#### OIL AND GAS LEASE



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MADE and entered into the 7th day of May, 2002 A.D., by and between John S. and Charlotte L. Wright, husband and wife, of Blackberry Ridge Farm, 51 Blackberry Lane, Jeannette, PA 15644, parties of the first part, hereinafter called the Lessor, and ARK Resources, LP, a Pennsylvania limited partnership, of P.O. Box 69, Indiana, Pennsylvania 15701, party of the second part, hereinafter called the Lessee

WITNESSETH: That the Lessor, for and in consideration of the sum of One (\$1.00) Dollar in hand well and truly paid by the Lessee, the receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the Lessee to be paid, kept and performed, has leased and let and by these presents does lease and let unto the Lessee for the purpose of drilling and operating for and producing oil and gas.

With the right to open, repair, maintain, and use a roadway or roadways to wells or well locations on this land; the right to conduct geological and geophysical surveys and explorations; the right to construct, lay, maintain, operate, change, and remove pipelines and all other facilities over and through said lands; and with all other rights and privileges, including free oil, gas, and gasoline from the land, necessary or convenient for the operation of this land alone or conjointly with other lands for the transportation of oil or gas produced from said land or other lands. These rights are hereby granted on the condition that a well or wells producing oil and/or gas is/are drilled on the leasehold and extend for the duration of the term stated below.

The leasehold is defined as all that certain tract of land situate in Hempfield Township, Westmoreland County, and State of Pennsylvania, and owned by the Lessor, Identified for tax purposes as 50-13-82, and bounded substantially by the following lands:

North: N/F Dennis Kelley, N/F Ronald Pletcher, and several small tracts of land

East: N/F Menear Inc.

South: N/F William and Louise Nunn and N/F Blackberry Pond Corporation

West: N/F Blackberry Pond Corporation and N/F Ronald Pletcher

Containing 28 acres, more or less, reserving, however, two hundred (200) feet from dwelling houses and barns now on the premises, on which no oil of gas well shall be drilled by either party except by mutual consent. All of the working interest (7/8) of the oil produced and recovered and all of the gas (subject to the reservation or exception of gas for the Lessor's own use as hereinafter set forth) produced and recovered under the terms of this lease are hereby granted, bargained and sold unto the said Lessee. The leased premises may be fully and freely used by the Lessor for residential, agricultural, or any and all other purposes, including roadways and other facilities that are shared by the Lessor and Lessee, excepting such parts used exclusively by the Lessee in operating hereunder.

- 1. LESSOR'S COVENANTS. The Lessor hereby covenants that he is seized of an indefeasible fee simple estate in the land hereinbefore described, and that the Lessee shall have the exclusive, full, free and quiet possession of said described premises for the purposes and during the term herein set forth. The Lessor further agrees that the Lessee at its option may pay and discharge, when defaulted, any taxes, mortgages or other liens existing, levied or assessed on or against the above described lands, and in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.
- 2. TERM. It is agreed that this lease shall remain in force for the term of one (1) year from date of execution and as long thereafter as the above described land is operated by the Lessee in the production of oil and/or gas within the leasehold. Upon the drilling of a well on the leased premises yielding no royalty, the Lessee may continue to hold the lease by the continued payment of the delay rental for a further term of one (1) additional year after the expiration of the initial term above mentioned. Furthermore, upon the existence of a producing well or wells on the leasehold, the lease may not be perpetuated by the payment of shut-in royalties for a cumulative period exceeding two (2) years. Any individual periods of shut-in that are the result of events beyond the control of the Lessee or periods of shut-in that the Lessor agrees to not consider will not be used in the cumulative shut-in period. The lease will remain in effect until plugging operations are completed on the final producing well on the leasehold. The Lessee, their heirs or assigns, will make the sole determination as to whether a producing well holding the said leasehold has surpassed its economic potential and commence, in a prudent manner, plugging operations within and no greater than one (1) year from the point of which the final well on the leasehold has been abandoned. The Lessee shall, at their cost and expense, prepare, execute, and record any such ending of the lease and release of any rights or claim on the leasehold upon the ending of the term or plugging of any well that would result in the termination of the lease.
- 3. PAYMENT TO LESSOR. In consideration of the premises the Lessee covenants and agrees as follows:

ROYALTIES: (Oil) To deliver to the credit of the Lessor, their heirs or assigns, free of cost, in the pipeline to which the Lessee may connect its wells, a royalty of the equal of one-eighth (1/8) part of all oil produced and saved from the leased premises.

(Gas) To make the following payments of royalty for or on account of wells producing gas: To pay a royalty equal to one-eighth (1/8) of the value of all gas produced, saved, and marketed. The time and method of marketing gas produced from any well on the leased premises and the amount thereof that shall be used or marketed within any period of time shall be entirely within the discretion of the Lessee.

SHUT-IN ROYALTY: If any well or wells on the leasehold are capable of producing gas and are shut-in and no gas is produced from the leasehold and no other payments are being made under any other provisions of the lease, the Lessee covenants and agrees to pay a royalty at the rate of Thirty Five Dollars (\$35.00), quarterly in advance, beginning thirty (30) days from the date any well or wells are shut-in and each three months thereafter during the shut-in period.

**DELAY RENTAL:** The Lessee covenants and agrees to pay a prorated rental for the leasehold at the rate of Thirty Five Dollars (\$35.00), quarterly in advance, beginning thirty (30) days from the date of execution, until a well yielding royalty to the Lessor is drilled on the leased premises. Any rental paid for time beyond the date of completion of a well yielding royalty shall be credited upon the first royalty due upon the same. It is agreed that the Lessee may drill or not drill on the leased premises, as it may elect, and that the consideration and rentals paid and to be paid constitute adequate compensation for such privilege.

- 4. GAS EXCEPTED. The Lessor hereby excepts and reserves from one well on said land producing gas, three hundred thousand (300,000) cubic feet of gas per year or such part thereof, for use as the Lessor elects, at the Lessors own risk; subject, however, to the use, operation, pumping, and right of abandonment by Lessee of its wells and pipelines on the premises. The Lessor may at his own expense and upon written application, secure such gas by a service line laid to and connected either to any such well on said land or to the Lessee's pipeline leading from such well to market, the point of connection to be agreed to by the Lessee and Lessor. If the Lessor in any year uses gas in excess of the quantity reserved or excepted, the Lessor shall pay for the same at the local prevailing wellhead price. In case of default in payment for gas used in excess of (300,000) cubic feet for one existing producing well, the Lessee is hereby authorized to deduct the amount thereof from any royalty or other payments that are then due or may later become due, under the terms of this lease, but the Lessee assumes no obligation to furnish the Lessor with gas in excess of the quantity reserved or excepted. The measurement and regulation shall be by meter furnished by the Lessee and regulators furnished by the Lessor and set at the tap on the well or line.
- 5. DIRECTIONS FOR PAYMENT. All production royalty payments will be made on a monthly basis and shut-in and delay rental payments will be made on a quarterly basis. All payments will be promptly paid and mailed directly to the Lessor by check or draft payable to the order of John S. and Charlotte L. Wright, Blackberry Ridge Farm, 51 Blackberry Lane, Jeannette, PA 15644.
- 6. SURRENDER. It is agreed that the Lessee may at any time, after certified written notification to the Lessor at least 60 days prior to the planned surrender, remove all machinery and fixtures placed on said premises; and further, upon the payment of One Dollar (\$1.00) and all amounts due hereunder, the 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. The 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 shall be accepted as full and legal surrender of the Lessee's rights under this lease, or under the portion surrendered. The Lessee shall, at their cost and expense, prepare, execute, and record such surrender upon every partial and/or total surrender of the lease.
- 7. TRANSFERS AND ADVERSE INTERESTS. In case of a conveyance of all or part of the premises leased, the Lessee may continue to make all payments to the Lessor until furnished with the original or a certified copy of any such deed of conveyance or other documents or proof to enable the Lessee to identify the land conveyed as being all or part of the 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, and royalty, in case of any division, according to acreage. The Lessee shall not be required in any event to increase the delay 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 the 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, 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. In case of notice of, or an adverse claim to the premises, affecting all or any part of the rentals, or royalties, the 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 the Lessee may file a petition for interpleader.

It is agreed that all terms, conditions, limitations, and covenants between the parties hereto shall extend to their respective heirs, successors, personal representatives, and assigns, that the entire contract and agreement between the Lessor and Lessee is embodied herein, and that no verbal warrantles, representations, or promises have been made or retied upon by the Lessor or the Lessee supplementing, modifying, or as an inducement to this agreement. It is agreed that the Lessee will inform the Lessor of any transfer, assignment, or other change in any right, title, or interest and will provide a record of any such change in the lease.

- 8. OTHER. Notwithstanding anything in the above lease terms and conditions to the contrary, it is agreed and understood that the additional provisions are as follows:
- 1. All well locations, access roads, pipelines, fences, gates, utilities, and all other facilities necessary for the execution and operation of any Lessee activities within this leasehold will be as agreed between the Lessor and Lessee. The Lessor and Lessee will also agree, prior to any activities, to the limits of clearing, land disturbance, and location and arrangement of all facilities that will disturb or effect the land surface.
- 2. The Lessee understands that private drives, access roads, and pipeline and utility easements already exist upon the leasehold. Therefore, it is understood that the Lessee will use the existing access roads and easements to the extent practical and will upgrade and maintain the shared roads when necessary for the normal oit and gas field operations of the lease.
- 3. The size and location of aboveground tanks and other wellhead equipment will be selected to meet the necessary operation of the well or wells while providing the lowest vertical profile and maintaining aesthetic value of the property. The Lessee will maintain, clean, and paint all aboveground and visible equipment and keep all equipment in good working order and well-maintained condition throughout the period that the equipment and lease is in effect. The Lessee further will repair all wells, aboveground equipment, buried pipelines, and all other equipment and lacilities located on the leasehold in a timely manner; including but not limited to exposed pipe and leaking pipe sections.
- 4. All equipment used in the normal operation and production of oil, gas, any other product related to the lease, or any other operational function, shall be passive in operation, and the use of pumps, derricks, generators, compressors, or any other noise generating or mechanical devices is not permissible unless agreed between the Lessor and Lessee.
- 5. The Lessee will remedy, restore, or compensate for any damage to dwellings, structures, fences, crops, trees, and any other improvements on the property that is result of the installation, operation, production, or abandonment of any provisions of the lease.
- 6. The Lessee will remove any and all materials, supplies, or other equipment on the leasehold that are not in use or to be used as part of the normal operations of the leasehold. The Lessor may remove any said equipment after 60 days upon written notice by Lessor at Lessees own expense.
- All pipelines shall be laid at least 3 feet below the restored ground surface to allow for proper agricultural use of land.
- 8. The Lessor will provide final and accurate land, boundary, and physical feature survey information to the Lessee within a reasonable period of time after completion of all facilities and upon the modification of any facilities during the operational period of the lease.
- 9. Any and all mineral survey, geological, production information and records; along with permit applications, permits, plans, submittals, and planning correspondence that are a part of the public record, as well as any information that is provided to the PADEP or other regulatory agencies will be provided to the Lessor by mail at the address listed within this lease.
- 10. All liability resulting in any claims or cost on the leasehold from the execution and operation of this lease will be the responsibility of the Lessee and will be covered by the Lessee or their insurance. No liability or claims against or by the Lessee or any agent, subcontractor, or other entity working for or with the Lessee can be transferred or assessed to the Lessor.
- All abandoned or plugged wells will be marked in a manner that is acceptable to both parties and is in compliance with PADEP regulations.
- 12. Resources that are produced from the leasehold will not be unitized, pooled, or in any other way considered or combined with any other resources, formations, or wells unless agreed to by the Lessor and Lessee.
- 13. Storage rights are not implied, granted, or conveyed within this lease unless negotiated and agreed to by both parties and a modification to the lease is recorded.
- 14. In the event that a gas well is located either on the eastern or western portion of the leasehold divided by a private road known as Blackberry Lane, thereby keeping the lease in force, and a second gas well is not located on the other portion of the leasehold divided by the said road, the portion of the leasehold without a gas well will be surrendered at the end of a period of two (2) years from the date of execution of this lease, unless otherwise agreed to by the Lessor and Lessee.
- 15. The Lessee will, unless agreed to by the Lessor and Lessee or part of separate easement or right-of-way, remove any and all equipment, pipelines, and all other facilities that are placed on the leasehold as part of this lease. Such removal will be after production within the leasehold has ceased and the last production well is abandoned, but prior to the ending of the term or termination of the lease. The only facilities that may remain within the leasehold upon the ending of the lease are properly abandoned, plugged, and marked well locations as well as shared access roads used by the Lessor. Final restoration of the weil locations and disturbed areas will be as suitable to the land use at the time of plugging and termination of the lease.

IN WITNESS WHEREOF the parties to this agreement have hereunto set their hands and seals the day and year first above written. (SEAL) Raymood M. Follado Vice President; Exploration & Development ARK Resources, Inc., General Partner STATE OF PENNSYLVANIA 88: **COUNTY OF WESTMORELAND** On this 7th day of May, 2002, before me, a Notary Public, personally appeared John S. Wright, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that the instrument was executed for the purposes therein contained. WITNESS my hand and official seal. Notarial Seal Shery A. Bentz, Notary Public Invin Boro STATE OF PENNSYLVANIA SS: **COUNTY OF WESTMORELAND** On this 7th day of May, 2002, before me, a Notary Public, personally appeared Cracelle Wright, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that the instrument was executed for the purposes its reinfo contained. WITNESS my hand and official seal. **Notary Public** Notarial Seal Shery A. Bentz, Notary Public Vin Boro, Westmoraland County Commission Expires Oct. 16, 2004 **ACKNOWLEDGMENT** STATE OF PENNSYLVANIA 35: **COUNTY OF WESTMORELAND** On this 7th day of May, 2002, before me, a Notary Public, personally appeared Raymond M. Follador, who acknowledged himself to be the Vice President of ARK Resources LP, a Pennsylvania Partnership, being duty authorized to do so, he executed the foregoing instrument for the corporation use on its behalf for the purposes contained therein. IN WITNESS WHEREOF, I have hereunto set my hand and official seal. Notary Public

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Notarial Seal
Shery A. Bentz, Notary Public
Invin Borb, Westmoreland County
My Continents of Expres Oct. 16, 2004
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# EXTENSION OF OIL AND GAS LEASE



## KNOW ALL MEN BY THESE PRESENTS

That the undersigned, being the Lessor in that certain Oil and Gas Lease of record as Instrument #200207180046600 of the records of Westmoreland County, Pennsylvania, for and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, does hereby extend the primary term of the said Oil and Gas Lease for an additional period of One (1) year after the expiration of the original said Oil and Gas Lease. The expiration date of the primary term for the said Oil and Gas Lease, originally set forth as May 6th, 2003, is therefore extended to May 611, 2004.

It is the intent and purpose of this instrument that the said Oil and Gas Lease shall be extended, amended, and ratified in all matters and things as if the primary term originally stated in said Oil and Gas Lease included the additional period of time stated herein. The undersigned grant and lease to the Lessee, ARK Resources, LP, a Pennsylvania Limited Partnership, any and all interest in and to the leasehold, described in the said Oil and Gas Lease, which the undersigned previously granted to the Lessee, in accordance with each and all of the terms and provisions of the said Oil and Gas Lease, and as fully and completely as if they had been set forth herein, and the undersigned declares for ARK Resources, LP, that the said Oil and Gas Lease is a valid and subsisting lease.

The leasehold covered by the said Oil and Gas Lease recorded as above mentioned and extended by this instrument is defined as all that certain tract of land situate in Hempfield Township, Westmoreland County, and State of Pennsylvania, and owned by the Lessor, identified for tax purposes as 50-13-82, and bounded substantially by the following lands:

North: N/F Dennis Kelley, N/F Ronald Pletcher, and several small tracts of land

East: N/F Monear Inc.

South: N/F William and Louise Nunn and N/F Blackberry Pond Corporation

West: N/F Blackberry Pond Corporation and N/F Ronald Pletcher

To have and to hold the said Oil and Gas Lease and the estates thereby created unto the Lessee, its successors and assigns, for the remainder of the term thereof, as heretofore modified and amended.

WITNESS the following signatures and seals.

WITNESS/ATTEST:

1 of 2

Instr-200301080001637 01/00/2002 P-2 of 2 F:320.50 12:24PH Tom Nurphy 12003001461 Westeoreland County ReporderC

	STATE OF PENNSYLVANIA	)	ss:
GF Denti Hempfick	On this 6 <sup>th</sup> day of January, 20 S. Wright, known to me (or satisfactor the within instrument and acknowledge therein contained.  WITNESS my hand and office Notarial Seal to M. Villi, Notary Public Typ., Westmortland County published Explication	ed that t	ne me, a Notary Public, personally appeared John n) to be the person whose name is subscribed to the instrument was executed for the purposes  M. V. Llu'  Notary Public 1/6/03
	STATE OF PENNSYLVANIA	) ) )	ss:

On this 6th day of January, 2003, before me, a Notary Public, personally appeared Charlotte L. Wright, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that the instrument was executed for the purposes therein contained.

WITNESS my hand and official seal.

Notarial Scal
Denise M. Villi, Notary Public
pfield Twp.. Westmoreland County
Commission Expires Aug. 1, 2006

Notary Public

2012

## NATURAL GAS STORAGE AGREEMENT

MADE and entered into the 23rd day of April, 2003 A.D., by and between John S. and Charlotte L. Wright, husband and wife, of Blackberry Ridge Farm, 51 Blackberry Lane, Jeannette, PA, 15644, parties of the first part, hereinafter called the Grantor, and Dominion Transmission, Inc., a Delaware corporation, of 445 West Main Street, Clarksburg, WV, 26301, party of the second part, hereinafter called the Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of One Dollar and other valuable consideration in hand well and truly paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee certain and specific natural gas storage rights.

WHEREAS, the tract is defined as all that certain parcel of land situate in Hempfield Township, Westmoreland County, and State of Pennsylvania, and owned by the Grantor, identified for tax purposes as 50-13-82, and bounded substantially by the following lands:

North: N/F Dennis Kelley, N/F Ronald Pletcher, and several small tracts of land

East: N/F Menear Inc.

South: N/F William and Louise Nunn and N/F Blackberry Pond Corporation

West: N/F Blackberry Pond Corporation and N/F Ronald Pletcher

Containing 28 acres, more or less, and being the same tract of land of which the Grantor became vested by virtue of title and deed dated September 30, 1991 from The Nature Conservancy recorded in the Recorder of Deeds Office of Westmoreland County (Deed Book Volume 3051, Page 202).

- 1. PURPOSE. This natural gas storage agreement is granted for the purposes of protecting the Grantee's interests related to the existing Oakford storage reservoir, located east of the tract described above, as well as for the potential or actual migration and storage of natural gas within and underlying the tract in a certain horizon or subsurface formation, hereinafter called the storage formation, and specified as the subsurface region commencing two hundred feet (200') above the Murrysville Formation and extending to two hundred feet (200') below the Murrysville Formation within and underlying the tract.
- 2. PROVISIONS. It is the intent of the parties and understood that the Grantee shall have no surface or access rights and privileges within the tract and the use of the surface is not granted, conveyed, leased, or implied in any way for any purposes, except for use of the access road on the property covered by the Road Right-Of-Way Agreement between the parties of this same date. Although use of the tract surface and development of, or active operations for, oil, gas, water, or any other resource from or within the tract subsurface by the Grantee is not implied, granted, or conveyed within this agreement, the migration of natural gas within the said storage formation underlying the tract resulting from natural and induced flow from natural gas storage operations on adjacent storage tracts is permitted.

Any desired use of the surface or operational use of the subsurface of the tract, except as provided above allowing for the migration of gas, by the Grantee for storage or all other operations, such as but not limited to monitoring, exploration, ingress or egress, storage or observation wells, directional drilling or operations from adjacent leaseholds, equipment, pipelines, utilities, transfer stations, extraction and/or injection wells, or any other use of the surface or operational use of the subsurface (including the underlying said storage formation), except as provided above allowing for the migration of gas, is not granted and will require acceptance by the Grantor and a modification to this storage agreement.

Page I of 4



Except for the said storage formation as defined above, this agreement does not form, imply, or grant an exclusive agreement between the parties for oil, gas, or any other resource, nor does this agreement, or any provisions within, restrict, diminish, preclude, or infringe upon the use or development of the property, oil, gas, water, or any other natural resource by the Grantor, or any other party that may be granted, conveyed, leased, assigned, or otherwise be a party to other agreements with the Grantor. If the production, operations, or other activities of any party or parties outside of this agreement will or are planned to effect or penetrate the said storage formation, the said storage formation will be protected as outlined in Item 5 of this agreement, however, this agreement and the provisions and terms within do not prohibit, restrict, or preclude the penetration of the said storage formation. It is understood and recognized by both parties that the tract is currently held under a separate oil and gas production lease between the Grantor and ARK Resources, LP. The said oil and gas lease between the Grantor and ARK Resources, LP, dated May 7, 2002, was recorded in the said county on July 18, 2002 and is identified as Instrument Number 200207180046600. The said oil and gas lease was extended by an Extension of Oil and Gas Lease recorded in the said county on January 8, 2003 as Instrument No. 200301080001637. A subsequent Change of Oil and Gas Lease Description agreement to the said oil and gas lease as agreed by the Grantor and ARK Resources, LP, dated April 23rd, 2003, is executed in conjunction with this storage agreement to allow for and protect the provisions and interests contained within this storage agreement.

The provisions, conditions, and terms of this agreement do not in any way imply, grant, convey, lease, sell, or bargain interest or ownership in oil, gas, water, or any other surface or subsurface formation, interest, or resource from the Grantor to the Grantce, other than the limited use of the said storage formation for the specified use and term within this agreement.

- 3. TERM. This agreement shall remain in force as long as the said storage formation underlying the tract is used by the Grantee for the protection of the associated natural gas storage reservoir or the related potential or actual storage of natural gas. The Grantee, their heirs or assigns, will make the determination as to whether the tract is to be maintained as part of the storage protection area or storage reservoir and may release the tract if the Grantee determines that the tract is no longer required for such use. The Grantee shall, at their cost and expense, prepare, execute, and record any such ending of the agreement and shall release all rights or claim on the tract upon the ending of the term or surrender of the agreement.
- 4. TRANSFERS. It is agreed that the Grantee will inform the Grantor of any transfer, assignment, or other change in any right, title, or interest and will provide a record of any such change in the agreement.
- 5. STORAGE FORMATION PROTECTION. In the event that the Grantor or assigns desire to penetrate, drill through, or similarly effect the said storage formation defined in Item 1 of this agreement, the operator of such well or penetration shall coordinate the penetration with the Grantee and will, if appropriate, comply with all then-existing requirements of Pennsylvania law regarding the drilling of wells within natural gas storage reservoirs. The operator should be aware that significant pressures may be encountered upon reaching the storage formation or horizon, and appropriate equipment should be available and suitable precautions should be taken during such drilling. The storage formation or horizon, defined as the Murrysville Formation within Item 1 of this agreement, will, if appropriate and as agreed by the operator and the Grantee, be cased and cemented at least 200 feet above the top of the storage formation or horizon. Cement must be allowed to sit for at least 36 hours without drilling activity, and a cement bond log should be run to confirm overall cement quality. The Grantce or its assigns must be notified by the operator prior to the commencement of such drilling activity, and is entitled to have an inspector or representative present at all times during drilling and cementing related to the drilling through the storage formation. The operator of such well shall provide copies of all cement bond logs to the Grantee. The Grantee reserves the right to run additional logs or tests at its own expense upon reasonable request. Copies of all logs and documentation collected by the Grantee will be provided to the Grantor.



6. COMPLETENESS OF AGREEMENT. It is agreed that all terms, conditions, limitations, and covenants between the parties hereto shall extend to their respective heirs, successors, personal representatives, and assigns; that the entire contract and agreement between the Grantor and Grantee is embodied herein; and that, except for agreement and payment of other valuable consideration, no verbal warranties, representations, or promises have been made or relied upon by the Grantor or the Grantee supplementing, modifying, or as an inducement to this agreement.

IN WITNESS WHEREOF the parties to this agreement have hereunto set their hands and seals the day and year first above written.

WITNESS/ATTEST:

olin S. Wright

\_(SEAL)

Charlotte L. Wright

Rusell W. Johnson

Manager, Land, Lease and Right-of-Way

Dominion Transmission, Inc.



## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA	) ) ss: )
COUNTY OF WESTMORELAND	

On this 24 h day of April, 2003, before me, a Notary Public, personally appeared John S. Wright, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that the instrument was executed for the purposes therein contained.

WITNESS my hand and official seal.

NOTARIAL SEAL DONALD J. LINGER, Notary Public Salem Twp., Westmoreland County My Commission Expires July 14, 2003

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA	)
COUNTY OF WESTMORELAND	) ss: )

On this 24th day of April, 2003, before me, a Notary Public, personally appeared Charlotte L. Wright, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that the instrument was executed for the purposes therein contained.

WITNESS my hand and official seal.

NOTARIAL SEAL DONALD J. LINGER, Notary Public Salem Twp., Westmoreland Count My Commission Expires July 14, 2003

CORPORATE ACKNOWLEDGMENT

STATE OF PENNSYLVANIA ) ss: COUNTY OF WESTMORELAND

On this 23rd day of April, 2003, before me, a Notary Public, personally appeared Russell W. Johnson, who acknowledged himself to be the Manager of Land, Lease, and Right-of-Way for Dominion Transmission, Inc., a Delaware corporation, being duly authorized to do so, he executed the foregoing instrument for the corporation on its behalf for the purposes contained therein.

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

NOTARIAL SEAL DONALD J. LINGER, Notary Public Salem Tyrp., Westmoreland Count ly Commission Expires July 14, 2003

Page 4 of 4