

201100005141
Filed for Record in
ASHLAND COUNTY, OHIO
MICHAEL E. CROW, RECORDER
09-06-2011 At 02:15 pm.
MEMO LEASE 28.00
OR Book 693 Page 118 - 118

MEMORANDUM OF OIL AND GAS LEASE

The Undersigned, CHARLES BRUCE GRUVER AND OR KATHRINE A GRUVER
HUSBAND AND WIFE
of 601 TWP RD 101, WEST SALEM OHIO 44287
as lessor and the Medina Fuel Company, an Ohio Corporation with offices at 46281 U.S.
Rt. 36, P.O. Box 715, Coshocton, Ohio 43812, as Lessee, entered into and Oil and Gas
Lease as of the 22 day of NOVEMBER, 2010.
Said lease covers all that certain tract of land in Section 2, Township of
JACKSON, ASHLAND County, State of Ohio and bordered and described as
follows:
Parcel ID: D11-002-C-0010-00
containing 12.1 acres, more or less, being the same lands conveyed to the lessor above by
instrument recorded in the records of said County at Volume 5107 at Page 804
Under the terms of the aforesaid lease, the said property was leased by Lessor to Lessee
for a term of FIVE years commencing on the effective date thereof and so long
thereafter as oil or gas are produced from said land in paying quantities or the lease is
otherwise maintained pursuant of the provisions thereof.

DATED: 22 NOVEMBER, 2010.

Signed and acknowledged
in the presence of:

(Lessor)
X Charles Bruce Gruver X
Name CHARLES BRUCE GRUVER Name _____
X Kathrine A Gruver X
Name KATHRINE A GRUVER Name _____

The State of Ohio

Before me, a Notary Public in and for said State, personally appeared CHARLES
BRUCE GRUVER, KATHRINE A GRUVER
who acknowledged the execution of the within instrument to be THEIR voluntary act and deed.
I witnessed my hand and seal this 22 day of NOV, 2010.



Gary Vermillion
Notary Public, State of Ohio
My Commission Expires 9-7-11

Gary Vermillion
Notary Public

Release

The Medina Fuel Company the owner of the Lessee interest hereunder, in consideration
for one dollar, hereby releases all rights in this lease _____ day of _____ 20____.

Witness

The Medina Fuel Company

THIS INSTRUMENT PREPARED BY THE MEDINA FUEL COMPANY.

OIL AND GAS LEASE

THIS LEASE, made and entered into this 8th day of October, 1997
 by and between Charles Bruce & Katherine A. Gruver, Husband & Wife & Melvin E. & Betty
of 601 Twp. Rd. 101, West Salem, Oh. 44287 G. Gruver, Life Estates

hereinafter called the Lessor, and CEDAR VALLEY ENERGY, INC., P.O. BOX 726, WOOSTER, OH 44691 hereinafter called the Lessee,
 WITNESSETH:

1. That the Lessor, for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, for the purpose of drilling, operating for, producing and removing oil and gas and all the constituents thereof, and of injecting air, gas, brine or other substances from any source for the express purpose of secondary or tertiary oil and gas recovery operations as may be required in the opinion of the Lessee, the right to conduct surveys (including seismic surveys) and to transport by pipelines or otherwise across and through said lands oils, gas and their constituents from the subject and other lands, regardless of the source of such gas or the location of the wells and of placing tanks, equipment, roads and structures thereon to procure and operate for the said products, all that certain tract of land situated in JACKSON Township, Lot/Section No. 2, 11 in Ashland County, bounded now or formerly by substantially as follows:

Deed: Vol. 567, Pg. 864
 Par. #D11-002-0-0016-00

North by lands of H. A. F. Hostetler; S. T. Bett
 East by lands of A. & F. Yoder; Small Lots
 South by lands of Twp. Rd. 580; Cty. Rd. 620
 West by lands of S. T. Bett; Twp. Rd. 101; Cty. Rd. 620

being all the property owned by Lessor in said Section/Lot containing 123.75 acres, more or less.

2. No well shall be drilled within 200 feet of the present buildings unless both parties consent thereto.

3. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of five years and so much longer thereafter as oil or gas or their constituents shall be found on the premises in paying quantities in the judgment of the Lessee or as the premises shall be operated by the Lessee in the search of oil or gas.

4. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within two months from the effective date hereof, a well shall be commenced on the premises, or unless the Lessee shall thereafter pay a delay rental of \$8.00 dollars per acre monthly, beginning until the commencement of a well.

5. In consideration of the premises the Lessee covenants and agrees: (A) To deliver to the credit of the Lessor in tanks or pipe lines, as royalty, free of cost, the equal one-eighth (1/8) part of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty at the published rate for oil of like grade and gravity prevailing on the date such oil is run into tanks or pipe lines. (B) To pay the Lessor, as royalty for the gas taken each year shall be paid for at 50 (fifty) cents above the current wellhead price paid by the gas purchaser. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. The Lessor will, at their sole cost, risk and responsibility, install and properly maintain a meter to accurately measure gas, together with all necessary equipment, including but not limited to all pipe, valves, safety regulators, and positive shutoff drips needed to effect safe delivery of said gas to point of use. This privilege is upon the condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas, and Lessor shall maintain the said pipeline, and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. Any installation, regulation or requirement prescribed by any regulatory body asserting jurisdiction and requiring compliance thereof of any kind over such said use of gas, be it federal, state, county, or local, now or at any time in the future will be the sole responsibility and liability of Lessor. Lessee shall in no way be held liable for insufficient supply of said gas, as Lessor acknowledges the intermittent nature of gas markets, and problems in production of said gas. Lessor acknowledges that he has been advised as to the risks inherent in the taking of gas in this manner, and Lessor agrees to assume all such risks, and resulting liability, whether same be caused by Lessor's lines or equipment, or whether same be caused by Lessee's equipment or well operation. All gas taken or used by Lessor will be at Lessor's sole risk, cost, and responsibility, and Lessor hereby indemnifies and holds Lessee, its successors and assigns, the well operator, and all parties in interest in any well on the leasehold premises free and harmless from any loss, risk, expense, damage or liability incurred or arising out of the taking or use of said gas from any such well by Lessor, his heirs, executors, administrators or assigns, whether for damage to property, or injury, or death. Lessor further agrees that upon the sale or transfer of the leasehold premises wherein someone other than the Lessor is entitled to take the gas under this Paragraph 7, that the gas supply will be terminated by Lessee until the Buyer of the property executes an agreement regarding the usage of the gas in the same form as the within agreement. In the absence of such an agreement, free gas under this provision, shall terminate the within right of free gas not being assignable without the consent of the Lessee.

6. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to Charles Bruce Gruver & Katherine A. Gruver, at above address and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease until delivery to the Lessee of notice of change of ownership as hereinafter provided.

7. The Lessor may, at the Lessor's sole risk, expense, and responsibility, lay a pipeline to any one gas source on the premises, to be named by Lessee, and take gas produced from one well for domestic use in one dwelling on the leased premises, at Lessor's own risk, and subject to the use and the right of abandonment of the well by the Lessee. The first 200 thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of 200 thousand cubic feet of gas taken each year shall be paid for at 50 (fifty) cents above the current wellhead price paid by the gas purchaser. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. The Lessor will, at their sole cost, risk and responsibility, install and properly maintain a meter to accurately measure gas, together with all necessary equipment, including but not limited to all pipe, valves, safety regulators, and positive shutoff drips needed to effect safe delivery of said gas to point of use. This privilege is upon the condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas, and Lessor shall maintain the said pipeline, and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. Any installation, regulation or requirement prescribed by any regulatory body asserting jurisdiction and requiring compliance thereof of any kind over such said use of gas, be it federal, state, county, or local, now or at any time in the future will be the sole responsibility and liability of Lessor. Lessee shall in no way be held liable for insufficient supply of said gas, as Lessor acknowledges the intermittent nature of gas markets, and problems in production of said gas. Lessor acknowledges that he has been advised as to the risks inherent in the taking of gas in this manner, and Lessor agrees to assume all such risks, and resulting liability, whether same be caused by Lessor's lines or equipment, or whether same be caused by Lessee's equipment or well operation. All gas taken or used by Lessor will be at Lessor's sole risk, cost, and responsibility, and Lessor hereby indemnifies and holds Lessee, its successors and assigns, the well operator, and all parties in interest in any well on the leasehold premises free and harmless from any loss, risk, expense, damage or liability incurred or arising out of the taking or use of said gas from any such well by Lessor, his heirs, executors, administrators or assigns, whether for damage to property, or injury, or death. Lessor further agrees that upon the sale or transfer of the leasehold premises wherein someone other than the Lessor is entitled to take the gas under this Paragraph 7, that the gas supply will be terminated by Lessee until the Buyer of the property executes an agreement regarding the usage of the gas in the same form as the within agreement. In the absence of such an agreement, free gas under this provision, shall terminate the within right of free gas not being assignable without the consent of the Lessee.

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

9. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, an advance on royalties in lieu of royalty in the amount of the delay rental per acre per year until production is marketed and sold off the premises or such well is plugged and abandoned according to law.

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

11. The Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or situate therein with other lands to form an oil and gas development unit of not more than 160 acres, or the amount of acreage contained in a lot or section of land in the township in which the leased premises are located, whichever is greater, for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in the subject on this lease; provided, however, that only the owner of the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) oil and gas royalty hereinbefore provided, that portion of such one-eighth (1/8) royalty which the acreage consolidated bears to the total number of acres comprising and development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation setting forth the leased and portions thereof consolidated, the royalty distribution and recording the same in the recorder's office at the courthouse in the county in which the

ASSIGNED 2-14-2007

VOL 55 Pg 546-547

ASSIGNED 2-14-2007

VOL 55 Pg 652-654

ASSIGNED 2-14-2007

VOL 55 Pg 699-700

VOL 74 PAGE 940

9-12-13

VOL 77 Pg 39-40

ASSIGNED 10-25-06

VOL 527 Pg 134-135

leased premises are located. If the well on said development unit shall thereafter be shut in, the well rental for shut in royalty hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each parcel bears to the entire acreage consolidated. Lessee shall have the right to amend, alter or correct any such consolidation at any time in the same manner as herein provided.

12. In case the Lessor owns less interest in the above described premises than the entire and undivided fee simple therein, then the royalties and rentals herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessee either by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of such original instrument or a duly certified copy thereof to the Lessee.

13. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage.

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

15. The Lessee shall bury, when so requested by the Lessor, all pipe lines used to conduct oil or gas so, on, through and off the premises and pay all damages caused by operations under this lease. Any damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser.

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

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

18. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such actions shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts of Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. In the event any provision or restriction contained herein is held to be invalid or unenforceable in any respect, in whole or in part, such findings shall in no way effect the legality, validity or enforceability of all other provisions of this Agreement. The parties hereto further agree that any such unenforceable provision or restriction shall be deemed modified so that it shall be enforced to the greatest extent permissible under law.

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

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

See Exhibit "A" appended hereto & made a part hereof, for additional terms.

IN WITNESS WHEREOF the Lessors have hereunto set their hands.

WITNESS:
G. Timothy Gilbert
G. Timothy Gilbert

LESSOR:
Charles Bruce Gruver
Charles Bruce Gruver
Katherine A. Gruver S.S. or Fed. I.D. No.

WITNESS:
Elizabeth A. Gruver
Elizabeth A. Gruver

LESSOR:
Melvin E. Gruver (Life Estate)
Betty G. Gruver
Betty G. Gruver S.S. or Fed. I.D. No. (Life Estate)

STATE OF OHIO)
COUNTY OF ASHLAND)

SS:

Charles B. & Katherine A. Gruver

Before me a Notary Public in and for said county and state personally appeared the above named Melvin & Betty Gruver who acknowledged to me that they did execute the foregoing instrument and that the same is their free act and deed for the purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at this 24th day of

OCTOBER, 1997

(seal)

G. TIMOTHY GILBERT
Attorney at Law
State of Ohio
My Commission Expires

Notary Public
My Commission Expires

This instrument prepared by: CEDAR VALLEY ENERGY, INC., P.O. BOX 724, WOOSTER, OH 44691

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EXHIBIT 'A'

TO

Charles Bruce Gruver & Katherine A. Gruver, Husb. & Wife
 OIL AND GAS LEASE OF: & Melvin E. Gruver & Betty G. Gruver, Life Estate Owners
 Jackson TOWNSHIP, Ashland COUNTY, OHIO
 CONTAINING 123.75 ACRES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IT IS HEREBY STIPULATED AND
 AGREED UPON BY BOTH PARTIES TO THIS AGREEMENT THAT:

- 1.) Lessors will have the right to approve in writing, the location of any well-site, access-road and all equipment locations on their property. Such approval will not be unreasonably withheld.
- 2.) Lessee agrees to indemnify and hold harmless Lessors and their land from any claims, actions or causes of action for any damages or expenses of any kind whatsoever arising out of the exploration of and for the production of oil and gas from the leased premises.
- 3.) Lessee will continue to name Lessors as an additional named on Lessee's Liability policy for the primary term of the lease; If a well is drilled by Lessee on Lessor's property, Lessee will continue to name Lessors as additional named insureds for as long as Lessee continues to operate a well(s) on Lessor's property.

23644
 RECEIVED FOR RECORD
 At Oct. 14 1997
 11:04 O'clock A.M.
 Recorded Oct. 14 1997
 IN THE OFFICIAL RECORDS BOOK
 No 74 Page 940-942
Barbara J. Harding
 Fee \$ 18.00 Ashland County Recorder

IN WITNESS WHEREOF the Lessors have hereunder set their hands this 8th day of
October, 1997.

Signed and acknowledged in the presence of:

x G. Timothy Gilbert
 G. Timothy Gilbert
 x Elizabeth A. Gruver
 Elizabeth A. Gruver

Signatures

x Charles Bruce Gruver
 Charles Bruce Gruver
 x Katherine A. Gruver
 Katherine A. Gruver
 x Melvin E. Gruver
 Melvin E. Gruver, Life Estate
 x Betty G. Gruver
 Betty G. Gruver, Life Estate

VOL 74 PAGE 942

Instrument Status: Recorded and Verified

Instrument Type: LEASE

Instrument Number: 199700023644

Book Type: OR

Book / Page: 74 / 940

Recorded Date: 10/14/1997 11:09:00 AM

Document Pages: 3

Document Date: 10/08/1997

Signature Page:

Legal Desc Page:

Marginal References

200600008665 (ASSN LEASE)	OR 0527 0134	10/25/2006
201300005886 (ASSN LEASE)	OR 0772 0039	09/12/2013
202000004268 (ASSIGNMENT)	OR 0965 2851	08/03/2020

Names

Grantor:

GRUVER BETTY G
GRUVER CHARLES BRUCE
GRUVER KATHERINE A
GRUVER MELVIN E

Grantee:

CEDAR VALLEY ENERGY INC

Remarks

Instrument Information

Comment (Public):

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to MELVIN E. GRUBER and BETTY G. GRUBER - HUSBAND AND WIFE hereinafter referred to as GRANTOR, by Rural Lorain County Water Authority, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water lines over, across, and through the land of the GRANTOR situate in Lorain County, State of Ohio, said land being described as follows:

Situated in the Township/Village of JACKSON, County of ASHLAND and State of Ohio, being the same property conveyed to GRANTOR herein by Deed recorded in Volume 278, Page 319 of ASHLAND County Deed Records and being Permanent Parcel No. 004-002-0016-00 and more commonly known as: 92 Co. Rd. 620 WEST SALEM, OH, 44287 (mailing address)

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

This easement shall be twenty (20) feet in width for construction purposes and ten (10) feet in width for maintenance purposes and described as follows:

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 29th day of August, 1985. Signed and Acknowledged in the Presence of:

Ruth Traugott Melvin E. Gruber (SEAL)
Betty G. Gruber (SEAL)

State of Ohio : ss
County of Lorain :

On this 29th day of August, 1985, before me, a Notary Public in and for said County, personally came the above-named MELVIN E. GRUBER AND BETTY G. GRUBER, HUSBAND AND WIFE Grantors in the foregoing instrument, and acknowledged the signing of the same to be THEIR voluntary act and deed, for the uses and purposes therein mentioned.

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

Ruth Traugott
Notary Public

My commission expires August 1, 1987

This instrument was prepared by Attorney George H. Ferguson, Elyria, Ohio

Received for record January 22, 1986 at 12:26 P.M. Recorded January 22, 1986 in volume 542 page 298 of Ashland County, Ohio Deed Records. Fee: \$10.00

Virginia H. Traugott
Notary, Ashland County, Ohio

120553

474

OIL AND GAS LEASE

Agreement: Made and entered into the 10 day of February 1964 by and between Charles G Gruver a single person and Melvin E Gruver & Betty G Gruver husband & wife

of RD#2 West Salem, Ohio (mailing address) hereinafter called lessor (whether one or more), and The Ashland Drilling Company, Inc First National Bank Building, Ashland, Ohio hereinafter called lessee:

Witnesseth: That the said lessor, for and in consideration of \$123.00 Dollars, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations, and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the Township of Jackson County of Ashland State of Ohio described as follows, to wit:

Located in Sec 2 South-West quarter and in Sec 11 North-west quarter. Bounded on the East by lands of E Eagle and L & O Nichols, and on the North by lands of E R Botleski, and on the West by lands of D L Gruver, and on the South by Ashland County Road # 9.

of Section 2 Township JACKSON Range 123 and containing 123 acres, more or less.

It is agreed that this lease shall remain in force for a primary term of 3 years from this date and if lessee shall commence to drill within said primary term or any extension thereof, the said term shall have the right to continue drilling to completion with reasonable diligence and said term shall extend as long thereafter as oil and gas, or either of them, is produced by lessee from said land or from a communicated unit as hereinafter provided.

In consideration of the premises the lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas. Where such gas is not sold or used for a period of one year, lessee shall pay or tender as royalty an amount equal to the yearly delay rental as provided by the provisions of this lease, payable annually at the end of each year during which such gas is not sold or used, and while such royalty is so paid or tendered this lease shall be held as a producing property under the above paragraph setting forth the primary term hereof. Lessee is to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable monthly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the 10 day of FEBRUARY 1965 this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or the lessor's credit to the The First National Bank Bank at Ashland, Ohio

or its successors, which shall continue as the depository regardless of changes in ownership of said land, the sum of \$123.00

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

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payments of rentals at the same amount and in the same manner as hereinabove provided. And it is agreed that on the resumption of the payments of rentals as above provided, the last preceding paragraph hereof governing the payment of rentals and the effect thereof shall continue in force as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals therein provided for shall be paid the lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

For the purpose of oil and/or gas development and production under this lease, lessee does hereby grant to lessee the right to pool or communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than approximately forty (40) acres and/or a gas development unit of not more than approximately one hundred sixty (160) acres, but lessee shall in no event be required to drill more than one well on said unit. If such oil or gas well shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants, expressed or implied, in this lease, and lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by the lessor within the boundaries of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

Roger L. Blodgett

Ashland, Ohio

This form was prepared by

Name

Address

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

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

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

If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to each separate owner in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided, however, if the leased premises consist of two or more non-adjutting tracts, this paragraph shall apply separately in each non-adjutting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be inoperative as to such portion as consolidated. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

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

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

Damage to surface, crops, waterways will be paid in full 30 days after each well is completed.

IN TESTIMONY WHEREOF WE SIGN, This the 10 day of February, 1964

Witnesses:

Lloyd Biddinger
Donald L. Biddinger

Charles B. Gruver (SEAL)
Walter E. Gruver (SEAL)
Patty G. Gruver (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Ohio
COUNTY OF Ashland

ACKNOWLEDGMENT TO THE LEASE

On this 10 day of February, A. D. 1964, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared Charles B. Gruver a single person and Melvin E. Gruver, Patty G. Gruver husband & wife and Roger I. Blodgett representing The Ashland Drilling Company, Inc

to me known as the person(s) described in and who executed the foregoing instrument and acknowledged that the 7 had executed the same as their free act and deed.

My Commission Expires January 12, 1967 Notary Public: Ashland County, Ohio
Acting in Ashland County, Ohio

Printed by Petroleum Publishers, Inc., 26, Franklin, Houston
Producers or Lessee Initials:

By Dated

When Recorded

Return to

Recorded

File

Fee \$2.00

Art. R. Tucker, Recorder

Register of Deeds

475

Oil and Gas Lease

6815

Memorandum of Agreement, Made and entered into this 10 day of December A.D. 1955, by and between Charles B. & Arlene B. Gruver of the County of Ashland and State of Ohio party of the first part, and Roger L. Blodgett of the County of Ashland and State of Ohio party of the second part, WITNESSETH, That the said party of the first part, for the consideration of the covenants and agreements hereinafter mentioned, hereby grants unto the party of the second part, his heirs, executors, administrators, successors and assigns, all the oil and gas in and under the following described premises, together with the right to enter thereon at all times for the purpose of drilling and operating for oil, gas or water and to erect and maintain all the buildings and structures, and lay all surface rods and pipe necessary for the production and transportation of oil, gas or water from and across said premises, without reservation or liability for damages to the surface or to the improvements upon the surface of said premises, or to any waters or waterways situated upon or on said premises, that may arise by reason of drilling and operating for oil or gas, or laying pipe lines for the purpose of transporting oil or gas from or over and across said premises, excepting and reserving, however, to the party of the first part, the 1/8 part of all oil produced and saved from said premises, to be delivered in the pipe line with which said second party may connect oil wells, namely:

All that certain lot of land situated in Jackson Township, Ashland County and State of Ohio, and bounded and described as follows, to-wit:

On the East by lands of E. Eagle
On the North by lands of E. R. Betleski
On the West by lands of E. L. Gruver
On the South by lands of County No. #

containing One hundred and twenty three (123) acres, more or less.

To have and to hold for the above named purposes.

If gas only is found, second party agrees to pay 1/3 of gas marketed each year for the production of each well while same is being used off the premises.

No well shall be drilled nearer than 200 feet to the house or barn on said premises, and no well shall occupy more than one acre.

In case no well is completed within Two (2) years from date hereof, unavoidable delay excepted, then this grant shall become null and void, unless second party shall pay to the first party the sum of \$30.75 quarterly per annum as a rental on the same thereafter until a well is completed or the premises abandoned, payable at RD #2 West Salem, Ohio after demand having first been made.

It is understood and agreed by the parties hereto when the written agreements hereafter provide for the drilling of additional wells after the first well is completed that provided said first well is not a paying well, or each and any of the additional wells prove not to be paying wells, then said second party shall be relieved from any further drilling without abandoning this lease. And it is further agreed that the second party, his heirs, executors, administrators, successors and assigns shall have the right at any time to surrender up this lease and be released from all moneys due and conditions unfulfilled, then and from that time this lease and agreement shall be null and void, and no longer binding on either party, and the payments which shall have been made be held by the party of the first part as the full stipulated damages for the nonfulfillment of this contract, and all conditions between the parties hereto shall extend to their heirs, executors, administrators, successors and assigns. If this lease is surrendered from any cause, such surrender shall not affect an oil well or wells with ten acres surrounding each well.

The lessor shall be entitled to gas free of cost at the well for domestic uses for one dwelling on said premises from any oil or gas well thereon, and shall use said gas at his own risk and lessee shall not be liable for any insufficient supply from any cause whatsoever.

The drilling of a non-productive well shall be accepted by the lessor in lieu of delay rental for a period of one year from date of finishing of said non-productive well, at and on which time, the lessee shall resume the payment of delay rental or commence a second well.

It is further understood that no wells will be drilled except in the wooded areas without written consent of the lessee. Also pipes carrying oil or gas from non-wooded areas will be buried below plow depth within a reasonable length of time.

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

WITNESS:

G. E. Pennell

Ruth Trapp

Arlene B. Gruver (SEAL)

Arlene B. Gruver

Charles B. Gruver (SEAL)

Charles B. Gruver

Roger L. Blodgett (SEAL)

Roger L. Blodgett

THE STATE OF OHIO)

Wayne County, SS (

On this 10 day of December A.D. 1955, before me, a Notary Public in and for said County, personally appeared the said Charles B. Gruver and Arlene B. Gruver and Roger L. Blodgett 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.

received for record Dec. 17th, 1955

at 10:12 o'clock A. M.

recorded December 17th, 1955.

Art R. Tucker, Recorder.

(SEAL) G. E. Pennell, Notary Public
My Commission Expires Feb. 21, 1957.

OIL OR GAS LEASE

No. 39097

Fee

Memorandum of Agreement, Made and entered into this 10 day of December A.D. 1955, by and between Don M. Voorhees and Pauline F. Voorhees of the County of Ashland and State of Ohio party of the first part, and Roger L. Blodgett of the County of Ashland and State of Ohio party of the second part,

WITNESSETH, That the said party of the first part, for the consideration of the covenants and agreements hereinafter mentioned, hereby grants unto the party of the second part, his heirs, executors, administrators, successors and assigns, all the oil and gas in and under the following described premises, together with the right to enter thereon at all times for the purpose of drilling and operating for oil, gas or water and to erect and maintain all the buildings and structures, and lay all surface rods and pipe necessary for the production and transportation of oil, gas or water from and across said premises, without reservation or liability for damages to the surface or to the improvements upon the surface of said premises, or to any waters or waterways situated upon or on said premises, that may arise by reason of drilling and operating for oil or gas, or laying pipe lines for the purpose of transporting oil or gas from or over and

OIL AND GAS LEASE

An AGREEMENT made this 12 day of MAY, A.D. 19 79
 between MELVIN E. GRUVER AND BETTY G. GRUVER (HUSBAND & WIFE)
 and Herbert E. Rupp II, 1077 Millsboro Road,
 Mansfield, Ohio First Party and Second Party.

3 yrs. WITNESSETH: That the first party for and in consideration of the covenants contained, does hereby grant unto second party, its successors and assigns, all the oil and gas in and under the following described tract of land for the period of 3 Years and as much longer as oil or gas is found; together with the exclusive right of operating and drilling for oil and gas upon that tract of land situated in JACKSON Township ASHLAND County and State of OHIO bounded and described as follows, to-wit:

Sec 2 & 11 Township 23-N Range 15-W
NORTH - EDWIN BETLESKI & E. BETELJEWski
EAST - SAM YODER & TOWNSHIP RD. 580
SOUTH - CTY RD. 620
West - CTY RD. 620 & TWP RD. 101 & EDWIN BETLESKI
 Containing 123 acres more or less.

The first party grants the further privilege to the second party of using sufficient water and gas from the premises necessary to the operation thereon, the right of way over and across said premises together with the exclusive right to lay surface rods and pipes to operate this as well as adjoining farms, and the right to remove at any time any machinery or fixtures placed on said premises by him.

Second party in consideration of said grants agrees to deliver to first party in tanks or pipe lines the one-eighth part of all oil produced and saved from said premises; if gas is found, second party agrees to pay at the rate of 1/8 part of all gas produced while the same is being sold off the premises, and first party shall have gas for one dwelling house free of charge by making his own connections, and using said gas at his own risk second party to designate point at which connection is made.

Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the farm and pay all damages to growing crops caused by said operation. All permanent pipe lines to be buried below plow depth when requested.

If no well is commenced within ONE YEAR from the date of this lease then this grant is null and void, unless second party shall pay to said FIRST PARTY for any further delay, a rental at the rate of ONE DOLLAR PER ACRE per acre per annum, payable in quarterly installments in advance thereafter until a well is commenced. Provided that if a well is not commenced within the time herein stipulated the failure to pay the rental as herein provided shall not forfeit this lease until the said second party has been given at least Ten days' notice in writing of said failure and if payment is not made within the time stated in said notice, then this lease shall become forfeited for non-payment. Lessee may surrender this lease at any time.

No well to be drilled nearer than 200 feet to house or barn except by consent of first party.

All rentals provided for in this lease, may be paid either by cash or check. and may be paid either direct to MELVIN E. GRUVER or mailed to address at Box 92 CTY RD. 620 WEST SALEM OHIO 44287.

All of the terms of this lease shall extend to the heirs, successors or assigns of the parties hereto.

IN WITNESS WHEREOF, We, the said first and second parties have hereunto set our hands this 12th day of MAY, 19 79.

Witnesses:

[Signature] [Signature]
[Signature] [Signature]

ON THIS 12 DAY OF MAY 1979 BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF OHIO, PERSONALLY APPEARED MELVIN E. GRUVER AND BETTY G. GRUVER THEREBY WITNESS THEIR SIGNATURES.

[Signature]
 MY COMMISSION EXPIRES 15589
 67. PAGE 596

This document prepared by H.E. Rupp II

ASSIGNED 2-17-1981
 VOL 68 PAGE 760-761

Dec 376
 T 249
 247

Know all Men by These Presents, That I, _____
the within named lessee, for a valuable consideration, do hereby sell assign
and transfer the within lease and the leasehold estate created thereby
to _____

Signed in the presence of --

Be it remembered, that on this _____ day of _____, 19____
before me, the subscriber, a _____ in and for said
county and state personally appeared the above named _____
and acknowledged the signing of the above and foregoing transfer to be _____
voluntary act and deed.

Witness my hand and official seal on the day and year last above written.

Notary Public

The State of _____ County ss.
Before me _____ in and for said

County and State, personally appeared _____
and acknowledged the execution of the within instrument
to be _____ voluntary act and deed.

Witness my hand and seal this _____ day of _____, 19____

The State of _____ County ss.
Before me _____ in and for said

County and State, personally appeared _____
and acknowledged the execution of the within
instrument to be _____ voluntary act and deed.

Witness my hand and seal this _____ day of _____, 19____

82799

OIL AND GAS LEASE

-TO-

Date _____, 19____
Terms _____ Acres _____
Received for Record
May 25, 1979
Recorded May 25, 1979
Book 67 Page 596-597
Virgil L. Wootch
Recorder
Fee: \$5.00

67 PAGE 597