



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by

Authorized Countersignature

Safeguard Title Agency
Company Name

26 Market Street, Suite 302
Youngstown, OH 44503
City, State



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

File No: 24-917(B)

1. Effective Date: October 7, 2024 @ 7:59 a.m.

Prepared For: BYCE Auction and Atty. Scott R. DeBonis

Inquiries Should be Directed to: SAFEGUARD TITLE AGENCY
Attorney Michael Palagano, Agent
26 Market Street, Youngstown, OH 44503
Phone - (330) 747-2579 ☎ Fax - (330) 747-2541

2. Policy or Policies to be issued: **TO BE DETERMINED**

(a) A.L.T.A. Owner's Policy \$

Proposed Insured:

(b) A.L.T.A. Loan Policy \$

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is: FEE SIMPLE.

4. Title to the estate or interest in said land is at the effective date hereof vested in:

JOHN S. CHINELLI by Deed 1203/625.

5. The land referred to in this Commitment is described as follows:

FOR DESCRIPTION SEE EXHIBIT 'A' ATTACHED.

Commonly known as 15315 Steubenville Pike Road, Salineville, OH 43945.

INSURANCE FRAUD WARNING

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

24-917(B)

Known as and being a certain parcel of land situated in the Northeast Quarter of Section 23, Wayne Township, T-13, R-3, Columbiana County, State of Ohio and being more fully described as follows:

Beginning at a stone found marking the Southeast corner of said Northeast Quarter, said stone also being the Southeast corner of lands now or formerly owned by R. Tedrow, Parcel # 75-00198.000, deed vol. 1334/141; Thence North 89 degrees 35 minutes 26 seconds West and with the Quarter Section line a distance of 776.60 feet to an iron pin set; Thence North 01 degrees 00 minutes 00 seconds East a distance of 886.65 feet to an iron pin set; Thence North 44 degrees 42 minutes 13 seconds East a distance of 530.22 feet to an iron pin set; Thence South 89 degrees 35 minutes 26 seconds East a distance of 300.66 feet to an iron pin set on the West line of Steubenville Pike Road, as described in deed vol. 1192/179; Thence South 11 degrees 14 minutes 00 seconds West and with said Road a distance of 111.94 feet to a point; Thence continuing South 08 degrees 47 minutes 00 seconds East a distance of 187.92 feet to a point; Thence continuing South 28 degrees 48 minutes 00 seconds East a distance of 196.25 feet to an iron pin set on the Section line; Thence South 01 degrees 00 minutes 00 seconds East (Basis for Bearings) And with the Section line a distance of 799.40 feet but to the place of beginning,

Containing in Area 20.00 Acres, more or less and subject to all rights of way, easements and legal highways.

(Survey and description by Thomas Nicholson, Dec. 21, 2001 R.S. #8922)

Commonly known as 15315 Steubenville Pike Road, Salineville, OH 43945.

Exhibit 'A'

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

Part I

File No: 24-917(B)

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Furnish proof of payment of all bills, if any, for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
3. Pay all general and special taxes now due and payable.
4. Record instrument(s) conveying or encumbering the estate or interest to be insured, briefly described: a) Properly executed and recorded Fiduciary Deed from Estate of John S. Chinelli aka John Salvadore Chinelli, Jr., to Grantee TO BE DETERMINED.
5. Payoff and release of record of lien items, if any, shown herein.

END OF SCHEDULE B - PART I

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B Part II

File No: 24-917(B)

Schedule B of the policy or policies to be insured will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1.
 - a) Defects, liens, encumbrances, adverse claims or other matter, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
 - b) Rights or claims of parties in possession not shown by the public records.
 - c) Easements, or claims of easements, not shown by the public records.
 - d) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
 - e) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - f) Taxes or special assessments which are not shown as existing liens by the public records.
2. Taxes - Listed for taxation on the 2023 Duplicate in the name of CHINELLI, John S., Wayne Township, Part Section 23.

PERMANENT PARCEL NO: 75-00198.001

ASSESSED LAND - \$33,850.00; ASSESSED BUILDING - \$36,260.00; ASSESSED TOTAL - \$70,110.00

Delinquencies of former years amounting to \$1,410.78 are unpaid plus additional penalty and interest, if any.

Taxes for the first half of 2023 amounting to \$1,258.35 are past due plus penalty and interest, if any.

Taxes for the last half of 2023 amounting to \$1,258.35 are past due plus penalty and interest, if any.

Taxes for the year 2024 and thereafter are a lien, but not yet due and payable.

No examination has been made for taxes or special assessments not shown on the current Treasurer's Tax Duplicate.

3. Easement for Highway Purposes from Carl A. Mehaffey to Commissioners of Columbiana County filed November 24, 1965 in Volume 1192, Page 179 of Columbiana County Records.

NOTE: We have made no further exam under said Easement; for further conditions see record.

4. Agreement for Channel Change by and between Carl A. Mehaffey and Board of Commissioners of Columbiana County filed November 18, 1965 in Volume 1192, Page 181 of Columbiana County Records.

NOTE: We have made no further exam under said Agreement; for further conditions see record.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B- CONTINUATION

Part II

File No: 24-917(B)

5. Agreement for Channel Change by and between Carl A. Mehaffey and Board of Commissioners of Columbiana County filed November 16, 1965 in Volume 1192, Page 182 of Columbiana County Records.

NOTE: We have made no further exam under said Agreement; for further conditions see record.

6. Oil, Gas and Storage Lease by and between Carl Mehaffey and James P. Sloss and Treva O. Sloss filed April 11, 1968 in Volume 96, Page 679 of Columbiana County Records.

NOTE: We have made no further exam under said Lease; for further conditions see record.

7. Oil, Gas and Storage Lease by and between Clyde H. Tedrow, et al and Penn Industrial Energy Corp. filed August 17, 1972 in Volume 105, Page 129 of Columbiana County Records.

NOTE: We have made no further exam under said Lease; for further conditions see record.

8. Oil and Gas Lease by and between Clyde H. Tedrow, et al and Quaker State Oil Refining Corporation filed June 20, 1973 in Volume 106, Page 722 of Columbiana County Records.

NOTE: We have made no further exam under said Lease; for further conditions see record.

9. Oil and Gas Lease by and between Clyde H. Tedrow, et al and Resource Exploration Inc. filed June 26, 1988 in Volume 183, Page 173 of Columbiana County Records.

NOTE: We have made no further exam under said Lease; for further conditions see record.

10. Oil & Gas Lease by and between Clyde H. Tedrow, et al and Central Appalachian Petroleum filed June 2, 1997 in Volume 598, Page 718 of Columbiana County Records.

NOTE: We have made no further exam under said Lease; for further conditions see record.

11. Memorandum of Oil and Gas Lease by and between John S. Chinelli and Chesapeake Exploration, L.L.C. filed February 18, 2012 in Volume 1858, Page 25 of Columbiana County Records.

NOTE: We have made no further exam under said Lease; for further conditions see record.

12. Columbiana County Probate Court Case No. 2024-ES-294. Estate of John S. Chinelli, Deceased. Date of Death - July 13, 2024. February 24, 2024 - Will admitted to probate, February 24, 2024 - Entry appointing Nicholas Testa as Executor. Will gives Executor power to sell real estate.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B- CONTINUATION

Part II

File No: 24-917(B)

13. NOTE: Subject to the recorded/ unrecorded rights, if any, of public/ private entities/ authorities for the provision, if any, of water and/ or sewer or other utility services to or from the premises described herein.

14. NOTE: "Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed."

END OF SCHEDULE B-PART II

EASEMENT FOR HIGHWAY PURPOSES

7094

VOL 1192 PAGE 179

Lisbon-Staubenville ROAD, No. 776

Wayne TOWNSHIP, Sec. No. 23

KNOW ALL MEN BY THESE PRESENTS:

That CARL A. MEHAFFEY; THE GRANTOR,
for and in consideration of the sum of \$100.00

and for other good and valuable considerations to him paid by the Commissioners of Columbiana County, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described.

Situated in the State of Ohio, County of Columbiana, Township of Wayne, Twp. No. 13, Range 3 and being a part of the Northeast Quarter of Section 23 and more definitely described as follows:

Commencing at the southeast corner of the northeast quarter of said section 23, thence north 1° East along the east line of said section a distance of 799.4 feet to the place of beginning of the tract of land hereinafter to be described;

Thence from said place of beginning North 28° 48' west a distance of 196.25 feet;

Thence North 8° 47' west a distance of 187.92 feet;

Thence North 11° 14' East a distance of 460.57 feet to a point in the existing westerly right of way line of said road;

Thence South 89° 06' East a distance of 45.74 feet to P. 1. Station 8+89.5 of the survey for County Bridge No. 1337 as per plan on file in the office of the Columbiana County Engineer, Court House, Lisbon, Ohio, thence continuing South 89° 06' East a distance of 1.9 feet but to a point in the east line of said Section 23;

Thence South 1° West along said section line a distance of 808.8 feet to the place of beginning.

Containing 1.595 acres of land of which the present road right of way occupies 0.795 acres.

TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever. And the said Grantor for him and his heirs, executors and administrators, hereby covenant with the said Grantee, its successors and assigns, that he is the true and lawful owner of said premises, and he is lawfully seized of the same in fee simple, and has good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear of all encumbrances whatsoever, and that he will warrant and defend the same against all claims of all persons whomsoever.

This instrument prepared by:

J. Warren Bettis
Attorney at Law
Salineville, Ohio

6C11/1791

VOL 1192 PAGE 180

And for the considerations aforesaid GRANTOR SINGLE
 husband of _____, and _____
 wife of _____, hereby relinquish to said Grantee, its
 successors and assigns, all right and expectancy of dower in the above described
 premises.

IN WITNESS WHEREOF, said CARL A. MEHAFFEX
 hereunto set HIS hand the 5
 day of NOV, 1965.

IN THE PRESENCE OF:

Samuel W. Donald, Jr. Barla Mehaaffey
Hatley Marrant

STATE OF OHIO }
 COLUMBIANA COUNTY } SS

Before me, a Notary Public, in and for said County and State personally
 appeared the above named CARL A. MEHAFFEX

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 ELIUCRPOO, Ohio, this 5 day of NOV 1965



Samuel W. Donald, Jr.
 NOTARY PUBLIC

My Commission expires the expiration date

N.C.

Recorded Nov. 24, 1965
 Vol 1192 Page 179
 John P. Wargo, Recorder
 Fee N.C.

7094

RECORDED
 NOV 24 1965
 JOHN P. WARGO
 REC'D IN OHIO

TRANSFER NOT NECESSARY

Kenneth Bell

AUDITOR

4 cc in Com. room file
 This to be Vol 1192

7095

RECEIVED
COLUMBIANA COUNTY

Nov 18 10 45 AM '55

JOHN P. WARGO
REC'D

AGREEMENT FOR CHANNEL CHANGE

7095

VOL 1192 PAGE 181

#442456-17

Lisbon-Staubenville ROAD No. 776

Wayne TOWNSHIP Section No. 23

Recorded Nov. 24, 1965

Articles of Agreement Vol 1192 Page 181

John P. Wargo, Recorder

Fees N.C.

These articles of agreement entered into this 5 day of Nov

19, by CARL A. MEHAFFEY

and the Board of Commissioners of Columbiana County, State of Ohio, WITNESSETH:

That CARL A. MEHAFFEY for the consideration of One and No/100 Dollars (\$1.00) and other valuable considerations do as hereby grant permission to said Columbiana County Commissioners to use the hereinafter described portions of his premises for the purpose of excavating and completing channel changes for ROADWAY DRAINAGE THROUGH AN 18" PIPE AT Sta. 2160 ± of Lisbon-Staubenville Road, No. 776, all in connection with the above proposed construction; the Grantor further agrees to permit the Columbiana County Commissioners to perform such maintenance and repair operations on said channel as may be necessary to protect the highway and further, the Grantor, for the consideration hereinbefore named, releases Columbiana County from and waives all damages of every kind and nature whatsoever arising from, or in any manner growing out of the aforesaid channel change or said maintenance and repair operations necessary to protect said highway. The channel changes are to be made on the following described premises:

Known as and being a part of the Northeast Quarter of Section 23, Wayne Township, Columbiana County, Ohio and further described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section, thence North 1° East along the east line of said Section a distance of 799.4 feet, thence North 28° 48' west a distance of 196.25 feet, thence North 8° 47' west a distance of 20 feet to the place of beginning of the tract of land hereinafter to be described;

Thence from said place of beginning North 68° 47' West a distance of 110 feet;

Thence North 21° 13' East a distance of 40 feet;

Thence South 68° 47' East a distance of about 82 feet but to the westerly right of way line of Township Road No. 776;

Thence South 8° 47' East along said right of way line a distance of about 46 feet but to the place of beginning.

Containing 0.088 acres of land be the same more or less.

Note: The channel change required on the above described land will result in an open ditch for about 120 feet.

IN WITNESS WHEREOF, said CARL A. MEHAFFEY hereunto set HIS hand this 5 day of Nov, 1965.

Witness:

John P. Wargo
John P. Wargo

Carl A. MehaFFEY

STATE OF OHIO) SS
COLUMBIANA COUNTY)

Before me, a Notary Public, in and for said County and State, personally appeared the above named CARL A. MEHAFFEY, 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 Salineville, Ohio this 5 day of Nov, 1965.

My Commission Expires Sept 1, 1967

NOTARY PUBLIC

This instrument prepared by:

J. Warren Bettis, Attorney at Law, Salineville, Ohio

TRANSFER NOT NECESSARY

Genneth Ball
Judy Lynn
for J. W. Bettis

1192/181

7096

RECORDED
JUN 16 1965
NOV 15 10 50 AM '65

AGREEMENT FOR CHANNEL CHANGE

"B"

VOL 1192 PAGE 182

7096

Recorded Nov. 24, 1965

Vol 1192 Page 182

John P. Wargo, Recorder

Fee N.C.

Lisbon-Staubenville ROAD, No. 776

Wayne TOWNSHIP

Section No. 23

Articles of Agreement

These articles of agreement entered into this 5 day of NOV1965, by CARL A. MEHAFFEY

and the Board of Commissioners of Columbiana County, State of Ohio, WITNESSETH

That CARL A. MEHAFFEY for the consideration of and No/100 Dollars (\$1.00) and other valuable considerations do es hereby grant permission to said Columbiana County Commissioners to use the hereinafter described portions of his premises for the purpose of excavating and completing channel changes for the Creek at County Bridge No. 1337 of Lisbon-Staubenville Road, No. 776, all in connection with the above proposed construction; the Grantor further agrees to permit the Columbiana County Commissioners to perform such maintenance and repair operations on said channel as may be necessary to protect the highway and further, the Grantor, for the consideration hereinbefore named, releases Columbiana County from and waives all damages of every kind and nature whatsoever arising from, or in any manner growing out of the aforesaid channel change or said maintenance and repair operations necessary to protect said highway. The channel changes are to be made on the following described premises:

Known as and being a part of the Northeast Quarter of Section 23, Wayne Township, Columbiana County, Ohio and further described as follows:

Being a strip of land 50 feet in width, 25 feet right and 25 feet left of the following described centerline of channel;

Beginning at Station 7+80 in the centerline of survey for County Bridge No. 1337 as per plan on file in the office of the Columbiana County Engineer, Court House, Lisbon, Ohio; thence from said place of beginning North 57° 56' West a distance of 210 feet to the point of termination of said centerline of channel.

IN WITNESS WHEREOF, said CARL A. MEHAFFEY hereunto set HIS hand & this 5~~TH~~ day of NOVEMBER, 1965.

Witness:

John P. Wargo
John P. Wargo

Carl A. MehaFFEY
Carl A. MehaFFEY

STATE OF OHIO) SS
COLUMBIANA COUNTY)

Before me, a Notary Public, in and for said County and State, personally appeared the above named CARL A. MEHAFFEY 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 E. Liverpool, Ohio, this 5 day of NOV, 1965.

My Commission Expires Jan 1, 1966
John P. Wargo
NOTARY PUBLIC

This instrument prepared by:
J. Warren Bettis, Attorney at Law, Salineville, Ohio

NECESSARY
TRANSFER NOTGenneth Bell
AUDITORThe Commission on
the 1964 page in which

281/2611

26625

VGL. 096 PAGE 679

THIS AGREEMENT, made and entered into this 8 day of March, 1968, between Carl D. Felt and James Earl Ray

[illegible][illegible]

2. In consideration of the premises, said parties covenant and agree as follows:
 Lessee to deliver to the credit of the Lessor in tanks or pipe five hundred and thirty (530) of the oil described and saved from the premises.
 Lessor to release the field market value per thousand cubic feet five and one-eighth (5 1/8) of oil not recovered from said premises, and the same to be paid for or before the fifth day of the month following in which same is ascertained.
 Lessor to commence work on said premises within _____ thirty (30) days _____ from this date or may pay to Lessor _____ \$_____ per acre per month.
 And it is covenanted that this payment shall be made to the Lessor in full on or before the _____ day of _____ 19____ with year, payable quarterly thereafter until the same shall be paid in full. If the Lessor fails to make the same on or before the _____ day of _____ 19____ in paying installments shall be void for failure to pay rental for any period when same becomes due and payable. The Lessor shall be liable for the same and shall be provided however that Lessee or his assigns in item 11 of this lease shall be liable for the same.

4. Lessee shall bury, where so prescribed by Lessee, all pipe lines used in conduct gas or oil and the premises and pay all damages to growing persons, caused by operations under this lease; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, mutually chosen to be appointed by the Lessee, one by the Lessee and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

5. Lessee may lay a line to any gas well on said lands and take gas produced from said well for use for light and heat in one dwelling house on said land but at Lessee's own risk, subject to the soil and the right of abatement of the well by the Lessee. The first two hundred thousand cubic feet, free of cost to the Lessee, shall be free of cost, but all gas in excess of two hundred thousand cubic feet, free of cost to the Lessee, shall be sold at the prevailing market rate in the town nearest the premises here described and the measurements and prices of such gas shall be ascertained and regulated by the town on the line. This privilege is upon the condition that Lessee shall subscribe to and be bound by the reasonable rules and regulations of the Lessee.

[illegible][illegible]

10. It is agreed that the average rentals per acre/acre on new wells, or wells, paid and to be paid as herein provided and will be assigned by Lessee to, and shall be paid to, the owner of the well or wells on which the average rentals are based. The average rentals shall be paid to the owner of the well or wells on which the average rentals are based. The average rentals shall be paid to the owner of the well or wells on which the average rentals are based.

[illegible]

12. 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 to the Land herein described; Lessor further agrees that the Lessor shall have the right at any time to redeem the Lease, or otherwise acquire by payment, any mortgage or any other lien upon the herein described lands which in any manner affect the Lessor's interest therein in the event of default of payment by Lessee and be subordinated in full to all the rights of the holder thereof the same as if Lessee were the original owner of said mortgage or lien.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Signed and Acknowledged in the Presence of:

Stewart McChaffey *Carl McChaffey*
Wanda Lee

STATE OF West Virginia On the 8th day of March A. D. 1968
 County of Putnam before me, Carl Mahaffey in and for said County
 did then and seal the foregoing instrument and that it is his free act and deed.
 and, the day and year aforesaid. Carl A. Mahaffey (Seal)
 Notary Public, Justice of the Peace

STATE OF _____ On the _____ day of _____ A. D. 19____
 County of _____ before me, _____ in and for said County
 personally appeared the said, _____
 who acknowledged that _____ did sign and seal the foregoing instrument and that it is _____ free act and deed.
 WITNESS my hand and _____ and, the day and year aforesaid. _____ (Seal)
 Notary Public, Justice of the Peace

Lease prepared by Wenda Farris

This lease is hereby cancelled and surrendered this _____ day of _____, 19____

Witness:

26625
 OIL, GAS AND STORAGE LEASE,
 From _____
 To _____
 Date _____
 Time _____
 Rec'd for Record _____
 Recorded _____
 Book _____
 County Recorder.

FILED
 VOL 96 PAGE 679
 RECEIVED-FILED
 APR 11 10 35 AM '68
 RECORDED 4-13-68
 JOHN P. RAGO RECORDER
 COLUMBIANA COUNTY

STATE OF _____ }
COUNTY OF _____ } ss.
On this _____ day of _____ A. D. 19____
before me, a _____ in and for said County
personally appeared the said _____
_____ and _____
who acknowledged that _____ did sign and seal the foregoing instrument and that it is _____, free and good.
WITNESS my hand and _____ seal, this day and year aforesaid.

Notary Public, Justice of the Peace [Seal]

219

3:59

OIL, GAS AND STORAGE LEASE

1

I

2

Year: 1989
 Fee: 3.00
 Vol: 65 Page: 29
 RECEIVED FILED

AUG 17 3 13 PM '77

Rec'd for Board 4-21-0 11
71 MCT 2 11-22

670-1081 ORDER
FERGUSON AND SONS, INC.
COLUMBIA COUNTY

1

Env. Industrial Energy

75483

VCL 106 PAGE 722
O-2030

OIL AND GAS LEASE

THIS AGREEMENT, Made the 1st day of June, A. D. 1973, between
Clyde H. Tedrow and Rhea H. Tedrow, Husband and wife

Rd#1, Salineville, Ohio 43945

hereinafter called the lessor, whether one or more, and QUAKER STATE OIL REFINING CORPORATION, a Delaware corporation with its offices in Oil City, Venango County, Pennsylvania hereinafter called the lessee.

WITNESSETH, That the lessor, in consideration of the sum of One and No/100's Dollars in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter contained on the part of the lessee to be kept and performed, hereby leases and grants unto the lessee, its successors and assigns, together with the exclusive right to drill wells and operate thereon for the production of oil, gas and water, and of pooling and unitizing the same with other lands for such purposes, and of storing gas underground and removing the same, and to lay pipelines and build tanks, towers, stations and structures thereon to produce, save and take care of said products, all for the term of Ten (10) years from the date hereof and as long thereafter as oil or gas is or can be produced from said land in paying quantities, or as operations continue for the production or storage of oil and gas.

ALL that certain tract of land situate in Wayne Township, Columbiana County, bounded and described as follows:--
On the North by lands of Twp Road 874 and L. Armstrong
On the East by lands of J. Witherow
On the South by lands of State of Ohio
On the West by lands of David Almy
Containing 14.1 acres, and being part of the NE 1/4 Sec. 23

The lessor further grants to the lessee all rights of way over said premises necessary for the purposes aforesaid, with the right to lay pipelines for the transportation thereon and thereover of oil, gas or water from said premises or other lands operated by the lessor, to run electric and telephone lines over the leased premises, to erect necessary buildings thereon, and to remove all machinery, fixtures and buildings placed thereon by the lessee; the right to use free from royalty, sufficient oil, gas and water produced from the premises for all operations thereon (provided it finds said water at its own expense); the right to subdivide and release the premises; and the right to surrender this lease at any time and thereupon to be discharged from all obligations, covenants and conditions herein contained.

In consideration thereof, the lessee covenants and agrees:--

First: To deliver to the credit of the lessor, as royalty, free of cost, in the pipeline to which the wells of the lessee may be connected, the equal ONE EIGHTH part of all oil produced and saved from the leased premises; and,

Second: To pay quarterly to the lessor, as royalty one-eighth of the net proceeds received for the gas from each and every gas well drilled on said premises, the production from which is marketed off the premises, while the gas from said well is so marketed. However, the royalty herein provided shall not be payable on any gas which is stored and withdrawn pursuant to Paragraph hereof.

Third: If gasoline gas from oil wells drilled on said premises is used for the extraction of gasoline or the manufacture of other products of oil and gas, to pay quarterly one-eighth of the net proceeds received for such gasoline or other products after deducting the cost of delivering the same to market.

Fourth: If the lessee chooses to make this leasehold a part of an oil repressuring unit and surplus gas is marketed from that unit, then any payment for gas marketed shall be divided pro rata among the various lessors in such unit in accordance with the number of oil and gas wells in said unit from which gas is taken in the repressuring; provided, however, that if lessee produces or purchases gas outside of the unit and uses it in repressuring, then lessee shall pay for gas marketed only to the extent that it exceeds the outside gas produced or purchased. The lessee may use gas produced from said premises without charge therefor for injection and repressuring of wells on said premises and on adjacent premises, and for said purposes may commingle said gas with gas produced elsewhere.

It is agreed that any interest in said oil or gas that may have been sold, reserved or conveyed by the lessor or his or their predecessors in title shall be paid out of the royalties aforesaid.

It is agreed, however, and this lease is made on the condition, that it shall become null and void and all rights hereunder shall cease and determine, unless work for the drilling of a well is commenced on said premises within ninety days from the execution of this lease, and proceeded with due and reasonable diligence, or unless the lessee shall pay to the lessor in advance every month within the time until work for the drilling of a well is commenced, the sum of Twenty Dollars per acre, that is, \$241.00 Dollars, for each twelve months during which the commencing of such work is delayed.

It is mutually agreed that should the first well drilled by the lessee be nonproductive of oil or gas in paying quantities, or should all wells drilled and operated by the lessee on said premises become nonproductive and be plugged and abandoned, then this lease in either event shall continue in full force and effect for one year thereafter; and if the lessee, prior to the end of said year, shall either commence to drill a well on said premises and oil or gas is found in paying quantities, or in lieu of commencing such well shall pay the lessor, at the same rate and times and in the same manner as the rental above stated until such well is commenced, this lease shall be continued in full force and effect for the remainder of the term above stated and so long thereafter as oil or gas can be produced in paying quantities.

It is further mutually agreed that the lessor may fully use and enjoy said premises for the purpose of tillage, except such parts thereof as may be used by the lessee for the purpose of operations. The lessee shall pay for damages to growing crops on said land caused by the lessee's operations. It is also mutually agreed that all taxes upon the royalty oil from or upon said described premises, whether assessed as land taxes or as severance taxes, shall be paid by the lessor, and that all taxes, if any, payable upon property used in the operation for or production of oil or gas on the within-described premises shall be paid by the lessee. It is further agreed that if there is sufficient gas produced from the premises over and above the amount required for operations by lessee hereunder, the lessor may use gas for domestic purposes, free of charge, in appliances furnished by the lessor in one dwelling house upon the premises, not exceeding two hundred thousand cubic feet of gas per annum, the necessary facilities, including meter, regulator, lines and connections to be furnished and installed at the expense of the lessor at the place of or near to the well and of the land designated by the lessee, such use of gas to be wholly at the lessor's risk and without any responsibility upon the lessee for any injury or damage which may be caused, whether it be fault or failure in the production or supply of gas, or of the aforesaid facilities, or of the installation thereof, or from any other cause whatever. Any gas used by the lessor in excess of said annual amount shall be paid for at the prevailing field rate.

Payment or tender of all moneys due lessor hereunder or his heirs or assigns shall be either (a) to the lessor direct, at his address above stated; or (b) if the lessor consists of two or more persons, then to the above named Lessor's at the above address, who is hereby appointed agent of the lessor.

to receive such payments; or (c) by deposit to the credit of the lessor in the Farmers National Bank of Lakota, Ohio. All payments due the lessor under this lease may be made by check or draft of lessee, mailed or tendered to lessor or his said agent as above provided.

No well shall be drilled nearer than three hundred feet to the house or barn on said premises without the written consent of the lessor, and when requested by the lessor, the lessee shall bury below plow depth all pipe inching with cultivation. The 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.

Lessee shall have the exclusive right to employ any oil or gas stratum or strata underlying leased premises for the storage of gas or protecting gas stored within and under adjoining and neighboring lands, and may for this purpose reopen and restore to operation any and all abandoned wells on the leased premises, recolonization existing wells, or drill new wells thereon for the purpose of freely introducing and storing gas in such stratum or strata and recovering the same therefrom. It is understood that a well need not be drilled on the leased premises to permit storage of gas, and it is agreed that Lessee shall be the sole judge as to whether gas is being stored within the leased premises and its determination shall be final and conclusive. Where a depleted stratum or strata is utilized for such storage purposes, as full compensation for the storage rights herein granted and in lieu of all delay rental or royalty due or to become due for the right to produce or for production of stored gas from the leased premises, Lessee agrees to pay Lessor an annual rental of Two Dollars (\$2.00) per acre for all of the lands covered by this lease which Lessee wishes to use.

This instrument prepared for Quaker State Oil Ref. Corp., By Cooper Shields

See Vol. 119 Pg. 672
Veronica E. Webb
Recorder

722/901

My Commission Expires: SEPTEMBER 15, 1979
PHILADELPHIA COUNTY, PA.

STATE OF WEST VIRGINIA
COUNTY OF _____

75483

VOL 106 PAGE 724

To-wit:

I, _____, a Notary Public in and for the
aforesaid County and State, do hereby certify that _____
whose name _____ signed to the writing above, bearing date on the _____ day of
_____, 19____, he _____ this day acknowledged the same before me, in my said County and State.

Given under my hand this the _____ day of _____, 19____

SEAL

My commission expires: _____

Notary Public

STATE OF WEST VIRGINIA
COUNTY OF _____

To-wit:

I, _____, a Notary Public in and for the
aforesaid County and State, do hereby certify that _____
whose name _____ signed to the writing above, bearing date on the _____ day of
_____, 19____, he _____ this day acknowledged the same before me, in my said County and State.

Given under my hand this the _____ day of _____, 19____

SEAL

My commission expires: _____

Notary Public

STATE OF OHIO
COUNTY OF _____

Columbiana

SS:

Before me, a notary public (or justice of the peace, etc.) in and for said county, personally
appeared the above named Clyde H. Tedrow & Rhona R. Tedrow, Husband and wife, who acknowledged that ~~he~~ he and she (they) did sign
the foregoing instrument, and that the same is ~~his~~ his and her (their) free act and deed.

In Testimony Whereof, I have hereunto subscribed my name at Salineville, Ohio, this
1st day of June, 1973

KARL J. LINDNER, Notary Public
Columbiana, Carroll & Jefferson Counties
MY COMMISSION EXPIRES SEPT. 12, 1977

Karl J. Lindner

STATE OF OHIO
COUNTY OF _____

SS:

Before me, a notary public (or justice of the peace, etc.) in and for said county, personally
appeared the above named _____, who acknowledged that he (she or they) did sign
the foregoing instrument, and that the same is his (her or their) free act and deed.

In Testimony Whereof, I have hereunto subscribed my name at _____, this
_____ day of _____, 19____

FEE \$ 4.00
VOL 106 PAGE 722
RECEIVED FILED

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6-21-73 RECORDED
FERGUSON & KNOX SR.
COLUMBIANA COUNTY

X

16. In the event the License is awarded in further part of the acts to be performed by the Licensee by reason of force majeure, including but not limited to acts of God, strikes, riots, and governmental restrictions including but not limited to restrictions on the use of roads, the License shall nevertheless remain in full force and effect until the Licensee can perform said act or acts such as in the event that the Licensee is unable to perform the acts for a period of ninety days after the termination of any force majeure.

16. In the event the License is awarded in further part of the acts to be performed by the Licensee by reason of force majeure, including but not limited to acts of God, strikes, riots, and governmental restrictions including but not limited to restrictions on the use of roads, the License shall nevertheless remain in full force and effect until the Licensee can perform said act or acts such as in the event that the Licensee is unable to perform the acts for a period of ninety days after the termination of any force majeure.

57. In the event Lessee considers this Lease not to comply with any of its obligations hereunder, or any express or implied, Lessee shall notify Lessor in writing setting out in detail the way in which Lessee considers this Lease not to comply with any of its obligations hereunder. Lessee shall have thirty (30) days after receipt of said notice within which to meet or communicate in good faith with any or all of the persons affected by Lessee. The service of said notice shall be sufficient to the bringing of any action by Lessor on said notice for any cause, and no action shall be brought until the lapse of thirty (30) days after service of said notice on Lessee. Notwithstanding said notice nor the doing of any acts by Lessee shall in any way or any part of the said pro-positions shall be deemed an admission

12. In consideration of the storylines of this lease by the Lessor, the Lessor agrees the 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 thereof granted to the Lessee herein.

17. The undersigned has heretofore advised his partner herein that he has no other business interests, and expects so to continue. In the event the undersigned or either of them should acquire any interest in the partnership or management of the parties, he will regard it as the duty thereof, and an 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 in perfecting Lessee's title to the oil and gas leased hereon and such other documents relating to the sale of production as may be required by Lessee or others."

Figure 8 and 24 knowledge in the program is:

Signature

Social Security or Tax ID No.

X Clyde H. Tedrow
Clyde H. Tedrow

x Rhea H. Tedrow
Rhea H. Tedrow

អង្គការសហប្រជាជាតិ

Clyde H. Tedrow and Eliza H. Tedrow

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 Salem, Ohio
this 16th day of July

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CORPORATION

Bakers use a History Public in 2004 for 2004 exactly and this version of the year

Secretary, respectively.

who acknowledged to me that they did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority so to do duly conferred on them by the Board of Directors of said corporation, and that the same is the true act and deed of said corporation and of themselves as such officers. In the year and month of March in the year 1906.

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

History Topics

The instrument was prepared by: **Dennis L. Funderburg**
979 South Lincoln Avenue
Salem, Ohio 44460

RECEIVED FILED
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\$ 10.00 Fee
VERONICA E. WOLSKI
COLUMBIANA COUNTY

88-7085

OIL AND GAS LEASE

Figure 1

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Accepted

Record for Record

References

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Section 1000

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VOL 598 PAGE 718

FORM 10-1/95GDN

Lease No. _____

OIL & GAS LEASE

This Lease made this 22 day of May, 1997, by and between:Clyde H. Tolson, Rhoda H. Tolson (Husband & Wife)15197 Steubenville - Pike RdSteubenville, Ohio 43945hereinafter collectively called "Lessor" and CENTRAL APPALACHIAN PETROLEUM8323 E. MARKET ST., WARREN, OHIO 44484

hereinafter called "Lessee".

WITNESSETH, That for and in consideration of the premises, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

LEASING CLAUSE. Lessor hereby leases exclusively to Lessee all the oil and gas and their constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold and from neighboring lands across the Leasehold, and such rights shall survive the term of this agreement for so long thereafter as operations are continued; to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment.

DESCRIPTION. The Leasehold is located, all or in part, in the District/Township of Wayne, in the County of Columbia, in the State of Ohio, and described as follows:

Section 23 Lot Map

T113 R3W

and is bounded formerly or currently as follows:

On the North by lands of Glasgow Rd
 On the East by lands of Steubenville Pike Rd
 On the South by lands of State of OHIO
 On the West by lands of Buckeye Coal Mining Co

including lands acquired:

by _____ from _____, dated _____, 19____, and recorded in Book _____, page _____, and described for the purposes of this agreement as containing 141 acres, whether actually more or less, and including all contiguous or appurtenant lands owned by Lessor.

LEASE TERM. This Lease shall remain in force for a primary term of five (5) years from 5/22, 1997, and for as long thereafter as prescribed payments are made, or for as long thereafter as operations are conducted on the Leasehold in search of or production of oil, gas, or their constituents, or for as long as a well capable of production is located on the Leasehold, or for as long as extended by provision herein, or for as long as the Leasehold is used for the underground storage of gas, or for the protection of stored gas. If after the primary term the last producing well on the Leasehold is plugged and abandoned, the Leasehold will remain under lease for an additional period of one year from the date of plugging and abandonment, subject to the payment of Delay Rental.

PAYMENTS TO LESSOR. Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) **DELAY RENTAL:** To pay Lessor as Delay Rental at the rate of Three (\$ 3.00) dollars per net mineral acre per year payable quarterly in advance, beginning on 5/22, 1997, and continuing thereafter until the commencement of Royalty payments. Delay Rental paid for time beyond the commencement date of Royalty payments shall be credited upon the Royalty payment. Upon Conversion to Storage, Delay Rental payments shall be reestablished.

(B) **ROYALTY:** To pay Lessor as Royalty, less all taxes, assessments, and adjustments on production from the Leasehold, as follows:

1. **OIL:** To deliver to the credit of Lessor, free of cost, a Royalty of the equal one-eighth part of all oil and any constituents thereof produced and marketed from the Leasehold.

2. **GAS:** To pay Lessor an amount equal to one-eighth of the revenue realized by Lessee for all gas and the constituents thereof produced and marketed from the Leasehold during the preceding month. Lessee may withhold Royalty payment until such time as the total withheld exceeds twenty-five dollars (\$25.00).

(C) **DELAY IN MARKETING:** In the event that Lessee does not market producible gas, oil, or their constituents from the Leasehold, Lessee shall continue to pay Delay Rental until such time as marketing is established, and such payment shall maintain this lease in full force and effect to the same extent as payment of Royalty.

(D) **SHUT-IN:** In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of six months, and there is no producing well on the Leasehold, Lessee shall thereafter, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the Delay Rental until such time as production is re-established and said payment shall maintain this lease in full force and effect to the same extent as payment of Royalty. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than six months, this lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) **DAMAGES:** Lessee will remove unnecessary equipment and materials and grade, reseed and mulch the drill site area at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of crops or marketable timber.

(F) **MANNER OF PAYMENT:** Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address.

(G) **CHANGE IN LAND OWNERSHIP:** Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) **TITLE:** If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved.

(I) **LIENS:** Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means.

(J) **LIMITATION OF FORFEITURE:** This Lease shall never be subject to a civil action or other proceeding to enforce a claim of forfeiture due to Lessee's alleged failure to perform as specified herein, unless Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy Lessor's demand within 60 days from the receipt of the notice.

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VOL 598 PAGE 719

UNITIZATION. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, except for Free Gas, the drilling, operations in preparation for drilling, production from, or payment for Royalty, Shut-in Royalty, or Delay in Marketing for a well on such a unit shall have the same effect upon the terms of this Lease as if the well were located on the Leasehold. If the total unitized Leasehold acreage is less than 50 percent of the total Leasehold acreage, Delay Rental will continue to be paid on the non-unitized acreage.

FREE GAS. Upon approval of Lessor's request for free gas and his execution of an Agreement for Delivery of Free Gas and Overburn Gas, one Lessor may lay a line to any producing gas well on the leased premises and take two hundred thousand (200,000) cubic feet of gas per year (free of cost for domestic use in one dwelling on said lands at Lessor's own risk and subject to the use and right of abandonment of the well by Lessee. All overburn gas shall be paid for by said Lessor at the current established retail rate in the area.

FACILITIES. Lessee shall not drill a well within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not use, improve, modify, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in the well using methods of calculating gas reserves as are generally accepted by the natural gas industry, and Lessor shall be paid Delay Rental for as long thereafter as the Leasehold is used for gas storage or for protection of gas storage.

TITLE AND INTERESTS. Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no covenant to develop the Leasehold within a certain time frame, and there shall be no Leasehold forfeiture for implied covenant to produce. Provisions herein constitute full compensation for privileges herein granted.

COVENANTS. This lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is prevented by federal, state, or local law, regulation, or decree.

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this lease, performance thereunder, or damages caused by Lessee's operations, settlement shall be determined by a panel of three disinterested arbitrators. Lessor and Lessee shall appoint and pay the fee of one each, and the two so appointed shall appoint the third, whose fee shall be borne equally by Lessor and Lessee. The award shall be by unanimous decision of the arbitrators and shall be final.

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein. No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

SURRENDER. Lessee may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease, and if a partial surrender, the Delay Rental provided in the PAYMENTS clause shall be reduced in proportion to the acreage surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

See attached schedule. *CDL*

IN WITNESS WHEREOF the Lessors have hereunto set their hands.

Signed and acknowledged in the presence of:

Edward D. Handel
Edward D. Handel
DAVID H. KAPP
David H. Kapp

Clayton H. Telrow
Clayton H. Telrow
Rhea H. Telrow
Rhea H. Telrow

Social Security or Tax ID No.

ACKNOWLEDGEMENT

STATE OF Ohio

COUNTY OF Columbiana

On this 22 day of May, 1997

Clayton H. Telrow & Rhea H. Telrow

I, Edward D. Handel, a Notary Public, do hereby certify that the foregoing instrument, and who executed the foregoing instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

Edward D. Handel
Edward D. Handel / Signature of Notary Public

My commission expires on:

May 19, 1998

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 19____, before me, _____, a Notary Public, came

_____, who acknowledged himself to be _____ and as such being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as _____.

In witness thereof, I hereunto set my hand and official seal.

Signature of Notary Public

My commission expires on:

When recorded return to: Central Appalachian Petroleum
Instrument prepared by: 8323 East Market St., Warren, Ohio 44484

ADDENDA

VOL 598 PAGE 720

1. Well location(s), access road location(s), ancillary well-production equipment location(s), and pipeline location(s) are to be mutually agreed upon by both lessor(s) and lessee with lessor providing lessee with at least one (1) legal, accessible well-drilling location per each forty (40) acres covered by this agreement. Lessor is not to unreasonably withhold approval when such approval is necessary to proceed.
2. Any land (not necessary for production) disturbed by drilling operations is to be restored as soon as possible to as near as possible its original contour and its original soil quality condition.
3. If well-drilling or production operations cause any crop loss, livestock loss, damage to fences, damage to tiles, damage to buildings, or damage to lands described herein, such losses or damages are to be reimbursed to lessor(s) by lessee. Any disagreement between lessor(s) and lessee regarding damage(s) is to be settled by arbitration which shall be conclusive and final in each disagreement. There are to be three (3) arbitrators: one (1) selected by lessor(s), one (1) selected by lessee, and one (1) to be selected by the two (2) such selected arbitrators to make disagreements resolvable.
4. It is further understood in this agreement that lessee or assigns shall observe ecologically sound drilling practices in keeping with state, federal, or local statutes governing such drilling practices.
5. It is further understood by both lessor(s) and lessee that the points addressed by these addenda and that are also addressed in other parts of this lease agreement are modified and ruled conclusively by these addenda inasmuch as to what points are clarified by these addenda.

EDH

R. Lee M. Anderson
Clyde W. Peterson

97 16066

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Columbiana County, Ohio
CRAIG BROWN County Recorder
File# 2012-00002483
BK 1858 Pg 25

EMJ

Return to: Chesapeake Exploration, L.L.C.
P.O. Box 18496
Oklahoma City, Oklahoma 73154

**MEMORANDUM OF
OIL AND GAS LEASE**

EFFECTIVE DATE OCTOBER 31ST, 2011

This is a Memorandum of an oil and gas lease ("Memorandum of Lease") executed the 31st day of October, 2011, between JOHN S CHINELLI, a single man, herein called "Lessor" (collectively if there is more than one) whose address is 15315 STEUBENVILLE PIKE ROAD, SALINEVILLE, OH 43945, and Chesapeake Exploration, L.L.C., hereinafter called "Lessee", whose address is P. O. Box 18496, Oklahoma City, OK 73154. This Memorandum, made in accordance with Ohio Revised Code § 5301.251 contains some, but not all of the language and terms of the Lease signed by Lessor and Lessee.

Lessor and Lessee entered in to that certain oil and gas lease (the "Lease") exclusively for the purpose of carrying on geophysical and other exploratory work, including core drilling, and the drilling, operating for, producing and gathering of all the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, liquid or gaseous hydrocarbons produced in association therewith other than as reserved unto Lessor herein below (herein called "Lease Products").

1. Description of the Land Included in this Lease

The land included in this Lease, herein called the "Leased Premises" is located in the County of Columbiana, State of Ohio, with a permanent parcel number (or numbers) as follows:

WAYNE 13N-03W S:23; #75-00198.001

A legal description of the Leased Premises is attached hereto as Exhibit A, along with the Prior Deed Reference.

2. Limitations on Grant of Lease

(a) Lessor's Reserved Rights. Lessor reserves all rights not specifically granted to Lessee in the Lease. Specifically reserved by Lessor are all oil, gas and other mineral rights from the surface to the top of the Queenston Shales, other than such rights allowed to Lessee to drill through such reserved portions as are necessary for Lessee to have access to the Queenston Shales and below.

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Image ID: 000001189152 Type: OFF

Page 2 of 8

File# 2012-00002483

BK 1858 PG 26

(b) Lessor Structures and Improvements. Lessor reserves the right to construct any structure or other improvements at any location selected by Lessor anywhere on the Leased Premises provided the exercise of such reserved rights by Lessor does not impair the exercise and enjoyment of rights granted Lessee hereunder. If prior to Lessee coordinating site location for any operations of Lessee's on the Leased Premises pursuant to the terms and conditions of the Lease, Lessor commences construction of a structure or other improvement on the Leased Premises, Lessee will not locate any equipment, nor conduct any operations within 300 feet of the proposed structure or improvement (within 500 feet if a habitable structure) without Lessor's prior written permission.

(c) Agricultural Activities. Lessor reserves the right to initiate or continue irrigation and agricultural activities (including timbering) on the Leased Premises. If Lessor decides to conduct agricultural activities on the Leased Premises, Lessee will accommodate Lessor's agricultural use to the extent practical in light of the rights granted to Lessee hereunder and the potential use of the property for the purposes set forth in the Lease.

(d) Other Minerals Reserved. The Lease does not include and there is hereby excepted and reserved unto Lessor all of the sulfur, coal, lignite, uranium, and other fissionable material, geothermal energy, base and precious metals, rock, stone, gravel, and any other mineral substances (excepting those described above in the Grant of Lease) presently owned by Lessor in, under, or upon the Leased Premises, together with rights of ingress and egress and use of the Leased Premises by Lessor or its lessees or assignees for purposes of exploration for and production and marketing of the materials and minerals reserved hereby.

3. Unitization - Pooled Units

Subject to the terms, conditions and limitations contained in the Lease, Lessee is granted the right, at its option, to pool or unitize any land covered by the Lease with any other contiguous lands included with other leases as to any or all horizons or gas, oil, or other minerals described above in the Grant of Lease in the Lease so as to establish pooled units.

4. Top Lease: First Right of Refusal

In the event Lessor chooses to grant any remaining rights reserved by Lessor under the Lease to any party other than Lessee, then before any such grant Lessor shall provide Lessee with a writing setting forth all terms and conditions of such other grant, and a true copy of any lease or other document reflecting such grant. Lessee shall be afforded a period of at least thirty (30) calendar days following receipt of such written notice, during which time Lessee may elect to exercise this first right of refusal to assume the obligations of lessee or grantee under such other proposed grant on the same terms and conditions contained therein. Should Lessee so elect, Lessee shall notify Lessor in writing within such thirty (30) day period, and submit therewith any up-front payments or other considerations described in such proposal, along with a signed lease or grant document accordingly.

ARTICLE II. TERM OF LEASE

1. Primary Term

The Lease has the effective date set forth first above ("Effective Date"). Except as provided in the Lease, the Lease shall remain in full force and effect for a period of five (5) years from such date (hereinafter referred to as "Primary Term").

2. Extension of Primary Term

The Lease may be extended beyond the Primary Term only under the condition that an active deep well (into regions below the top of the Queenston Shales) has been commenced to the extent that the bit has hit the ground prior to the end of the Primary Term, or by the other terms and conditions contained in the Lease.

3. Option To Renew

Lessee is given the option to extend by renewal the Primary Term of the Lease for one (1) additional three (3) year period. This option may be exercised by Lessee by notifying Lessor in writing of Lessee's intent to exercise its option and simultaneously therewith paying to Lessor in full, pre-paid at

Image ID: 00000199153 Type: OFF
 Page 3 of 8
 File# 2012-00002483
 BK 1858 PG 27

any time prior to termination of the Primary Term a lease bonus as set forth in the Lease. Should this option be exercised, it shall be considered for all purposes as though the Lease originally provided for a Primary Term of eight (8) years.

4. Termination of Record

Upon termination of the Lease as to any portion of the Leased Premises, Lessee shall promptly deliver to Lessor a plat showing the designated production units around each well and a partial release containing a description (metes and bounds and map) of the acreage and depths not retained, in form suitable for recording. In addition, Lessee shall peaceably surrender the released premises to Lessor and remove any and all facilities, equipment and machinery from the site within 90 days at Lessee's expense. Further, the affected land shall be reclaimed in accordance with the terms and conditions of the Lease.

Upon termination of the Lease or any portion thereof, or upon expiration of the Lease, Lessee shall provide Lessor documentation in recordable form of such termination or expiration within thirty (30) calendar days after the date of termination or expiration. Should Lessee fail to provide such documentation, Lessee hereby grants to Lessor the right and authority, after thirty (30) days prior written notice delivered to Lessee by certified mail to file an affidavit on record reflecting such expiration or termination, which filing shall be binding upon Lessee.

5. Security Interest

The Lease grants a security interest in (a) the portion of the oil and gas produced and saved from the Leased Premises or lands pooled therewith associated with the royalty payments due under and pursuant to the Lease, and (b) the portion of proceeds of sale of such oil and gas and all accounts arising therefrom associated with the royalty payments due under and pursuant to the Lease (the "Collateral"), to secure Lessee's payment of royalties and compliance with the other terms and provisions of the Lease. In the event of default by Lessee, Lessor shall have the right to take possession of the Collateral, and to receive the proceeds attributable thereto and to hold same as security for Lessee's obligations or to apply it on the amounts owing to Lessor under the Lease. The Collateral includes oil, casinghead gas, casinghead gasoline, condensate, distillate, gas and natural gas liquids, including any hydrocarbon or non-hydrocarbon minerals or products that may be associated with oil or gas to be financed at the wellhead of the wells and accounts from the sale thereof. This Memorandum, when filed in the real property records where the Leased Premises are located, shall constitute a financing statement. Additionally, Lessee agrees to cooperate with any UCC-1 filing requested by the Lessor.

6. Default

Failure of Lessee to timely pay Lessor any amounts required under the Lease shall be deemed a default by Lessee.

7. Lessor Encumbrances After Lease Effective

Any mortgage, lease, easement, or other interest granted by Lessor voluntarily after the Lease becomes effective shall be subject to the Lease. In the event Lessor should become in default of any obligation of Lessor that is secured by any lien or encumbrance on the Leased Premises during the term of the Lease, Lessee may, at its option, pay and discharge any such obligation on behalf of Lessor after Lessee gives Lessor at least thirty (30) calendar days prior written notice of such intention to pay, and if, after Lessor's receipt of such notice, Lessor makes no arrangement otherwise to address the amount in default. Should Lessee make such payment on behalf of Lessor, or by any other lawful means, Lessee shall, in addition to any other legal remedies, be entitled to recover from Lessor by deduction from any future payments to Lessor, with interest at Ohio's legal rate for judgments and amounts actually paid by Lessee for such obligations.

8. Liens Against Lessee

In the event any lien or encumbrance is filed against the Leased Premises arising out of or pertaining to the operations by Lessee, Lessee shall within forty-five (45) calendar days following the date such lien or encumbrance is recorded cause such lien or encumbrance to be released from record, and Lessee shall provide Lessor written evidence of such release. Lessee's contention that the lien or encumbrance arises from a bona fide dispute shall not be grounds for Lessee's failure or refusal to remove the lien or encumbrance as required herein.

9. Arbitration

Image ID: 000001199154 Type: OFF
Page 4 of 8
File# 2012-00002483
BK 1858 PG 28

Any questions concerning the Lease or performance thereunder shall be ascertained and determined by three disinterested arbitrators, one thereof to be appointed by the Lessor, one by the Lessee and the third by the two so appointed, and the majority vote award of such collective group shall be final and conclusive. In the event that the two appointees of Lessor and Lessee cannot agree upon the third, the parties shall thereupon submit to the rules and procedures of the American Arbitration Association. Arbitration proceedings shall be conducted at the county seat of the county where the leased property is located or such other place as the parties to such arbitration shall all mutually agree. Each party shall pay its own arbitrator and the costs of the third arbitrator (umpire) shall be borne equally. The determination rendered by the arbitrators may be entered in the court of general jurisdiction in the county where the Leased Premises is located.

Either party may apply to the arbitrators seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this agreement, seek from the court of general jurisdiction in the county where the Leased Premises is located any interim or provisional relief that is necessary to protect the rights of property of that party, pending the establishment of the arbitration tribunal and its decision.

The arbitrators shall consider dispute issues in accordance with and subject to the terms of the Lease.

10. Force Majeure

Should Lessee be prevented from complying with any express or implied covenant of the Lease (except payment of money), from conducting drilling (including fracturing) or reworking operations thereon or from producing oil and gas therefrom by reason of inability to obtain or to use equipment or material, or by operation of force majeure, any federal or state law or any order, rule or regulation of governmental authority ("force majeure event"), then while so prevented Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and the Lease shall be extended while and so long as Lessee is prevented by any such force majeure event from conducting drilling or reworking operations on or from producing oil or gas from the Leased Premises. The period of extension by reason of force majeure shall be limited to a cumulative total of forty-eight (48) months. Any delay beyond one hundred twenty (120) days from the date of application to obtain any required permit to drill, complete or re-work a well shall be grounds to invoke force majeure until the permit is granted. If the Lease is the subject matter of any lawsuit, arbitration proceeding or action, and Lessee is ordered therein to forego or suspend its operations on the Leased Premises, or Lessee in its discretion foregoes or suspends such operations solely by reason of such lawsuit, arbitration proceeding or action, then the Lease shall not expire during the pendency of such lawsuit, proceeding or action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding nor action, or any appeal thereof, shall be added to the term of the Lease.

11. Governing Law

The Lease shall be governed in accordance with the laws of the State of Ohio.

12. Notices

Notices, consents, or other documents required or permitted by the Lease must be given by personal delivery, facsimile, reputable overnight courier (Federal Express or other), or sent by USPS registered or certified mail, return receipt requested, and postage paid. For purposes of notice, Lessor's information is as follows:

Name JOHN S CHINELLI, a single man
Address 15315 STEUBENVILLE PIKE ROAD
SALINEVILLE, OH 43945-
Fax No. _____

Lessee's information is as follows:

Name Chesapeake Exploration, L.L.C.
Address 6100 N. Western Avenue
Oklahoma City, OK 73118
Attn: Chesapeake Land Department, Utica District, Eastern Division
Phone: 1 877 245 1427



Image ID: 000001199166 Type: OFF

Page 6 of 8

File# 2012-00002483

BK 1858 Pg 29

Either party's notice information may be changed upon prior written notice delivered to the other party.

Lessee shall designate a person who will be a point of contact for Lessor. Lessee shall provide Lessor such person's name, address, telephone number, email address, and facsimile number. Such person shall be knowledgeable as to operations on the Lease, and have sufficient authority from Lessee to reasonably respond and address Lessor concerns.

13. Assignments

The rights and estate of any party to the Lease may be assigned from time to time in whole or in part and as to any horizon, subject to the written consent of the Lessor. Lessor's consent shall not be unreasonably withheld, conditioned or delayed. Provided, however, that consent from the Lessor shall not be required in the event of an assignment by Lessee: to an affiliate, subsidiary, or internal partner, joint venture partners or in consequence of a merger or amalgamation. All of the covenants, obligations, and considerations of the Lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No assignment by Lessee (or any assignee of Lessee) of all or any part of or interest in the Lease shall relieve Lessee (or any assignee of Lessee) of any liability for breach of any covenant, warranty or other obligation of Lessee, whether theretofore or thereafter accrued. Each assignee of all or any portion of the rights of Lessee hereunder agrees to be bound by the provisions of the Lease to the same extent as if such assignee were an original party to the Lease. Notwithstanding any assignment by Lessee of a segregated portion of the Lease, default by Lessee or any assignee or subassignee of Lessee in any covenant or condition in the Lease shall constitute default as to the entire Lease. Lessee shall notify Lessor of such assignment and furnish Lessor a true copy of any assignment. All notices to Lessee hereunder may be given to the Lessee named herein, despite the assignment of part or all of the Lease. No change or division in the ownership of the Leased Premises, royalties, or other moneys, or any part thereof, howsoever affected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof to Lessee, its successors or assigns, no change or division in the ownership of the Leased Premises or of the royalties or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of the Lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successor, or assigns, notice of such change or division, supported by either originals or copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the Lessor, Lessee may nevertheless pay or tender such royalties or other moneys, or part thereof, to Lessor or Lessor's estate.

14. Authorship

For the purpose of construction, interpretation, arbitration or adjudication, it shall be deemed that Lessee and Lessor contributed equally to the drafting of this Memorandum of Lease.

15. Copy of Original Lease

This Memorandum of Lease is not a complete summary of the Lease. In the event of any conflict between the terms hereof and the terms of the Lease, the terms of the Lease shall govern and control. Original counterparts of the complete, signed Lease have been delivered to Lessor and Lessee. True copies of the signed lease, including all signatures, will be kept so long as the Lease is in effect, and at least five (5) years thereafter, by Lessee or its designee, and will be made available to Lessor upon request at the address listed for Notices in Paragraph 5 of this Memorandum of Lease.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Lease.

John S. Chinelli
JOHN S CHINELLI

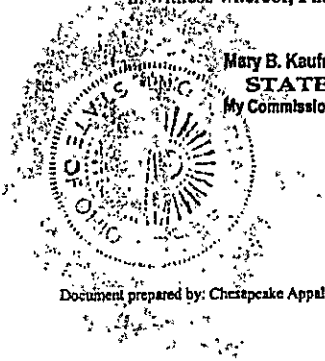
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Page 6 of 8
File# 2012-00002483
BK 1858 Pg 30

ACKNOWLEDGEMENT

STATE OF Ohio)
COUNTY OF Stark)

On this 5th day of November, 2011, before me, the undersigned Notary Public, personally appeared JOHN S CHINELLI, a single man, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument as Lessor, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.



Mary B. Kaufman, Notary Public
STATE OF OHIO
My Commission Expires 04/18/2015

Mary B. Kaufman
Notary Public
My Commission Expires: 04-18-2015
Printed Name: Mary B Kaufman

CHK Lease Number:
ALOV Owner ID:
Lease Record: 60761 OCOL

Document prepared by: Chesapeake Appalachia, L.L.C., P.O. Box 18496, Oklahoma City, Oklahoma 73154

WITNESS:

[Signature]

LESSEE: CHESAPEAKE EXPLORATION, L.L.C.,
an Oklahoma Limited Liability Company

By

[Signature]
Lester A. Zitkus, Vice President - Land, Eastern
Division

ACKNOWLEDGEMENT

Image ID: 000001198157 Type: OFF
Page 7 of 8
File# 2012-00002483
BK 1858 PG 31

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

On this 5th day of November, 2011, before me, the undersigned Notary Public, personally appeared Lester A. Zitkus, Vice President - Land, Eastern Division of CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument as Lessee, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.



[Signature]
Notary Public
My Commission Expires: _____
Printed Name: _____



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Page 8 of 8

File# 2012-00002483

BK 1858 PG 32

EXHIBIT "A"

This Exhibit "A" is attached to and made part of that certain Memorandum of Oil and Gas Lease dated October 31, 2011, by and between John S. Chinelli, a single man of 15315 Steubenville Pike Road, Salineville, OH 43945, as Lessor and CHESAPEAKE EXPLORATION, L.L.C., PO BOX 18496, Oklahoma City, OK 73154, as Lessee, and is made a part of said lease as if incorporated therein.

Property Tax Parcel Identification Number: 75-00198-001

and is bounded formerly or currently as follows:

On the North by lands now or formerly of	Tedrow
On the East by lands now or formerly of	McNeal
On the South by lands now or formerly of	State of Ohio
On the West by lands now or formerly of	Tedrow

including lands acquired from Stewart Tedrow, married, by virtue of deed dated October 1, 2003, and recorded at Book 1203 Page 625 and described for the purposes of this agreement as containing a total of 20.0000 Leasehold acres

(Note: This Exhibit A page may be in the form of a portion of the Lessee's title evidence for the Leased Premises, which will reflect Prior Deed Reference and the legal description.)

MICROFILMED

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I - Requirements;
 - (f) Schedule B, Part II - Exceptions; and
 - (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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