

L.B. Vol. 15 Pg. 307

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Wm. Cowan.

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O. W. Phillips Gas and
Oil Co.

Agreement, made this 14th day of Oct. 1904, by and between
Wm. Cowan of Armstrong County, Pennsylvania, hereinafter
designated as first party, and the O. W. Phillips Gas and
Oil Company, a Pennsylvania corporation, whose principal
office is located at Butler, Pa., hereinafter designated as second party.

Witnesseth, that the said first party, for and in consideration of one dollar in
hand paid by the said second party, the receipt whereof is hereby acknowledged,
and the further consideration of the agreement hereinafter contained, to be done,
kept and performed by said second party, hereby grants, demises and lets
into said second party, its successors or assigns, the exclusive right to enter
on, drill and operate for oil and gas, and if found in paying quantities,
to take and carry the same away, on all that certain tract of land in North Buff-
alo Township, Armstrong County, Pennsylvania, bounded and described as follows:
On the north by lands of John Henry and George Jack.
On the East by lands of Mrs. E. J. Barnett.
On the South by lands of R. W. Cowan.
On the West by lands of Barnett & Leavell.

Containing sixty-four (64) acres more or less.
To have and to hold the above described premises for the term of three (3) years;
and as long thereafter as oil or gas is produced in paying quantities, or
operations for oil or gas are being conducted thereon, including the right to
drill other wells for the sole purpose of drilling and operating for oil and gas,
together with a right of way to all places of operating and a right of way
for pipe lines to convey oil, gas, water or steam off on or across the same
as long as said second party, its successors or assigns, desires to main-
tain the same; also the right to operate any well on said premises by
shack-work and to connect the same with adjoining property.

On consideration of the above grant, said second party agrees to deliver in pipe
line unto said first party the one eighth part of the oil produced and saved
from premises.
Should any well not produce oil, but produce gas, and the gas therefrom
be sold off the said premises, the consideration to the said first party for the
gas from each well from which gas is marketed shall be at the rate of
three hundred (300) dollars per annum, to be paid quarterly while market-
ed, except while any well shows a pressure of less than 200 pounds per
square inch upon being shut in five minutes in two inch pipes or thirty
minutes in larger pipes, in either of which cases the consideration for the
gas shall be at the rate of one hundred (100) per annum, to be paid quarterly
while marketed. While gas is being sold off these premises, said first party
may have gas free of cost for domestic purposes on said premises to the extent
of 200,000 cubic feet per year, said first party to make the necessary connec-
tions and assume all risk in using said gas. The said second party shall
not be liable for any shortage, or failure in supply of gas for said domes-
tic purposes caused by pumping gas from said premises or otherwise,
and said second party shall have the right to all gas free of cost that
can be saved from producing oil wells. The said first party to have the
free use and enjoyment of the premises except the parts necessary for
drilling and operating, and no wells to be drilled within two hundred

and now, for 1911, for surrender of all your share, see Record Book Vol 1073, Page 120.

part of the buildings now on the lease without consent of said party.
 the said second party to have the right to use water and gas from the premises
 to run its machinery, and the right at any time during or after the term
 of this agreement to remove from the premises all machinery, pipes, lines, buildings and
 fixtures belonging to it, whether placed thereon under this or any former lease.
 This lease is taken in lieu of a former lease now owned by second party, made
 27, 1898, by and between Wm. Cowan and Putney & Walley, and recorded in Armstrong
 County in Lease Book Vol. 6 Page 109, and which said former lease is by the con-
 sent of both parties hereto hereby cancelled and surrendered. Under said
 former lease two gas wells were drilled and the right to operate them the
 same as if they had been drilled under this lease is hereby granted.
 Recd \$150⁰⁰ being in full for royalty on above mentioned wells to January
 14th 1905.

All conditions and agreements herein contained shall be binding on the heirs,
 executors, administrators or assigns of said first party, and upon the success-
 ors or assigns of said second party.

In witness whereof, the said first party has signed and sealed this
 contract, and the said second party has caused the same to be signed
 by its President or Secretary the day and year aforesaid:
 signed sealed and delivered in presence of

Wm Cowan (Seal)

Peter Herx.

State of Pennsylvania)
 County of Armstrong) S.S.

On this 14th day of October 1904, before me a notary Pub-
 lic in and for said County, personally came Peter Herx the subscrib-
 ing witness to the execution of the within lease, who being duly sworn
 says that he did see the above named Wm Cowan, sign, seal, and
 as his act said deed delivered the same for the purpose therein set forth,
 and that the name of this deponent thereto subscribed, as a witness
 is of this deponent's own proper handwriting.

Given and subscribed before me the day and year above written.

Witness my hand and seal.)

Myrtle W. Thompson (Seal)

notary Public.

my commission expires Feb. 27, 1905,

Peter Herx

Recorded. Oct 15th 1904.

Simon Eseman.
 - To
 J. W. Phillips Gas
 and Oil Co.

Agreement, Made this 10th day of October 1904, by
 and between Simon Eseman of Armstrong County,
 Pennsylvania, hereinafter designated as first party,
 and the J. W. Phillips Gas and Oil Company, a
 Pennsylvania corporation whose principal office is located at Butler, Pa.
 hereinafter designated as second party.

Witnesseth, that the said first party, for and in consideration of one
 dollar in hand paid by the said second party, the receipt whereof
 is hereby acknowledged, and the further consideration of the agreement
 hereinafter contained, to be done, kept and performed by said second

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Lessor's operation of the above described tract Lessor agrees at the option of Lessee, and after receipt of written notice, to discontinue the use of the gas reserved and to accept in lieu thereof and in full consideration therefor, a cash payment of Seventy-Five (\$75.00) dollars per annum.

7. **(Directions For Payment)** All payments hereunder may be made direct to the Lessor, or deposited to his credit, or the credit of his respective heirs or assigns in _____

(Bank) of _____

or by check or draft payable to the order of J. Paul Kimmel

and mailed to Shalonta, Pennsylvania

8. **(Surrender)** It is agreed that said Lessee may at any time remove all machinery and fixtures placed on said premises; and further, upon the payment of one (\$1.00) dollar and all amounts due hereunder Lessee shall have the right to surrender this lease at any time as to all or any part or parts of the land covered by the same and thereupon shall be released and discharged from all payments, obligations, covenants and conditions herein contained whereupon this lease shall be null and void as to the land in respect to which a surrender is made except that Lessee may continue to use the pipe line rights herein granted upon payment of one (\$1.00) dollar per rod to Lessor for right of way for the same. Lessor agrees that the recordation of a deed of surrender in the proper county, and the mailing in the Post Office of a check payable as above provided, for said sum or sums and all amounts then due hereunder, shall be and be accepted as full and legal surrender of the Lessor's rights under this lease, or under the portion surrendered.

9. **(Outstanding Interests)** Said Lessee shall not be required in any event to increase the delay rental, storage rental, or the gas or oil royalty payments hereunder, by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by said Lessor or by his predecessors in title or otherwise; and if the Lessor does not have title to all the oil and gas in the leased premises or to the storage rights herein leased, there shall be refunded such part of all payments made by the Lessee hereunder, as shall be proportionate to the outstanding title, and payments thereafter to be made shall be reduced in the same proportion.

10. **(Conveyance Of Premises)** In case of a conveyance of all or a part of the premises leased, the Lessee may continue to make all payments to Lessor until furnished with the original or a certified copy of any such deed of conveyance or other documents or proof to enable Lessee to identify the land conveyed as being all or part of leased land, or on written notice of any such conveyance, may hold all payments until furnished with such copy and other documents and proof, and shall apportion the delay rental, storage rental and royalty, in case of any division, according to acreage.

11. **(Adverse Claim)** In case of notice of, or an adverse claim to the premises, affecting all or any part of the rentals, storage rentals or royalties, Lessee may withhold payment or delivery of the same until their ownership is determined by compromise, or by final decree of a court of competent jurisdiction, and to this end Lessee may file a petition for interpleader.

12. **(Entire Contract)** It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no verbal warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this agreement.

13. **(Heirs And Assigns)** All terms, conditions, limitations and covenants between the parties hereto shall extend to their respective heirs, successors, personal representatives and assigns.

In Witness Whereof the parties to this agreement have hereunto set their hands and seals the day and year first above written.

WITNESS:

V.E. Schall
V.E. Schall

J. Paul Kimmel (SEAL)
Myrtle M. Kimmel (SEAL)

New York State Natural Gas Corporation
BY E.S. [Signature] Vice President

OIL AND GAS LEASE AGREEMENT

09.10.16

THIS OIL AND GAS LEASE AGREEMENT (this "Agreement") made and entered into this 7th day of March, 2011, by and between Michael A. & Stacey K. Stoltz of 1118 Pine Lane, Worthington Pa. 16262 (individually or collectively, "Lessor"), and BLX Inc., with offices at 233 North Park Drive, Kittanning, Pennsylvania 16201 ("Lessee").

WITNESSETH:

1. **Leasing Clause.** Lessor, in consideration of One (\$1.00) Dollar in hand paid by Lessee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grant and convey unto Lessee, its successors and assigns, all the oil, gas, surface and Drilling and Operating Rights (as hereinafter defined) in, on and under all that certain piece, parcel or tract of land situated in West Franklin Township, Armstrong County, Pennsylvania, bounded and described as follows:

On the North by lands of N/F Bruce and Joyce Silagvi

On the East by lands of N/F Small Lots

On the South by lands of Small Lots

On the West by lands of N/F James & Dorothy Osterling

Also described as or as part of Tax Map No.49-104.01-01-1 (together with all lands and interests therein owned or claimed by Lessor and pertaining to the above described lands, the "Property"). For the purpose of calculating the delay rental and royalty payments provided for under this Agreement, the Property is estimated to comprise 11.38 acres, whether it actually comprises more or less. If Lessee determines from governmental property maps, assessment data, deed descriptions or surveys that the actual acreage is more or less than the estimated acreage set forth above, Lessee shall so notify Lessor and from and after the date of such notice, the actual acreage shall be used to calculate any delay rental and royalty payments.

2. **Drilling and Operating Rights.** Lessee is hereby granted the exclusive right of drilling and operating the Property (alone or co-jointly with neighboring lands or lands that may be unitized with the Property under this Agreement) for producing oil and gas by any means (whether currently existing or later developed), together with any and all rights necessary, useful, convenient or incident thereto, including but not limited to the right to: conduct geological and/or geophysical surveys and explorations on the Property by seismograph, core test, gravity, magnetic or other methods; to inject gas, air, water, brine or other fluids or substances into the subsurface strata of the Property for the purpose of producing and recovering oil and gas; drill new wells, plug, abandon and remove wells, recondition producing wells, redrill and use abandoned wells, pipe and equipment on the Property, construct, maintain, repair and/or replace production facilities (of any kind or nature whatsoever), including but not limited to power lines and pipelines leading from adjoining land on and across the Property, which rights shall continue at Lessee's option (to be exercised by continued use of such production facilities or by written notice to Lessor) after the termination or surrender of this Agreement, in whole or in part. Lessee is also granted the exclusive right to remove (at any time and from time to time) any of the production facilities (including casing and tubing) and to use water, oil and gas from the Property for operating purposes free of cost; and to remove the same (at any time and from time to time) from the Property. Lessee is granted the right to use sand, gravel, rock and other materials and substances on the Property free of cost and to remove the same for use off of the Property based upon mutual compensation therefore to Lessor. In connection with Lessee's exercise of its Drilling and Operating Rights, Lessor releases Lessee from all damages to land, surface, improvements, timber, crops and waters; provided that, if prior to the drilling of a well on the Property, Lessee constructs a meter site, pipeline or roadway on the Property for the benefit of adjoining or other lands, Lessee shall pay Lessor for such Production Facilities at the rate of Two Hundred (\$200.00) Dollars per meter site and Five (\$5.00) Dollars per rod for pipelines and roadways, which payments Lessor shall retain as liquidated damages. When used in this Agreement, the phrases "oil, gas", "oil and gas" and "oil or gas" includes oil and gas, casinghead gas, casinghead gasoline, helium, carbon dioxide, gaseous sulfur compounds, coal bed methane gas, condensate, distillate and any and all hydrocarbons, products or constituents thereof or those produced or associated therewith, regardless of depth, formation, horizon, zone or stratum. All of the rights described in this paragraph shall be referred to as "Drilling and Operating Rights".

Also, together with: THIS LEASE IS FOR ALL OIL AND GAS FORMATIONS THAT SHALL BE LOCATED FROM 500 FEET ABOVE THE TULLY LIMESTONE FORMATION TO THE CENTER OF THE EARTH. "DEEP OIL & GAS LEASE"

3. **Term.** Lessee's Drilling and Operating Rights shall be for a term of ten (7) years from the date hereof and as long thereafter as: oil or gas or either of them is produced from any part of the Property or lands pooled or unitized therewith; operations for the production of oil or gas are conducted on any part of the Property or lands pooled or unitized therewith; Lessee shall continue to pay Lessor Delay Rentals (as hereinafter defined); all oil and gas has been removed from the Property or lands pooled or unitized therewith, or this Agreement is otherwise extended or maintained in full force and effect by any other provision hereof, whichever shall last occur. If Lessee fails to commence drilling operations on the Property or lands pooled or unitized therewith within ten (7) years of the date of this Agreement, this Agreement shall become null and void unless at the expiration of such ten (7) year period, Lessee has pending with the appropriate authorities an application for a drilling permit and within a reasonable period of time after such permit is issued, Lessee commences and continues with diligence the exercise of its Drilling and Operating Rights.

4. **Unitization.** Lessee is hereby granted the right to pool and unitize all or any part of the Property (as to any one or more depths, strata, horizons, zones or formations) with any other lease or leases, land or lands or oil and gas estates whether contiguous or non-contiguous, leased or unleased, owned by Lessee or others, so as to create one or more drilling or production

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BLX, Inc. Mail To
233 North Park Drive
Kittanning, PA 16201

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NOW THEREFORE, This Indenture Witnesseth that the said , Executor as aforesaid, for and in consideration of the sum of Four Hundred and Fifty Thousand Dollars and No Cents (\$450,000.00), lawful money of the United States to him in hand paid by the said Grantee, at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released and confirmed, and by these presents, by virtue of the power and authority in Ronald S. Zorich vested by the Probate, Estates and Fiduciaries Code of the Commonwealth of Pennsylvania, and in the Grantors named herein individually, together do grant, bargain, sell, alien, release and confirm unto the said Grantee, it successors and assigns, the following tract of land:

ALL that certain piece, parcel or tract of land situate in the Township of East Franklin, County of Armstrong, Commonwealth of Pennsylvania, bounded and described as follows:

BOUNDED on the North by lands now or formerly of Deemer; on the East by lands now or formerly of Margaret Fennell Heirs; on the South by lands now or formerly Elizabeth Bowser Heirs; and on the West by lands now or formerly of Mildred McCollum. Containing 100 acres more or less. (Being the description of the premises contained in the Decree of Distribution referenced below.)

BEGINNING more fully and accurately described in survey of Robert A. Farster, R.P.L.S. dated March 31, 2007 as follows: Beginning at an iron pin, said iron pin being the southwest corner of the herein described tract of land, thence along line of other lands of Joseph A. Mateer, Jr. North 4° 21' 9" West, a distance of 1,535.46 feet; thence along lands of Mark N. DeForno North 5° 4' 38" West a distance of 1,775.50 feet to an iron pin located at the northwest corner of the herein described tract of land; thence continuing along lands of Mark W. DeForno North 84° 28' 34 " East a distance of 810.70 feet; thence along lands of C.H. Snyder Company North 84° 5' 9" East a distance of 548 feet to an iron pin, said iron pin being the northeast of the herein described tract of land; thence along lands of Scott M. Callen South 5° 8' 27" East a distance of 3,334.64 feet to an iron pin, said iron pin being the southeast corner of the herein described tract; thence along line of lands of C.H. Snyder Co. and lands of the Croyle Cemetery Association South 85° 56' 17" West a distance of 767.43 feet to an existing stone; thence along lands of Thomas P. Richey South 84° 32'17" West a distance of 614.45 feet to an iron pin, the place of beginning. Containing 103.954 acres.

TOGETHER WITH all the oil and gas, coal and other subsurface minerals, in, on and under the above described tract of land.

TAX MAP NO. 083.00-01-22.

BEING the same parcel of land that vested in Joseph A. Mateer a/k/a Joseph A. Mateer, Jr. by Decree of Distribution in the Estate of his mother, D. Irene Mateer dated ??? and recorded in Armstrong County Record Book Volume 559, page 316.