

ABSTRACT OF JUDGMENT

CASE NUMBER: GV12007586-00

ROCKINGHAM/HARRISONBURG GENERAL DISTRICT COURT

PLAINTIFF(S)

V

DEFENDANT(S)

SHENANDOAH VALLEY ELECTRIC COOPERATIVE

NO SSN

NO DOB

MICHAEL A MARTIN

1286 GOLDFINCH DR

HARRISONBURG, VA 22801

NO SSN

NO DOB

BILLIE J MARTIN

1286 GOLDFINCH DR

HARRISONBURG, VA 22801

NO SSN

NO DOB

THIS IS TO CERTIFY THAT A JUDGMENT WAS RENDERED IN THIS COURT IN FAVOR OF:

PLAINTIFF(S) AGAINST DEFENDANT(S) CONTAINING THE FOLLOWING TERMS:

DATE OF JUDGMENT: 01/08/13

AMOUNT OF JUDGMENT: \$250.56

OTHER AMOUNT: \$0.00

HOMESTEAD EXEMPTION WAIVED: () YES () NO () CANNOT BE DEMANDED

ALTERNATE VALUE OF SPECIFIC PROPERTY AWARDED: N/A

INTEREST: 6 % FROM 05-31-12

COSTS: \$57.00 ATTORNEY'S FEES:

ATTORNEY: JACOB T PENROD

OTHER AWARDED:

I CERTIFY THE ABOVE TO BE A TRUE ABSTRACT OF A JUDGMENT RENDERED IN THIS COURT

.....1/11/13.....
DATE

Christina Hall
Clerk (X) CLERK () JUDGE

EXAMINED
FEB 14 1979

537-296

537-296
Mailed to
Return To: EXXON COMPANY, U.S.A.
708 Stanley Building
1018 Kanawha Blvd., E.
Charleston, W. Va. 25301
A. J. Lambert

C55-766900-001

82

082 0209
Producers 88 - Revised
Virginia

OIL AND GAS LEASE (With Gas Storage Provisions)

THIS AGREEMENT, made and entered into this 28 day of April, 1978, by and between

MAE Z. LISKEY, Widow

whose address is

Route #6, Box 3, Harris onburg, Va. 22801

, hereinafter called lessor (whether

one or more), and **EXXON CORPORATION**

whose address is P. O. Box 2305, Houston, Texas 77001

, hereinafter called lessee; WITNESSETH THAT:

1. Lessor, for and in consideration of One Dollar & Other Valuable Consideration DOLLARS (\$1.00 & OVC), in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state or contained in such oil or gas, and for the purpose of storing any kind of gas as provided in Paragraph 6 hereof, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save, store and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving, storing and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the District of Plains County of Ro kingham

State of Virginia, and being bounded now or formerly substantially as follows, to-wit:

On the North by lands of Ray A. Emswiler Tr. 1-241.88 acres G.D. Baker Tr. 2-72.50 acres
On the East by lands of United States of America Cecil Jackson
On the South by lands of Chance E. Dove L. H. Wittig Est.
On the West by lands of North Fork of the Shenandoah River North Fork, Shenandoah River

It is further understood and agreed between the parties hereto that no operations will be conducted on the leased premises without prior consent of the lessor same herein, whose consent will not be unreasonably withheld.

being the same land conveyed to lessor by deed from Dorcas Breneman, et vir dated May 1, 1933

recorded in Book 154 at Page 439, and by deed from

dated _____ recorded in Book _____ at Page _____, all in the Recorder's Office of said County and State, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all strips or parcels of land owned by lessor which adjoin the lands above described. For the purpose of determining the amount of any delay rentals hereunder, said land shall be deemed to contain 314.88 acres, whether actually containing more or less:

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the above described land or drilling operations are continuously prosecuted as hereinafter provided or said land is used for gas storage purposes as provided in Paragraph 6 hereof. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land and said land is not then being used for gas storage purposes but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced or said land is used for gas storage purposes. If, after the expiration of the primary term of this lease, production from the above described land should cease and said land is not then being used for gas storage purposes, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land or said land is used for gas storage purposes.

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 pipeline 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, and Lessee may sell any royalty oil in its possession and pay Lessor the price received by Lessee for such oil computed at the well; (b) on gas, including casinghead gas or other gaseous substance, produced from said land, and sold or used off the premises for the extraction of gasoline or other product therefrom, or stored by Lessee, the market value at the well of one-eighth of the gas so sold, used or stored by Lessee, provided that on gas sold by Lessee the market value shall not exceed the amount received by Lessee for such gas computed at the mouth of the well, and on gas sold at the well, the royalty shall be one-eighth of the amount realized by Lessee from such sale. If the price of any mineral or substance upon which royalty is payable hereunder is regulated by any governmental agency, the market value or market price of such mineral or substance for the purpose of computing royalty hereunder shall not be in excess of the price which Lessee may receive and retain. No royalty shall be due on any gas or associated hydrocarbons or substances produced from any stratum or strata in which Lessee has stored gas, associated hydrocarbons or substances.

4. If operations for drilling or gas storage are not commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Valley National Bank Bank at

P. O. Box 1292, Harrisonburg, Va. 22801

(which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of Three Hundred Fourteen and 88/100

DOLLARS is 314.88, which shall operate as a delay rental and cover the privilege of deferring the commencement of such operations for 12 months from said date. In like manner and upon like payments or tenders, the commencement of such operations may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the delay rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the delay rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any delay rental date, make a bona fide attempt to pay or deposit delay rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive delay rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the delay rental properly payable for the delay rental period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first delay rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

5. Should the first well drilled on the above described land in an effort to secure production of oil or gas be completed as a dry hole, and the above lands are not at the time being used for gas storage purposes hereunder, then, and in that event, if additional operations for drilling or operations for gas storage are not commenced on said land within 12 months from the expiration of the last delay rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first delay rental date shall be considered as a rental period for which delay rental has been paid), this lease shall terminate as to both parties, unless lessor on or before the expiration of said 12 months shall resume the payment of delay rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of delay rentals, as above provided, the last preceding paragraph hereof, governing the payment of delay rentals and the effect thereof, shall continue in force just as though there had been no interruption in delay rental payments.

6. Lessee shall have the exclusive right to employ any stratum or strata underlying said lands (except any stratum bearing potable water or workable coal) for the storage of any kind of gas, from whatever source obtained, and may for this purpose re open and restore to operation any and all abandoned wells on the premises which may have penetrated such stratum or strata, or may drill new wells thereon for the purpose of introducing and storing any kind of gas in any such stratum or strata and recovering the same therefrom. It is understood that a well need not be drilled on said land to permit the storage of gas. Lessee shall be the sole judge as to whether gas is being stored within the leased premises and lessee's determination in respect thereto shall be final and conclusive. As full compensation for the storage rights herein granted and in lieu of all delay rental or royalty due or to become due on the production or removal of stored gas from the leased premises, lessee agrees to pay lessor an annual rental of \$ 629.76 commencing with the date of first utilization of any such stratum or strata for gas storage purposes and for as long thereafter as any such stratum or strata be so utilized, such annual rental to be paid within three months after the commencement of each annual period of utilization for storage purposes. Lessee further agrees to pay lessor as liquidated damages for the drilling, operation and maintenance of each well on the leased premises which is utilized for the storage of gas, as well as for the necessary or useful surface rights and privileges relating thereto, for the entire term of this agreement, the sum of \$100.00 payable in one sum within three months after each well now existing or hereafter drilled upon the leased premises is so utilized. Lessee agrees to give lessor written notice of the use of the leased premises for gas storage purposes and of the use of any well drilled thereon for gas storage purposes. In the event any stratum or strata utilized for gas storage purposes contains an economically recoverable reserve of native gas, lessee agrees to compensate lessor for his royalty on such gas at the prevailing well head market price in the vicinity at the time lessee gives notice of use of the premises for gas storage purposes for gas of comparable quality, the volume of such gas to be based on an estimate of such reserves by accepted geological methods. The rights granted in this Paragraph 6 are separate and distinct from the other rights granted by this lease, and should lessee fail or make default in any of the covenants, conditions or obligations of lessee, express or implied, relating to gas storage rights, such failure or default shall not defeat or affect this lease insofar as it covers such other rights and, in like manner, should lessee fail or make default in any of the covenants, conditions or obligations of lessee, express or implied, relating to such other rights, such failure or default shall not defeat or affect this lease insofar as it covers the rights granted in this Paragraph 6.

7. If a well capable of producing gas other than stored gas in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut-in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and the lease will continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut-in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of \$50.00, provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

8. The respective amounts of all delay rentals, royalties and other payments hereunder are to be calculated in proportion to lessor's interest in the rights with respect to which each such payment is made, that is, in case lessor owns a less interest in any of the rights which are the subject of this lease than the full and entire interest therein, then the payments in respect to such rights which are herein provided for shall be paid lessor only in the proportion which lessor's interest in such rights bears to the full and entire interest in such rights.

9. If the leased premises are now, or shall hereafter be, owned in severally or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all rentals, royalties and payments provided for hereunder shall be treated as an entirety and shall be divided among, and paid to, such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage.

10. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the successors and assigns of the parties; and in the event of an assignment by lessee, lessee shall be released and discharged as to the leasehold rights so assigned from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of said land or any interest therein or pertaining thereto, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, ratably according to the surface acreage of each, and failure of the leasehold owner or assignee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

11. Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

12. Lessee is granted the right, from time to time while this lease is in force, to pool into a separate drilling or production unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessee thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 840 acres (plus a tolerance of 10%) for gas or

gas-condensate and shall not exceed 80 acres (plus a tolerance of 10%) for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe or permit a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located which declaration of pooling shall constitute a supplement to this lease. The unit shall become effective as provided in said declaration, or if said declaration makes no such provision, it shall become effective upon the date it is filed for record. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from the land covered by this lease which is placed in the pooled area as the amount of the surface acreage in the land covered by this lease which is placed in the pooled area bears to the amount of the surface acreage of the entire pooled area. Nothing herein contained shall authorize or affect any transfer of any title to any leasehold, royalty or other interest pooled pursuant hereto. The commencement of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling affected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprises a part of such pooled unit be also terminated in some effective manner.

13. Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

14. Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet of any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

15. Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

16. All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

17. This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective heirs, devisees, personal representatives, successors and assigns. Reference herein to lessor and lessee shall include reference to their respective heirs, devisees, personal representatives, successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

LESSOR

Mae Z. Liskey (SEAL) SOC. SEC. NO. _____ (SEAL)
MAE Z. LISKEY (SEAL) SOC. SEC. NO. _____ (SEAL)

EXXON CORPORATION

BY E. J. Edwards

This instrument prepared by Mark J. Beccia
 Address 708 Stanley Bldg., 1018 Kanawha Blvd., East, Charleston, Va., 25301

(INDIVIDUAL - VA)

STATE OF Virginia
 County Rockingham OF Rockingham

The foregoing instrument was acknowledged before me this 1st day of May, 19 78, by Mae Z. Liskey

My Commission expires: 7 April 1979

Norman S. Dean
 NOTARY PUBLIC

STATE OF _____

(INDIVIDUAL - VA)

(COUNTY OR CITY) _____ OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

My Commission expires: _____

NOTARY PUBLIC

STATE OF _____

(INDIVIDUAL - VA)

(COUNTY OR CITY) _____ OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

My Commission expires: _____

NOTARY PUBLIC

STATE OF LOUISIANA

(CORPORATION - VA)

PARISH OF ORLEANS
(COUNTY OR CITY) _____ OF _____The foregoing instrument was acknowledged before me this 10th day of July, 1978, byE. W. Howard, Jr.

(NAME OF AGENT)

and _____

(NAME OF AGENT)

Attorney in Fact

(TITLE)

and _____

(TITLE)

respectively, of _____

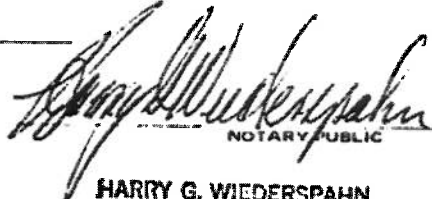
EXXON CORPORATION

(NAME OF CORPORATION)

(STATE INCORPORATED IN)

corporation, on behalf of the corporation.

My Commission expires: _____


NOTARY PUBLIC

HARRY G. WIEDERSPAHN

NOTARY PUBLIC

ORLEANS PARISH, LA.

My Commission is for Life.

VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County. The foregoing instrument was this day presented in the office aforesaid, and is, together with the certificate of acknowledgment annexed, admitted to record this 10 day of November 1978. I certify that taxes were paid when applicable:

Sec. 58-54 - State 11.80 County 1.40 City _____ Transfer _____

Sec. 58-54.1 - State _____ County _____ City _____

Recording 10.00

TESTE: GEORGE W. KEMPER, CLERK.

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