unemployment and other policies of insurance reasonably requested by Lessor from time to time during the term hereof and cause its contractors, subcontractors, suppliers, laborers and agents to carry such coverages along with general liability insurance under the same terms identified above.

15. **INDEMNIFICATION.** Lessee hereby indemnifies and agrees to defend and hold harmless the Lessor (and the owner or other occupier of the surface of the Leased Premises if different from the Lessor) and the Leased Premises from and against any loss, cost, judgment or expense including but not limited to attorney's fees incurred by or brought against Lessor or the Leased Premises in connection with any claim and liability for loss to persons, bodily injury, including loss of life, and property damage sustained by Lessor or any other person, whether arising out of the condition of the Leased Premises or Lessee's operation on or off the Leased Premises or in any other way connected with the Leased Premises.

16. **MISCELLANEOUS PROVISIONS.** Lessor accepts as full and adequate consideration for all of the rights herein granted to the Lessee the land rentals, free gas or royalties paid and to be paid, as herein provided. Lessor agrees that the Lessor shall grant no other lease or Lease for the minerals covered by this Lease during the term of this Lease or any extension or renewal thereof. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns.

17. **ENTIRE AGREEMENT.** Lessor and Lessee mutually agree that this instrument contains and expresses all of the agreements and understandings of the parties. No verbal representations or promises have been made or relied upon by either party that are not contained herein, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon either party. Lessor further agrees to sign such additional documents as may be reasonably requested by Lessee to perfect Lessee's title to the oil and gas leased herein and such other documents relating to the sale of production of hydrocarbons as may be required by Lessee or others.

Lessee acknowledges that the safety of Lessor's residents, employees, and guests is of the utmost importance and will take no action that will jeopardize their safety. Lessee's employees and subcontractors will stay in designated work areas at all times while on Lessor's property. Lessor shall have the right to immediately remove Lessee's employees or subcontractors for any improper behavior as determined by Lessor or for other good cause shown.

18. **SPUD FEE.** In addition to all other payments contemplated above, Lessor shall receive a spud fee in the amount of \$10,000.00 upon the day drilling begins on the Leased Premises. Payment of the fee will be to Astorhurst Land Company, c/o The C. A. Agresta Construction Co., 4186 Greenvale Road South Euclid, Ohio 44121.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the day and year first above written.

LESSOR:

ASTORHURST LAND COMPANY

By: 

John Agresta, Vice President

Tax ID # 34-0933446

LESSEE:

BLUE ROCK LAND CO.

By: 

Gene Cardi

ACKNOWLEDGEMENT

NOTARY

STATE OF OHIO)
):SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named John Agresta, Vice President, **Astorhurst Land Company**, who acknowledged that he did execute the foregoing instrument, being duly authorized to sign, and that the same is his free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at S. EVCLID, Ohio, this 28th day of FEBRUARY, 2008.

Dina M. Agresta
Notary Public

Dina M. Agresta
Notary Public
State of Ohio

Commission Expires: 2-10-09

STATE OF OHIO)
):SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Gene Cardi, **Blue Rock Land Co.**, who acknowledged that he did execute the foregoing instrument, being duly authorized to sign, and that the same is his free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at S. EVCLID, Ohio, this 28th day of FEBRUARY, 2008.

Dina M. Agresta
Notary Public

Dina M. Agresta
Notary Public
State of Ohio

Commission Expires: 2-10-09

OIL AND GAS LEASE

200808150449

THIS AGREEMENT, made and entered into this 6th day of August, 2008, by and between TCP Investments, LLC, whose mailing address is 6980 Dunham Rd., Walton Hills, Ohio 44146 and phone number: (216) 533-8417, hereinafter called the Lessor, and **M & M ROYALTY, LTD.**, 5377 Lauby Road, N.W., Ste. #202, North Canton, OH 44720, hereinafter called the Lessee.

WITNESSETH:

1. That the Lessor, for and in consideration of one dollar (\$1.00) and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, for the purpose of drilling, operation for, producing and removing oil and gas and all the constituents thereof and to transport by pipelines, or otherwise, across and through said lands oil, gas, and their constituents from the subject lands of placing of tanks, equipment, roads, and structures thereon to procure and operate for the said product, together with the right to enter into and upon the leased premises at all times for the aforesaid purposes, being all that certain tract of land situated in Section/Lot/District No. 61471 of Bedford Township, Cuyahoga County, Ohio, bounded substantially as follows: Parcel No. 793-10-001

North by lands of: Parcel No. 793-08-001

East by lands of: Parcel No. 793-14-004

South by lands of: Parcel No. 793-10-002

West by lands of: Parcel Nos. 793-08-001, 793-10-003, 573-15-009

Being all the property owned by Lessor or which the Lessor may have any rights in said Section/Lot/District Sections/Lots/Districts, containing 17 acres, more or less, and being the property described in Deed Volume Page , of the Cuyahoga County Records of Deeds. Instrument # 2005051200929

2. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of Two (2) years and so much longer thereafter as oil or gas or their constituents are produced or are capable of being produced on the premises in paying quantities, in the judgment of the Lessee, or as the premises shall be operated by the Lessee in the search for oil or gas and as provided in Paragraph 7 following.

3. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within () months from the date hereof, a well shall be commenced on the premises, or unless the Lessee shall thereafter pay a delay rental of Ten Dollars Per Acre (\$ 170.00) Dollars each year, payments to be made quarterly until the commencement of a well. A well shall be deemed commenced when preparations for drilling have been commenced.

4. In consideration of the premises, the Lessee covenants and agrees:

(A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of cost, the equal One Eighth (1/8) part of all oil produced and saved from the premises.

(B) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8) of the price paid to Lessee per thousand cubic feet of such gas so marketed and used, measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.73 pounds atmospheric pressure, at a standard base temperature of 60° Fahrenheit and stipulated flowing temperature, without allowance for temperature and barometric variations less any charges for transportation or compression paid by Lessee to deliver the gas for sale. Payment of royalty for gas marketed during any calendar month to be on or about the 30th day after receipt of such funds by the Lessee.

(C) Lessee to deduct from payments in (A) and (B) above from receipts of proceeds by Lessee, Lessors pro rata share of any tax imposed by any government body.
In the event Lessee does not sell gas to others, Lessor shall be paid on the basis of the lowest market price paid by any public utility in the state of the well head for gas of like kind and quality, an on the same basis that such utility would pay for such gas, including any escalation in price that such utility would pay for such gas as if a contract for the sale of same had been entered into at the time of initial production.

5. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to: TCP Investments, LLC Attn: Tom Pinios, 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 in the rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.

6. The Lessor may, at Lessor's sole risk and cost, lay a pipeline to any gas well on the premises, and take gas produced from said well for domestic use in one dwelling house on the leased premises, at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee, and subject to any curtailments or shut-in by any purchaser of the gas or governmental authority. The first three hundred thousand (300,000) cubic feet of gas taken each year shall be free of cost, but all gas in excess of three hundred thousand (300,000) cubic feet of gas taken in each year shall be paid for at the last

T.P.

published retail rates of the gas utility nearest to the leased premises. Lessor to lay and maintain the pipeline(s) and furnish safety regulators, positive shut-off drips, meters and other necessary equipment at Lessor's expense. Lessor understands the highly dangerous character of gas and its tendency to escape from its proper confines and Lessor further agrees to obtain periodic inspections of said delivery system by a qualified person. **Lessor understands and agrees that Lessee is not responsible and has no duty of care for the delivery system to said dwelling house and that Lessor is fully responsible for the maintenance and construction of said delivery system.** This privilege is upon the condition that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas, and Lessor shall maintain the said pipeline(s), regulator(s), meter(s) and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. However, in the event that the leased premises are utilized to form an oil and gas drilling unit, only the owner of the lands on which such well is located may take free gas for use on such owner's lands. Lessors acknowledges that they have been advised and fully understand the risks inherent in the taking of gas in this manner, including the absence of any odorizing agent, and that said gas may be dirty gas that may include oil, water and other impurities which can create excessive wear in the Lessor's gas delivery system, and Lessor agrees to assume all such risks whether same be caused by Lessor's lines or equipment, or whether same be caused by Lessee's equipment or well operation, and Lessor agrees to hold Lessee and the well operator and all parties in interest in any well on the leased premises harmless from any claims of any nature whatsoever which may arise by the usage of gas from any such well by Lessor, their heirs, executors, administrators and assigns. Lessee shall in no way be held liable for insufficient supply of said gas, as Lessor acknowledges the intermittent nature of gas markets and problems in production of natural gas.

7. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate unless within twelve (12) months from the date of the completion of the plugging of such well, the Lessor shall commence another well, or unless the Lessee after the termination of said twelve-month period resumes the payment of delay rental as hereinabove provided.

8. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, an advance royalty in the amount and under the terms hereinabove provided for delay rental until production is marketed and sold off the premises or such well is plugged and abandoned according to law. In the event no delay rentals are stated, the advance royalty payable hereunder shall be made on the basis of \$ 10.00 per acre per year.

9. The consideration, land rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee, and the further right of drilling or not drilling on the leased premises, whether to offset producing wells on adjacent or adjoining lands or otherwise, as Lessee may elect.

10. The Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or strata therein with other lands to form an oil and gas developmental unit of not more than 640 acres, or such larger unit as may be required by state law or regulation for the purposes of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in an subject to this lease. Provided, however, that only the owner of the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provision of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) oil and gas royalty hereinbefore provided, that portion of such one-eighth (1/8) royalty which the acreage consolidated bears for the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same terms as this oil and gas lease setting forth the leases or portions thereof consolidated, the royalty distribution and recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If the well on said development unit shall thereafter be shut in, the well rental for shut-in royalty hereinabove provided for such use shall be payable to the owner(s) of the parcels of land comprising said unit in the proportion that the acreage of each parcel bears to the entire acreage consolidated. Lessee shall have the right to amend, alter or correct any such consolidation at any time in the same manner as herein provided.

11. In case the Lessor owns a less interest in the above-described premises, than the entire and undivided fee simple therein, then the royalties and rentals herein provided for shall be paid to the Lessor only in the proportion which such interest bears in the whole and undivided fee. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by such owner bears to the entire leased acreage.

12. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessee by delivery of notice, in writing, duly signed by the parties to the instrument of conveyance or assignment and delivery of a duly certified copy thereof to the Lessee.

13. The Lessee shall have the right to assign and transfer the within lease in whole or in part, and Lessor waives notice of any assignment or transfer of the within lease. Failure of payment of rentals or royalty on any part of this lease shall not void this lease as to any other part. Lessor agrees that when and if the within lease is assigned, the Lessee herein shall have no further obligation hereunder. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased and thereupon to become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any existing liens on the premises.

T.P.

The Lessee shall bury all pipelines used to conduct oil or gas off the premises and pay all damages to growing crops caused by operations under this lease. Lessee agrees to restore the premises in accordance with state laws. Any damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive and binding on all parties. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser. Arbitration shall be mandatory. No well shall be drilled within _____ feet of any existing barn or dwelling.

14. The Lessee shall have the privilege of using sufficient oil, gas and water for operating on the premises and the right at any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by returning the lease to the Lessor with the endorsement or surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicated and a cancellation of all liabilities under the same of each and all parties herof relating in any way to the portion of all the premises indicated on said surrender, and the land rental therebefore set fort shall be reduced in proportion in the acreage surrendered.

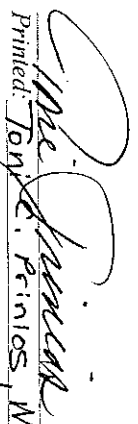
15. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure, including but not limited to act of God, strikes, riots, and governmental restrictions including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within lease expire for a period of ninety (90) days after the termination of any force majeure.

16. In the event Lessor considers that Lessee has not complied with any of its obligations hereunder, either express or implied, Lessor shall notify Lessee, in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any part of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

17. In consideration of the acceptance of this lease by the Lessee, the Lessor agrees for himself and his heirs, successors assigns, that no other lease for the minerals covered by this lease shall be granted by Lessor during the term of this lease or any extension or renewal thereof granted to the Lessee herein.

18. All covenants and conditions between the parties herein that extend to their heirs, personal representatives, successors, successors and assigns, and the Lessor hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that the instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them. Lessor further agrees to sign such additional documents as may be reasonably required by Lessor to perfect Lessee's title to the oil and gas issued herein and such other documents relating in the sale of production as may be required by Lessee or others.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands.


Printed: Toni C. Prinos, Managing Member

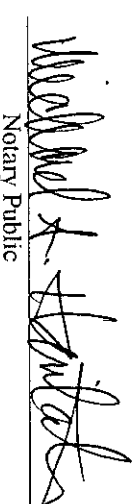
Printed: _____

State of Ohio)
) SS:
Cuyahoga County)

INDIVIDUAL ACKNOWLEDGMENT

BEFORE ME a Notary Public in and for said county and state personally appeared Toni C. Prinos,
Managing Member of TCF Investments, LLC who acknowledged to me that she did
execute the foregoing instrument and that the same is her act and deed for the purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Wahby Hills, Ohio,
this 14th day of August, 2008.


Notary Public

MICHAEL A. HARITAKIS Attorney-At-Law
Notary Public - State of Ohio
My Commission Expires: My Commission has no expiration date
Sec 147 03 R.C.

State of Ohio)
)SS:
)
 County)

CORPORATE ACKNOWLEDGMENT

BEFORE ME a Notary public in and for said county and state personally appeared _____, of _____, the _____, who acknowledged to me that _____ did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority so to do fully conferred on _____ by the Board of Directors of said corporation, and that the same is the free act and deed of said corporation and of himself as such officer, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at _____, Ohio, this _____ day of _____, 200__.

Notary Public

My Commission expires: _____

This instrument prepared by:

M & M Royalty, Ltd.
5377 Lauby Rd., N.W. Ste. #202
North Canton, OH 44720
330/497-4343

ADDENDUM TO OIL AND GAS LEASE

200808150450

THIS ADDENDUM TO OIL AND GAS LEASE ("ADDENDUM") is entered into on this 6th day of August 2008 ("Effective Date") by and between TCP Investments, LLC, an Ohio Limited Liability Company whose mailing address is 6980 Dunham Road, Walton Hills, Ohio 44146 (Attn: Connie Haritakis), with a telephone number (216) 533 - 8417 and email address of connieharitakis@yahoo.com ("Lessor"), and M&M Royalty, LTD., an Ohio Limited Liability Company located at 5377 Lauby Road, N.W., Ste #202, North Canton, Ohio 44720 ("Lessee").

WHEREAS, Lessor and Lessee have entered into an OIL AND GAS LEASE ("LEASE") related to Lessor's property located at 6980 Dunham Road, Walton Hills, Ohio 44146 (the "leased premises"), and desire to amend certain terms of the LEASE through this ADDENDUM, which shall replace, supercede and control any contradictory or absent terms therein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessor and Lessee each hereby agree as follows:

1. ADDENDUM SCOPE - This ADDENDUM supercedes, replaces and controls specific terms within the LEASE, and provides additional terms not contained in the LEASE, which are each to be construed as if originally stated in the LEASE.
2. COMPENSATION TO LESSOR - The Lessor shall receive the following compensation from Lessee, as consideration under the LEASE:
 - A. Initial Bonus Amount - Lessee shall pay Lessor an initial bonus of Five Thousand Dollars (\$5,000) at the time of commencing a well on the property, which such payment in addition to any other consideration paid to Lessor by Lessee, including but not limited to, any royalties or delay payment.
 - B. Gas Royalty Amount - Lessee shall pay Lessor, as royalty for all gas and constituents thereof, including all liquid, solid or gaseous substances produced and saved from any sand or sands and/or formation or formations from any well(s) drilled on the leased premises, an amount equal to one-eighth (1/8) of the price received by the Lessee from the sale of such gas and the constituents thereof at the first good faith, arms-length sale from the Lessee to an unrelated third party without deduction for fees, costs, or expenses of any kind, whether production or post-production; however, Lessee may deduct any required taxes, with the detail of such tax deduction provided to Lessor with each royalty payment. All gas produced shall be measured by a meter set at the well head and royalty shall be paid on the volume measured accurately at that point.
 - C. Oil Royalty Amount - Lessee shall pay Lessor, as royalty for all oil and constituents thereof, produced and saved from any well(s) drilled on the leased premises, an amount equal to one-eighth (1/8) of the price paid to Lessee by the Purchaser of any such oil from the sale of such oil in the tanks, pipelines or other facilities, to which the Lessee may connect its wells. Said royalty shall be paid monthly without deduction for fees, costs, or expenses of any kind, whether production or post-production; however, Lessee may deduct any required taxes, with the detail of such tax deduction provided to Lessor with each royalty payment.
 - D. Payment of Gas Royalty and Oil Royalty Amounts - Lessee's payment of the gas and/or oil royalties shall be subject to the following:
 - i. Most Favored Nations Pricing - Lessee is providing Lessor with "Most Favored Nations" pricing, so that in the event that Lessee provides more favorable gas or oil royalty terms to any other party within a two (2) mile radius of the Lessor's property, whether before or after the signing of the LEASE, then Lessee shall automatically provide the same terms to Lessor.
 - ii. Timing of Royalty Payments - Lessee shall provide Lessor with payment of any royalty within thirty (30) days from Lessee's receipt of payment for such sale of gas or oil. In the event of non-payment of Royalty when due, Lessor may impose late payment interest of ten percent (10%).
 - iii. Acreage Contribution - In the event Lessor's leased premises is less than 20 acres, then the gas and oil royalties shall be proportionately calculated on the amount of acreage contributed by Lessor (e.g., If the leased premises is 17 acres, the royalty would be proportionately based on 17/20 of the 1/8 royalty amount).

ADDENDUM TO OIL AND GAS LEASE

- E. Free Gas Per Well – Lessor has the option to receive free of cost up to 300,000 cubic feet of gas per year from each well drilled on Property, or in the alternative, Lessor may elect to receive payment for all or part of such gas, at the same price the gas royalty is calculated (i.e., retail). In addition, Lessor may purchase a reasonable amount of additional gas at wellhead (i.e., wholesale) price. Such gas may be used by Lessor at more than one building, as may be necessary.
3. DRILLING & OPERATIONS – The drilling and operations of the well by Lessee shall be subject to the following:
- A. Pre-Approval - Lessor shall pre-approve in writing the location of all well(s), access roads, pipeline, storage tanks, or other structures laid upon and erected on the Lessor's leased premises, pursuant to the aerial photo marked, signed by both parties and attached to LEASE.
 - B. Coordination of Operations - Lessee shall coordinate drilling operations with Lessor via email, and provide seven (7) calendar days prior notice of Lessee's activities on Property, including drilling commencement, pipeline installation, or other activities, so no conflict with Lessor's own business.
 - C. Pipelines & Storage - Lessee shall only install pipelines servicing well(s) on Lessor's leased premises; No pipelines for oil or gas not produced on Lessor's leased premises are authorized, unless separate pipeline right of way agreement. No underground storage of gas or oil shall occur on the leased premises.
 - D. Water Usage - Lessee shall not use any city water, which would result in Lessor being charged, and shall not dispose of any salt water on the leased premises or in Tinkers Creek.
 - E. Compliance With Lessor Policies - All employees or agents of Lessee shall comply with policies of Lessor while at lease premises, including but not limited to speed limits, staying on designated roads, trash clean up, no firearms, no hunting or fishing, or other reasonable policies reasonably imposed at any time by Lessor that are provided to Lessee in writing.
 - F. Restoration and Maintenance of Property – Within thirty (30) days, weather permitting, following the completion of drilling of any well, Lessee shall install a fence and landscaping around such well on Property that is reasonably acceptable to Lessor. In addition, Lessee shall restore and maintain the access road and property in same conditions as prior to the commencement of operations.
4. ACREAGE CONSOLIDATION – The consolidation of Lessor's leased premises with other lands to form an oil and gas developmental unit is subject to a maximum total combined acreage of twenty (20) acres, unless otherwise approved by Lessor in writing. In determining the amount of Lessor's leased premises that is contributed to any such consolidation, the full and entire acreage of Lessor's leased premises shall be used.
5. LEASE TERM – The term of LEASE shall be subject to the following:
- A. Term – The term of the LEASE shall begin on the Effective Date and shall expire twelve months thereafter, unless the Lessee completes the drilling of an operating well on the leased premises that is producing gas and/or oil in "paying quantities", as defined herein (the "Primary Term"). Unless sooner terminated as provided herein, the term of the LEASE shall continuously renew, for so long as such well continues to produce gas and/or oil in paying quantities (the "Secondary Term"). The term "paying quantities" is defined as the quantity of gas and/or oil necessary to pay the operating expenses of the well, plus reasonable royalties as mutually determined by both Lessor and Lessee.
 - B. Termination – The LEASE may be terminated upon any of the following events, so long as the terminating party provides the non-terminating party with thirty (30) days prior written notice and the ability to reasonably correct such termination event within such time period, as provided below:

ADDENDUM TO OIL AND GAS LEASE

- i. Paying Quantities Not Produced – In the event that that paying quantities are not established during the Primary Term, or maintained during the Secondary Term, on at least one well on the Lessor's leased premises, then the LEASE may be terminated by either party, however, in such event, Lessee shall first have the option to purchase the well for domestic use at a mutually agreed upon reasonable price;
- ii. Unauthorized Assignment – In the event the LEASE is assigned or transferred by Lessee without the prior written consent of Lessor, then Lessor may terminate the LEASE; or
- iii. Non-Payment of Compensation – In the event Lessee fails to pay Lessor within thirty (30) calendar days for any compensation when due, then Lessor may terminate the LEASE.

In the event Lessor considers that Lessee has not complied with any of its obligations hereunder, either express or implied, Lessor shall notify Lessee, in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any part of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

Within ninety (90) of the effective termination date of the LEASE, the Lessee shall (i) pay Lessor any compensation due prior to the termination date, (ii) plug the well(s), (iii) remove all equipment, (iv) restore the condition of leased premises to the same level of condition that existed prior to the Effective Date, and (iv) file a satisfactory Release of Lease with the County Recorders Office where the LEASE is filed. Such termination of the LEASE releases any unfulfilled obligations of the Lessor or Lessee under the LEASE.

6. MISCELLANEOUS – The LEASE is subject to the following miscellaneous terms:

- A. Non-Assignment or Sublease – Lessee shall not assign or transfer of Lease w/out Lessor's prior written consent, and shall not sublease any part of leased premises or mineral rights, such consent shall not be unreasonably withheld.
- B. Information Copy & Access – By the end of each calendar quarter, Lessee shall provide Lessor with one (1) copy of each of the following: (i) well logs and all documents filed, (ii) all contracts by which Lessee sells oil and gas produced under the LEASE, and (iii) monthly records showing how all royalties were calculated. Upon request, Lessor shall have free access to reasonably inspect, copy, and audit Lessee's books, records, and drilling records related to drilling, production, marketing and sale of oil and gas produced from well(s) located on Lessor's leased premises.
- C. Indemnification of Lessee - Lessor shall release, indemnify and defend Lessor, together with its members, employees, and agents, from and against any and all damage, expense, cost or liability related to Lessee's activities on the Lessor's leased premises or due to the LEASE. Lessee shall name Lessor as additional insured under Lessee's Liability Insurance Policy, with a copy of such certificate provided to Lessor simultaneous with signing of the LEASE.
- D. No Warranty - Lessor does not warrant or guarantee title in any manner whatsoever.
- E. Compliance With Laws and Regulations - Lessee shall be responsible for complying with all relevant federal, state and local laws, policies, recommendations and regulations, including but not limited to, environmental regulations of the Environmental Protection Agency and requirements of Ohio Division of Natural Resources.
- F. Good Faith Efforts – The Lessee and Lessor shall each strive to act good faith in all dealings with each other, with Lessee acknowledging that Lessor is relying on Lessee's good faith efforts hereunder.

ADDENDUM TO OIL AND GAS LEASE

- G. Entire Agreement – The LEASE, ADDENDUM, and any referenced attachments are the entire agreement between the parties and as appropriate may be collectively referred to as the LEASE, and may only be modified by a written agreement signed by both parties. The paragraph headings are for convenience only and not to be construed as defining or limiting any terms herein.

IN WITNESS WHEREOF, the Lessor and Lessee each agree to the above terms of this ADDENDUM, as evidenced by the respective signatures below.

Lessor (TCP Investments, LLC)

By: Toni Prinios

Print Name: Toni C. Prinios

Title: Managing Member

Date: August 6, 2008

Lessee (M&M Royalty, LTD)

By: Matt Egnatovich

Print Name: MATT EGNATOVICH

Title: MEMBER

Date: 8/6/08

BEFORE ME a Notary public in and for said county and state personally appeared Toni Prinios, the Managing Member of TCP Investments, LLC, who acknowledged to me that she did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority, and that the same is the free act and deed of said corporation and of himself as such officer, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Walton Hills, Ohio, this 6th day of August, 2008.

Michael A. Haritakis

Notary Public

MICHAEL A. HARITAKIS Attorney-At-Law

Notary Public - State of Ohio

My Commission expires: My Commission has no expiration date

Sec 147.03 RC

Oil and Gas Leases

Know all Men by these Presents That we, JOSEPH DRANEK and ELEANOR
DRANEK, husband and wife, the Grantors,

who claim title by or through instrument, recorded in Volume 9080, Page 54, County
Recorder's Office, for the consideration of ----- Ten and no/100 ----- Dollars
\$ 10.00) received to our full satisfaction of Astorhurst Land Company
the Grantee

whose TAX MAILING ADDRESS will be 7000 Dunham Road, Walton Hills, Ohio

to give, grant, bargain, sell and convey unto the said Grantee, its heirs and assigns, the following
described premises, situated in the Village of Walton Hills
County of Cuyahoga and State of Ohio:
and known as being part of Original Bedford Township Lot No. 71, and bounded and
described as follows:

Beginning at the northwesterly corner of said Original Lot No. 71; thence
South 0° - 00' - 19" West, along the westerly line of said Original Lot No. 71,
1033.00 feet to an iron pin therein; thence North 54° - 22' - 00" East, 190.30
feet to an iron pin; thence North 6° - 36' - 00" East, 264.00 feet to an iron pin;
thence North 24° - 00' - 00" East, 141.40 feet to an iron pin; thence North
63° - 07' - 00" East, 272.70 feet to an iron pin and THE PRINCIPAL PLACE OF
BEGINNING of the land herein described; thence North 66° - 39' - 00" East,
270.70 feet to an iron pin; thence South 31° - 31' - 00" East, 105.00 feet to an
iron pin; thence North 57° - 08' - 00" East, 573.00 feet to an iron pin; thence
North 87° - 48' - 00" East, 349.09 feet to a point in the center line of Dunham
Road, 66 feet wide, said point being distant South 19° - 03' - 15" East,
469.89 feet, measured along the centerline of said Dunham Road, from an iron
monument found at the intersection of the center lines of Dunham Road and
Tinkers Creek Road; thence North 19° - 03' - 15" West and along said center line,
20.90 feet to a point therein; thence South 87° - 48' - 00" West, 347.63 feet
to an iron pin; thence South 61° - 49' - 56" West, 422.11 feet to an iron pin;
thence North 28° - 10' - 04" West, 39.00 feet to an iron pin; thence North
80° - 41' - 47" West 26.30 feet to an iron pin; thence South 62° - 37' - 11"
West, 408.62 feet to the place of beginning and containing 0.9927 acres of land,
be the same more or less, but subject to all legal highways.

5

107998

WARRANTY DEED

3.00

FROM

JOSEPH DRANEK

and ELEANOR DRANEK

TO

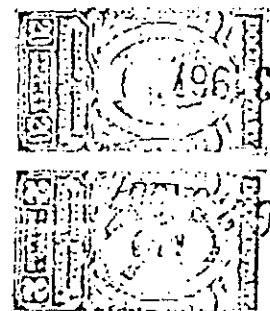
ASTORHURST LAND COMPANY

This instrument prepared by:
EUGENE H. WISWELL
ATTORNEY AT LAW
630 WILLIAMSON BUILDING
CLEVELAND 14, OHIO

Before me, a _____
in and for said County and State, personally appeared
Cuyahoga County, }
the above named Joseph DraneK and Eleanor DraneK, husband and wife,
who acknowledged that they did sign the foregoing instrument and that the same is their free
act and deed.

In Testimony Whereof I have hereunto set my hand and official seal, at
April _____, A. D. 1967.
Wetzel Hills, Ohio
this 20 day of

EUGENE H. WISWELL
NOTARY PUBLIC, STATE OF OHIO
My commission expires 12/31/68



FILED
RECORDED
RECEIVED FOR RECORD
at _____ o'clock _____ M.
Recorded _____
In _____ County Records
Volume _____ Page _____

ENTERED FOR TRANSFER
AUG 23 1967

This instrument prepared by:
EUGENE H. WISWELL
ATTORNEY AT LAW
630 WILLIAMSON BUILDING
CLEVELAND 14, OHIO

The Ohio Legal Blank Co., Cleveland

954561

TO HAVE AND TO HOLD the above fronted and bargained premises, with the appurtenances thereof, unto the said Grantee, its heirs and assigns forever. And we, the said Grantor S., do for OURSELVES and OUR heirs, executors and administrators, covenant with the said Grantee, its heirs and assigns, that at and until the ensueing of these presents, we are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever, save and except restrictions or conditions of record, zoning ordinances and taxes and assessments, both general and special, presently a lien which the grantee herein assumes and agrees to pay

and that we will WARRANT AND DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantee, its heirs and assigns, against all lawful claims and demands whatsoever, except those noted above.

In Witness Whereof, we have hereunto set OUR hand S., the 20th day of April, in the year of our Lord one thousand nine hundred and sixty-seven.

Signed and acknowledged in the presence of

David M. L. L. L.
Attorney at Law

JOSEPH DRANEK

ELEANOR DRANEK

Said premises being more accurately described as follows below,
it being the intent of the Grantors herein to correct any
inaccuracies in the above description

~~XXXXXX~~

Situated in the Village of Walton Hills, County of Cuyahoga and State of Ohio
and known as being part of Original Bedford Township Lot No. 71, and bounded and
described as follows:

Beginning in the center line of Dunham Road (66 feet wide) at a point distant
South 19° 03' 15" East, 469.89 feet, measured along the center line of Dunham Road, from
an iron monument found at the intersection of the center lines of Dunham Road and Tinkers
Creek Road; thence North 19° 03' 15" West and along said center line, 20.90 feet to a
point therein; thence South 87° 48' 00" West 347.63 feet to an iron pin; thence South
61° 49' 56" West, 422.11 feet to an iron pin; thence North 28° 10' 04" West, 39.00 feet
to an iron pin; thence North 80° 41' 47" West, 26.30 feet to an iron pin; thence South
62° 37' 11" West, 408.62 feet; thence North 66° 39' 00" East, 270.70 feet to an iron
pin; thence South 31° 31' 00" East, 105.00 feet to an iron pin; thence North 57° 08' 00"
East, 573.00 feet to an iron pin; thence North 87° 48' 00" East, 349.09 feet to a point
in the center line of Dunham Road, 66 feet wide, and the principal place of beginning
according to a survey dated January 6, 1966 and revised May 10, 1966 and April 4, 1967
by Frank B. Krause & Associates, be the same more or less, but subject to all legal
highways.

✓

ASSIGNMENT OF OIL AND GAS LEASE(S)

CUYAHOGA COUNTY RECORDER

PATRICK O'MALLEY - 7

LEA 5/6/2008 2:04:07 PM

Astorhurst #1

200805060415

KNOW ALL MEN BY THESE PRESENTS that the undersigned, BLUE ROCK LAND CO. (hereinafter called "Assignor"), for and in consideration of One Dollar and other valuable consideration (\$1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto M&M Royalty, LTD whose mailing address is 5377 Lanby Rd. Suite 202, North Canton, Ohio 44720 (hereinafter called "Assignee"), the below described right, title and interest in and to the Oil and Gas Lease(s) or portions thereof (Lease") described as follows:

See Exhibit "A" for legal description of parcels being assigned:
See Exhibit "B" leases being assigned under this agreement:

This assignment is subject to the landowner(s) royalty interest(s), the terms and conditions of the subject Oil and Gas Lease(s), and 3.125% overriding royalty interest which Assignor excepts and reserves unto itself in and to that portion of the Lease assigned herein.

Assignor reserves all mineral rights 150' below the base of the Clinton formation.

1. The Assignee hereby agrees to pay all royalty, delay rental or shut-in royalty payments as may be due from time to time as called for in the above referenced Lease(s) or portions thereof and to perform as required all terms and conditions of such Lease, and to indemnify and hold Assignor harmless from any and all claims, controversies, damages, causes of action, of whatever kind or nature, arising out of or in any way attributable to Assignee's obligation or operations under the Lease whether or not accruing prior to the date hereof.

2. This assignment is made expressly subject to all of the above terms and conditions contained in the Lease described above and is made without warranty of title, either express or implied.

3. Assignor, for itself, it's successors and assigns, also reserves unto itself, it's successors and assigns, the right and easement in, over and upon those portions of the premises which have been assigned to Assignee hereunder for the purpose of (1) ingress and egress to and from the portions of the premises not hereby assigned; (2) installing tanks, equipment, pipelines and/or other facilities for the transmission of oil, gas, water, and/or electricity to, through or over the portions of the premises hereby assigned; and (3) such other purposes as may be necessary or convenient in order to enable Assignor to drill, complete and operate oil and/or gas wells upon the portions of the premises not assigned hereby.

4. The Lease hereby assigned shall not be transferable prior to drilling and completing an oil and gas well, except upon the receipt of written consent of Assignor. This paragraph shall not prohibit the assignment of all or a portion of the Lease to individuals or entities funding the drilling of any well.

5. The Assignee hereby represents and warrants that they are acquiring the Lease for drilling purposes and not for reassignment.

6. In the event Assignee does not commence the drilling of a oil and gas well on or before November 1, 2008, this Assignment shall be null and void and shall automatically terminate at 12:00 midnight on the aforementioned date, and all rights hereunder shall revert to Assignor. For purposes of this paragraph, a commencement of drilling an oil and gas well shall not be deemed to have commenced until the spudding of the well has occurred and the drilling operations are pursued with reasonable diligence thereafter.

7. Assignor shall be provided with complete and accurate copies of all geophysical logs, seismic testing and reports, production records, and access to the drilling rig and well location during any drilling or post drilling operations on the Lease.

8. Assignee hereby grants to Assignor, at Assignor's option, the right to purchase a 10 percent working interest in any well drilled on the assigned acreage at Assignee's cost. Cost for purposes of this Assignment shall be determined without any provision for any profit or recovery of general overhead of Assignee.

9. It is further understood that this assignment shall be binding upon and extend to the parties hereto and their respective heirs, personal representatives, successors and assigns.

10. Assignee agrees that if the Lease or a portion of the Leases assigned herein lapses, terminates, or ceases to be a valid and subsisting oil and gas Lease for any reason, that Assignee will not lease the property for a period of five years; and that if Assignee or any entity related to Assignee or any shareholder, partner, or owner of Assignee leases the property covered by this Lease within such five-year period, that Assignee shall be liable to Assignor for the consideration called for herein, and shall be obligated to pay Assignor such amounts as if Assignee had drilled and completed an oil and gas well(s) on the property, under the terms of the lease assigned hereby.

IN WITNESS WHEREOF, the undersigned owner Blue Rock Land Co.
this instrument the 1st day of May, 2008.

Signed and Acknowledged

in the Presence of:

BLUE ROCK LAND CO.
By [Signature]
President
GEORGE CARDI

STATE OF OHIO :
COUNTY OF Summit : ss.

Before me, a Notary Public, in and for said state, on this day personally appeared Gene Cardi known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged that the same was the act of the said Blue Rock Land Co., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

IN TESTIMONY WHEREOF, I have herewith set my hand and official seal

at North Canton,

Ohio, this 1st day of May, 2008.

[Signature]
Notary Public

This Instrument Prepared By:
Blue Rock Land Co.
6830 Chillingworth Circle NW Canton, Ohio 44718

HEIDI L. ENGLE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
MAY 19, 2008

107998

Vol 12149 PC 467

The Ohio Legal Blank Co., Cleveland

WARRANTY DEED - Without Deed Given - No. 1214

Know all Men by these Presents That We, JOSEPH DRANEK and ELEANOR
DRANEK, husband and wife, the Grantor^s,

who claim title by or through instrument, recorded in Volume 9080, Page 54, County
 Recorder's Office, for the consideration of Ten and no/100 Dollars
\$ 10.00) received to our full satisfaction of Astorhurst Land Company

the Grantee

whose TAX MAILING ADDRESS will be 7000 Dunham Road, Walton Hills, Ohio

to give, grant, bargain, sell and convey unto the said Grantee, its heirs and assigns, the following
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 thence North $24^{\circ} - 00' - 00''$ East, 141.40 feet to an iron pin; thence North
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 BEGINNING of the land herein described; thence North $66^{\circ} - 39' - 00''$ East,
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 West, 408.62 feet to the place of beginning and containing 0.9927 acres of land,
 be the same more or less, but subject to all legal highways.

Said premises being more accurately described as follows below,
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In Witness Whereof, we have hereunto set our hand S, the 20th day of April, in the year of our Lord one thousand nine hundred and sixty-seven.

Signed and acknowledged in the presence of

Carroll H. W. 12611
Patricia M. P. 12611

Joseph Dranek
JOSEPH DRANEK

Eleanor Dranek
ELEANOR DRANEK

In Testimony Whereof I have hereunto set my hand and official seal, at
Weldon Hills, Ohio this 20 day of
April, A. D. 1967.

1954-56

Exhibit "B" To Assignment of Oil and Gas Lease

Leases to be Assigned: Schedule of:

Dated: May 1, 2008

- 1. Oil and Gas Lease by and between Blue Rock Land Co. as Lessee and Astorhurst Land Co. as Lessor dated February 28, 2008, containing 160 acres, (more or less), located in Lot 71, Bedford Township, Cuyahoga County, Ohio and recorded under # 200803190447, of the Official Records of Cuyahoga County, Ohio.**