

Adopted 11/15/23

ADDENDUM TO STANDARD LEASE

Due to the specific conditions related to Salt Fork State Park and the Salt Fork Wildlife Area, the Commission adopts the following Terms and Conditions as an Addendum to the Standard Lease, which was adopted by the Commission on April 17, 2023, as set forth in Ohio Adm.Code 155-1-01, with the terms of the Addendum overriding any conflicting terms in the Standard Lease:

A. General Notification Provisions

1. Any reference to “ODNR” or “Department” in the lease addendum refers to the Ohio Department of Natural Resources.
2. All required notices and contact related to operations regulated under R.C. Chapter 1509 and Ohio Adm.Code 1501:9 and referred to in this lease shall be made to the Division of Oil and Gas Management, Ohio Department of Natural Resources, unless otherwise specified.

B. Compliance with Provisions of the Wildlife and Sport Fish Restoration Program

In the event that any parcel subject to the lease agreement is encumbered by the Wildlife and Sport Fish Restoration Program, Lessor will identify those parcels, and Lessee shall coordinate with the appropriate staff at ODNR at each step of the process, including staff at the Division of Wildlife, until all requirements have been met.

C. Well Pad Location

Lessee agrees to evaluate the location of a well pad to be used for development of the Leased Premises under this Lease for purposes of ensuring the safety of visitors to the state property and to adhere to the following:

1. No vertical well pad may be located within 500 feet from any Facility (as that term is defined below), as calculated from the edge of the well pad.
2. No horizontal well pad may be located within 1,000 feet from any Facility (as that term is defined below), as calculated from the edge of the well pad.
3. Prior to commencement of well pad construction, Lessee shall submit to ODNR, Office of Real Estate and Land Management, a plan to address the aesthetic impacts of the well site on any portion of the well site that can be seen from the boundaries of Salt Fork State Park or Salt Fork Wildlife Area.
4. **“Facility,”** for the purpose of this Addendum, means a site designated by the Ohio Department of Natural Resources for recreational use and/or lodging on state-owned land or to support recreational use and/or lodging at the time the state

property was nominated under R.C. 155.33. This includes, but is not limited to: designated beaches, trails, trail heads, boardwalks, boat launches, docks, golf courses, disc golf courses, shooting ranges, public hunting areas, historical sites or structures; buildings utilized by ODNR staff; visitor centers, nature centers, camp stores, picnic facilities, playgrounds, splash pads, lodges, cabins, restrooms, shower houses, and campgrounds; and all public entrances and exits to the property.

D. Protection of Water Resources

1. Water Testing:

- a. Lessee will sample and test all wells and sources of water, including Salt Fork Lake, within a distance of 3,000 feet of the surface location of any well under the following occurrences:
 - i. Prior to the drilling of any well in the unit governed by this lease; and
 - ii. Between sixty (60) and ninety (90) days of the completion of each well or group of wells drilled under this lease.
- b. Prior to engaging a contractor for these services, Lessee and ODNR, Office of Real Estate and Land Management, shall agree on the contractor chosen to perform water sampling and testing.

2. **Damage to Surface Water and Ground Water:** Lessee shall be solely responsible for damage, disturbance, contamination, or injury to any groundwater on the Leased Premises caused by Lessee or Lessee's agents and/or employees and shall correct any such damage at its own costs.

3. **Freshwater Impoundments and Liners:** The lease shall include provisions for freshwater impoundments and liners, which provisions ensure the highest level of environmental protection. These provisions shall include, but not be limited to, the following:

- a. Lessee shall have no right to dig any pits on the Leased Premises;
- b. Any impoundment created after the date of this Lease and within 1,000 feet from the edge of Salt Fork Lake shall: (i) conform to all applicable regulatory requirements (state, local, and federal); and (ii) promptly after completion of operations any backfill and the liners shall be removed and the impoundments shall be drained, prepared for burial, back filled, grated, and planted within ninety (90) days (weather permitting). Lessee shall promptly notify ODNR and all applicable regulatory authorities if any impoundment lining is torn, punctured, or otherwise breached, allowing any fluid contained in an impoundment or designated to be contained in an impoundment to seep, leak, or overflow through or around the liner.

E. Secondary Containment

1. For purposes of this addendum, “Secondary Containment” shall have the same meaning as defined in Ohio Adm.Code 1501:9-4-01(BBB).
2. Secondary Containment shall be used on each well site drilled, completed, or producing from the leased premises during all phases of operation, including drilling, well construction, hydraulic fracturing, flowback, and production. Lessee shall provide Secondary Containment for all substances, including solid wastes, fluids, and other regulated substances that could be harmful to the environment, including the transferring of these substances. Stormwater shall be removed as soon as possible and prior to reducing the secondary containment volume by ten (10%) percent. Secondary Containment shall be constructed with manufactured products that must be sufficiently impervious, able to contain spilled materials, and be chemically compatible with the material stored within the containment to prevent contained materials from coming in contact with the ground.
3. Lessee must comply with Ohio Adm.Code 1501:9-4-06(C)(4) for volume of secondary containment.
4. The Secondary Containment shall be maintained during its lifetime to ensure functionality.
5. Lessee shall provide ODNR with the plan for Secondary Containment prior to commencement of pad construction.

F. Traffic and Road Use

1. Lessee and their contractors, successors, assigns, etc. are prohibited from using any roadways within the limits of the Salt Fork State Park as specifically designated by ODNR, Office of Real Estate and Land Management. This provision is not intended to and does not preclude Lessee’s employees or contractors from using roadways or other facilities for personal or recreational purposes not covered by this lease.
2. Lessee will provide the ODNR, Office of Real Estate and Land Management maps identifying its anticipated access to well pads prior to commencement of drilling for units in which at least a portion of the Leased Premises are included.

G. Noise and Light

1. Where a well pad to be used for development of the Leased Premises under this Lease relates to a horizontal well (as defined in R.C. 1509.1(GG)) and the well pad is located less than 2,000 feet from any boundary line of Salt Fork State Park or Wildlife Area, Lessee shall conduct a third-party sound study by a third party agreed to by Lessor and shall construct, in accordance with any third-party recommendations resulting therefrom, perimeter sound walls during the drilling and completion phase around the well pad or other specific pieces of equipment.

2. Lessee shall use best efforts to limit sound pollution during drilling and completion activities for any wells on this parcel, including but not limited to: limiting use of Jake brakes on trucks; use of low-noise exhaust mufflers on equipment utilizing disk brakes on drilling rigs instead of drum brakes where practical; and orientation of equipment on the well pad to direct exhaust noise from generators and pumps away from all recreational areas.
3. Once a well is in the production phase, Lessee shall use best efforts to limit noise-intensive activities such as flaring and blowdowns.
4. During the drilling and completion phases, Lessee shall use best efforts to limit light pollution, including, as appropriate: reorientation, deflectors, low density sodium lighting, or fully shielded lighting consistent with Occupational Safety and Health Administration (OSHA) regulations.
5. ODNR shall have the right to approve Lessee's plans for permanent lighting at the production pad, which approval may not be unreasonably withheld or delayed.

H. Viewshed Restrictions

1. Lessee shall consult with ODNR, Office of Real Estate and Land Management, and the State Historic Preservation Office (SHPO) to mitigate impacts on cemeteries when they are within the viewshed of any proposed well site.
2. Lessee shall use all best efforts and practices to minimize the impact on the viewshed of the areas in and around Salt Fork State Park.

I. Restrictions on Construction, Drilling, and Completion Schedules

1. Except as expressly authorized in writing by Lessor, Lessee shall not conduct any construction, drilling, and completion of lands under the leased premises during the following periods of time: April 20-May 1 and November 15-December 1.
2. Lessee shall provide ODNR, Office of Real Estate and Land Management with a monthly construction and/or operation schedule during the construction, drilling, and completion phases.

J. Safety and Emergency Notifications

1. Lessee shall provide a written emergency response plan for units in which at least a portion of the Leased Premises are included.
2. Lessee shall provide ODNR, Office of Real Estate and Land Management with specific plans for notification in the event of an emergency during any phase of the well operations for units in which at least a portion of the Leased Premises are included.
3. New steel shall be used in well casings to isolate fracking zones from aquifers at shallower depths.