

## Stipulation List

ID	Stipulation Name	Description
3	Department of Natural Resources Archaeologist	All other provisions of this lease notwithstanding, it is understood and agreed that no exploration or development work shall be conducted on this land without specific consultation from the Department of Natural Resources Archaeologist. No operations shall be conducted until written recommendations for the proper protection of any and all artifacts of historical or archaeological value are issued by the DNR Archaeologist.
4	Military and Veteran Affairs Agreement No.L-1479	All other provisions of this lease notwithstanding, it is further understood that no exploration (including but not limited to seismic), drilling or development work shall be conducted on the surface of the land described herein which is under the jurisdiction of the Department of Military and Veterans Affairs.
5	Military and Veteran Affairs Agreement No.L-7084	All other provisions of this lease notwithstanding, it is understood that no exploration, drilling or development work shall be conducted on this land until the lessee first contacts the Department of Military and Veterans Affairs to obtain approval regarding the timing of activities.
6	Kirtland's Warbler Habitat Management	Portions of the leased area may lie within essential Kirtland's Warbler habitat or within ¼ mile of essential Kirtland's Warbler habitat. No drilling, development, construction, or non-routine maintenance activities shall take place within ¼ mile of essential habitat from May 1 to August 15 without prior written authorization from the lessor. In addition, no surface development of any kind will be allowed within essential habitat or within 300 feet of essential habitat.
7	USDA Forest Service Designated Semiprimitive Mot	This land is subject to restrictive controls on access relative to location, timing and methodology of this Semiprimitive Nonmotorized Area. All other provisions of this lease notwithstanding, it is understood that this land shall not be entered for any purpose whatsoever without first contacting the United States Department of Agriculture, Forest Service, All operations must be in compliance with the standards and guidelines outlined in the National Forests Land and Resource Management Plan.
8	Including Riparian Rights	Including riparian rights adjacent thereto.
15	Limited Surface Disturbance-OG FEE	To limit surface disturbance, any wells to be drilled on the leased premises shall be drilled from a single surface area that is acceptable to and approved by the Lessor. The Lessee shall submit a proposed development plan for the leased premises including a proposed surface area, access routes and pipeline corridors, with due regard to surface features, the relative location of other operations in the area, and applicable regulatory requirements. The Lessee may not drill any well on the leased premises without first obtaining an approval from the Lessor. Approval shall not be unreasonably withheld. If Lessor reasonably determines that production on adjacent land creates the probability of drainage of oil and/or gas from State mineral land, additional surface locations may be considered.
16	Threatened or Endangered Species Habitat	All other provisions of this lease notwithstanding, it is understood that no exploration or development work shall be conducted on this parcel without specific authorization from the Department of Natural Resources, Wildlife Division. No operations shall be conducted until written instructions for the proper protection of any threatened or endangered species or their habitat are issued.

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19	Recreational Trails	All other provisions of this lease notwithstanding, it is understood that no well site shall be located closer than 660 feet to any recreational trail without obtaining the written consent of the Lessor and contacting the local Department trails coordinator.
20	Use Existing Well Pad	All other provisions of this lease notwithstanding, it is further understood that existing well pads shall be used for drilling unless otherwise authorized by the Department of Natural Resources' Land Manager.
32	Michigan Stray and Marshall Strata Conveyed	The Michigan Stray and Marshall strata on this parcel were conveyed to Michigan Gas Storage Company.
33	Raptor Nesting Area	All other provisions on this lease notwithstanding, it is understood that this parcel was determined to be, at time of leasing, near to a known raptor nesting site. No drilling or development shall take place, and no activity is allowed within ¼ mile of known (or possible) protected raptor nests, during the nesting season. All exploration and development activities must be approved, in writing, by the Lessor's Wildlife Management Unit Supervisor.
34	Nondevelopment Species Habitat	This parcel is classified as nondevelopment due to the presence of threatened or endangered species at time of leasing.
35	Department of Natural Resources Archaeologist	The DNR Archaeologist has specific concerns relative to this parcel.
36	Michigan State Police Tower Site Network	The Michigan State Police or its successors or assigns (MSP) may use all or part of the surface of the land described in this Lease to construct, operate & access a radio tower & related facilities as part of a communications system. All other provisions of this Lease notwithstanding, the Lessee is prohibited from conducting any exploration activities, drilling any well, laying any pipeline, or otherwise making any use whatsoever of the surface of the land described in this Lease without obtaining the prior written consent of the Lessor and MSP.
39	Pittman Robertson, Dingell Johnson or other Fede	Parcel is classified as nondevelopment pursuant to provisions of the funding source used to acquire the land. Federal approval must be obtained before seeking a change in Lease Classification.
44	MDOT #1 - Conditions	All other conditions of the Lease notwithstanding, it is expressly understood and agreed that the above-described land is leased solely for communitization purposes and that no drilling or other development work will be conducted on the leased premises without the express written permission of the Michigan Department of Transportation (MDOT) and Lessor.

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46	MDOT #3 - Insurance Clause	Further, Lessee agrees to hold harmless and indemnify the Michigan State Transportation Commission (Commission), and the MDOT, and the Michigan Department of Natural Resources (MDNR), as follows: All insurance policies will be endorsed to protect the Commission, the MDOT, and MDNR. Copies of insurance policies will be furnished to the MDOT. All cost of the aforesaid insurance, including liability claims, shall be considered costs of providing service. The Lessee agrees to indemnify the insure the Commission, the MDOT, and MDNR from and against any loss, damage, destruction, injury or death which occurs as a result of the management, control, use or operations of the Lessee, and to indemnify and hold the Commission, MDOT, and MDNR harmless from any such loss or liability including all related costs and counsel fees, unless such loss, damage, destruction, injury or death occurs as a result of maintenance or rehabilitation performed after the effective date hereof, which work was neither undertaken by Lessee nor approved on completion by the Lessee.
49	Best Management Practices	Best Management Practices along wetlands, waterways, or steep slopes as per Sustainable Soil and Water Practices on Forest Land IC 4011 (Rev. 06/01/2018 and as amended) and approved in writing by the Local Management Supervisor.
51	Subj to Existing Federal Gas Storage Agreement	All other provisions of this lease notwithstanding, this parcel is subject to an existing Federal Underground Gas Storage Agreement. It is understood that this parcel shall not be entered for any purpose whatsoever without first contacting the U.S. Department of the Interior, Bureau of Land Management, Milwaukee Field Office, Milwaukee, Wisconsin (telephone 414-297-4400).
62	Canada Creek Ranch	Subject to terms and conditions of Consent Judgment dated October 10, 1978 and recorded in Judgment Liber 9, Page 341, Montmorency County Records.
63	MDOT Nondiscrimination Clause	The Lessee for itself, its personal representatives, contractors, subcontractors, employees, applicants for employment, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that (1) No person on the ground of race, color, religion, national origin, age, sex, height, weight, or marital status shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, in the use of said land, and (2) In the event of breach of any of the aforementioned nondiscrimination covenants, the Lessor shall have the right to terminate the Lease and to re-enter and repossess said land and the facilities thereon, if any, and hold the same as if said Lease had never been made or issued.
64	P.A. 217	The surface rights to this parcel were disposed by the State of Michigan pursuant to the Municipal Forestry Act (1931 Act 217), which does not allow the deed's grantee to use the surface for any purpose other than forestry or recreation. All other provisions of this lease notwithstanding, it is understood and agreed that no exploration or development work shall be conducted on this land without specific consultation with the Lessor and the Surface owner. No operations shall be conducted without first obtaining a written approval from the Lessor.
65	Subject to Existing Oil and Gas Lease	All other provisions of this lease notwithstanding, this parcel is subject to an existing State of Michigan Oil and Gas Lease.

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66	Subject to Existing Metallic Minerals Lease	All other provisions of this lease notwithstanding, this parcel is subject to an existing State of Michigan Metallic Minerals Lease.
67	Subject to Existing Nonmetallic Minerals Lease	All other provisions of this lease notwithstanding, this parcel is subject to an existing State of Michigan Nonmetallic Minerals Lease.
68	Potential for Restricted Activity	An environmental review has indicated the potential for restricted activity on this parcel. All other provisions of this lease notwithstanding, it is understood that no exploration or development work shall be conducted on this parcel without first contacting the local Michigan Department of Environment, Great Lakes, and Energy to obtain specific special instructions regarding use of the surface.
69	Limited Surface Disturbance-OG MIN ONLY	To limit surface disturbance, any wells to be drilled on the leased premises shall be drilled from a single surface area. Upon the request of the Department's Land Administering Division (LAD), the Lessee shall submit a proposed development plan to the LAD for the leased premises including a proposed surface area, access routes and pipeline corridors, with due regard to surface features, the relative location of other operations in the area, and applicable regulatory requirements. If Lessor reasonably determines that production on adjacent land creates the probability of drainage of oil and/or gas from State mineral land, additional surface locations may be considered.
70	Best Management Practices-OG MIN ONLY	Best Management Practices along wetlands, waterways, or steep slopes as per Sustainable Soil and Water Practices on Forest Land IC 4011 (Rev. 06/01/2018 and as amended) and approved in writing by the Surface Owner and the Local Management Supervisor.
71	Limited Surface Disturbance-MM/NM FEE	To limit surface disturbance, any borings and/or wells to be drilled on the leased premises shall be drilled from surface locations that are acceptable to and approved by the Lessor's Land Administering Division (LAD). The Lessee may not drill any borings and/or wells on the leased premises without first obtaining approval from the Lessor's LAD. Approval shall not be unreasonably withheld by Lessor's LAD.
72	GS Lease 13872,13873,13875,13887,13888,13889	All other terms, provisions, and conditions of this lease notwithstanding, it is specifically understood and agreed that in the event any drilling is conducted on the lands covered by this lease the Lessee shall case and seal off each gas, brine, or fresh water stratum down to and including the SALINA-NIAGARAN formation, to prevent effectively the migration of gas, brine or fresh water to other strata. Such casing and sealing off shall be effected and tested in such manner and by such methods and means as may be prescribed or approved by the Supervisor of Wells of the State of Michigan or his authorized representative. When necessary to seal off permanently any gas, brine, or fresh water, the amount of material to be used shall be specified or approved by said Supervisor of Wells, or his authorized representative. It is further understood and agreed that the Lessee shall assume full responsibility and liability in connection with the protection of the formations down to and including the SALINA-NIAGARAN formation in the manner stated above.

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73	GS Lease 1733	The Grantee or Lessee agrees to case and seal off each gas, brine, or fresh water stratum down to and including the Michigan Stray sand formation, to prevent effectively the migration of gas, brine or fresh water to other strata. Such casing and sealing off shall be effected and tested in such manner and by such methods and means as may be prescribed or approved by the Supervisor of Wells of the State of Michigan or his authorized representative. When necessary to seal off permanently any gas, brine, or fresh water, the amount of material to be used shall be specified or approved by said Supervisor of Wells, or his authorized representative.
74	GS Lease N-11802	All other terms, provisions, and conditions of this lease notwithstanding, it is specifically understood and agreed that in the event any drilling is conducted on lands covered by this lease the Lessee shall case and seal off each gas, brine, or fresh water stratum down to and including the Niagaran formation, to prevent effectively the migration of gas, brine or fresh water to other strata. Such casing and sealing off shall be effected and tested in such manner and by such methods and means as may be prescribed or approved by the Supervisor of Wells of the State of Michigan or his authorized representative. When necessary to seal off permanently any gas, brine, or fresh water, the amount of material to be used shall be specified or approved by said Supervisor of Wells, or his authorized representative. It is further understood and agreed that the Lessee shall assume full responsibility and liability in connection with the protection of the formations down to and including the Niagaran formation in the manner stated above.
75	GS Lease 8312	All other terms, provisions, and conditions of this lease notwithstanding, it is specifically understood and agreed that in the event any drilling is conducted on lands covered by this lease the Lessee shall case and seal off each gas, brine, or fresh water stratum down to and including the Marshall formation, to prevent effectively the migration of gas, brine or fresh water to other strata. Such casing and sealing off shall be effected and tested in such manner and by such methods and means as may be prescribed or approved by the Supervisor of Wells of the State of Michigan or his authorized representative. When necessary to seal off permanently any gas, brine, or fresh water, the amount of material to be used shall be specified or approved by said Supervisor of Wells, or his authorized representative. It is further understood and agreed that the Lessee shall assume full responsibility and liability in connection with the protection of the formations down to and including the Marshall formation in the manner stated above.
76	GS Lease 3055, 3565, 3884, 5318, 5715	The Grantee (or Lessee) herein agrees to case and seal off each gas, brine, or fresh water stratum down to and including the Marshall formation, to prevent effectively the migration of gas, brine or fresh water to other strata. Such casing and sealing off shall be effected and tested in such manner and by such methods and means as may be prescribed or approved by the Supervisor of Wells of the State of Michigan or his authorized representatives. When necessary to seal off permanently any gas, brine, or fresh water, the amount of material to be used shall be specified or approved by said Supervisor of Wells or his authorized representative.
77	Subject to Existing Underground Gas Storage Lea*	All other provisions of this lease notwithstanding, this parcel is subject to an existing State of Michigan Underground Gas Storage Lease.

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78	GS Lease 3332	The Lessee herein agrees that all drilling operations conducted by it upon the premises shall be done in a good and workmanlike manner and in accordance with good oil and gas field practice, and the Lessee herein agrees to case and seal off each gas, brine or fresh water stratum down to and including the Marshall formation to prevent effectively the migration of gas, brine, or fresh water to other strata, and to prevent insofar as practicable, any loss of gas encountered by its drilling operations in any stratum down to and including the Marshall formation, such casing and sealing off shall be effected and tested in such manner and by such methods and means as may be prescribed or approved by the Supervisor of Wells of the State of Michigan, or his authorized representative. When necessary to seal off permanently any gas, brine, or fresh water, the amount of material to be used shall be specified or approved by said Supervisor of Wells, or his authorized representative. The Lessee herein agrees to give Consumers Power Company, its agents or assigns, at least twenty-four (24) hours' notice before drilling through either the Michigan Stray or Marshall formations to enable Consumers Power Company to have its agents present at the time such well is drilled through the said Michigan Stray and Marshall formations.
79	Top Quality Coldwater Aquatic Riverine Resource	Top quality coldwater trout river/stream present 800 ft. buffer.
80	Common Coldwater Aquatic Riverine Resource	Coldwater river/stream present 400 ft. buffer (this would be the standard class trout water).
81	Warmwater Aquatic Riverine Resource	Warmwater river/stream present 400 ft. buffer.
82	Vernal/Seasonal Aquatic Seepage or Drainage Res	Vernal watercourse or herps likely present 400 ft. buffer.
83	Coldwater Aquatic Lacustrine Resource	Coldwater lake likely present 400 ft. buffer.
84	Warmwater Aquatic Lacustrine Resource	Warmwater lake likely present 400 ft. buffer.
85	Threatened or Endangered Aquatic Resource	Threatened (aquatic fauna/flora or habitat) including fish, mussels, crayfish, snails, or aquatic obligate species likely present 1320 ft. buffer.
86	Unique Aquatic Resource	1320 ft. buffer for special/unique fisheries resources.
87	Seasonal Restriction to Protect Aquatic Res	Seasonal restriction October 1 - April 15 for coldwater fish spawning habitat and egg incubation.
88	Development - USDA Forest Service Surface	All other provisions of this lease notwithstanding, it is understood that the land described in this lease shall not be entered for any purpose whatsoever without first contacting the United States Department of Agriculture, (USDA) Forest Service and securing detailed instructions, stipulations, and permissions.