

MICHAEL E. GROVE CO., L.P.A.

MICHAEL E. GROVE
Attorney at Law
1153 Niles-Cortland Road, S.E.
Warren, Ohio 44484
Phone: (330) 399-4556 Fax: (330) 392-0469
E-Mail: mgrove@grovetitle.com

May 27, 2026

Kiko Realtors
Attn: Rudy W. Kiko
2722 Fulton Dr. NW
Canton, OH 44718

RE: Our Order No. 006063GE
SR 172, Minerva, OH
12.657 Acres
15.003 Acres
PPN: 79-022490
PPN: 79-022500
West Township, Columbiana County

Dear Rudy:

In connection with your request for a Certificate of Title covering the captioned property, I have examined the Public Records of the Columbiana County, Ohio Courthouse from December 16, 1874 to May 1, 2026 at 7:59 a.m., and find as follows:

The Stark County Probate Court records regarding the Estate of Herbert E. Eglie, Case No. 254751

I. DESCRIPTION OF THE PROPERTY EXAMINED:

See Exhibit "A" attached hereto and made a part hereof for a complete description of the captioned property.

II. FEE SIMPLE TITLE:

	<u>Surface</u>	<u>Oil & Gas & their Constituents</u>	<u>Remaining Minerals</u>
Marcia A. Farabe, Executrix and David P. Weimer, Administrator WWA Of the Estate of Herbert E. Eglie aka Herbert Eugene Eglie, Case No. 254751, Stark County Probate Court.	n/a	All	n/a

Fee simple title to the captioned property is vested in the above by:

General Warranty Deed from Herbert Eugene Eglie, Grantor to David W. Miller and Judy Ann Miller, Grantees dated February 12, 2007 and recorded February 12, 2007 in Volume 1534 Page 118 in the Columbiana County Records wherein Grantor reserved "All Oil and Gas and their Constituent Products."

Last Will and Testament Pour Over Will of Herbert E. Eglie filed January 1, 2026 in the Probate Court of Stark County as Case No. 254751. Note: the captioned property is located in Columbiana County. The deceased resided in Stark County.

III. THE ABOVE INTERESTS ARE SUBJECT, HOWEVER, TO THE FOLLOWING:

The within Certificate of Title is subject, however, to the standard exceptions as shown on the pages following which pages are made a part hereof.

1. RESERVATION of all Oil and Gas and their constituent products as contained in General Warranty Deed from Herbert Eugene Eglie, Grantor to David W. Miller and Judy Ann Miller, Grantees "Reserving unto Grantor all Oil and Gas and their Constituent Products" dated February 12, 2007 and recorded February 12, 2007 in Volume 1534, Page 118 of Columbiana County Records.
2. Memorandum of Oil and Gas Lease between David W. and Judy A. Miller, Lessor and Dale Property Services Penn, LP dated May 20, 2011 for a primary term of five years as recorded on October 7, 2011 in Volume 1824 Page 446 of Columbiana County Records. NOTE: For economy, assignments, mortgages and all other conveyances of the Lessee's interest have not been researched.
3. Release of Oil and Gas Lease dated February 21, 2017 as recorded on May 9, 2017 in Volume 2216 Page 508 of Columbiana County Records releases the above memorandum of lease. NOTE: For economy, assignments, mortgages and all other conveyances of the Lessee's interest have not been researched
4. Oil and Gas Lease between Delmar W. and Geneva Sanor, Lessor to Lloyd Smail and Ralph Blank Lessees dated January 2, 1971 for a primary term of one year as recorded on September 8, 1971 in Volume 103, Page 337 of Columbiana County Records. NOTE: For economy, assignments, mortgages and all other conveyances of the Lessee's interest have not been researched.
5. Ratification of Oil and Gas Lease by Delmar W. Sanor and Geneva Sanor to Lloyd Smail and Ralph Blank dated August 22, 1985 and recorded on April 16, 1986 in Volume 99 Page 91 of Columbiana County Records ratified the above lease. NOTE: For economy, assignments, mortgages and all other conveyances of the Lessee's interest have not been researched.
6. Affidavit of Noncompliance by Donald J. Haubert, Affiant dated June 6, 1978 as recorded on July 3, 1978 in Volume 112 Page 952 of Columbiana County Records. This Affidavit

references leases recorded at Volume 89, Page 330, Volume 38 Page 287 and Volume 24, Page 205 of Columbiana County Records. NOTE: For economy, assignments, mortgages and all other conveyances of the Lessee's interest have not been researched.

7. Coal Lease between Delmar W. Sanor and Geneva Sanor, Lessors and The Buckeye Coal Mining Company, Inc, Lessee dated November 2, 1962 for a primary term of ten years as recorded on February 7, 1963 in Volume 89 Page 330 of Columbiana County Records. NOTE: For economy, assignments, mortgages and all other conveyances of the Lessee's interest have not been researched.
8. Oil and Gas Lease between Delmar W. Sanor, Lessor and Roberta N. Hyland, Lessee dated June 14, 1947 for a primary term of twenty years as recorded on June 26, 1947 in Volume 65 page 210 of Columbiana County Records. NOTE: For economy, assignments, mortgages and all other conveyances of the Lessee's interest have not been researched.
9. Oil and Gas Lease between I.H. Hartman and Alice H. Hartman, Lessors and Roberta N. Hyland, Lessee dated June 19, 1942 for a primary term of ten years as recorded on July 8, 1942 in Volume 55 Page 86 of Columbiana County Records. NOTE: For economy, assignments, mortgages and all other conveyances of the Lessee's interest have not been researched.
10. Coal Contract between I. Hill Hartman and Annie J. Hartman party of the first part and Joe E. Stone party of the second part dated December 8, 1936 as recorded on January 25, 1937 in Volume 49 Page 87 of Columbiana Records. NOTE: For economy, assignments, mortgages and all other conveyances of the Lessee's interest have not been researched.
11. Oil and Gas Lease between Vennie R. Brunner and John J. Brunner, Lessor and L.B. Lee, Lessee dated August 7, 1933 for a primary term of three years as recorded on February 16, 1934 in Volume 46 Page 396 of Columbiana County Records. NOTE: For economy, assignments, mortgages and all other conveyances of the Lessee's interest have not been researched.
12. Oil and Gas Lease between I. Hill Hartman, Alice Hartman, HE Hartman and Anna J. Hartman, Lessors and E.S. Kepple, Lessee dated June 6, 1932 for a primary term of three years as recorded on October 10, 1932 in Volume 38 Page 287 of Columbiana County Records. NOTE: For economy, assignments, mortgages and all other conveyances of the Lessee's interest have not been researched.
13. Right of Way between C. Hill Hartman, Annie J. Hartman and H.E. Hartman to H. F. Ferguson dated April 29, 1930 to erect, operate and maintain two lines of towers for the transmission of electric energy as recorded on Jan 5, 1931 in Volume 36 Page 128 of Columbiana County Records. NOTE: For economy, assignments, mortgages and all other conveyances of the Lessee's interest have not been researched.
14. Right of Way between Annie J. Hartman and I. Hill Hartman to The Buckeye Pipe Line Company dated July 18, 1929 as recorded on October 28, 1929 in Volume 33 Page 419 of Columbiana County Records. NOTE: For economy, assignments, mortgages and all other conveyances of the Lessee's interest have not been researched.
15. Oil and Gas Lease between I. Hill Hartman, Alice Hartman, Annie J. Hartman and H.E. Hartman Lessors to Wm. R. Thompson, Lessee dated July 23, 1928 for a primary term of ten years as recorded on October 31, 1942 in Volume 55 Page 182 of Columbiana County Records. NOTE:

For economy, assignments, mortgages and all other conveyances of the Lessee's interest have not been researched.

16. Oil and Gas Lease between I. Hill Hartman, Alice Hartman, Annie J. Hartman and H.E. Hartman Lessors to Wm. R. Thompson, Lessee dated July 23, 1928 for a primary term of ten years as recorded on October 23, 1928 in Volume 32, Page 561 of Columbiana County Records. NOTE: For economy, assignments, mortgages and all other conveyances of the Lessee's interest have not been researched.
17. Agreement of Lease between I. Hill Hartman and Alice Hartman, Lessor and The Natural Gas Co. W. Va, dated February 6, 1920 for a primary term of twenty years as recorded in Volume 24, Page 205 of Columbiana County Records. NOTE: For economy, assignments, mortgages and all other conveyances of the Lessee's interest have not been researched.
18. Taxes, claims, allowances and interests arising out of the Administration of the Estate of Herbert E. Eglie aka Herbert Eugene Eglie, deceased, pending in the Probate Court of Stark County as Case No. 254751. Note: The search of the Stark County Records regarding the decedent was necessary as decedent resided in Stark County. No other records were searched.

THE FOLLOWING EXCEPTIONS ARE MADE AS TO ALL TITLE CERTIFICATES

Such objections, if any, which would result from an examination of any document, deed, instrument, legal proceeding, affidavit, conveyance and/or title evidence of any kind or manner which are illegible in whole or part.

Such objections, if any, from an examination of any legal proceeding, or any Abstract/Title Search of same which legal proceeding produced or resulted in a conveyance of any kind or nature including but not limited to any Deed, Sheriff's Deed, Treasurer's Deed, Fiduciary's Deed, Executor's Deed, Administrator's Deed or Guardianship's Deed. If you wish an examination of any legal proceedings, you may contact the undersigned and for additional consideration request same.

Such objections, if any, may result from facts which would be disclosed by an inspection and accurate survey of the premises described above. The description as set forth in the within Certificate of Title is by metes and bounds. The description of other documents may be by adjoining tracts. The description has been checked against the Auditor's Map to assure, insofar as possible, that the same premises are enclosed. If a map is attached to the within Title Report, said map shall not be considered a part of the report, and we accept no responsibility for errors in same, the map being enclosed solely for reference purposes.

Such objections as may result from ancient legal descriptions which are inconsistent from ancient instrument to ancient instrument in the chain of title and/or rely upon trees, vegetation, ditches, streams, fences and other non-permanent monuments or markers.

We have made no examination as to any so-called zoning ordinances or other similar regulatory legislation, nor have we examined the Records of the Federal Court, the examination of the within title being solely based on public records available to us in the courthouse in the county wherein the premises are situated. Public Records do not include the indexes to or the files of the Probate Division of the Court of Common Pleas in the matters pertaining to mental illness, which records and files are no longer available for public inspection. Anything herein to the contrary notwithstanding this

certificate does not guarantee against matters which might be disclosed by an examination of such indexes and files.

The within title report does not purport to set forth all released leaseholds, mortgages or other interests and/or encumbrances. Released leaseholds, mortgages or other interests and/or encumbrances may be intentionally omitted from this certificate. No inference will be drawn regarding omission. If you wish such released leaseholds, mortgages or other interest and/or encumbrances included herein you may contact the undersigned and for additional consideration the same will be included.

Opinions expressed herein are subject to the correctness of the assumption that each and every trustee, administrator, administratrix, executor, executrix, guardian, conservator, personal representative, fiduciary, receiver, special commissioner, sheriff, land commissioner, and/or deputy commissioner making any conveyance was in fact duly appointed and acted within his/her authority when making such conveyance and further that the underlying proceedings to which such conveyances were made were conducted in accordance with applicable law and without any substantive or procedural defects or irregularities.

The liability of the undersigned in connection with the issuance of the within Certificate of Title is limited to \$25,000.00.

Additions, if any, which may hereafter be made by legally constituted authorities.

Very truly yours,

MICHAEL E. GROVE CO., L.P.A.

A handwritten signature in blue ink, appearing to read "Michael E. Grove", is written over a faint, circular stamp or watermark.

Michael E. Grove
President

Enclosures

LEGAL DESCRIPTION

Oil & Gas and their Constituents

Situated in the Township of West, County of Columbiana, and State of Ohio:

PARCEL NO. 1

Known as and being part of the S.W. quarter section No. 10, T-16, R-5, West Township, Columbiana County, Ohio and being more particularly described as follows: beginning at a stone in S.E. corner of the said quarter section, thence South 87 deg. - 31 min. - 23 sec. west and along the section line a distance of 358.00 feet to an iron bar and the true place of beginning for the tract of land herein described,

THENCE continuing south 87 deg. - 31 min - 23 sec. West and along the section line a distance of 325.00 feet to an iron bar,

THENCE North 3 deg. - 20 min. - 21 sec. West (passing over an iron bar set at 1584.29 feet), a total distance of 1614.29 feet to a point on the center of State Route No. 172, (the following five course are along the center of said road),

THENCE North 56 Deg. - 59 min. - 15 sec. East a distance of 28.22 feet to a P.K. Nail,

THENCE North 63 Deg. - 23 min. - 16 sec. East a distance of 99.76 feet to a P.K. Nail,

THENCE North 64 Deg. - 04 min. - 42 sec. East a distance of 100 feet to a P.K. Nail,

THENCE North 66 Deg. - 09 min. - 24 sec. East a distance of 30.27 feet to a point,

THENCE South 3 deg. - 20 min - 21 sec. East (passing over an iron bar set at 30.00 feet) a total distance of 1768.80 feet to an iron barn and the place of beginning. Containing 12.657 acres of land more or less, but subject to all legal highways and easement of record.

PPN: 79-022490

PARCEL NO. 2

Known as and being part of the S.W. quarter section No. 10, T-16, R-5, West Township, Columbiana County, Ohio and being more particularly described as follows: Beginning at a stone in the S.E. Corner of said quarter section, and also being the true place of beginning for the tract of land herein described,

THENCE South 87 deg. - 31 min. - 23 sec. West and along the section line a distance of 358.00 feet to an iron bar,

THENCE north 3 de. - 20 min - 21 sec. West (passing over an iron bar set at 1738.80 feet) a total distance of 1768.80 feet to a point on the center of State Route No. 172 (the following five courses are along the center of said State Route)

THENCE North 66 deg. - 09 min. - 24 sec. East a distance of 69.71 feet to a P.K. Nail,

THENCE North 69 Deg. – 22 min. – 51 sec. East a distance of 99.92 feet to a P.K. Nail,

THENCE north 73 Deg. – 51 min. – 55 sec. East a distance of 100.04 feet to a P.K. Nail,

THENCE North 72 deg. – 17 min. – 20 sec. East 51.31 feet to a P.K. Nail

THENCE North 85 deg. -19 min. – 49 sec. East a distance of 50.01 feet to a P.K. Nail,

THENCE South 3 deg. -20 min. -21 Sec. East (passing over an iron bar set at 30.00 feet) and along the quarter section line a total distance of 1864.14 feet to a stone and the true place of beginning, containing 15.003 acres of land more or less, but subject to all legal highways and easements of record.

PPN: 79-022500



Image ID: 00000841889 Type: OFF
 Recorded: 02/12/2007 at 02:22:48 PM
 Fee Amt: \$36.00 Page 1 of 3
 Columbiana County, Ohio
 CRAIG BROWN County Recorder
 File# 2007-00002006

BK 1534 PG 118

**General Warranty Deed
 (Statutory Form)**

HERBERT EUGENE EGLIE, married, for valuable consideration paid, grant(s), with general warranty covenants, to DAVID W. MILLER and JUDY ANN MILLER, husband and wife, for their joint lives, remainder to the survivor of them, whose tax mailing address is 9165 Knox School Rd., Minerva, OH 44657, the following real property:

SEE EXHIBIT "A" ATTACHED HERETO.

RESERVING UNTO GRANTOR ALL OIL AND GAS AND THEIR CONSTITUENT PRODUCTS.

Subject to Easements to Ohio Edison Company recorded in Volume 1053, Page 634, Volume 1245, Page 93, and Volume 1389, Page 8; Easement to General Telephone Company of Ohio recorded in Volume 1427, Page 100; Easement for Pipeline to Langasco Energy Corporation recorded in Volume 95, Page 783; and Oil and Gas Leases to Lloyd Small and Ralph Blank recorded in Volume 103, Page 335, and Volume 103, Page 337; all of the Columbiana County Records.

Permanent Parcel Nos. 7902249000 and 7902250000

Prior Instrument Reference: Volume 1516, Page 90, of the Columbiana County Records.

MARGARET EGLIE, wife of the Grantor, releases all rights of dower therein.

Executed this 12th day of February, 2007.


 HERBERT EUGENE EGLIE


 MARGARET EGLIE

EW
 LUNDGREN, GOLDTHORPE
 & ZUMBAR
 ATTORNEYS AT LAW
 526 EAST MAIN STREET
 P. O. BOX 2595
 ALLIANCE, OHIO
 44601-0595



Image ID: 00000841990 Type: OFF

Page 2 of 3

File# 2007-00002008

BK 1534 PG 119

STATE OF OHIO

SS:

COUNTY OF STARK

Be It Remembered, That on the 12th day of February, 2007, before me, the subscriber a Notary Public in and for said county personally came HERBERT EUGENE EGLIE, married, the Grantor(s) in the foregoing Deed, and MARGARET EGLIE, his wife, and acknowledged the signing thereof to be their free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

David J. Lundgren
Notary Public

DAVID J. LUNDGREN, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
O.R.C. 147.03

This instrument prepared by:
LUNDGREN, GOLDTHORPE & ZUMBAR
526 E. Main St., P.O. Box 2595
Alliance, OH 44601-0595
Telephone (330) 821-2516

C:\Documents and Settings\Deb England\My Documents\REAL ESTATE\miller-gwd.wpd-2/2/07

- 2 -

LUNDGREN, GOLDTHORPE
& ZUMBAR
ATTORNEYS AT LAW
526 EAST MAIN STREET
P. O. BOX 2595
ALLIANCE, OHIO
44601-0595

This Certificate has been examined and the Grantor was complied with Section 317.02 of the Revised Code.
FEE \$ 361.20
Exampt
NANCY MILLIKEN, County Auditor

ENTERED FOR TRANSFER
FEB 12 2007
NANCY MILLIKEN
COLUMBIANA COUNTY AUDITOR

EXHIBIT A
Page 2 of 3



Image ID: 00000841991 Type: OFF
Page 3 of 3

File# 2007-00002008
BK 1534 PG 120

located in the Township of

West , County of Columbiana and State of Ohio:

TRACT NO. 1 :

KNOWN AS AND BEING PART OF THE S. W. QUARTER SECTION NO. 10, T-16, R-5, WEST TOWNSHIP, COLUMBIANA COUNTY, OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A STONE AT THE S. E. CORNER OF THE SAID QUARTER SECTION, THENCE SOUTH 87 DEG. - 31 MIN. - 23 SEC. WEST AND ALONG THE SECTION LINE A DISTANCE OF 358.00 FEET TO AN IRON BAR AND THE TRUE PLACE OF BEGINNING FOR THE TRACT OF LAND HEREIN DESCRIBED, THENCE CONTINUING SOUTH 87 DEG. - 31 MIN. - 23 SEC. WEST AND ALONG THE SECTION LINE A DISTANCE OF 325.00 FEET TO AN IRON BAR, THENCE NORTH 3 DEG. - 20 MIN. - 21 SEC. WEST (PASSING OVER AN IRON BAR SET AT 1584.29 FEET), A TOTAL DISTANCE OF 1614.29 FEET TO A POINT ON THE CENTER OF STATE ROUTE NO. 172, (THE FOLLOWING FIVE COURSES ARE ALONG THE CENTER OF SAID ROAD), THENCE NORTH 56 DEG. - 59 MIN. - 15 SEC. EAST A DISTANCE OF 28.22 FEET TO A P. K. NAIL, THENCE NORTH 58 DEG. - 34 MIN. - 23 SEC. EAST A DISTANCE OF 99.88 FEET TO A P. K. NAIL, THENCE NORTH 63 DEG. - 23 MIN. - 16 SEC. EAST A DISTANCE OF 99.76 FEET TO A P. K. NAIL, THENCE NORTH 64 DEG. - 04 MIN. - 42 SEC. EAST A DISTANCE OF 100.00 FEET TO AN P. K. NAIL, THENCE NORTH 66 DEG. 09 MIN. - 24 SEC. EAST A DISTANCE OF 30.27 FEET TO A POINT, THENCE SOUTH 3 DEG. - 20 MIN - 21 SEC. EAST (PASSING OVER AN IRON BAR SET AT 30.00 FEET) A TOTAL DISTANCE OF 1768.80 FEET TO AN IRON BAR AND THE TRUE PLACE OF BEGINNING. CONTAINING 12.657 ACRES OF LAND MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

TRACT NO. "2" :

KNOWN AS AND BEING PART OF THE S. W. QUARTER SECTION NO. 10, T-16, R-5, WEST TOWNSHIP, COLUMBIANA COUNTY, OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A STONE AT THE S. E. CORNER OF SAID QUARTER SECTION, AND ALSO BEING THE TRUE PLACE OF BEGINNING FOR THE TRACT OF LAND HEREIN DESCRIBED, THENCE SOUTH 87 DEG. - 31 MIN. - 23 SEC. WEST AND ALONG THE SECTION LINE A DISTANCE OF 358.00 FEET TO AN IRON BAR, THENCE NORTH 3 DEG. - 20 MIN. - 21 SEC. WEST (PASSING OVER AN IRON BAR SET AT 1738.80 FEET) A TOTAL DISTANCE OF 1768.80 FEET TO A POINT ON THE CENTER OF STATE ROUTE NO. 172, (THE FOLLOWING FIVE COURSES ARE ALONG THE CENTER OF SAID STATE ROUTE) THENCE NORTH 66 DEG. - 09 MIN. - 24 SEC. EAST A DISTANCE OF 69.71 FEET TO A P. K. NAIL, THENCE NORTH 69 DEG. - 22 MIN. - 51 SEC. EAST A DISTANCE OF 99.92 FEET TO A P. K. NAIL, THENCE NORTH 73 DEG. - 51 MIN. - 55 SEC. EAST A DISTANCE OF 100.04 FEET TO A P. K. NAIL, THENCE NORTH 72 DEG. - 17 MIN. - 20 SEC. EAST 51.31 FEET TO A P. K. NAIL, THENCE NORTH 85 DEG. 19 MIN. - 49 SEC. EAST A DISTANCE OF 50.01 FEET TO A P. K. NAIL, THENCE SOUTH 3 DEG. - 20 MIN. - 21 SEC. EAST (PASSING OVER AN IRON BAR SET AT 30.00 FEET) AND ALONG THE QUARTER SECTION LINE A TOTAL DISTANCE OF 1864.14 FEET TO A STONE AND THE TRUE PLACE OF BEGINNING, CONTAINING 15.003 ACRES OF LAND MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

EXHIBIT A
Page 3 of 3

APPROVED
TAX MAP

MICROFILMED

"A"

Invoice ID: 000001165237 Type: OFF
Recorded: 10/07/2011 at 11:23:32 AM
Fee Amt: \$44.00 Page 1 of 4
Columbiana County, Ohio
CRAIG BROWN County Recorder
File# 2011-00013664
EK 1824 PG 446

Lease ID 34-013080-000

MEMORANDUM OF OIL AND GAS LEASE

4/10-OH

This Memorandum of Oil and Gas Lease made this 20th day of May, 2011, by and between David W. and Judy A. Miller, of 9165 Knox School Road Minerva, OH, hereinafter collectively called "Lessor," and DALE PROPERTY SERVICES PENN, LP, a Texas limited partnership, 2100 Ross Ave., Suite 1870, Dallas, Texas, 75201, hereinafter called "Lessee."

WITNESSETH

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, Lessor did make and execute in favor of Lessee an Oil and Gas Lease dated May 20, 2011, and made effective May 20, 2011, which provides for a five year primary term and an option to renew for an additional five (5) year primary term covering Lessor's interest in the following described lands:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

This Lease may be extended beyond the primary term by certain activities including, without limitation, conducting operations, producing oil or gas, or making prescribed payments. This Lease also grants to Lessee a Right of First Refusal to match any top lease covering the leased premises, which right may be exercised by Lessee within fifteen (15) days after receipt of proper notice from Lessor.

This Memorandum of Oil and Gas Lease is being made and filed for the purpose of giving third parties notice of the existence of the Lease described above. The execution, delivery and recordation of this Memorandum of Oil and Gas Lease shall have no effect upon, and is not intended as an amendment of the terms and conditions of the Lease. It is the intent of the Lessor to lease all of Lessor's interest in and to the properties described herein, whether or not the tracts recited herein are properly described, and further it is understood this lease includes all rights owned by the Lessor in the properties described herein.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

EXHIBIT # 2
Page 1 of 4



Image ID: 0000188298 Type: OFF

Page 2 of 4

File# 2011-00013854

BK 1824 PG 447

IN WITNESS WHEREOF this Memorandum of Oil and Gas Lease is executed as of the date first above written.

WITNESS:

LESSOR:

Judy A. Miller
Judy A. Miller

WITNESS:

DALE PROPERTY SERVICES PENN, LP
BY: DPS PENN GP, LLC, GENERAL
PARTNER

Bennett Wood, Jr.
By: Bennett Wood, Jr.
Its: President

ACKNOWLEDGMENT

STATE OF OHIO)

) SS:

COUNTY OF COLUMBIANA)

On this the 20th day of May 2011, before me, a notary public, the undersigned authority, personally appeared David W. and Judy A. Miller, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.



LOUIS A. ARRICO

NOTARY PUBLIC hereunto set my hand and official seal.

STATE OF OHIO

My Commission Expires: November 16, 2015

Signature/Notary Public: LA

My Comm. Expires Nov. 16, 2015

Name/Notary Public (print): Louis A. Arrico

CORPORATE ACKNOWLEDGMENT

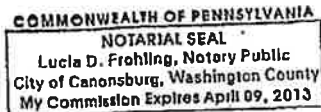
STATE OF Pennsylvania)

) SS:

COUNTY OF Allegheny)

On this the 16th day of October, 2011, before me, the undersigned authority, personally appeared Bennett Wood, Jr., who acknowledged himself to be the President of DPS Penn GP, LLC, General Partner of Dale Property Services Penn, LP, a Texas limited partnership, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My Commission Expires: April 9, 2013

Signature/Notary Public: Lucia D. Frohling

Name/Notary Public (print): Lucia D. Frohling

Prepared By: Dale Property Services Penn
4 Grandview Circle, Ste 805
Canonsburg, PA 15317

EXHIBIT #2
Page 2 of 4



Image ID: 000001166239 Type: OFF

Page 3 of 4

File# 2011-00013864

BK 1824 PG 448

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Memorandum of Oil and Gas Lease dated May 20, 2011, 2011, by and between David W. and Judy A. Miller, as Lessor, and DALE PROPERTY SERVICES PENN, LP, as Lessee.

Tract 1:

DESCRIPTION. The Leasehold is located in the Township of West, in the County of Columbiana, in the State of Ohio, and described as follows:

Township: 16, Range: 5
Section: 35 Tax Parcel No.: 79-02342.000, Containing 3.851 acres

and is bounded formerly or currently as follows:

- On the North by lands of Miller;
- On the East by lands of Miller;
- On the South by lands of Truxall;
- On the West by lands of Miller;

including lands acquired from Mark and Dorothy Overholt, by virtue of deed dated December 30, 1982, and recorded in Deed Book 83-1, at Page 405, and described for the purposes of this agreement as containing a total of 3.851 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor.

Tract 2:

DESCRIPTION. The Leasehold is located in the Township of West, in the County of Columbiana, in the State of Ohio, and described as follows:

Township: 16, Range: 5
Section: 36 Tax Parcel No.: 79-00067.001, Containing 2.436 acres

and is bounded formerly or currently as follows:

- On the North by lands of Smith;
- On the East by lands of CTM Construction;
- On the South by lands of Mills;
- On the West by lands of Lois;

including lands acquired from Albert N. and Mary Gingerich, by virtue of deed dated November 30, 2007, and recorded in Deed Book 1592, at Page 39, and described for the purposes of this agreement as containing a total of 2.436 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor.

Tract 3:

DESCRIPTION. The Leasehold is located in the Township of West, in the County of Columbiana, in the State of Ohio, and described as follows:

Township: 16, Range: 5
Section: 16 Tax Parcel No.: 79-02404.002, Containing 2.092 acres

and is bounded formerly or currently as follows:

- On the North by lands of Lois;
- On the East by lands of Price;
- On the South by lands of Murphy;
- On the West by lands of Stoltzfus;

including lands acquired from Leon and Ida Mae Overholt, by virtue of deed dated October 11, 2006, and recorded in Deed Book 1544, at Page 692, and described for the purposes of this agreement as containing a total of 2.092 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor.

Tract 4:

DESCRIPTION. The Leasehold is located in the Township of West, in the County of Columbiana, in the State of Ohio, and described as follows:

Township: 16, Range: 5
Section: 10 Tax Parcel No.: 79-02249.000, Containing 12.657 acres

and is bounded formerly or currently as follows:

EXHIBIT #2
Page 3 of 4



Image ID: 00000188240 Type: OFF
Page 4 of 4

File# 2011-00018854

BK 1824 Pg 449

On the North by lands of Roberts;
On the East by lands of Miller;
On the South by lands of Price;
On the West by lands of Pendergrast;

including lands acquired from Herbert Eugene Eglie, by virtue of deed dated February 12, 2007, and recorded in Deed Book 1534, at Page 118, and described for the purposes of this agreement as containing a total of 12.657 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor.

Tract 5:

DESCRIPTION. The Leasehold is located in the Township of West, in the County of Columbiana, in the State of Ohio, and described as follows:

Township: 16, Range: 5
Section: 10 Tax Parcel No.: 79-02250.000, Containing 15.003 acres

and is bounded formerly or currently as follows:

On the North by lands of Ohio Duplex Partnership;
On the East by lands of Miller;
On the South by lands of Price;
On the West by lands of WMM Ltd.;

including lands acquired from Herbert Eugene Eglie, by virtue of deed dated February 12, 2007, and recorded in Deed Book 1534, at Page 118, and described for the purposes of this agreement as containing a total of 15.003 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor.

Tract 6:

DESCRIPTION. The Leasehold is located in the Township of West, in the County of Columbiana, in the State of Ohio, and described as follows:

Township: 16, Range: 5
Section: 22 Tax Parcel No.: 79-02175.014, Containing 6.889 acres

and is bounded formerly or currently as follows:

On the North by lands of Eagle;
On the East by lands of Miller;
On the South by lands of Haynem;
On the West by lands of Horton;

including lands acquired from Merrick's Brookside Farms, Inc., by virtue of deed dated November 7, 2000, and recorded in Deed Book 846, at Page 897, and described for the purposes of this agreement as containing a total of 6.889 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor.

Tract 7:

DESCRIPTION. The Leasehold is located in the Township of West, in the County of Columbiana, in the State of Ohio, and described as follows:

Township: 16, Range: 5
Section: 21 Tax Parcel No.: 79-02440.007, Containing 6.290 acres

and is bounded formerly or currently as follows:

On the North by lands of Olsen;
On the East by lands of Miller;
On the South by lands of Truxall;
On the West by lands of Olsen;

including lands acquired from Dorothy Overholt by virtue of deed dated January 10, 1994, and recorded in Deed Book 410, at Page 688, and described for the purposes of this agreement as containing a total of 6.290 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor.

Said lands containing a total of 49.218 acres, more or less

Prepared by and Recorder: Return to Dalo Property Services Penn, LP, 4 Grandview Circle, Suite 201, Cmonsburg, PA. 15317

MICROFILMED

EXHIBIT #2
Page 4 of 4

Doc ID: 004321380011 Type: OFF
Recorded: 05/09/2017 at 01:21:01 PM
Fee Amt: \$564.00 Page 1 of 11
Columbiana County, Ohio
Theresa Bosel County Recorder
File# 2017-00004853
BK 2216 PG 508-518

RELEASE OF OIL AND GAS LEASES

STATE OF OHIO)
) S
COUNTY OF COLUMBIANA)

KNOW ALL MEN BY THESE PRESENTS:

That **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, authorized to do business in the State of Ohio, whose mailing address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, **CHK Utica, L.L.C.**, a Delaware limited liability company, authorized to do business in the State of Ohio, with a mailing address of P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, **Chesapeake Appalachia, L.L.C.**, an Oklahoma limited liability company, with a mailing address of P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, and **TOTAL E&P USA, Inc.**, a Delaware corporation, with an office at 1201 Louisiana Suite 1800, Houston, Texas 77002, (collectively the "Lessees"), do hereby release, relinquish, surrender and forever quitclaim any and all of their right, title and/or interest which any of them may own in and to those certain Oil and Gas Leases ("Leases"), as more particularly described in Exhibit A, attached hereto, and as evidenced of record by the Leases, or Memoranda thereof, recorded in the Columbiana County Clerk's Office, State of Ohio, with such recording information as set forth on Exhibit A. All leases have expired by their own terms.

This instrument may be executed in counterpart and when so executed shall have the same legal effect as if all parties had executed the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date of each of their respective acknowledgments annexed hereto.

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company

By: James K. Ary
James K. Ary, Vice President - Land
Chesapeake E&P Holding Corporation, Manager AMC 97

EXHIBIT #3
Page 1 of 6

CHK Utica, L.L.C.
a Delaware limited liability company

By: James K. Ary
James K. Ary, Vice President – Land
Chesapeake Exploration, L.L.C., Sole Member *Am² 2/11*

Chesapeake Appalachia, L.L.C.
an Oklahoma limited liability company

By: James K. Ary
James K. Ary, Vice President – Land
Chesapeake Energy Corporation, Manager *m² 2/11*

TOTAL E&P USA, INC.
a Delaware corporation

By: _____
Pierre Germain
Vice President, Business Development & Strategy

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
CORPORATE ACKLOWEDEMETS FOLLOW.]**

CHK Utica, L.L.C.
a Delaware limited liability company

By: James K. Ary
James K. Ary, Vice President – Land
Chesapeake Exploration, L.L.C., Sole Member *Ar*

Chesapeake Appalachia, L.L.C.
an Oklahoma limited liability company

By: James K. Ary
James K. Ary, Vice President – Land
Chesapeake Energy Corporation, Manager *Ar*

TOTAL E&P USA, INC.
a Delaware corporation

By: Pierre Germain
Pierre Germain
Vice President, Business Development & Strategy

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
CORPORATE ACKNOWLEDGEMENTS FOLLOW.]**

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this, 21 day of February, 2017, by James K. Ary, Vice President – Land of Chesapeake E&P Holding Corporation, Manager of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, as the act and deed and on behalf of such corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My Commission Expires: 06/24/2019
Signature/Notary Public: [Signature]
Name/Notary Public (print): Allison M. Fine

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this, 21 day of February, 2017, by James K. Ary, Vice President – Land of Chesapeake Exploration, L.L.C., Sole Member of CHK Utica, L.L.C., an Delaware limited liability company, as the act and deed and on behalf of such corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My Commission Expires: 06/24/2019
Signature/Notary Public: [Signature]
Name/Notary Public (print): Allison M. Fine

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this, 21 day of February, 2017, by James K. Ary, Vice President – Land of Chesapeake Energy Corporation, Manager of Chesapeake Appalachia, L.L.C., an Oklahoma limited liability company, as the act and deed and on behalf of such corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My Commission Expires: 06/24/2019
Signature/Notary Public: [Signature]
Name/Notary Public (print): Allison M. Fine

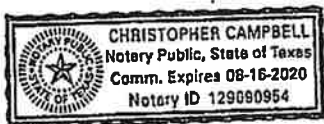
CORPORATE ACKNOWLEDGMENT

STATE OF Texas)
) S
COUNTY OF Harris)

On the 21 day of April, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Pierre Germain, who acknowledged himself to be the Vice President, Business Development & Strategy of **TOTAL E&P USA, Inc.**, a Delaware corporation and that on behalf of said corporation, he as such Vice President, Business Development & Strategy, being authorized to do so, executed foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Vice President, Business Development Strategy.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 2-16-2020
Signature/Notary Public: *Chris Campbell*
Name/Notary Public (print): Chris Campbell



Document prepared by: Allison Seikel
Chesapeake Exploration, L.L.C., P. O. Box 18496, Oklahoma City, Ok 73154-0496

CHESAPEAKE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	TOWNSHIP	COUNTY	RECORDING INFORMATION	
34-012886-000	Jerry F. Cristo and Judy A.	Dale Property Services Penn L.L.C.	6/12/2011	Madison	COLUMBIANA	BK 1819 / PG 681 2011-00012417	40-00343.1
34-012924-000	James Lee Spurlock, III	Dale Property Services Penn L.L.C.	6/12/2011	Middleton	COLUMBIANA	BK 1819 / PG 621 2011-00012397	
34-012935-000	Roger L. Morris and Patricia	Dale Property Services Penn L.L.C.	6/21/2011	Unity	COLUMBIANA	BK 1823 / PG 964 2011-00013525	67-02322.1
34-012939-000	Calvin W Self and Irene A Self	Dale Property Services Penn L.L.C.	6/12/2011	Washington	COLUMBIANA	BK 1823 / PG 817 2011-00013487	71-00553.1
34-012949-000	Wayne A. Leishman	Dale Property Services Penn	6/2/2011	Washington	COLUMBIANA	BK 1817 / PG 609 2011-00011821	72-01831.1
34-012949-000	Wayne A. Leishman	Dale Property Services Penn, L	5/2/2011	Washington	COLUMBIANA	BK 1817 / PG 605 2011-00011819	72-00234.1
34-012951-000	Robert L. Fitzwilliams	Dale Property Services Penn, L	5/4/2011	Elk Run	COLUMBIANA	BK 1823 / PG 767 2012-0009228	12-00562.1
34-012954-000	Wayne A. Leishman	Dale Property Services Penn L.L.C.	6/2/2011	Washington	COLUMBIANA	BK 1886 / PG 712 2012-0009228	72-01080.1
34-012955-000	Wayne A. Leishman	Dale Property Services Penn L.L.C.	6/2/2011	Washington	COLUMBIANA	BK 1886 / PG 710 2012-0009227	72-01059.1
34-012956-000	William R. and Norma L. Owens	Dale Property Services Penn L.L.C.	6/10/2011	Elk Run	COLUMBIANA	BK 1819 / PG 462 2011-00012340	13-00022.1
34-012998-000	James Marino	Dale Property Services Penn L.L.C.	5/8/2011	Perry	COLUMBIANA	BK 1819 / PG 552 2011-00012374	50-03033.1
34-012969-000	Marcella M. Marks	Dale Property Services Penn L.L.C.	5/5/2011	Salem	COLUMBIANA	BK 1819 / PG 672 2011-00012414	55-00178.1
34-013000-000	Terry J. Gongaware	Dale Property Services Penn L.L.C.	5/11/2011	Salem	COLUMBIANA	BK 1819 / PG 675 2011-00012415	55-00163.1
34-013001-000	James Marino	Dale Property Services Penn L.L.C.	5/8/2011	Perry	COLUMBIANA	BK 1819 / PG 546 2011-00012372	50-03034.1
34-013002-000	James Marino	Dale Property Services Penn L.L.C.	6/8/2011	Perry	COLUMBIANA	BK 1819 / PG 540 2011-00012370	50-03035.1
34-013008-000	Terry J. Gongaware	Dale Property Services Penn L.L.C.	5/11/2011	Salem	COLUMBIANA	BK 1819 / PG 678 2011-00012416	55-00162.1
34-013057-000	Linda L. Summers	Dale Property Services Penn L.L.C.	5/11/2011	Elk Run	COLUMBIANA	BK 1819 / PG 452 2011-00012335	12-00346.1
34-013060-000	Stephen T. Lesko Jr.	Mason Dixon Energy Inc	5/6/2011	Elk Run	COLUMBIANA	BK 1819 / PG 418 2011-00012317	12-01484.1 78-00067.1 02249.00 02440.00
34-013080-000	David W. and Judy A. Miller	Dale Property Services Penn, LP	5/20/2011	West	COLUMBIANA	BK 1824 / PG 446 2011-00013654	
34-013087-000	Roger L. Morris and Patricia Morris, husband and wife	Dale Property Services Penn, LP	5/21/2011	Unity	COLUMBIANA	BK 1819 / PG 631 2011-00012367	67-00331.1
34-013088-000	Walter M. Smith	Dale Property Services Penn, LP	5/20/2011	Wayne	COLUMBIANA	BK 1819 / PG 717 2011-00012429	75-00121.1
34-013089-000	Paul E. Carter & Linda Jean Carter	Dale Property Services Penn, LP	5/18/2011	Knox	COLUMBIANA	BK 1823 / PG 741 2011-00013429	32-03031.1
34-013100-000	Roger A. McGhee & Michelle L. McGhee	Dale Property Services Penn, LP	5/11/2011	Center	COLUMBIANA	BK 1819 / PG 815 2011-00012395	67-00011.1
34-013113-000	Roger L. Morris and Patricia Morris, husband and wife	Dale Property Services Penn, LP	5/21/2011	Unity	COLUMBIANA	BK 1819 / PG 498 2011-00012358	67-00321.1
34-013114-000	Robert L. Hutton and Sarah Darlene Hutton, husband and wife	Dale Property Services Penn, LP	5/18/2011	Perry	COLUMBIANA	BK 1823 / PG 581 2011-00013524	50-00161.1

56824

VOL 103 PAGE 337

THIS AGREEMENT, made and entered into this second day of January, 1971, by and between Delmar W. and Geneva Sanor

and the Lessee, Lloyd Small and Ralph Blank of Canal Fulton, Ohio

WITNESSETH that the said Lessor, in consideration of the sum of one dollar, the receipt of which is hereby acknowledged and the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and of the contents of either, in and under the lands hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their contents and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water and to possess, use and occupy so much of said premises as is necessary and convenient in removing the above named products therefrom, by pipe lines or otherwise, for a term of five (5) years and so much longer thereafter as oil, gas, or their contents are produced in paying quantities thereon, all of that certain tract of land situated in Lot No. Section No. 10 Township of West County of Columbiana

and situated in Ohio, bounded substantially as follows: On the North by the lands of Chalmer H. Smith & Ebert Patterson On the East by the lands of First Natl. Bank of Alliance & D. Sanor & I. Quay Thomas & Wanda Price

On the South by the lands of Chalmer H. Smith & Ruth Weaver & subdivision of Chambers containing two hundred ten (210) acres, more or less, being all the land owned by Lessor in said Township. It being understood, however, that no well shall be drilled within 200 feet of the barn or dwelling on said premises without consent of Lessor.

In consideration of the premises the said parties covenant and agree as follows: Lessee to deliver to the Lessor in tanks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises. Lessor to receive the 1/8 of the proceeds from the sale of gas from tract (XXXXXXXXXXXXXXXXXXXX) to be paid on or before the 25th of the month following the month in which gas is sold.

This lease shall become null and void unless a well is commenced within One Year from this date on delay rental paid to Lessor in the sum of \$ two hundred ten (210) Dollars (\$210.00) each Year hereafter until such well is drilled or this lease surrendered. If a gas well be completed before the end of term for which rental has been paid for delay, the unearned portion of said rental shall be a credit on the gas well rental.

Lessee to bury, when so requested by Lessor, all pipe lines used to conduct gas or oil off the premises and to repair all damage in premises caused by operations under this lease. Lessor to have the privilege of approving all locations. If gas is found in paying quantities Lessor may have the privilege of taking gas in the amount of 200,000 cu. ft. per year for use in one dwelling located on premises at his own risk.

It is agreed that the acreage rental paid and to be paid, as herein provided, are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells in or off the premises with or without the consent of Lessor. Should it be determined that Lessor is not the owner of the entire tract here described then and thereafter Lessee shall receive a proportional amount in accordance with rentals and royalties for any fraction of the above premises so owned. Payment of all moneys due on this lease may be made by cash or check to Delmar W. Sanor at R. D. #2 Minerva Ohio.

Lessee agrees that Lessee is to have the privilege of using sufficient oil, gas or water for fuel, in operating premises and the right at any time to remove any machinery or fixtures placed on said premises and further, upon the payment to the Lessor of one dollar and all amounts due hereunder, said Lessee shall have the right to surrender this lease or any portion thereof by written notice to Lessor describing the portion of the above tract that it elects to surrender or by returning to Lessor the lease with the endorsement of surrender thereon or recording the agreement of this lease on the records of the recorder of either of which shall be a full and legal surrender of this lease, to all of said tract or such portion thereof as said surrender shall indicate and a cancellation of all liabilities under same of each and all parties hereto, to the extent indicated on said surrender and the acreage rental herebefore set forth shall be reduced in proportion to the acreage surrendered.

All covenants and conditions between the parties herein shall extend to their heirs, executors, successors and assigns and the Lessor hereby warrants and agrees to defend the title in the lands herein described; Lessor further agrees that the Lessee shall have the right at any time to redrop for Lessor, or otherwise acquire by payment, any mortgages or any other liens upon the above described lands which in any manner affect the Lessor's interest therein in the event of default of payment by Lessor and be subrogated in full to all the rights of the holder thereof the same as if Lessee were the original owner of said mortgage or lien.

Lessee hereby agrees to utilize this lease with adjoining acreage on a basis of one well to each 20 acres, in proportion to acreage leased by Lessor to Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, signed and acknowledged in the presence of: [Signatures of Delmar W. Sanor, Geneva Sanor, Lloyd Small, and Ralph Blank]

See Vol. 103 - Pg. 616
See Vol. 111 - Pg. 171
See Vol. 112 - Pg. 516
See Vol. 113 - Pg. 353

EXHIBIT #4
Page 1 of 2

See ORV 255P175 See ORV 152P332 See O.R.V. 52P566
See ORV 255P703 See O.R.V. 159P561 See ORV 85 P717
See ORV 232P923 See O.R.V. 161P503 See O.R.V. 141P520
See O.R.V. 141P520 See ORV 98 P456
See ORV 239P812 See O.R.V. 99 P91
See O.R.V. 245P913 See O.R.V. 101 P443
See O.R.V. 245P913 See O.R.V. 101 P443

Document Contains
MASKED INFORMATION - 3339

VOL 99 PAGE 91
JAN 31 1985

Page 1 of 4
pages.

RATIFICATION OF OIL AND GAS LEASE.

KNOW ALL MEN BY THESE PRESENTS:-

THAT, the undersigned, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid to the undersigned by LANGASCO ENERGY CORPORATION, the present owner of all or a portion of a certain Oil and Gas Lease given by Delmar W. Sanor and Geneva Sanor, no marital status stated, to Lloyd Smail and Ralph Blank, dated January 2, 1971, and recorded September 7, 1971, in Volume 103, Page 337 of Columbiana County Records, and covering the following described real estate, to-wit:-

Situated in the Township of West, County of Columbiana, and State of Ohio, and being part of Section 10, containing 210 acres, more or less.

THAT, the undersigned do hereby wish to amend said Oil and Gas Lease to include an entireties clause in the event a well and/or wells shall be drilled on said property and all payments of royalties due under the above Oil and Gas Lease can be made directly to the proper parties. The amendment to said Lease shall read as follows:

"If the leased premises 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 provided for herein shall be divided among, and paid to, such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage."

The undersigned do hereby ratify and confirm said Oil and Gas Lease in every other respect and do hereby grant, demise, lease, and let the above described lands for the purpose stated in said Oil and Gas Lease subject to and together with all of the rights and conditions as therein set forth as if the undersigned had signed the aforesaid Lease at its inception, and the undersigned do further direct the owner of said Lease, its successors and assigns, to pay or tender all delay rentals or royalties which may be paid under the terms of said Lease to the undersigned in accordance with the undersigned's respective interest in said Lease.

Dated this 22nd day of August, 1985.

WITNESS:

Robert [Signature]

Edward R. Schutt

Edward R. Schutt

Donna J. LaBe

Donald J. Haubert
Donald J. Haubert

S. S. No. _____
Patricia L. Haubert
Patricia L. Haubert

S. S. No. _____
909 N. Chapel Street, Louisville OH 44641

Christopher W. Norton
Christopher W. Norton

S. S. No. _____
Annick M. Norton
Annick M. Norton

S. S. No. _____
25240 St. Rt. 172, East Rochester OH 44625

ADDITIONAL SIGNATORIES ON PAGE TWO FOLLOWING.

EXHIBIT #5
Page 1 of 4

VOL 99 PAGE 92

Additional signatures for Ratification of Oil and Gas Lease covering 210 acres, more or less, West Township, Columbiana County, Ohio.

WITNESS:

Edward R. Schultz
Robert L. Schwichtenburg

Herbert Eugene Eglie
Herbert Eugene Eglie
S. S. No. _____

Margaret R. Eglie
S. S. No. _____
24986 St. Rt. 172, Minerva, OH 44657

Edward R. Schultz
Anna L. Tschirg

Eugene Pranderkast
Eugene Pranderkast
S. S. No. _____

Mary Pranderkast
Mary Pranderkast
S. S. No. _____

Robert L. Schwichtenburg
Edward R. Schultz

Robert L. Schwichtenburg
Robert L. Schwichtenburg
S. S. No. _____

Robert L. Schwichtenburg
S. S. No. _____

Robert L. Schwichtenburg

3547-16th St. Rt. Canton, Ohio 44705
(Schwichtenburg mailing address)

Clarence W. Antram
Clarence W. Antram
S. S. No. _____

Edward R. Schultz

Delmar E. Sanor
S. S. No. _____

Robert L. Schwichtenburg

Delmar Sanor
Delmar Sanor
S. S. No. _____

Edward R. Schultz

Geneva Sanor
Geneva Sanor
S. S. No. _____

Geneva Sanor
S. S. No. _____
25240 St. Rt. 172, Minerva OH 44657

E. L. Johnson
Robert L. Schwichtenburg

THE STATE OF OHIO

By Warren J. Smith
Warren J. Smith, Director

I. D. No. 31-6402047
25 South Front Street,
Columbus OH 43216

END OF SIGNATORIES TO RATIFICATION, SEE PAGE THREE FOLLOWING FOR NOTARY CLAUSES.

Page 2 of 4 pages.

EXHIBIT #5
Page 2 of 4

EXHIBIT 99 PAGE 93

Notary Clauses for signatures on pages 1 and 2 of Ratification of Oil and Gas Lease covering 210 acres, more or less, West Township, Columbiana County, Ohio.

STATE OF OHIO :
: SS:
COUNTY OF STARK:

Before me, a Notary Public in and for said County and State, personally appeared Donald J. Haubert and Patricia L. Haubert, husband and wife, who acknowledged to me that they did sign the foregoing instrument and that the same is their free act and deed.

Page 3 of 4 pages.

In Testimony Whereof, I have hereunto set my hand and official seal at Louisville, Ohio, this 22nd day of August, A.D., 1985.

EDWARD R. SCHULTZ
Notary Public, State of Ohio
My Commission Expires June 24, 1990
Recorded in Stark County

Edward R. Schultz
Notary Public

STATE OF OHIO :
: SS:
COUNTY OF COLUMBIANA:

Before me, a Notary Public in and for said County and State, personally appeared Christopher W. Norton and Annick M. Norton, husband and wife, who acknowledged to me 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 East Rochester, Ohio, this 9th day of ~~August~~ ^{April}, A.D., 1986.

EDWARD R. SCHULTZ
Notary Public, State of Ohio
My Commission Expires June 24, 1990
Recorded in Stark County

Edward R. Schultz
Notary Public

STATE OF OHIO :
: SS:
COUNTY OF COLUMBIANA:

Before me, a Notary Public in and for said County and State, personally appeared Herbert Eugene Eglie and Margaret B. Eglie ~~her~~ ^{his} ~~husband's~~ ^{wife's} wife, who acknowledged to me that they did sign the foregoing instrument and that the same is ~~his~~ ^{his} their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Minerva, Ohio, this 21st day of August, A.D., 1985.

EDWARD R. SCHULTZ
Notary Public, State of Ohio
My Commission Expires June 24, 1990
Recorded in Stark County

Edward R. Schultz
Notary Public

STATE OF OHIO :
: SS:
COUNTY OF COLUMBIANA:

Before me, a Notary Public in and for said County and State, personally appeared Eugene Prendergast and Mary Prendergast, husband and wife, who acknowledged to me 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 Minerva, Ohio, this 16th day of ~~August~~ ^{October}, A.D., 1985.

EDWARD R. SCHULTZ
Notary Public, State of Ohio
My Commission Expires June 24, 1990
Recorded in Stark County

Edward R. Schultz
Notary Public

SEE PAGE FOUR FOLLOWING FOR ADDITIONAL NOTARY CLAUSES.

EXHIBIT #5

Page 3 of 4

VOL 99 PAGE 94

Additional Notary Clauses for signatures on pages 1 and 2 of Ratification of Oil and Gas Lease covering 210 acres, West Township, Columbiana County, Ohio.

Page 4 of 4 pages.

STATE OF OHIO
COUNTY OF Stark SS:

Before me, a Notary Public in and for said County and State, personally appeared Robert L. Schwichtenburg, married, who acknowledged to me that he/they did sign the foregoing instrument and that the same is his/their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Minerva, Ohio, this 10 day of August, A.D., 1985.
September

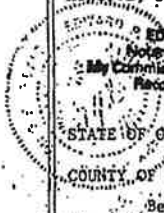


Paul A. Malone
Notary Public

STATE OF OHIO
COUNTY OF COLUMBIANA: SS:

Before me, a Notary Public in and for said County and State, personally appeared Clarence W. Antram and Dolores E. Antram husband and wife, who acknowledged to me that he/they did sign the foregoing instrument and that the same is his/their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Minerva, Ohio, this 22nd day of August, A.D., 1985.



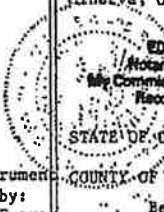
EDWARD R. SCHULTZ
Notary Public, State of Ohio
My Commission Expires June 24, 1990
Recorded in Stark County

Edward R. Schultz
Notary Public

STATE OF OHIO
COUNTY OF COLUMBIANA: SS:

Before me, a Notary Public in and for said County and State, personally appeared Delmar Sanor and Geneva Sanor, husband and wife, who acknowledged to me 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 Minerva, Ohio, this 22nd day of August, A.D., 1985.



EDWARD R. SCHULTZ
Notary Public, State of Ohio
My Commission Expires June 24, 1990
Recorded in Stark County

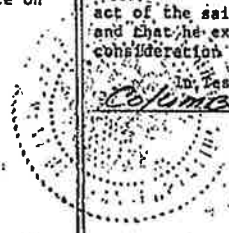
Edward R. Schultz
Notary Public

Em
This instrument prepared by: Langaeco Energy Corporation PO Box 3147 Alliance OH 44601

STATE OF OHIO
COUNTY OF Franklin SS:

Before me, a Notary Public in and for said County and State, personally appeared Warren J Smith, Director of Transportation, 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 STATE OF OHIO, and that he executed the same as the act of such government for the purposes and consideration therein expressed, and in the capacity therein stated.

In Testimony Whereof, I have hereunto set my hand and official seal at Columbus, Ohio, this 24th day of August, A.D., 1985.
JANUARY



FEE \$ 15.00
VOL 99 PAGE 91
RECORDED

Boyd R. Jarnigan
Notary Public

APR 16 12 00 PM '86

BOYD R. JARNIGAN
Notary Public, State of Ohio
My Commission Expires August 7, 1988

416-86 RECORDED
VERONICA W. CLEGG
86-3339
86-3339

MICROFILMED

EXHIBIT #5
Page 4 of 4

6-27

STATE OF OHIO :
: SS: 127535 vs 112 MS 952
COUNTY OF COLUMBIANA : AFFIDAVIT OF NONCOMPLIANCE

Donald J. Haubert, being first duly sworn,
deposes and says that he is the owner or part owner of the following
described premises, to-wit:-

Part of Section 10, West Township, Columbiana County, Ohio,
containing 207.455 acres.

That Affiant acquired an interest in said premises by
Warranty Deed recorded in Volume 1413, Page 452,
of Columbiana County Records;

Affiant further states that affiant is advised that the Records
in the Recorder's Office indicate that the above described premises
were leased for coal purposes as follows:

1. Coal Lease from Delmar Sanor and Geneva Sanor to
The Buckeye Coal Mining Company dated November 2, 1962, and
recorded in Volume 89, Page 330. Term is 10 years.
2. Oil & Gas Lease from I. Hill Hartman and Annie J. Hartman and/ to
E. S. Kepple dated June 6, 1932, and
recorded in Volume 38, Page 287. Term is 3 years and
so much longer as oil or gas is produced in paying quantities.
3. Oil & Gas Lease from I. Hill Hartman and Annie J. Hartman and/ to
The Natural Gas Company of W. Virginia dated February 6, 1920, and
recorded in Volume 24, Page 205. Term is 20 years and
so much longer as oil or gas is produced in paying quantities.
4. Oil & Gas Lease from _____ to
recorded in Volume _____, Page _____, dated _____, and
Term is _____ years and
so much longer as oil or gas is produced in paying quantities.
5. Oil & Gas Lease from _____ to
recorded in Volume _____, Page _____, dated _____, and
Term is _____ years and
so much longer as oil or gas is produced in paying quantities.

Affiant states that Affiant has received no delay rentals or
royalties under said Lease(s) and that Affiant would refuse to accept
payment of delay rentals or royalties under said Lease(s) if they were
offered.

Further Affiant saith naught.

X Donald J. Haubert
Donald J. Haubert

SWORN to before me and subscribed in my presence this 6th day
of June, A.D., 1978, at West Georgetown, Ohio.

RECORDER'S STAMP
FEE \$ 6.00
VOL 112 PAGE 952
RECEIVED FILED
JUN 30 9 30 AM '78
7-3-78 ORDERED
FERGUSON H. KIND SR.
COLUMBIANA COUNTY

Sandra R. ...
NOTARY PUBLIC
COLUMBIANA COUNTY, OHIO
MY COMMISSION EXPIRES APRIL 30, 1982
This instrument prepared
By: Emm. CEEGER & TEEPLE
ATTORNEYS AT LAW
401-105 First National City Bank Bldg
ALLIANCE, OHIO 44601

127535
690
172

EXHIBIT #6
Page 1 of 2

For record in Recorder's Office No. 89-330

15745 COAL LEASE

This agreement executed this 2nd day of Nov., 1962, by and between Delmar W. Sanor and Geneva Sanor, husband and wife, residing at R. D. #2, Minerva, Ohio, hereinafter called the Lessors and The Buckeye Coal Mining Company, Inc., residing at Lisbon, Ohio, hereinafter called the Lessee,

WITNESSETH:

In consideration of the sum of one dollar (\$1.00) paid by the Lessee to the Lessors, the receipt of which is hereby acknowledged, and in consideration of the covenants, conditions and stipulations hereinafter set forth and to be performed and observed by the Lessee, the Lessors agree to lease and by these presents do give, grant, bargain, sell, convey, transfer and lease all the profitable, mineable and merchantable coal that they may mine and remove by the strip mining or augering method together with the right to mine, auger and remove the same in, upon or underlying the following described real estate;

Tract I

Situated in the township of West, County of Columbiana and State of Ohio, and known as and being that part of Section ten (10) of said township which is more fully bounded and described by beginning at a point on the north line of said Section, said point being 20.10 chains east of the northwest corner of said section, and running thence east and along the Section line 20.10 chains to a point; being the northeast corner of the northwest quarter of said section; thence south and along the quarter section line 80.46 chains to a point on the south line of said section; thence west 29.73 chains to a point; thence north 18.87 chains to a point; thence west 5 chains to a point; thence north 21.13 chains to a point; thence east 14.70 chains to a point; thence north 40.18 chains to the place of beginning and containing two hundred ten (210) acres be the same more or less but subject to all legal highways.

Tract II

Situated in the township of West, County of Columbiana and State of Ohio, and known as and being that part of the southeast quarter of Section ten (10) in said township, which is more fully described by beginning at

LAW OFFICES
HOWARD M. COLE
8 EDGER PARK AVENUE
LISBON, OHIO

NOV 29 1962

EXHIBIT # 7
Page 1 of 7

LB 89-330

VOL 89 PAGE 331

the northwest corner of said southeast quarter and running thence east one thousand seven hundred thirty two and fifty six hundredths (1,732.56) feet to a point on the quarter section line; thence south 4° 30' west two hundred thirty five (235) feet to a point; thence south 85° 30' east four hundred sixty (460) feet to a point in township road #708; thence south and along said township road #708 one thousand eight (1,008) feet to the intersection of said road with State Route No. 172; thence north 79° 10' west one thousand two hundred two and sixty three hundredths (1,202.63) feet to a point in said State Route #172; thence further along said State Route #172 south 86° 32' west three hundred eighty six and nine tenths (386.9) feet to a point; thence north seven hundred sixty five and nine tenths (765.9) feet to the place of beginning be the same more or less but subject to all legal highways.

Tract III

Situated in the township of West, County of Columbiana and State of Ohio, and known as and being that part of the northeast and the southeast quarters of Section fifteen (15) in said township which is for more fully bounded and described by beginning at the northwest corner of the northeast quarter of said section, and running thence south and along the section line to the center of said section; thence east 433.5 feet to a point; thence south 8° east 3.68 chains to a point; thence east 14.69 chains to a point; thence north 11.50 chains to a point; thence east 20.20 hundredths chains to a point on the east line of said northeast quarter of said section; thence north to the section line; thence west and along the section line to the northwest corner of said northeast quarter and the place of beginning be the same more or less but subject to all legal highways, and containing therein one hundred fifty seven and five tenths (157.5) acres be the same more or less but subject to all legal highways.

HABENDUM

To have and to hold unto the said Lessee, its successors or assigns for a term of ten (10) years from the date hereof and it is specifically understood and agreed that the Lessee may commence operations at any time within said ten year period.

OPTION

During the period of ninety (90) days from the day hereof the lessee shall have the right of ingress, egress and regress, through, over and under said premises for the purpose of searching, exploring, drilling and surveying for coal and during or at the end of said period Lessee may elect to accept this lease by notifying the Lessors be certified mail and paying to

LAW OFFICES
HOWARD M. COLE
8 SOUTH PARK AVENUE
LISON, OHIO

EXHIBIT #1
Page 2 of 7

89-331

VOL 89 PAGE 332

the lessor an advance royalty of one hundred (\$100.00) dollars per month payable on the 25th day of each and every calendar month thereafter and all payments of advance royalty so made shall be deducted from the royalties actually earned when operations are commenced.

ROYALTY

The Lessee agrees to pay Lessors the sum of thirty cents (30¢) per ton of two thousand pounds of coal mined and removed payable on the 25th day of each and every calendar month for all coal mined and removed the previous calendar month.

OPERATIONS

It is agreed that operations for the mining and removal of coal will not be conducted in any of the fields that are under cultivation or planted in orchard and that operations will not be conducted nearer any of said fields under cultivation or planted in orchard than one hundred (100) feet to said field or orchard as the same may ^{be} under cultivation or planted in orchard at the time of this lease unless the written consent of the lessors be first secured, excepting, however, that operations may be conducted on a tract of approximately eleven (11) acres of land now planted in wheat is known as the bottom-land.

It is further agreed that operations for the mining and removal of coal shall not be conducted on the tract located in Section 15 of West Township nor south of State Route #172 without the consent of the Lessors. The Lessors, however, do hereby grant unto the Lessee the right of first refusal under the terms of this lease in the event that the Lessors should agree that operations may be conducted in said excepted areas.

DAMAGE TO CROPS.

Lessee agrees to pay Lessors for any damage to any growing crops that they may cause by reason of their mining operations.

LAW OFFICES
HOWARD M. COLE
20 SOUTH PARK AVENUE
LORAIN, OHIO

EXHIBIT # 1
Page 3 of 7

89-332

VOL 89 PAGE 333

ROADS AND STRUCTURES.

The Lessors further grant unto the Lessee the right and license to construct necessary roads and drains for the mining and removal of said coal and to erect such buildings, structures, power lines and other fixtures as may be necessary or incident to the proper prosecution of the business of coal stripping, or augering on this or adjacent properties and the right to construct a coal road from the sight of mining operations to township road #708 is hereby granted.

TRANSPORTATION OF COAL

The payment of coal mined shall also cover the right, license and privilege to transport coal from other properties over the property of lessors.

WELL

Lessee agrees that in the event the well on said premises goes dry by reason of Lessee's operation, that Lessee will drill a new well for Lessors.

DOMESTIC COAL

Lessee agrees to furnish Lessors at the pit, sufficient coal for domestic use during the term of this lease.

LIABILITY

It is further agreed that the Lessee shall not be liable for the damage from the destruction of the surface above such strippable or augerable coal or otherwise resulting from the removal of said coal by the strip mining or augering method or resulting from injury to or the destruction of any well or spring of water or the diversion of any water course or stream, excepting, however, that the Lessee agrees to save harmless from

LAW OFFICES
HOWARD M. COLE
6 ADULTA PARK AVENUE
LORAIN, OHIO

EXHIBIT #1
Page 4 of 7

89.333

VOL 89 PAGE 334

damage or otherwise the Lessors in the event of any damage to third parties by reason of said stripping or augering operations.

INSPECTION

Lessee further agrees that the lessors shall have the right to inspect the scales and records of said lessee pertaining to operations on the above described premises at any and all reasonable times.

MINING ACT

It is further agreed that the lessee will comply with all terms of the Ohio Strip Mining Act as now or hereafter in effect with regard to the leveling of land and conservation practices therein required.

BUILDINGS

Operations for the mining and removal of coal shall not be conducted nearer the buildings on said premises than 20 feet.

COVENANT

The lessors, for themselves and their heirs, executors, administrators and assigns, covenant with the lessee, its successors and assigns that they are the true and lawful owners of said premises and have the full power to lease the same and that the title so conveyed is free, clear and unencumbered, except a mortgage to the Farmers National Bank of Salem, Ohio, Hanoverton, Ohio, branch .

CANCELLATION AND ABANDONMENT

It is understood and agreed that if the lessee shall discover that coal does not exist on the premises in sufficient quantities and in suitable strata to justify the mining, stripping or augering thereof in accordance with the exploitation by lessee for the area; or if at any time lessee decides that further operations are likely to be unprofitable or hazardous, lessee shall have the right and option to abandon the premises, remove any and all equipment, structures,

LAW OFFICES
HOWARD M. COLC
8 SOUTH PARK AVENUE
LISBON, OHIO

EXHIBIT #1
Page 5 of 7

89-334

VOL 89 PAGE 335

scales, triples and buildings installed or erected by lessee as lessee may choose by giving ninety (90) days notice to lessors of lessee's intention to so abandon. Thereupon, both parties shall thereafter be released from all obligations under this lease, provided, however, the Lessee shall remain liable for all royalties and money due up to the time of such termination. Lessee agrees that upon completion of it's operations and the acceptance by the State of Ohio of it's leveling of lands and planting of grass or trees, as required by the state, that it will promptly cancel and deliver up this lease to lessors.

BREACH

It is understood and agreed that in the event of a breach of any of the conditions of this lease by any of the parties hereto, or their assigns, the offending party shall be given notice of such breach and shall thereafter have ten (10) days within which to remedy such breach.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names the day and year first above written.

WITNESSES:

<u>Lu E. Deermund</u>	<u>Delmar W. Sanor</u> Delmar W. Sanor
<u>Geneva Sanor</u>	<u>Geneva Sanor</u> Geneva Sanor
<u>William H. Pierson</u>	THE BUCKEYE COAL MINING CO., INC. By: <u>H. H. Pierson</u> H. H. Pierson, President.

State of Ohio, Columbiana County, ss.

Personally appeared before me, a Notary Public, Delmar W. Sanor and Geneva Sanor, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same was their free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal, at Lisbon, Ohio, this 2 day of Nov. 1962.

LAW OFFICES
HOWARD N. COLE
8 SOUTH PARK AVENUE
LIBSON, OHIO



William H. Pierson
Notary Public
My commission expires
MAY 1, 1964
by GEORGE W. COLE, Notary Public

EXHIBIT #7
Page 4 of 7

89-335

VOL 89 PAGE 336

State of Ohio, Columbiana County, ss.

Before me, a Notary Public, in and for said County, personally appeared H. H. Pierson, President of the Buckeye Coal Mining Company, Inc., the coporation which executed the foregoing instrument, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that he did sign and seal said instrument as such president in behalf of said corporation and by authority of its board of directors; and that said instrument is his free act and deed individually and as such president and the free and corporate act and deed of said The Buckeye Coal Mining Company, Inc.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Lisbon, Ohio, this 30th day of February, 1962.



RUTH M. EWING, Notary Public
MY COMMISSION EXPIRES JULY 19, 1963

Ruth M. Ewing
Notary Public
My commission expires 7-19-63

The Farmers National Bank of Hanoverton, Ohio, hereby consents to the within lease.

FARMERS NATIONAL BANK, HANOVERTON, OHIO.

BY: *Luella Peterson*
Wife of H. H. Pierson

LAW OFFICER
HOWARD M. COLE
8 SOUTH PARK AVENUE
LIBSON, OHIO

RECEIVED FOR RECORD
COLUMBIANA COUNTY
FEB 11 12 28 PM '63
RICHARD C. BRIAN
RECORDER LISBON, O.
Recorded: Feb 7, 1963
Vol 89 Pg 330
Richard C. Brian, Recorder
Fee: \$7.00

Call Ewing
Coal

EXHIBIT #1
Page 7 of 7
89-330

210

The United Counties Savings and Loan Company hereby give there consent to, the within lease. Wm. C. Baxter, Pres.

Intestation dated Sept. 13, 1937, by Columbus County Recorder, Ohio. The terms of the within lease are hereby terminated and lease hereby cancelled. Lloyd Small, Ralph Blank

Abandoned Oct 21 - 1937

OIL OR GAS LEASE NO. 3005 } THIS LEASE, made this 14th day of June 1947, by and between Delmar W. Sanor, widower of Columbus County and State of Ohio hereinafter called First Party, and Roberta N. Hyland hereinafter called Second Party.

WITNESSETH That the First Party for and in consideration of the sum of one dollar in hand paid to First Party by Second Party, the receipt of which is hereby acknowledged, does hereby grant, demise and let unto the said Second Party all the oil and gas in and under the following described tract of land, and also the said land for the purpose and the exclusive right of drilling and operating thereon for the said oil and gas, together with the right-of-way over and across said land, the exclusive right to lay pipelines, to convey water, oil, steam, and gas and do all things necessary for the purpose of operating upon the said land and adjoining lands, and the right to use sufficient water from said premises to drill and operate wells thereon and upon adjoining lands, and the right to remove at any time all property, fixtures and appliances placed thereon by the said Second Party to wit:

All that certain tract of land located in Section 10 West Township, Columbiana County and State of Ohio, bounded, and described as follows, to wit: On the North by lands of Dora Davis and E. G. Weaver On the East by lands of John Hill, Wm Hime and Quay On the South by lands of J. L. Pieren and I. H. Hartman On the West by lands of David Byers, I. H. Hartman, E. G. Weaver, W. D. Weaver containing Two hundred ten acres, more or less, and being the same property secured from Hartman heirs of H. H. Hartman. No wells to be drilled, however, within two hundred feet of the dwelling house or barn now on said premises without the consent of both parties hereto.

TO HAVE AND TO HOLD unto the said Second Party for the term of 20 years from the date hereof, and as much longer as oil or gas is found upon said premises.

The said First Party is to receive the equal of one-eighth (1/8) part of all the oil produced and saved from said premises, to be delivered into tanks or pipelines to the credit of said First Party, and if any well produces gas only, insufficient quantities to justify marketing, the said First Party shall receive 1/8 of 18 cents for each thousand cu. ft. payable quarterly, for the gas from each such well or wells when the gas is delivered into market.

Provided, however, that if preparations are not being made for the commencement of the drilling of one well within 12 months from the date hereof, then this lease shall become null and void, and all rights thereunder shall cease and determine unless the Second Party pays to the First Party, quarterly in advance, a rental of Twenty-six and 25/100 dollars (\$26.25) for each additional three months until one well is commenced.

If gas is found in sufficient quantities to market, the First Party may have gas from the well or wells on the premises to an amount not exceeding 150,000 cubic feet per year, free of cost, for light and heat in the dwelling house now on said premises, by furnishing and making their own connections at such point as may be designated by the said Second Party, provided said gas is used with economical appliances approved by the Second Party and is measured by meter as in the case of other consumers; said gas to be used at the risk of the First Party only, and Second Party not to be in any way liable for insufficient supply caused by the use of pumping stations, breakage of lines or otherwise; but nothing herein shall prevent the Second Party from abandoning any well or wells and removing the pipe therefrom. If more than 150,000 cubic feet of gas per year is used, the excess shall be paid for at the rate charged by the Second Party to domestic consumers. The Second Party shall have the right to utilize and use free of cost, for power, on this and adjoining premises, any waste or casing head gas produced from said premises.

If there is now or shall at any time be any outstanding interest in said land or said oil or gas not owned by the First Party, the royalty and the payments herein provided to be made to the First Party shall be reduced proportionately.

All moneys that may become due under this lease are payable either by cash or check direct or mailed to Delmar W. Sanor at R. D. #2, Minerva, Ohio, or deposited to his credit in United County Bank at Minerva, Ohio, he being hereby appointed agent for such purposes; and ten days' grace shall be allowed on all payments of rentals that may become due under the provisions of this lease.

It is further agreed that the Second Party shall have the right at any time under the condition of this lease to surrender this lease to the First Party and thereafter shall be fully discharged from any and all damages or claims whatsoever growing out of or in anywise connected with this lease.

It is understood and agreed by and between both Parties hereto that all the conditions between the parties shall extend to their heirs, executors, successors and assigns.

IN WITNESS WHEREOF, THE said Parties have hereunto set their hands and seals the day and year first above written.

WITNESSES Alice Wickersham Delmar W. Sanor BRAL Amelia Myers STATE OF OHIO, COUNTY OF COLUMBIANA ss.

On this 14th day of June A.D. 19- before me, a Notary Public in and for said county, in said State, personally appeared the within named Delmar W. Sanor the lessor- in the foregoing lease and acknowledged that he did sign and seal the foregoing instrument, and that the same is his voluntary act and deed for the uses and purposes therein mentioned. Witness my hand and official seal the day and year aforesaid.

Received for Record June 17, 1947 at 11:41 AM Alice Wickersham (seal) Recorded June 26, 1947 My Com. exp. Sep 11-1947. Fee \$1.25 PRANCES W. MORTON, Recorder

Agreement I, the undersigned, for a valuable consideration received by me, do hereby assign all of my title and interest in and to the within Leasehold Agreement unto Lloyd Small and Ralph Blank, subject to the terms and provisions thereof. Signed in the presence of Frances W. Morton, Recorder May 17, 1954

EXHIBIT 8 Page 1 of 1 LB 65-210

86

Columbiana County Recorder:
All terms and conditions of the within lease have been fully
complied with and the same is ordered cancelled and released from
the records.
January 29, 1944
Roberta N. Hyland.

OIL OR GAS LEASE NO. 24321
I.H. HARTMAN, ET UX
TO
ROBERTA N. HYLAND

THIS LEASE, Made this 19th day of June, A.D. 1942, by and between
I.H. Hartman and Alice H. Hartman, husband and wife, R.F. D Moultrie,
Ohio, of the County of Columbiana and State of Ohio, of the first
part and Roberta N. Hyland of Alliance, Ohio of the second part.

WITNESSETH, That the said parties of the first part, in consideration of \$one in hand paid, the receipt of which is hereby acknowledged, and the stipulations, rents and covenants hereinafter contained, on the part of the said party of the second part, her executors, administrators and assigns, to be paid, kept and performed, have granted, demised and let unto the said party of the second part, her executors, administrators and assigns, for the sole and only purpose of drilling and operating for Petroleum Oil, or Gas, for the term of ten years, or as long thereafter as Oil or Gas is found in paying quantities, all that certain tract of land situated in West Township, Columbiana County, and State of Ohio bounded and described as follows to wit:

On the East by lands of I.H. Hartman and E.E. Hartman
On the North by lands of W.D. Weaver, I.H. Hartman and E.E. Hartman
On the West by lands of R.W. Egli and W.D. Weaver
On the South by lands of David Boyers, R.W. Egli, and M.C. Glass

SATISFACTION ENTERED
JAN 31 1944
Richard O. Wilson
RECORDER

Containing twelve acre, more or less.

The said second party hereby agrees, in consideration of the said lease of the above described premises, to give said first party one eighth of all the oil produced and saved from said premises, delivered in tanks or pipe lines to the credit of first party. And further agrees to give \$300.00 per annum for the gas from each and every well drilled on the above described premises, in case the gas is conducted and used off the above described premises. The said second party not to unnecessarily disturb growing crops thereon, or the fences.

Said second party has the right, which is hereby granted him, to enter upon the above described premises at any time for the purpose of drilling and operating and the right of way to and from the place of drilling and operating and the exclusive right to lay pipe lines for the purpose of conveying or conducting water, steam, gas or oil over and across said premises, and also the right to remove at any time any or all machinery, oil well supplies, or appurtenances of any kind belonging to the said second party.

There shall be no drilling done on any of the within named lands lying south of the State Route 172 without the consent of both parties hereto.

In case the oil royalty will not amount to \$12.00 per year, the second party agrees to make up the sum equal to \$12.00 a year.

The party of the second part agrees to complete one well within thirty days from the date hereof, and in case of a failure to complete one well within such time; the party of the second part hereby agrees to pay thereafter to the parties of the first part, for any future delay the sum of Twelve (\$12.00) dollars per annum, payable quarterly in advance, as a rental on the same, thereafter until a well is completed or the premises abandoned, payable at R.F.D. Moultrie, Ohio, and the parties of the first part hereby agree to accept such sum as full consideration and payment for such yearly delay until one well shall be completed, and a failure to complete one well or to make any of such payments within such time and at such place as above mentioned, renders this lease null and void, otherwise to be and remain in full force and virtue.

It is understood by and between the parties to this agreement that all conditions between the parties hereto shall extend to their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, we, the said parties of the first and second parts, have hereunto set our hands and seals the day and year first above written.

WITNESS:
Robert C. Larkins
U.E. Habletts
Alice Wickersham

I.H. HARTMAN SEAL
ALICE H. HARTMAN SEAL

EXHIBIT #9

Page 1 of 2

LB 55-84

THE STATE OF OHIO, STARK COUNTY, SS, On this 19 day of June A.D. 1942, BEFORE ME, a Notary Public in and for said County, personally appeared the said I.H. Hartman, a above named, and severally acknowledged that he did sign and seal the foregoing instrument and that the same is the free act and deed of each of them, for the uses and purposes therein named.

Given under my Hand and Official Seal, the day and year aforesaid.

ROBERT C. LARKINS,

Robert C. Larkins, Notary Public (SEAL)

Stark County, Ohio

My Commission Expires Mar. 31, 1945

THE STATE OF OHIO, COLUMBIANA COUNTY, SS.

On this 19th day of June, A.D. 1942, BEFORE ME, a Notary Public in and for said County, personally appeared the said Alice H. Hartman and acknowledged that she did sign and seal the within instrument and that the same is her free act and deed.

Given under my Hand and Official Seal, the day and year aforesaid.

ALICE WICKERSHAM, Notary Public (SEAL)

Alice Wickersham, Notary Public

My Commission Expires Sept. 11, 1944

Received for Record
Jun 22, 1942 at 10-58 A.M. W.T.
Recorded Jul 8, 1942

RICHARD O. WILSON, Recorder
\$1.25

EXHIBIT #9
Page 2 of 2

55-87

396

*In vol 93 page 778
John P. Wags, Lessor*

LEASE 10281

Vennie R. Brunner
To
L. B. Lee

AGREEMENT OF LEASE, Made this 7th day of August, A. D. 1933,
between Vennie R. Brunner and John J. Brunner (Husband), Lessor
and L. B. Lee, Lessee, WITNESSETH:

That the Lessor does hereby grant unto the Lessee for the term of three years,
(and so long thereafter as oil and gas is produced from the land leased, and royalty paid by
the Lessee therefor), the right to drill for, and produce petroleum and natural gas from, and
the possession of so much of (62) fifty two acres of land, more or less, in Knox Township,
Columbiana County, State of Ohio, as may be necessary therefor, with the right to use water
and gas (if found) for the necessary engines, and to remove all machinery, fixtures, etc.,
placed by lessee on the premises. Said land bounded:

North by lands of Public Highway Route 62
East by lands of I. J. Bandy
South by lands of Elizabeth Waffler
West by lands of T. L. Bandy

No well to be drilled within three hundred (300) feet of buildings without lessor's
consent. The Lessee to deliver to Lessor in pipe line, the one eighth (1/8) of all petroleum
produced from the premises, and to pay 150.00 dollars per annum for each gas well from which gas
is marketed, payable quarterly from the date of sale and while the same is sold, and to pay all
damages to fences and growing crops.

First party reserves gas for domestic purposes, and agrees that the use thereof
shall be wholly at his or their own risk,

This lease to be null and void and no longer binding on either party if operation
is not commenced on the premises within (6) months from this date, unless the lessee shall
thereafter pay monthly to lessor 4.50 dollars per month for each month's delay in commencing
operation on said well. Each payment to extend the time of commencement one month, and no
longer. A deposit to the credit of lessor in First National Bank Alliance, Ohio, to be good
payment of any moneys on this lease.

Sufficient drive pipe shall be left in abandoned wells to shut off water from
shallow veins found from 30 to 80 ft. below surface.

All grants and covenants to extend to the heirs and assigns of the parties hereto.
WITNESS the hands and seals of the parties

WITNESS

Fabrich. Cyster

Vennie R. Brunner

John J. Brunner

STATE OF OHIO, MAHONING COUNTY, SS.

On this 28 day of Sept. A. D. 1933, before me, a Notary Public in and for said
County, personally appeared the said Vennie R. Brunner & John J. Brunner above named, and
severally acknowledged that they did sign and seal the foregoing instrument, and that the same is
the free act and deed of each of them, for the uses and purposes therein named.

Given under my hand and official seal, the day and year aforesaid.

John H. Merrick, Notary Public
John H. Merrick, Notary Public
My commission expires Nov. 13, 1934 (SEAL)

Received For Record
Feb. 18, 1934 at 10-08 A. M.
Recorded Feb. 16, 1934.

61.25

Edith Elliott, Recorder

OB 42-370

See Vol. 112, P. 952
Assignment to *Edith Elliott, Receiver*
Lease 5849

See Vol. 38, Page 106,
Edith Elliott,

I. Hill Hartman) THIS AGREEMENT Entered into the sixth day of June, A.D. 1932, Between
To) I. Hill Hartman and Alice H. Hartman, his wife, H.E. Hartman and Anna J.
E. S. Kepple) Hartman, his wife, of the Township of West, County of Columbiana, and State
of Ohio, the party of the first part, Lessor, and E. S. Kepple, of Pittsburgh, Pa., party of
the second part, Lessee, WITNESSETH:

That the said Lessor, in consideration of One dollar in hand paid by the Lessee, the receipt of which is hereby acknowledged, ha.. granted, devised, leased and let unto the Lessee, his heirs, executors, administrators and assigns all the oil and gas in and under all that certain tract of land and also said tract of land hereinafter described, with covenants of general warranty, and that the Lessor ha.. the sole right to convey the premises to the Lessee, with the exclusive right of drilling and operating thereon, for and producing oil and gas, and all rights necessary, convenient and incident thereto; such in part as the right to construct and maintain buildings, telegraph, telephone and pipe lines leading from adjoining lands on and across this leasehold and other lands of the Lessor, and similar rights for roadways and the right to use water, oil and gas, from the premises for operating purposes, and the right of removing either during or at any time after the term hereof, all casing, tubing, machinery, buildings, structures and property of the Lessee and his assigns and employees; also the right of sub-dividing and releasing all or any part of the premises situate in the Township of West, County of Columbiana, in the State of Ohio, bounded and described as follows, to wit:

North by lands of Wm. D. Weaver
East by lands of North and South Public Road
South by lands of East & West Public Road
West by lands of Wm. D. Weaver
containing fifteen acres, more or less.

It is agreed that this lease shall remain in force for the term of three years from this date and so long thereafter as oil or gas .. produced from the premises or as operations continue for the production of oil and gas.

The Lessor to receive one eighth part of the oil produced and saved from the premises delivered into tanks or pipe line, in which one eighth part shall be included any royalty or interest in said oil that may have been heretofore sold, reserved or conveyed by said Lessors or their predecessors in title.

If gas is only found, second party agrees to pay at the rate of One hundred twenty five & no/100 Dollars per annum payable quarterly, for the product of such well while the same is being used off the premises and marketed and any interest in said gas heretofore conveyed or reserved shall be paid for proportionately out of said amount of gas rental.

In addition to the above mentioned royalty, first party reserves gas for fuel, for two dwelling., free of cost (while the pressure is high enough) by making connection to the well, and agrees that such use shall be at the risk of the first party, and that any damage resulting from such use shall be borne by the said first party. This reservation to be contingent upon the economical use of gas, with approved appliances, and to continue only while gas is being piped off said premises.

All unnecessary damage to growing crops done in operating for oil and gas shall be paid for by the operator.

No well shall be drilled nearer than 200 feet to the house or barn on said premises without the consent of both parties hereto.

In case operations are not commenced within one year from this date, then this grant and all rights hereunder shall immediately become null and void as to both parties, and no declaration or notice on the part of either shall be necessary to forfeit or terminate the same, and no liability hereunder from either to the other shall result.

LB 38-287

EXHIBIT #12
Page 1 of 2

Provided that second party may prevent such forfeiture or termination from year to year and no longer, by paying to the first party at the rate of one dollar per acre per annum until such operations are commenced.

The second party shall have the right, free of royalty, to use sufficient gas, oil and water to run all necessary machinery placed on the within or neighboring premises owned or operated by said party. Gas produced from wells on other farms may be used to operate wells on the within described tract.

First party waives all right to claim or hold any of the property or improvements placed or erected in or upon said land by the lessee, as fixtures or as part of the realty, and all the said property and improvements may be removed at any time during the term hereof or thereafter. The grantee shall at any time before or after the termination hereof have the right to abandon any well and remove the tubing and casing therefrom.

Any moneys coming due under this instrument may be paid by voucher or check to the order of I. Hill Hartman mailed to Moultrie, W.D., Ohio:

This lease covers all land in fee and mineral rights on all the above parcel in the corner of East and West, and North and South roads.

This agreement in all its terms and conditions shall bind and extend to the successors, heirs, executors, administrators and assigns to the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this sixth day of June, A.D. 1932.

Signed, Sealed and Delivered

I. Hill Hartman (SEAL)

in the presence of

Alice H. Hartman (SEAL)

H. G. Hardbarger

H. E. Hartman (SEAL)

H. G. Hoffman

Annie J. Hartman (SEAL)

H. E. Shekels

E. S. Kepple

STATE OF OHIO,

COUNTY OF COLUMBIANA, SS.

On this 7th day of June, A.D. 1932, before me, a Justice of the Peace in and for said county, personally appeared the above named I. Hill Hartman, Alice H. Hartman, his wife, H. E. Hartman, Annie J. Hartman, his wife, to me personally known to be the parties named in and who executed the within agreement as their free and voluntary act and acknowledged to be their voluntary act and deed for the uses and purposes therein expressed and mentioned.

WITNESS my hand and official seal the day and year aforesaid.

H. G. Hoffman, J.P.

(SEAL)

Received for Record

Oct. 10, 1932 at 2-03 P.M.

Recorded Oct. 10, 1932.

Edith Elliott,
Recorder.

\$1.50

EXHIBIT #12
Page 2 of 2
38-288

128

*See Vol. 36 Op. 593
Edith Elliott Recorder*

April 29, 1930.

Right of Way No

G. Hill Hartman et al

To

H. F. Ferguson

FOR AND IN CONSIDERATION of Twenty five dollars to us in hand paid, the receipt of which is hereby acknowledged we for ourselves, and successors in title hereby give, grant and warrant unto H.F.Ferguson, his heirs, executors, administrators, successors and assigns, the right to erect, operate and maintain two lines of towers for the transmission of electric energy, including towers, poles, wires and necessary appliances over, along and through our property in Section No. 10, Township of West, County of Columbiana, State of Ohio. The location of the center line of said right of way to be as follows:

Beginning on our eastern boundary within 300 feet of a point located about 1600 feet south of our northeast corner; thence northwesterly to a location on our western boundary within 300 feet of a point located about 600 feet south of our northwest corner.

Market price to be paid for damage of all timber or crops.

The right of ingress and egress over adjoining lands during construction or maintenance of said lines is hereby given.

Said amount is also received in full satisfaction for the cutting and keeping clear of all trees and other obstructions along said lines necessary to give a minimum clearance of fifty feet from the nearest wire.

This grant is subject to the additional payment to us by said H.F.Ferguson, his heirs, executors, administrators, successors and assigns at address below given of an additional amount in cash or certified check on or before the erection of towers on our land, sufficient to make the total payment equal to 300.00.

WITNESS our hands and seal this 29 day of April, A.D. 19...

Witnesses:

D. W. McFate

D. G. Southard

as to

G. Hill Hartman D.S.
Annie J. Hartman D.S.
H. F. Hartman D.S.

Moultrie, O. R.D. 2.

Address.....

Received of H.F.Ferguson the sum of Two hundred seventy five dollars in full payment of above right of way grant, and in accordance with the terms thereof this 6 day of Oct, 1930.

H. E. Hartman

STATE OF OHIO,

COUNTY OF COLUMBIANA, SS.

On this 6 day of Oct., 1930, before me, the undersigned, a Notary Public in and for said County, personally appeared H.E.Hartman and Annie J. Hartman and G. Hill Hartman known to me to be the persons who executed the foregoing instrument, and acknowledged the same to be their free act and deed.

D. W. Benninghoff,

Notary Public,

My commission expires Feb. 12, 1923 (SEAL)

D. W. Benninghoff.

Received for Record

Jan. 5 1931 at 7-29 A.M.

Recorded Jan. 5, 1931.

Edith Elliott,
Recorder.

\$1.00

EXHIBIT #13
Page 1 of 1

LB 36-128

Right
Elmer
H. F
his
main
wire
ship
Beg
our
300
main
clea
ance
his
addi
suff
WITH
payr
Oct.
STAT
for
pers
and
Rec
Jan.
Rec
St.c

Right of Way 22673

to be
P. 61, 111,
Oct 1929
in
cribed

Annie J. Hartman, et al
to
Buckeye Pipe Line Co

FOR AND IN CONSIDERATION, of the sum of thirty nine & no/100 Dollars to us duly paid, the receipt of which is hereby acknowledged, We, Annie J. Hartman, and I. Hill Hartman, R. D. #2, Meultrie, Ohio, do hereby grant and lease unto The Buckeye Pipe Line Company, its successors and assigns, a right of way over and through our lands in Section 10, Township of West, County of Columbiana, and State of Ohio, bounded and described as follows:

Being 110 Acres more or less in the West 1/2 of Section 10, Township and County aforesaid.

line
cont,

for the purpose of constructing, from time to time, and maintaining and operating, one or more lines of pipe for the transportation of petroleum, with free ingress and egress to construct operate, maintain and from time to time, alter, repair and remove the same.

for
to say
of the
of the
and in

The Grantors herein reserve the right to fully use and enjoy said premises except for the purposes hereinbefore granted and the grantee hereby agrees to pay any damages which may arise to crops or fences from the laying, erecting maintaining, operating or removing of said pipe, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantors, their heirs or assigns, one by the said Grantee, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons, or any two of them, shall be final and conclusive.

the
is

Should more than one pipe line be laid under this grant, the same consideration shall be paid for each additional line so laid in addition to the damages as above provided, the said The Buckeye Pipe Line Company shall have the right to change the size of its pipe lines, the damages, if any, to crops and fences in making such changes to be paid by the said The Buckeye Pipe Line Company.

higher

in 1929

The right of way hereby granted is also intended to be and is for any and all lines that it may be necessary to lay to take care of any present or future production on said property and also of that on adjoining properties, it being understood that for all lines to take care of production on said adjoining lands, 25 cents per rod shall be paid.

lines to be buried below plow depth where requested by Grantors.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 15 day of July, A. D. 1929

Signed, Sealed, and delivered
in presence of

of
set in
of the

A. J. Schurr

Annie J. Hartman (L. S.)

James O. Cameron

J. Hill Hartman (L. S.)

Audited O. C. Bell

STATE OF OHIO

COUNTY OF COLUMBIANA, SS

On this 15th day of July, A. D. 1929, before me, a Notary Public, personally appeared Annie J. Hartman and I. Hill Hartman, the Grantors, above named, and acknowledged the above instrument, as their free act and deed, for the uses and purposes therein mentioned, and declared that they are still satisfied therewith.

Witness my hand and official seal.

James O. Cameron, Notary Public
(SEAL)

Received for Record
Oct 28, 1929 at 8-19 A. M.

Paul H. Smith,
Recorder

Recorded Oct 28, 1929

\$1.25

EXHIBIT #14

66-33-409

LEASE NO. 256704

I. HILL HARTMAN, ET AL
TO
Wm. R. THOMPSON

THIS AGREEMENT, Entered into the 23rd day of July, A.D. 1928

Between J. Hill Hartman, and Alice H. Hartman, his wife, Annie J. Hartman and K.E. Hartman, her husband of the Township of West County of Columbiana and State of Ohio, the party of the first part, Lessor, and Wm. R. Thompson of Pittsburgh, Pa. party of the second part, Lessee.

WITNESSETH, That the said Lessor, in consideration of one Dollars in hand paid, by the Lessee the receipt of which is hereby acknowledged, has granted, demised, leased and let unto the lessee his heirs, executors, administrators and assigns all the oil and gas in and under all that certain tract of land and also, said tract of land hereinafter described, with covenants of general warranty, and that the Lessor has the sole right to convey the land hereinafter described, with covenants of general warranty, and that the Lessor has the sole right to convey the premises to the Lessee, with the exclusive right of drilling and operating thereon for and producing oil and gas, and all rights necessary, convenient and incident thereto; such in part as the right to construct and maintain buildings, telegraph, telephone and pipe lines leading from adjoining lands on and across this leasehold and other lands of the Lessor, and similar rights for roadways and the right to use water, oil and gas from the premises for operating purposes, and the right of removing either during or at any time after the term hereof, all casing, tubing, machinery, buildings, structures and property of the Lessee and his assigns and employees; also the right of sub-dividing and releasing all or any part of the premises situate in the Township of West, County of Columbiana in the State of Ohio bounded and described as follows, to-wit:

North by lands of Elmer G. Weaver, and Eli Davis
East by lands of Franklin P. Sanor, William L. Hime
South by lands of -ela Burger
West by lands of Elmer G. Weaver, and Public Road

containing 210 acres, more or less.

It is agreed that this lease shall remain in force for the term of ten years from this date and as long thereafter as oil or gas is produced from the premises or as operations continue for the production of oil and gas.

The Lessor to receive one-eighth part of the oil produced and saved from the premises delivered into tanks or pipe line, in which one-eighth part shall be included any royalty or interest in said oil that may have been heretofore sold, reserved or conveyed by said Lessors or their predecessors in title.

If gas is only found, second party agrees to pay at the rate of one hundred and fifty dollars (\$150.00) per annum payable quarterly, for the product of each well while the same is being used off the premises and marketed and any interest in said gas heretofore conveyed or reserved shall be paid for proportionately out of said amount of gas rental.

In addition to the above mentioned royalty, first party reserves gas for fuel, for one dwelling, free of cost (while the pressure is high enough) by making connection to the well, and agrees that such use shall be at the risk of the first party, and that any damage resulting from such use shall be borne by the said first party. This reservation to be contingent upon the economical use of gas, with approved appliances, and to continue only while gas is being piped off said premises.

All necessary damage to growing crops done in operating for oil and gas shall be paid for by the operator.

No well shall be drilled nearer than 300 feet to the house or barn on said premises without the consent of both parties hereto.

In case operations are not commenced within six months from this date, then this grant and all rights hereunder shall immediately become null and void as to both parties, and no declaration or notice on the part of either shall be necessary or forfeit or terminate the same, and no liability hereunder from either to the other shall result.

EXHIBIT #15
Page 1 of 3

LB 55-182

Provided that second party may prevent such forfeiture or termination from month to month and no longer, by paying to the first party at the rate of \$210.00 Dollars per annum until such operations are commenced.

The second party shall have the right, free of royalty, to use sufficient gas, oil and water to run all necessary machinery placed on the within or neighboring premises owned or operated by said party. Gas produced from wells on other farms may be used to operate wells on the within described tract.

First party waives all right to claim or hold any of the property or improvements placed or erected in or upon said land by the Lessee, as fixtures or as part of the realty, and all the said property and improvements may be removed at any time during the term hereof or thereafter. The grantee shall at any time before or after the termination hereof have the right to abandon any well and remove the tubing and casing therefrom.

Any moneys coming due under this instrument may be paid by voucher or check to the order of I. Hill & H.L. Hartman mailed to Moultrie, Ohio .

This agreement in all its terms and conditions shall bind and extend to the successors, heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have herunto set their hands and seals this 23rd day of July A.D. 1923.

Signed, Sealed and Delivered in the Presence of

E.K. Stepp
W.L. Hime

I. HILL HARTMAN (SEAL)
ALICE H. HARTMAN (SEAL)
ANNIE J. HARTMAN (SEAL)
H.E. HARTMAN (SEAL)
Wm. W. THOMPSON

STATE OF OHIO, COUNTY OF COLUMBIANA, SS.

On this 23rd day of July A.D. 1923, before me Notary Public in and for said county, personally appeared the above named I. Hill Hartman, Alice H. Hartman, Annie H. Hartman and H.E. Hartman to me personally known to be the parties named in and who executed the within agreement as their free and voluntary act and acknowledged to be free and voluntary act and deed for the uses and purposes therein expressed and mentioned.

WITNESS my hand and official seal the day and year aforesaid.

W.L. HIME, Notary Public (SEAL)

Salon, Ohio, October 22, 1923

We hereby consent to the within lease and give permission to the drilling of said wells.

FARMERS NATIONAL BANK, SALON, OHIO
H.L. Flick, President

ASSIGNMENT

I, W.R. THOMPSON of the Village of Homoworth, County of Columbiana and State of Ohio, for a valuable consideration received to my full satisfaction of C. ROSCOE HOFFMAN of Pittsburgh, Pennsylvania, do hereby, sell, assign, set off and transfer unto the said C. Roscoe Hoffman that part of the attached oil and gas lease bounded and described as follows:-

Being a part of the West half of Section No. 10 of West Township, Columbiana County, Ohio; beginning at a point in the center of the said Section No. 10 on the quarter section line; thence north along the quarter section line 40 chains to the north line of said section; thence West 20 chains along said section line; thence South 40 chains; thence West 4 chains; thence South 24 chains more or less but to the public road; thence in a Northeasterly direction 23 chains more or less with the north line of said public road but to the quarter section line; thence North 9.5 chains to the place of beginning and containing not more than 120 acres.

It is understood and agreed by and between the Assignor and Assignee that in the event that

EXHIBIT #15
Page 2 of 3

55-183

a well is drilled which fails to produce oil and gas in paying quantities, the Assignee shall have the right, option and privilege of drilling a second well or more oil and gas wells within six (6) months and should the Assignee fail to exercise said option, then it is understood and agreed between the said Assignor and said Assignee that this said Assignment shall revert to the Assignor.

This Assignment from W.R. Thompson, to C. Roscoe Hoffman is made subject to the terms of the oil and gas lease entered into by I. Hill Hartman, et al, and William R. Thompson on the 23rd day of July, 1928 and recorded in Volume 52, Page 561 of Columbiana County Lease Records, to which reference is here made.

Witnesses:

W. Edmund Peters

W. R. THOMPSON

Bornice Stewart

C. ROSCOE HOFFMAN

THE STATE OF OHIO, COLUMBIANA, SS.

Before me, a Notary Public, in and for the State and County aforesaid, personally appeared W.R. Thompson, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Salem, Ohio, this 13th day of October, A.D. 1942.

W. EDMUND PETERS, Notary Public (SEAL)

W. Edmund Peters, Notary Public

My Commission expires Sept. 16, 1943

By virtue of the power vest in me as Executive Vice President of the Farmers National Bank, The Farmers National Bank does hereby assent to the assignment of the herein described property.

E.H. STEPHENSON

Executive Vice-President, The Farmers National Bank (SEAL)

Received for Record
Oct. 20, 1942 at 3-53 P.M. W.T.
Recorded Oct. 31, 1942

RICHARD O. WILSON, Recorder

2.75

EXHIBIT #15
Page 3 of 3

55-184

See Vol. 55-182 See Vol. 48, Page 579, J.F. Colburn, Recorder.
Recorded 09/25/26
See Vol. 43, page 138 See Vol. 37, page 486
with 11/11/26 - Recorder with 11/11/26 - Recorder

561

Lease 17563

day
er,
in
assign,
the
4, 1927,
lar,
g a:omb
ty
of
terms
s as
brances,
press
its,
and:
their
ty,
r
hic.

1. Hill Hartman et al } THIS AGREEMENT, entered into the 23rd day of July, A.D. 1926,
To } between I. Hill Hartman and Alice H. Hartman, his wife, Annie J.
Wm. H. Thompson } Hartman and H.E. Hartman, her husband, of the Township of West, County
of Columbiana, and State of Ohio, the party of the first part, Lessor, and Wm. H. Thompson,
of Pittsburgh, Pa., party of the second part, Lessee.

WITNESSETH, That the said Lessor in consideration of One Dollars in hand paid, by the Lessee, the receipt of which is hereby acknowledged, has granted, demised, leased and let unto the lessee, his heirs, executors, administrators and assigns all the oil and gas in and under all that certain tract of land and also, said tract of land hereinafter described, with covenants of general warranty, and that the Lessor has the sole right to convey the premises to the Lessee, with the exclusive right of drilling and operating thereon for and producing oil and gas, and all rights necessary, convenient and incident thereto; such in part as the right to construct and maintain buildings, telegraph, telephone and pipe lines leading from adjoining lands on and across this leasehold and other lands of the Lessor, and similar rights for roadways and the right to use water, oil and gas from the premises for operating purposes and the right of removing either during or at any time after the term hereof, all casing, tubing, machinery, buildings, structures and property of the Lessee and his assigns and employees; also, the right of sub-dividing and releasing all or any part of the premises situate in the Township of West, County of Columbiana in the State of Ohio bounded and described as follows, to wit:

- North by lands of Elmer G. Weaver, and Eli Davis
 - East by lands of Franklin P. Sanor, William L. Hime
 - South by lands of Lela Burger
 - West by lands of Elmer G. Weaver, and Public Road.
- Containing 210 acres, more or less.

It is agreed that this lease shall remain in force for the term of ten years from this date and as long thereafter as oil or gas is produced from the premises or as operations continue for the production of oil and gas.

The Lessor to receive one eighth part of the oil produced and saved from the premises delivered into tanks or pipe lines, in which one eighth part shall be included any royalty or interest in said oil that may have been heretofore sold, reserved or conveyed by said Lessors or their predecessors in title.

If gas is only found, second party agrees to pay at the rate of One hundred and fifty Dollars (\$150.00) per annum payable quarterly, for the output of each well while the same is being used off the premises and marketed and any interest in said gas heretofore conveyed or reserved shall be paid for proportionately out of said amount of gas rental.

In addition to the above mentioned royalty, first party reserved gas for fuel, for one dwelling, free of cost (while the pressure is high enough) by making connection to the well, and agrees that such use shall be at the risk of the first party, and that any damage resulting from such use, shall be borne by the said first party. This reservation to be contingent upon the economical use of gas, with approved appliances, and to continue only while gas is being wiped off said premises.

All unnecessary damage to growing crops done in operating for oil and gas shall be paid for by the operator.

No well shall be drilled nearer than 300 feet to the house or barn on said premises without the consent of both parties hereto.

In case operations are not commenced within six months from this date, then this

LB 32-561

#16

grant and all rights hereunder shall immediately become null and void as to both parties, and no declaration or notice on the part of either shall be necessary to forfeit or terminate the same, and no liability hereunder from either to the other shall result.

Provided that second party may prevent such forfeiture or termination from month to month and no longer, by paying to the first party at the rate of \$20.00 Dollars per annum until such operations are commenced.

The second party shall have the right, free of royalty, to use sufficient gas, oil and water to run all necessary machinery placed on the within or neighboring premises owned or operated by said party. Gas produced from wells on other farms may be used to operate wells on the within described tract.

First party waives all right to claim or hold any of the property or improvements placed or erected in or upon said land by the Lessee, as fixtures or as part of the realty, and all the said property and improvements may be removed at any time during the term hereof or thereafter. The grantee shall at any time before or after the termination hereof have the right to abandon any well and remove the tubing and casing therefrom.

Any moneys coming due under this instrument may be paid by voucher or check to the order of I. Hill & H.E. Hartman mailed to Mountzle, Ohio.

This agreement in all its terms and conditions shall bind and extend to the successors, heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 23d day of July, A.D. 1928,

Signed, Sealed and Delivered in the presence of

E. M. Stepp

W. L. Hime

I. Hill Hartman (SEAL)
Alice H. Hartman (SEAL)
Annie J. Hartman (SEAL)
H. E. Hartman (SEAL)
Wm. R. Thomson (SEAL)

STATE OF OHIO, COUNTY OF COLUMBIANA, SS.

On this 23rd day of July, A.D. 1928, before me, a Notary Public in and for said county, personally appeared the above named I. Hill Hartman, Alice H. Hartman, Annie J. Hartman and H. E. Hartman, to me personally known to be the parties named in and who executed the within agreement as their free and voluntary act and acknowledged to be free and voluntary act and deed for the uses and purposes therein expressed and mentioned.

WITNESS my hand and official seal the day and year aforesaid.

W. L. Hime

Notary Public

(SEAL)

Salem, Ohio, October 22, 1928.

We hereby consent to the within lease and give permission to the drilling of said wells.

FARMERS NATIONAL BANK, SALEM, OHIO.

E. L. Flick, President.

Received For Record

Oct. 23, 1928 at 4-24 P.M.

Recorded Oct. 23, 1928.

Paul H. Smith,

Recorder

\$1.75

SATISFACTION ENTERED

JUL 28 1947

FRANK

RECORDED

Court of Common Pleas, Columbiana County, Ohio. July 25 1928
vs. William R. Thompson
The above seal by William R. Thompson, in I. Hill Hartman, Annie J. Hartman
Page 2 of 2
By: E. L. Flick, Recorder

32-562

EXHIBIT #16
Page 2 of 7

