

EXHIBIT A

To Respondents' Merit Brief

(Oil & Gas Leases)

163100

form 89

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 7 day of March, 1970, by and between Regis F. Lutz & Marion L. Lutz, his wife, 2688 South Leavitt Rd, Warren, Ohio 44481, Lessor, and Murphy Oil Co. Box 474 Northwayton, Ohio, Lessee.

WITNESSETH:

1. That Lessor, in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, grants, leases and lets exclusively unto Lessee for the purpose of exploring by geophysical and other methods, drilling and operating for and producing oil and all gas of whatsoever nature or kind, and of laying pipe lines and placing tanks, equipment and structures thereon to produce, save and take care of said substances, all that certain tract of land situated in

Lordsburg Township, Section 1, County, Trumbull bounded substantially as follows:

North by lands of Warren Township & Sam Moss
East by lands of Charles Stille & Sam Moss
South by lands of Russell Thomas & Standard Slag Co
West by lands of Walter Church

being all the property owned by Lessor in said Section, containing 1.00 acres, more or less.

2. It is agreed that this lease shall remain in force for a primary term of ten (10) years from this date, and as long thereafter as oil or gas or either of them is produced from said land, or from lands with which said land is pooled therewith, by Lessee.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale. If a well capable of producing gas from the above described land is shut in and no gas therefrom is sold or used, such shut-in well shall, under all of the provisions of this lease, be considered a well on such land producing gas in paying quantities and shall continue this lease in force at all times while such well is so shut in, whether during or after the primary term. If there be one or more of such shut-in gas wells and if there is no current production or operation on said land, Lessee shall pay or tender as royalty One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing or within 90 days after such date, and thereafter on or before the anniversary date of this lease during the period such well is shut in, to the royalty owners or to the royalty owners' credit in the depository bank herein designated.

4. Lessor shall have gas free of cost from any gas well on the above described premises for domestic use in one dwelling house on said land. Lessor to make his own connection with the well at his sole risk and expense. Lessee shall have free use of sufficient oil, gas and water produced on said land, except water from Lessor's wells, for all operations hereunder.

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as provided herein on or before SIX (6) months from date hereof, this lease shall then terminate as to both parties unless on or before such date Lessee shall pay or tender the sum of One hundred and fifty Dollars (\$ 100.00), herein called rental, which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. Payments or tenders of such rentals shall be to Lessor at address listed above

or to his credit in the Sasanch National Bank at Warren, Ohio or its successors, which bank and its successors are Lessor's agent and shall continue as the depository for all rentals regardless of changes in ownership. Such payment or tender of rental may be made by Lessee's check mailed or delivered to the party entitled thereto or to said bank on or before the date of payment. Lessee may at any time release a portion of the leased premises and thereafter be relieved of all obligations as to the acreage surrendered, and subsequent rentals shall be reduced in the proportion that the acreage covered hereby is reduced by releases.

6. Lessee is authorized to pool or combine the land covered by this lease, or any portion thereof, or formations thereunder, as to oil and/or gas, with any other land, lease or leases when in Lessee's judgment it is advisable to do so in order to properly develop or operate said premises, such pooling to be into a well unit or units not exceeding approximately 40 acres for oil and not exceeding approximately 640 acres for gas. Lessee shall execute and record an instrument or instruments identifying and describing the pooled acreage. Production, drilling or reworking operations anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations under this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved.

7. If prior to discovery of oil or gas on said land Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas the production thereof should cease from any cause, this Lease shall terminate if Lessee commences additional drilling or reworking operations within 60 days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of three months from date of completion of dry hole or cessation of production. If during the last year of the primary term and prior to the discovery of oil or gas on said land Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than 60 days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and produced from any such well or wells drilled, being drilled or re-worked, at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises.

8. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. Lessee shall pay for damages caused by his operation to growing crops on said lands.

9. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with originals or certified copies of recorded muniments of title detaching title from Lessor. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by operation of force majeure, any Federal or State law or any order, rule or regulation of governmental authority, 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 this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

(OVER)

VOL 83 PAGE 176

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first above written.

Signed and delivered in the presence of

X *Regis Lutz* [SEAL]

X *Marion Lutz* [SEAL]

Witnesses
Judith Bolinger
George Pounds

STATE OF Ohio } SS. (Individual—)
COUNTY OF Humboldt

Before me, a Notary Public in and for said county and state, personally appeared the above named Regis Lutz who acknowledged to me that he did execute the foregoing instrument and that the same is his free act and deed for the uses and purposes therein set forth.

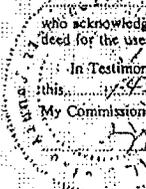
In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Johnston, Ohio this 14 day of March, 19 70.

My Commission Expires: Nov 5, 1973
Judith Bolinger
NOTARY PUBLIC

STATE OF Ohio } SS. (Individual—)
COUNTY OF Humboldt

Before me, a Notary Public in and for said county and state, personally appeared the above named Marion Lutz who acknowledged to me that she did execute the foregoing instrument and that the same is her free act and deed for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Johnston, Ohio this 14 day of March, 19 70.
My Commission Expires: Nov 5, 1973
Judith Bolinger
NOTARY PUBLIC



Book	Page
Records of	County, Ohio
Record for Record	320
Recorded	19
RECEIVED FOR RECORD	APR 1 1970
LOCATED	APR 2 1970
AT 2:46.9 a.m.	AM
RECORDED	PAGE 125
VOL 83	MANAGER: MANASSAH TO
RECORDED AT HUMBOLDT COUNTY, OHIO	

DATE: _____ 19__

TO: _____

FROM: _____

OIL AND GAS LEASE

711055 INDEXED

163100 COMPARED

Country Recorder: _____

STATE OF _____ } SS. (Corporation—)
COUNTY OF _____

Before me, a Notary Public in and for said county and state, personally appeared _____ and _____ the _____ President and _____ Secretary, respectively, of the above named corporation, 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 free act and deed of said corporation and of themselves as such officers, for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at _____ this _____ day of _____, 19__.

My Commission Expires: _____
NOTARY PUBLIC

This instrument was prepared by: *Murphy Oil Co.*

Form 30

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 7 day of March, 1970, by and between Regis L. Lutz, J. Marion L. Lutz, his wife, and L. A. Smith, Rel, Warren, Ohio, 44481, Lessor, and Murphy Oil Co. Box 424, Worthington, Ohio, Lessee,

WITNESSETH: 1. That Lessor, in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, grants, leases and lets exclusively unto Lessee for the purpose of exploring by geophysical and other methods, drilling and operating for and producing oil and all gas of whatsoever nature or kind, and of laying pipe lines and placing tanks, equipment and structures thereon to produce, save and take care of said substances, all that certain tract of land situated in...

2. It is agreed that this lease shall remain in force for a primary term of ten (10) years from this date, and as long thereafter as oil or gas or either of them is produced from said land, or from lands with which said land is pooled therewith, by Lessee.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the well the royalty shall be one-eighth of the amount realized from such sale.

4. Lessor shall have gas free of cost from any gas well on the above described premises for domestic use in one dwelling house on said land, Lessor to make his own connection with the well at his sole risk and expense. Lessee shall have free use of sufficient oil, gas and water produced on said land, except water from Lessor's wells, for all operations hereunder.

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as provided herein on or before one (1) year from date hereof, this lease shall then terminate as to both parties unless on or before such date Lessee shall pay or tender the sum of One hundred and eighty-eight and 00/100 Dollars (\$188.00), herein called rental, which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. Payments or tenders of such rentals shall be to...

6. Lessee is authorized to pool or combine the land covered by this lease, or any portion thereof, or formations thereunder, as to oil and/or gas, with any other land, lease or leases when in Lessee's judgment it is advisable to do so in order to properly develop or operate said premises, such pooling to be into a well unit or units not exceeding approximately 40 acres for oil and not exceeding approximately 640 acres for gas. Lessee shall execute and record an instrument or instruments identifying and describing the pooled acreage. Production, drilling or reworking operations anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations under this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved.

7. If prior to discovery of oil or gas on said land Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas the production thereof should cease from any cause, this Lease shall not terminate if Lessee commences additional drilling or reworking operations within 60 days thereafter or if it be within the primary term commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of three months from date of completion of dry hole or cessation of production. If during the first year of the primary term and prior to the discovery of oil or gas on said land Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than 60 days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and produced from any such well or wells drilled, being drilled or re-worked, at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises.

8. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. Lessee shall pay for damages caused by his operation to growing crops on said lands.

9. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business with originals or certified copies of recorded muniments of title derogating title from Lessor. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated in such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by operation of force majeure, any Federal or State law or any order, rule or regulation of governmental authority, 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 this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

[OVER]

Lutz9

Case: 4:09-cv-02256-SL Doc #: 114-8 Filed: 08/06/14 2 of 16 PageID #: 1455

THIS AGREEMENT, made and entered into this 15 day of September, A.D. 1977, by and between

John Grima and Helen K. Grima
402 Fairway Drive, Wauwan, Ohio

hereinafter called the Lessor

and JERRY MOORE, Inc., 536 Citizens Bldg., Canton, Ohio, Zip Code 44702; The Lessee:

1. WITNESSETH, That the said Lessor, in consideration of the sum of one dollar, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and/or the constituents of either, in and under the lands hereinafter described, together with the exclusive right to drill for product and market oil and gas and their constituents and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and their constituents and to transport from these lands all oil and gas and their constituents from the subject and other lands and to possess, use and occupy to much of said premises as is necessary and convenient in removing or transporting across said lands the above named products by pipe lines or otherwise for a term of 10 years and so much longer thereafter as oil, gas, or their constituents are produced in paying quantities thereon, or operations are found on said premises in paying quantities, in the judgment of the Lessee. It being understood, however, that no well shall be drilled within two hundred feet of the barn or dwelling on said premises without the consent of the Lessor.

Sec. No. 17 Township of Newton County of Trumbull
and State of Ohio bounded substantially as follows:
On the North by the lands of A. Apper - Wm. Splitzers - H. King
On the East by the lands of L. Coffman
On the South by the lands of H. Hoch - Young Rd.
On the West by the lands of H. Leaska

containing (1.4624) acres, more or less, being all the land owned by Lessor in said Township, provided, however, that if at the termination of said term, either primary or extended, there is a well in process of being drilled on said lands, then this lease shall continue in force so long as the drilling of such well is continued with reasonable diligence and so much longer thereafter as oil or gas or their constituents are found on said premises in paying quantities, in the judgment of the Lessee. It being understood, however, that no well shall be drilled within two hundred feet of the barn or dwelling on said premises without the consent of the Lessor.

2. In consideration of the premises the said parties covenant and agree as follows:
Lessee to deliver to the credit of the Lessor in tanks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises.
Lessor to receive the field market price per thousand cubic feet for one-eighth (1/8) of all gas marketed from said premises, and the same to be paid for on or before the 30th day of the month following in which same is marketed.

3. Lessee to commence a well on said premises within 12 months from this date or pay to Lessor One hundred forty dollars (\$140.00) each year, payable quarterly thereafter until said well is commenced or this lease is terminated by the completion of a well upon said lands unproductive of oil or gas in paying quantities shall be considered as the equivalent of and required by the tender of delay rentals for a period of one year thereafter and in no event shall the written lease expire before the drilling of a dry well is completed and provided for in the written lease. In the event gas can be produced, but due to a lack of transmission facilities or lack of refining facilities same cannot be marketed, Lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the delay rental provided in paragraph #3 hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under paragraph #1 hereof. This lease shall become null and void for failure to pay rental for any period for which same becomes due and payable, provided however that Lessee or his assigns is given 10 days written notice of his failure to pay said rentals and they are not paid within said 10 days.

4. Lessee shall, when so requested by Lessor, all pipe lines used to transport gas or oil off, on, or through the premises and pay all damage to growing crops and operations under this lease and damages, if not terminated by force of a duly constituted person, one thereof to be appointed by the Lessor, 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. Lessor 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 at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee. The first two hundred thousand cubic feet of gas taken in each year shall be free of cost; but all gas in excess of two hundred thousand cubic feet taken in each year shall be sold for at the current market rate in the town nearest the premises above described and the measurements and regulations shall be by meter and regulator set at the tap on the line. This privilege is upon the condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of lease gas.

6. The Lessee at any time may notify the Lessor in writing at Lessor's last known address, by registered mail, of the Lessee's intention to use any well located on the leased premises and the leased premises for any and all of the purposes hereinbefore provided of injecting, storing or holding in storage, and removing gas into, in and from any sands, strata or formations underlying the premises, and upon the giving of such notice the Lessee may use any such well and the leased premises for any and all of said purposes. The Lessee shall pay to the Lessor a rental of \$200.00 each year for each such well while so used; provided that the rental for the first year for a well so used shall be equivalent to the one-eighth royalty payments to the Lessor, if more than \$200.00, for gas produced and marketed from such well during the consecutive periods of time aggregating 180 days next preceding the giving of such notice, and thereafter the rental for such well so used equivalent to first year's rental, if more than \$200.00, reduced each year by the amount of \$200.00 until reduced to \$200.00, and for each year thereafter a rental of \$200.00 for such well so used; if there shall be no well used for gas storage purposes on the leased premises, but if a well used by the Lessee for any of the gas storage purposes hereinbefore specified shall be located on other lands and such well shall be located within one mile of any line of the leased premises, the Lessee may give like written notice to the Lessor of its intention to use the leased premises for any or all of said gas storage purposes, and thereupon may use the leased premises for said purposes and shall be the sole judge as to whether gas is being stored or held in storage within the leased premises. The rental each year for such use shall be the same amount as; but in lieu of, the delay rental hereinbefore provided to be paid to continue this lease until the commencement of a well or of the use of the premises for any of the gas storage purposes and shall have the same effect of continuing this lease in force as though a producing well or a well used for gas storage purposes were drilled on the leased premises; provided, that if a well is thereafter drilled and used for any of the gas storage purposes on the leased premises, the rental for such use of the leased premises, in lieu of the foregoing rental, shall be \$200.00 each year for such well and the same sum each year for each additional well so drilled and used. If the Lessee ceases to use a well for gas storage purposes but continues to use the premises for such purposes and there shall be no other well located thereon, the rental for such use shall be the full rental hereinbefore provided. All land rentals and well rentals may be paid by the Lessee in quarter-year installments.

7. The Lessor hereby grants to the Lessee the right to consolidate the leased premises, or any part thereof, with other lands to form an oil and gas development unit of not more than one hundred sixty (160) acres 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 purposes of all the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the owner of the lands on which such well is located may take gas 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 1/8 oil and gas royalty hereinbefore provided, that proportion of such 1/8 royalty which the acreage herein leased bears to the total number of acres comprising said development unit. If said development unit shall thereafter be used for gas storage purposes the well rental or land rental 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 such parcel bears to the entire acreage of said unit.

8. It is agreed that the acreage rentals or royalties on any well, or wells, said and to be paid as herein provided are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells to effect producing wells on adjoining or adjacent premises.

9. Should it be determined that Lessor is not the owner of the entire tract above described then and thereupon Lessor shall receive a proportional amount in accordance with the rentals and royalties for any fraction of the above premises owned.

10. Payments of all moneys due on this lease may be made by cash or check, to John Grima by deposit to the credit of 402 Fairway Drive, Wauwan, Ohio and mailed to

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

12. All covenants and conditions between the parties hereto 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 Lessee shall have the right at any time to return for Lessor, or otherwise receive by payment, any mortgage or any other lien upon the above described land, which in any manner affect the Lessee's interest therein in the event of default of payment by Lessor and be subrogated in full to all the rights of the holder thereof the same as if Lessee were the original owner of said mortgage or lien.

Any addition to the above agreement that are noted on the reverse side are a part of this lease and are agreed to by the below signed Lessor and the said Lessee.

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

Signed and Acknowledged in the Presence of:
Margaret M. Grima
John G. Grima, Jr.

Helen K. Grima

LEASE NO. TRN 4838

STATE OF OHIO } On this 17th day of September, A. D. 19 71
 County of TRUMBULL } ss. before me, Notary Public in and for said County
 personally appeared the said John A. Grima and Helen K. Grima
 who acknowledged that they did sign and seal the foregoing instrument and that it is their free act and deed.
 I, MARK J. WILLIAMS, Attorney at Law, Notary Public - State of Ohio, do hereby certify that the day and year aforesaid, the above named person(s) personally appeared before me, duly 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 free act and deed of said corporation and of themselves as such officers, for the uses and purposes therein set forth.
 In Testimony Whereof, I have hereunto set my hand and affixed my official seal at _____
 this _____ day of _____, 19____
 My Commission Expires: _____
Mark J. Williams (Seal)
 Notary Public.

STATE OF _____ }
 COUNTY OF _____ } ss. _____ Corporation
 Before me, a Notary Public in and for said county and state, personally appeared _____
 and _____
 the _____ President and _____ Secretary, respectively, of _____
 the above named corporation, 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 free act and deed of said corporation and of themselves as such officers, for the uses and purposes therein set forth.
 In Testimony Whereof, I have hereunto set my hand and affixed my official seal at _____
 this _____ day of _____, 19____
 My Commission Expires: _____

 Notary Public

STATE OF _____ } On this _____ day of _____, A. D. 19____
 COUNTY OF _____ } before me, a _____ 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.
 I, _____ do hereby certify that the day and year aforesaid, the above named person(s) personally appeared before me, duly 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 free act and deed of said corporation and of themselves as such officers, for the uses and purposes therein set forth.
 In Testimony Whereof, I have hereunto set my hand and affixed my official seal at _____
 this _____ day of _____, 19____
 My Commission Expires: _____
 _____ (Seal)
 Notary Public, Justice of the Peace.

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

This instrument was prepared by Jerry Moore, Inc.

737132 169001 **CONFIRMED**

No. _____
 Acres _____
OIL, GAS AND STORAGE LEASE
 To _____
 From _____
 Per Office _____
 Date _____ 19____
 Term _____ Year

RECEIVED FOR RECORD
AT 2:52 P.M.
SEP 28 1971
SEP 29 1971
 RECORDED
 Rec'd for Rec'd for _____ PAGE 337
 CLARE O'BRIEN
 Recorder of Trumbull County, Ohio
 Recorded _____
 Book _____ Page _____
 County Recorder.
 Jerry Moore Inc
 536 Chicago Ave. Bldg
 Canton, Ohio 44702
 1-800-881-8811

Case: 4:09-cv-02256-SL Doc #: 119-2 Filed: 08/06/14 Page 1 of 3 # 1449

711124

OHIO

OIL AND GAS LEASE

Form 40

THIS AGREEMENT, made and entered into this 18 day of March 19 70 by and between John Stanowski (Widower)

Lessor: and MURPHY OIL COMPANY, P.O. BOX 474, WORTHINGTON, OHIO 43085 Lessee.

WITNESSETH:

1. That Lessor, in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, grants, leases and lets exclusively unto Lessee for the purpose of exploring by geophysical and other methods, drilling and operating for and producing oil and all gas of whatsoever nature or kind, and of laying pipe lines and placing tanks, equipment and structures thereon to produce, save and take care of said substances, all that certain tract of land situated in Newton Township, Section No. 25 in Trumbull County, Ohio, bounded substantially as follows:

North by lands of BIGGARD East by lands of LINTZ TOWNLINE ROAD South by lands of RICHARD TOWNLINE ROAD West by lands of HALLOCK SPOK ROAD

being all the property owned by Lessor in said Section, containing 130 acres, more or less.

2. It is agreed that this lease shall remain in force for a primary term of ten (10) years from this date, and as long thereafter as oil or gas or either of them is produced from said land, or from lands with which said land is pooled therewith, by Lessee.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the well, the royalty shall be one-eighth of the amount realized from such sale. If a well capable of producing gas from the above described land is shut in and no gas therefrom is sold or used, such shut-in well shall, under all the provisions of this lease, be considered a well on such land producing gas in paying quantities and shall continue this lease in force at all times while such well is so shut in, whether during or after the primary term. If there be one or more of such shut-in gas wells and if there is no current production or operation on said land, Lessee shall pay or tender as royalty One Dollar (\$1.00) per acre per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing or within 90 days after such date and thereafter on or before the anniversary date of this lease during the period such well is shut in, to the royalty owners or to the royalty owners' credit in the depository bank herein designated.

4. Lessor shall have gas free of cost from any gas well on the above described premises for domestic use in one dwelling house on said land, Lessor to make his own connection with the well at his sole risk and expense. Lessee shall have free use of sufficient oil, gas and water produced on said land, except water from Lessor's wells, for all operations hereunder.

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as provided herein on or before July 18 19 70, this lease shall then terminate as to both parties unless on or before such date Lessee shall pay or tender the sum of ONE HUNDRED THIRTY Dollars (\$ 130.00), herein called rental, which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. Payments or tenders of such rentals shall be to John Stanowski at Rd#1, Hallock Spok Rd, Newton Falls, Ohio

credit in the Bank at or its successors, which bank and its successors are Lessor's agent and shall continue as the depository for all rentals regardless of changes in ownership. Such payment or tender of rental may be made by Lessee's check mailed or delivered to the party entitled thereto or to said bank on or before the date of payment. Lessee may at any time release a portion of the leased premises and thereafter be relieved of all obligations as to the acreage surrendered, and subsequent rentals shall be reduced in the proportion that the acreage covered hereby is reduced by releases.

6. Lessee is authorized to pool or combine the land covered by this lease, or any portion thereof, or formations thereunder, as to oil and/or gas, with any other land, lease or leases when in Lessee's judgment it is advisable to do so in order to properly develop or operate said premises, such pooling to be into a well unit or units not exceeding approximately 40 acres for oil and not exceeding approximately 640 acres for gas. Lessee shall execute and record an instrument identifying and describing the pooled acreage. Production, drilling or reworking operations anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations under this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved.

7. If prior to discovery of oil or gas on said land Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas the production thereof should cease from any cause, this Lease shall not terminate if Lessee commences additional drilling or reworking operations within 60 days thereafter or if it be within the primary term commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of three months from date of completion of dry hole or cessation of production. If during the last year of the primary term and prior to the discovery of oil or gas on said land Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than 60 days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and produced from any such well or wells drilled, being drilled or re-worked, at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises.

8. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. Lessee shall pay for damages caused by his operation to growing crops on said lands.

9. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business with originals or certified copies of recorded muniments of title derailing title from Lessor. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by operation of force majeure, any Federal or State law or any order, rule or regulation of governmental authority, 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 this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first above written.

Signed and delivered in the presence of

William Jones
Ronald [unclear]
Jelen G. Gintert

x John Stenowski (SEAL)

(SEAL)

(SEAL)

BY **R. E. JONES**

(SEAL)
Lessors

STATE OF Ohio } (Individual—Ohio)
COUNTY OF Trumbull } ss.

Before me, a Notary Public in and for said county and state, personally appeared the above named John Stenowski who acknowledged to me that he did execute the foregoing instrument and that the same is his free act and deed for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Waverly, Ohio this 23 day of March, 19 70.
My Commission Expires HELEN A. GINTERT, Notary Public
MAHONING & TRUMBULL COUNTIES
My Commission Expires September 2, 1972



STATE OF _____ } (Individual—Ohio)
COUNTY OF _____ } ss.

Before me, a Notary Public in and for said county and state, personally appeared the above named _____ who acknowledged to me that _____ did execute the foregoing instrument and that the same is _____ free act and deed for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at _____ this _____ day of _____, 19 ____.
My Commission Expires: _____

NOTARY PUBLIC

711124 COMPARED
162686 INDEXED

OIL AND GAS LEASE

From _____ To _____

Date _____ 19 ____

LOCATED

RECEIVED FOR RECORD
AT 2:48 o'clock PM
APR 1 1970 APR 2 1970
RECORDED
PAGE 377
MARGARET MANASSAH
Recorder of Trumbull County, Ohio

Recorded 300 19 ____

Book _____ Page _____

Records of _____ County, Ohio

County Recorder _____

STATE OF _____ } (Corporation—Ohio)
COUNTY OF _____ } ss.

Before me, a Notary Public in and for said county and state, personally appeared _____ and _____ the _____ President and _____ Secretary, respectively, of _____ the above named corporation, 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 free act and deed of said corporation and of themselves as such officers, for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at _____ this _____ day of _____, 19 ____.
My Commission Expires: _____

NOTARY PUBLIC

This instrument was prepared by: _____

OHIO

OIL AND GAS LEASE

Form 40

THIS AGREEMENT, made and entered into this 9 day of March, 1970, by and between

Harry E. & Erma E. Moss (Husband & Wife)

and Murphy Oil Co. John R. Murphy, P.O. Box 424, Worthington, Ohio 43085

WITNESSETH:

1. That Lessor, in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, grants, leases and lets exclusively unto Lessee for the purpose of exploring by geophysical and other methods, drilling and operating for and producing oil and all gas of whatsoever nature or kind, and of laying pipe lines and placing tanks, equipment and structures thereon to produce, save and take care of said substances, all that certain tract of land situated in Braceville Township, Section No. 25, in Trumbull County, Ohio, bounded substantially as follows:

North by lands of Whitaker Farm
East by lands of County Road 93
South by lands of Top Line
West by lands of Grantz
being all the property owned by Lessor in said Section, containing 1.00 acres, more or less.

2. It is agreed that this lease shall remain in force for a primary term of ten (10) years from this date, and as long thereafter as oil or gas or either of them is produced from said land, or from lands with which said land is pooled therewith, by Lessee.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale. If a well capable of producing gas from the above described land is shut in and no gas therefrom is sold or used, such shut-in well shall, under all of the provisions of this lease, be considered a well on such land producing gas in paying quantities and shall continue this lease in force at all times while such well is so shut in, whether during or after the primary term. If there be one or more of such shut-in gas wells and if there is no current production or operation on said land, Lessee shall pay or tender as royalty One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing or within 90 days after such date and thereafter on or before the anniversary date of this lease during the period such well is shut in, to the royalty owners or to the royalty owners' credit in the depository bank herein designated.

4. Lessor shall have gas free of cost from any gas well on the above described premises for domestic use in one dwelling house on said land, Lessor to make his own connection with the well at his sole risk and expense. Lessee shall have free use of sufficient oil, gas and water produced on said land, except water from Lessor's wells, for all operations hereunder.

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as provided herein on or before June 30, 1970, this lease shall then terminate as to both parties unless on or before such date Lessee shall pay or tender the sum of One hundred Dollars (\$100.00), herein called rental, which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. Payments or tenders of such rentals shall be to Harry E. & Erma E. Moss at R. D. # 1 Warren, Ohio or to his credit in the Bank at or its successors, which bank and its successors are Lessor's agent and shall continue as the depository for all rentals regardless of changes in ownership. Such payment or tender of rental may be made by Lessee's check mailed or delivered to the party entitled thereto or to said bank on or before the date of payment. Lessee may at any time release a portion of the leased premises and thereafter be relieved of all obligations as to the acreage surrendered, and subsequent rentals shall be reduced in the proportion that the acreage covered hereby is reduced by releases.

6. Lessee is authorized to pool or combine the land covered by this lease, or any portion thereof, or formations thereunder, as to oil and/or gas, with any other land, lease or leases when in Lessee's judgment it is advisable to do so in order to properly develop or operate said premises, such pooling to be into a well unit or units not exceeding approximately 40 acres for oil and not exceeding approximately 640 acres for gas. Lessee shall execute and record an instrument or instruments identifying and describing the pooled acreage. Production, drilling or reworking operations anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations under this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved.

7. If prior to discovery of oil or gas on said land Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas the production thereof should cease from any cause, this Lease shall not terminate if Lessee commences additional drilling or reworking operations within 60 days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of three months from date of completion of dry hole or cessation of production. If during the last year of the primary term and prior to the discovery of oil or gas on said land Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than 60 days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and produced from any such well or wells drilled, being drilled or re-worked, at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises.

8. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. Lessee shall pay for damages caused by his operation to growing crops on said lands.

9. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business with originals or certified copies of recorded instruments of title retaining title from Lessor. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by operation of force majeure, any Federal or State law or any order, rule or regulation of governmental authority, 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 this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first above written.

Signed and delivered in the presence of

Robert L. Jones
Henry Davis

x H. A. Moss [SEAL]
x Emma G. Moss [SEAL]

THIS INSTRUMENT PREPARED BY R. L. JONES
Witnesses

[SEAL]
Lessors

STATE OF *Ohio* }
COUNTY OF *Trembuhl* } ss.

(Individual—Ohio)

Before me, a Notary Public in and for said county and state, personally appeared the above named *Henry G. Moss & Emma G. Moss (Husband & Wife)* who acknowledged to me that *they* did execute the foregoing instrument and that the same is *a* free act and deed for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at this *7* day of *December*, 19*71*.
My Commission Expires: *2-21-71*

Henry Davis
NOTARY PUBLIC



STATE OF _____ }
COUNTY OF _____ } ss.

(Individual—Ohio)

Before me, a Notary Public in and for said county and state, personally appeared the above named _____ who acknowledged to me that _____ did execute the foregoing instrument and that the same is _____ free act and deed for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at this _____ day of _____, 19____.
My Commission Expires: _____

NOTARY PUBLIC

Recorded for Record	_____	19____
Book	_____	Page _____
Records of _____	_____	County, Ohio
County Recorder:	_____	MM

RECEIVED FOR RECORD
APR 1 1971 APR 2 1970
RECORDED PAGE 272
VOL. 272
MARGARET MANNSAH
Recorder of Trembuhl County, Ohio
300

DATE _____ 19____

OIL AND GAS LEASE
From _____
To _____

711072
INDEXED 162628
COMPARED

STATE OF _____ }
COUNTY OF _____ } ss.

(Corporation—Ohio)

Before me, a Notary Public in and for said county and state, personally appeared _____ and _____ the _____ President and _____ Secretary, respectively, of the above named corporation, 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 free act and deed of said corporation and of themselves as such officers, for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at this _____ day of _____, 19____.
My Commission Expires: _____

NOTARY PUBLIC

This instrument was prepared by: *Murphy Oil Co.*

Agreement Made this 2 day of July A. D. 1967 by and between Mary Jochman (Widow)

of R.D.# 1 Diamond, Ohio hereinafter called the Lessor, and Murphy Oil Company, Box 474, Worthington, Ohio hereinafter called the Lessee.

WITNESSETH That the said Lessor, for and in consideration of the sum of one Dollars 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 unto the said Lessee for the sole and only purpose of drilling and operating for Oil and Gas, and all the constituents thereof, and of laying pipe lines, and of building tanks, stations and structures therein and thereon, to procure, take care of, transport and market the said products for a period of 10 years from the date hereof subject to the conditions and stipulations hereinafter contained, and as much longer thereafter as Oil and/or Gas can be produced thereon in paying quantities, all that certain tract of land situated in

Section 121 Township Milton County Mahoning and State Ohio bounded substantially as follows:

North by lands of Sickla & Spessil Farms East by lands of Newton Falls Rd. South by lands of Stoltz Rd. West by lands of Force Farm containing 130 acres, more or less.

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

IN CONSIDERATION OF THE PREMISES, the said Lessee covenants and agrees to deliver to the credit of the Lessor, as royalty, free of cost, in the pipe line to which the wells drilled by the Lessee may be connected the equal one-eighth part of all Oil and/or Gas produced and saved from said leased premises.

Lessor may lay a line to any one gas well on said lands and take 200,000 cubic feet of gas per annum free that is produced from said well for use for light and heat in one dwelling house on said land, at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee. Lessor is to lay and maintain the service line and furnish regulations and other necessary equipment at his own expense.

In case no well is commenced within 6 Months from the date hereof, then the lease shall become null and void unless the Lessee shall pay to the Lessor in advance the sum of One hundred thirty (\$130.00) Dollars as a rental hereon, and when so paid to keep in good standing the primary term hereof for 1 year at a time and no longer.

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 Mary Jochman R.D.# 1 at Diamond, Ohio

If Lessor owns less than a full interest in the entire undivided fee simple estate herein, then the Lessor hereof shall be paid that portion of royalty or rental or other moneys hereof in proportion to its interests in the whole.

Lessee is to have the privilege of using sufficient oil, gas, or water, for operating the premises and the right at any time during the term of this lease or within a reasonable time after its surrender or expiration to remove any machinery or fixtures placed on said premises, and further, upon payment to the Lessor of One Dollar and all amounts due hereunder, Lessee shall have the right to surrender this lease by quit-claiming to Lessor, or by filing for record in the County where the lease is recorded, the quit-claim of surrender, either of which shall be valid and complete surrender of this lease as to all of the said premises and a cancellation of all liabilities under same of each and all parties hereto.

In the event that the land leased under this agreement is less than 80 acres, then the Lessor agrees if Gas or Oil is found to allow the unitization of said tract of land with adjoining tract or tracts of land to form a drilling and producing unit of more than 80 acres of land but not in excess of 80 acres of land.

Lessee agrees to pay for damage caused hereunder to growing crops, fences and tile. Lessee agrees to bury all pipe lines in cultivated fields on said tract below plow depth.

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

IN WITNESS WHEREOF, the parties hereunto set their hands and seals. Signed and Acknowledged in the presence of:

Handwritten signatures and names: Robert L. Jones, Fred J. [unclear], Mary Jochman (SEAL), [unclear] (SEAL), [unclear] (SEAL), [unclear] (SEAL), [unclear] (SEAL), [unclear] (SEAL)

THIS INSTRUMENT PREPARED BY A. L. JONES

STATE OF Ohio }
County Washington } ss

On this 17 day of Aug, A. D., 1960, before me, a Notary Public in and for said County, personally appeared the said Mary Gochman

above named and acknowledged that she did sign and seal the foregoing instrument and that it is her free act and deed.

Witness my hand and official seal, the day and year aforesaid.

3-17-72

Paul J. Blalock
Notary Public



STATE OF _____ }
County _____ } ss

On this _____ day of _____, A. D., 196____, before me, a Notary Public in and for said County, personally appeared the said _____

above named and acknowledged that _____ did sign and seal the foregoing instrument and that it is _____ free act and deed.

Witness my hand and official seal, the day and year aforesaid.

Notary Public

ASSIGNMENT OF LEASE

For and in consideration of the sum of one dollar to me in hand paid, I do hereby sell, assign and transfer all of my right, title and interest in the within oil and gas lease on and to _____, heirs, successors and assigns:

Witness my hand this _____ day of _____, 19____

WITNESS:

STATE OF OHIO }
COUNTY OF _____ } ss

Personally appeared before me, a _____ in and for said County _____

who acknowledged the signing of the foregoing instrument to be _____ voluntary act and deed for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and affixed my seal this _____ day of _____, A. D. 19____

My commission expires _____

Notary Public, Justice of the Peace

861376
162745

No. _____	Acres _____
Oil and Gas Lease	
From <u>Mary Gochman</u>	To <u>Murphy Oil Company</u>
Office <u>(Gochman)</u>	<u>Box 4474, Washington, Ohio</u>
Date <u>17</u> , 19 <u>60</u>	Terms _____ Years _____
LOCATED	
REASONING	
Rec'd for Record <u>NOV 16 1970</u>	196
<u>@ 10:45 A.M.</u>	
Recorded <u>NOV 17 1970</u>	196
Book <u>158</u>	Page <u>521</u>
HORACE G. TETLOW RECORDER YOUNGSTOWN, OHIO	
<u>\$ 3.00</u>	