FORM IV-2 (00verse) (12-81)



ate:	August 24	, 19	82	
	100'0			

Operator's Mc Dowell 4/

API Well No. 47

085 State County

5841 Permit

STATE OF WEST VIRGINIA ENT OF MINES. OIL AND GAS

THE CASE LIBERT DEDUCTOR ADDITIONAL		DEFAR	IMILIA	OI MIN	LS. OIL AIL	OAS DIVISION
IL AND GAS WELL PERMIT APPLICATION	IL	AND	GAS	WELL	PERMIT	APPLICATION

OIL AND GAS WELL	PERMIT APPLICATION
WELL TYPE: Oil X / Gas X /	
(If "Gas", Production X / Und	erground storage/ Deep/ Shallow X/)
LOCATION: Elevation: 930 Was	tershed: Brushy Fork
	unty: Ritchie Quadrangle: Schultz 7.5
	p. DESIGNATED AGENT Lobert L. Murdock
Address 44424 B. Emerson Quenue	Address 4404 B Emerson avenu
Dependence WI 26/04	Parkersburg, WV 26184
ROYALTY OWNER Anna M. M. Dowell	
Address Po. Box 4/1	Address
Killbuck, Ohio	
Acreage 49.5	COAL OWNER(S) WITH DECLARATION ON RECORD:
SURFACE OWNER Westvaco	Name AA
Address #2 Ferguson Drive	
Parkersburg, WU 26101	
Acreage 49.5	Name
FIELD SALE (IF MADE) TO:	Address
Address Unknown	Address
Address (//L////W/)	COAL LESSEE WITH DECLARATION ON RECORD:
OIL & GAS INSPECTOR TO BE NOTIFIED	Name N/A
	Address
Name Samuel Hersman	Addiess
Address P.O. Box 66	•
Smithville, WU 26178	
	as purposes at the above location under a deed/ lease
other contract × / dated June 7, 1982	_, to the undersigned well operator from Columbia Energy
OF said deed, lease, or other contract has been recorded:)	
Recorded on June 18, 1982, in the office of the	Clerk of the County Commission of Ritchie County, West
Va., in Lease Book 145 at page 330	
PROPOSED WORK: Drill \/ Drill deeper/	
Plug off old formation/ Per	and the second s
Other physical change in well (specify	Man HARB TRANS SIST
	A DESCRIPTION OF THE PARTY OF THE PROPERTY OF THE PROPERTY OF THE PARTY OF THE PART
—planned as shown on the work orde	
	are hereby notified that any objection they wish to make or are required to
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Department.	
	lamation plan have been mailed by registered mail or delivered by hand to
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the Department of Mines at Charleston, West Virginia.	04/12/2024
PLEASE SUBMIT COPIES OF ALL GEOPHYSICAL LOGS DIRECTLY	CIII CRITICAL DE LA COLLEGIO DE LA C
то:	Wimrock Haduction Con
WEST VIRGINIA OIL AND GAS AUG 2 6 198	Well Operator
CONSERVATION COMMIS-	D. / 1/2 - 0 . 1/ her - 12

SION 1615 WASHINGTON STREET EAST CHARLESTON, WV 25311

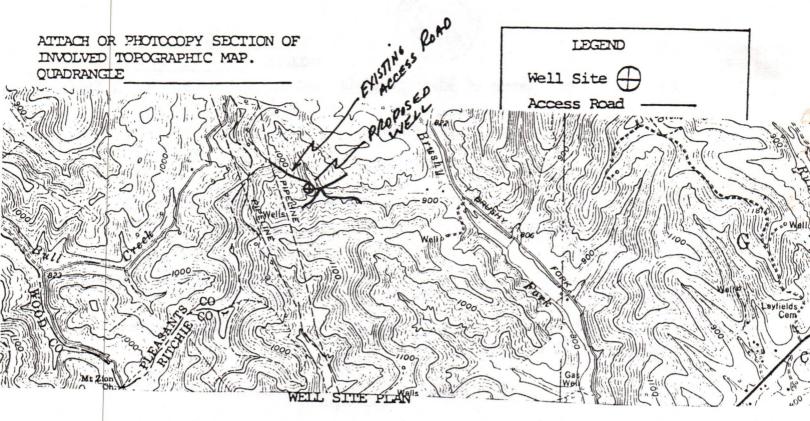
TELEPHONE: (304) 348-3092

OIL & GAS DIVISION . DEPT. OF MINES

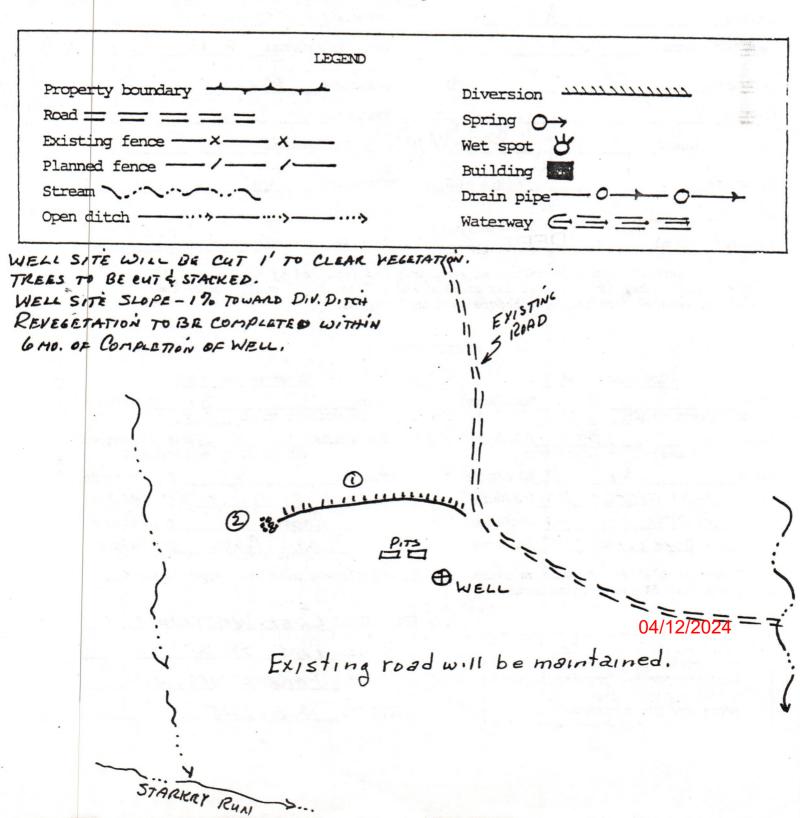
BLANKET BOND

THIS IS AN ESTIMATE ONLY: ACTUAL INFORMATION MUST BE SUBMITTED ON FORM IV-35 UPON COMPLETION

				Add			, WU.		
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									/ No <u>X</u> /
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ASING AND		A LONG					1.943	3500	400
ASING OR	SPE	Grade	ONS Weight per ft	New	Used	FOOTAGE For drilling	Left in well	CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS
conductor	11314	ew	45	X		200	200	C75	Kinds
resh Water	85/8	lerw	23	X		1100	1100	350 SRS	Baker
Coal									Sizes 41/2
Intermediate					1994				
Production	41/2	lerw	10.5	X		5500	5500	7005ks	Depths set 4000
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Liners	10.00								Perforations: est dept
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	11					11	1		
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ketch to include well location, existing access road, roads to be constructed, wellsite, drilling pits and necessary structures numbered or lettered to correspond with the first part of this plan. Include all natural drainage.



IV-9 (Rev 8-81)



DATE 8/2/82 WELL NO. / Mc Dowell API NO. 47 - 085 - 584/

State of Mest Nirginia

Bepartment of Mines Gil und Gas Bivision

CONSTRUCTION AND RECLAMATION PLAN

Address PARKERSBURG, W.VA.	Address PARKERSBURG, W.V.	9.
Telephone 428-1520	Telephone 428-1520	
ANDOWNER WESTVACO	SOIL CONS. DISTRICT LITTLE KANAW	HA
	ROBERT MURDOCK (Age	
	기계 그 그 가는 사람이 되었습니다.	
This plan has been reviewed by 11771		No. 17
nd additions become a part of this plan:	8-12-82 Date)	
	Jarrett Newton	
ACCESS ROAD	LOCATION	
tructure (2	A) Structure DIVERSION DITCH	(1)
pacing	Material Soil	
age Ref. Manual	Page Ref. Manual 2-12	
tructure (F	B) Structure RIPRAP	(2
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State of Mest Mirginia Pepartment of Mines Gil und Gas Division Charleston 25305

Q-10 8x1

TO:

ALL OPERATORS

DATE: June 10, 1982

FROM:

Theodore M. Streit, Administrative Assistant

RE:

New Permit Application Forms

On March 13, 1982, the legislature passed HB-154 which goes into effect June 11, 1982. This bill requires proof of one-eighth (1/8) royalty payment to the royal ty owners before any well permit can be issued.

We are at the present time printing up new Permit Application Forms which should be available by next month. In the meantime you will be required to send in a notarized affidavit (sample copy below) with each permit application.

AFFIDAVIT

I, Robert L. Murdock (the above desginated owner or operator, or authorized representative thereof) hereby verifies that the owner or owners of the mineral estate upon which this proposed well is to be located will receive minimum one-eighth (1/8) royalty payments for any gas or oil extracted therefrom. Copies of the Permit Application and the enclosed plat and reclamation plan have been mailed by registered mail or delivered by hand to the above-named coal operator, co-owner(s), and coal lessee on or before the day of the mailing or delivery of this Permit Application to the Department of Mines at Charleston, West Virginia.

igned: Rabert J. Mundoul (Owner, Operator, or Authorized Representative)

Notary: Candace 10 Thompson (Signed)

My commission expires October 19, 1991

RECEIVED

AUG 4 6 1982

OIL & GAS DIVISION
DEPT. OF MINES

04/12/2024

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B-11

October 28, 1982

State of West Virginia
Department of Mines
Oil & Gas Division

Re: McDowell No. 1
Grant District
Ritchie County, WV

Gentlemen:

Rimrock Production Corporation was issued permit No. 47-085-5841 for the McDowell No. 1. We have since discovered that the wrong tract of land was surveyed and have now surveyed a new location on the correct parcel. Mr. Lewis with your department advised that we request that the above permit No. 47-085-5841 be cancelled and that Rimrock file for a new permit.

Please find attached an application for an Oil and Gas Well Permit covering the McDowell Lease with the correct survey plat. Should there be any questions concerning this matter please do not hesitate to call.

Thank you for your prompt assistance in this matter.

Sincerely.

Steve A. Salge Land Manager

cs/ss Enclosure



OIL & GAS DIVISION
DEPT. OF MINES



State of Mest Mirginia

Bepartment of Mines Gil and Gas Bivision

> Charleston 25305 November 3, 1982

THEODORE M. STREIT ADMINISTRATOR

WALTER N. MILLER DIRECTOR

> Rimrock Production Corporation 4424 B Emerson Avenue Parkersburg, W.Va. 26101 Attn: Robert Murdock

No final inspection.

IN RE: PERMIT NO. RIT-5841

FARM Westvaco

WELL NO. A. McDowell #1

DISTRICT Grant

COUNTY Ritchie

Gentlemen:

The final inspection report for the above described well has been received in this office. Only the column checked below applies.

XXXXX The well designated by the above permit number has been released under your Blanket Bond. (Permit Cancelled - Re-Issued under Permit No: RIT-5980)

Please return the enclosed cancelled single bond which covered the well designated by the above permit number to the surety company who executed said bond ___ in your behalf, in order that they may give you credit on your records.

Your well record was received and reclamation requirements approved. In accordance with Chapter 22, Article 4, Section 2, the above captioned well will remain under bond coverage for life of the well.

Very truly yours,

Theodore M. Streit

Tel m. Th

TMS:rl

OIL AND GAS LEASE Continue

This Agreement made and entered into this day of March 1982 by and between Rosalee I. Mooney, a widow, 468 Mississippi Avenue, Tice, Florida 33905, hereinafter called "Lessor", and Columbia Energy Systems, Inc, P.O. Box 06072, Columbus, Ohio 43206, hereinafter called "Lessee".

WITNESSETH That:

1. Lessor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the covenants and agreements herein contained, does hereby grant and lease exclusively unto Lessee the lands hereinafter described (hereinafter called the "Premises"), for the purposes of exploring, drilling, and operating for, producing, removing and marketing gas and oil, or either of them, and /or their constituents and of injecting air, gas, water, brine, and other substances from theses premises and into any subsurface strata, other than potable water strata and workable coal strata, together with the right to enter into and upon the Premises at all times for the aforesaid purpose and to use and occupy such portions of the Premises as may be necessary or convenient for the aforesaid purposes and to install and maintain tanks, equipment and facilities thereon at a location mutually agreed upon by Lessee and Lessor, the Premises being all of that tract of land situated in the District of Grant, County of Ritchie, State of West Virginia, and on the waters of Brushy Run, and described as Follows: Being that same tract of land described in the Deed in Deed Book 171 of page 656 in which Jacob Willard McDowell and Anna L. McDowell, his wife conveyed to the Koppers Co., Inc., 50 acres more or less, and dated December 1, 1972 and recorded in the records of Ritchie County, West Virginia, containing 50 acres more or less and bounded substantially as follows.

On the north by the lands of James French On the east by the lands of John W. Hissem On the south by the lands of John W. Hissem On the West by the lands of David M. Hammatt

- 2. This Lease shall remain in force for a primary term of 1 year from this date. Lessee further covenants to commence drilling and to continue and complete with reasonable diligence, One (1) well within the primary term of this Lease. If the initial well is completed as a producer of oil and/or gas, Lessee shall complete drilling of a least One (1) additional well on the premises within Two (2) years after the completion of the first well. The Primary term shall be extended for each completed well site for so long thereafter as oil and gas, or either of them, is produced in paying quantities from the respective well site. A well shall be deemed completed when it is producing oil or gas or it is determined it cannot produce oil and gas in paying quantities. It is the intention of the parties that Lessee shall reasonably develope the premises as herein specified. If Lessee fails to reasonably develope the premises as herein specified, the Lease shall be forfeited as to the undeveloped acreage and Lessee shall execute and deliver to Lessor appropriately executed partial releases from the operation of the Lease of the undeveloped acreage.
- 3. Lessee convenants and agrees (a) to pay all oil and gas royalties to the Lessor withing Thirty (30) days after the operator or producer sells said oil and gas; (b) to deliver to the credit of Lessor, free of cost, in tanks or pipelines, as royalty, the equal one-eighth (1/8th) of the oil produced and saved from the Premises; (c) to pay Lessor monthly the higher of the (i) field market price at the wellhead; or (ii) sales price obtained by Lessee for one-eighth (1/8th) of the gas (except stored gas, produced and marketed from the Premises), measured in accordance with Boyle's law for the measurement of gas at varying temperatures on the basis of 10 ounces above 14.4 pounds atmospheric pressure, at a standard base temperature of 60 degrees Fahrenheit and stipulated flowing temperature of 60 degrees Fahrenheit without allowance for temperature and barometric variations, such field market price to be equal to the prevailing price offered by the natural gas utility company purchasing gas produced in the area under substantially similar circumstances and condition.

04/12/2024



PHONE: (216) 674-3055

LAW OFFICES

SCHULER, WALTMAN

OFESSIONAL BUILDING

- 4. All payments due under this Lease shall be made or tendered to Lessor by check payable to the order of and mailed to Rosalee I. Mooney, 468 Mississippi Avenue, Tice, Florida 33905, who owns an undivided 1/64th interest, and the named person shall continue to receive any and all sums payable under this Lease regardless of changes in ownership in the Premises or in the oil or gas or their constituents, or in the rentals, royalties or other payments accruing hereunder, until delivery to Lessee of evidence of change of ownership as hereinafter provided. Said rental payment of fifty (\$50) Dollars per acre shall be made to the above party within twenty-one (21) days after receipt of the herein Lease and shall be pro-rated according to the interest owned.
- 5. All roads, sites for wells, tanks and pipelines serving these wells exclusively (except those laid by the Lessor) etc. shall be agreed upon by Lessor and Lessee as to the location, sites and sizes. Lessee shall bury below plow depth all pipelines servicing the wells on these Premises. Lessee shall repair or pay for all damages caused by operations under this Lease, within Sixty (60) days after said damage occurs. Lessee shall restore all land to original contour and Lessee further agrees to surround all tanks, separators, pumps, and oil and gas equipment by a wood fence which height shall be at least Six (6) feet and said fence shall have aesthetic value.
- 6. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple therein, then the royalties, rentals, and other sums payable hereunder shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. No change of ownership in the Premises or in the royalties, rentals and other sums payable hereunder shall be binding on the Lessee until written notice thereof is given to Lessee together with the original instrument of conveyance or assignment or a duly certified copy thereof and such other evidence or documents as Lessee may reasonably request as proof of such conveyance or assignment or the validity thereof.
- 7. If the Premises are owned by two or more parties, or the ownership of any interest therein shall hereafter be transferred by sale, devise, operation of law or otherwise, the Premises nevertheless may be held, developed and operated as an entirety, and the royalties, rentals and other sums payable hereunder shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire acreage of the Premise 8. Lessee shall have the privilege of using sufficient oil, gas and water for operating on the Premises and provided all royalties and rentals provided hereunder have been fully paid, Lessee shall have the right at any time during or within a Ninety (90) day period after the expiration of this Lease to remove all pipe, well casing, machinery, equipment or fixtures placed on or in the Premises. Lessee shall have the right to surrender this Lease or any portion thereof by written notice to Lessor describing the Portion surrendered, or by returning the Lease to the Lessor with the endorsement of surrender thereof, which shall be a full and legal surrender of this Lease as to all of the Premises or such portion thereof as the notice of surrender shall describe and a cancellation of all liabilities under the same of the parties hereto relating in any way to the portion or all of the Premises described in the notice of surrender, and the rentals payable hereunder shall be reduced in proportion to the acreage surrendered.
- 9. In the event Lessee is unable to perform any acts or acts contemplated by this Lease by reason of major force including, without limitation, acts of God, strikes and governmental restrictions or other occurrences beyond Lessee's reasonable control this Lease shall nevertheless remain in full force and effect until Lessee can perform said act or acts.
- 10. Any notice required hereunder to Lessor or Lessee shall be deemed to have been properly given or received when delivered in person or three (3) days after the same has been deposited in the United States mail, postage prepaid, properly addressed, in the case of Lessor, to the person and at the address to which payments are to be made or tendered to Lessor pursuant to Section 4 hereof and, in the case of Lessee, to the address appearing 2001

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775

heading of this Lease or to such other person and/or address as either Lessor or Lessee may designate by notice to the other in the manner herein provided.

- 11. All covenants by and agreements of the parties hereto shall extend to their heirs, personal representatives, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the Premises. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties with respect to the subject matter hereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties of either of them.
- 12. When trees of marketable size must be removed for drilling purposed the logs shall be left in a position for removal by Lessor or his agent and Lessee agrees to repair all fences, earth, gates, and damage caused by the herein drilling. Lessor shall reclaim surface contours within Sixty (60) days of cessation of operating under this Lease.
- 13. Lessee agrees not to flare any gas from the well unless agreed upon by mutual consent.
- 14. Lessor may at their own risk and expense connect a pipeline to each wellhead and/or separator for the conveyance of gas to be used on these premises, and said gas is not to exceed 300,000 cubic feet per well, per year. If Lessor's use of gas exceeds 300,000 cubic feet per well, per year, then the herein Lessor shall pay the wellhead price.
- 15. When the herein well or wells are not producing in paying quantities, the Lessor shall have the election to purchase the herein well or wells at the salvage value. Salvage value shall be determined by a non-interested party who is an expert in determining salvage value of wells.

IN WITNESS WHEREOF, the Lessor has signed this instrument as of the date first written above.

Signed and Acknowledged in the presence of:

Herra R. Dakeko

Rosalee I. Mooney

Columbia Energy Systems, Inc.

By:_

By:

LAW OFFICES
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& KNOWLING
PROFESSIONAL BUILDING



STATE OF FLORIDA) SS.

Before me, a Notary Public, in and for said County and State, personally appeared the above named Rosalee I. Mooney, who acknowledged to me that she did execute the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Fort Myers, Florida, this 8th day of Mines, 198

My Commission Expires August 24, 1982.

STATE OF OHIO)
COUNTY) SS.

Before me, a Notary Public, in and for said County and State, personally appeared the above named who acknowledged to me that they did executed the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Ohio, this day of 19

This Instrument Prepared By:

John R. Waltman Attorney at Law Professional Building Millersburg, Ohio 44654

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& KNOWLING
ROFESSIONAL BUILDING
LLERSBURG, OHIO 44654
PHONE: (216) 674-3055



(Form CC No. 1)

STATE OF WEST VIRGINIA,

Ritchie County Commission Clerk's Office, ______April 7th19___82__ at 11:50 o'clock A. The foregoing writing, with the certificate of acknowledgment thereto, was this day admitted to record in said office. Teste: - Linda B. May, Clerk

AUG 2 6 1982

OIL & GAS DIVISION DEPT. OF MINES

OIL AND GAS LEASE

This Agreement made and entered into this day of by and between Thelma Ordway and R.B. Ordway, a married couple, 102 Mountain View Drive, Route 1, West Hills, New Market, Tennessee 37820, hereinafter called "Lessor", and Columbia Energy Systems, Inc, P.O. Box 06072, Columbus, Ohio 43206, hereinafter called "Lessee".

WITNESSETH That:

1. Lessor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the covenants and agreements herein contained, does hereby grant and lease exclusively unto Lessee the lands hereinafter described (hereinafter called the "Premises"), for the purposes of exploring, drilling, and operating for, producing, removing and marketing gas and oil, or either of other substances from theses premises and into any subsurface strata, other than potable water strata and workable coal strata, together with the right to enter into and upon the Premises at all times for the aforesaid purpose and to use and occupy such portions of the Premises as may be necessary or convenient for the aforesaid purposes and to install and maintain tanks, equipment and facilities thereon at a location mutually agreed upon by Lessee and Lessor, the County of Ritchie, State of West Virginia, and on the waters of Brushy Run, and Deed Book 171 of Page 656 in which Jacob Willard McDowell and Anna L. McDowell, his wife conveyed to the Kippers Co., Inc., 50 acres more or less, and dated December 1, 1972 and recorded in the records of Ritchie County, West Virginia, and bounded substantially as follows:

On the north by the lands of James French On the east by the lands of John W. Hissem On the south by the lands of John W. Hissem On the west by the lands of David M. Hammatt

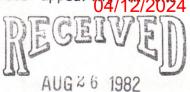
- 2. This Lease shall remain in force for a primary term of 1 year from this date. Lessee further covenants to commence drilling and to continue and complete with reasonable diligence, One (1) well within the primary term of this Lease. If the initial well is completed as a producer of oil and/or gas, Lessee shall complete drilling of a least One (1) additional well on the primary term shall be extended for each completion of the first well. The thereafter as oil and gas, or either of them, is produced in paying quantities producing oil or gas or it is determined it cannot produce oil and gas in paying quantities. It is the intention of the parties that Lessee shall reasonably develope the premises as herein specified. If Lessee fails to forfeited as to the undeveloped acreage and Lessee shall execute and deliver to of the undeveloped acreage.
- 3. Lessee convenants and agrees (a) to pay all oil and gas royalties to the Lessor withing Thirty (30) days after the operator or producer sells said pipelines, as royalty, the equal one-eighth (1/8th) of the oil produced and market price at the wellhead; or (ii) sales price obtained by Lessee for the Premises), measured in accordance with Boyle's law for the measurement of atmospheric pressure, at a standard base temperature of 60 degrees Fahrenheit for temperature and barometric variations, such field market price to be equal gas produced in the area under substantially similar circumstages/2024

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ERSBURG, OHIO 44654



- 4. All payments due under this Lease shall be made or tendered to Lessor by check payable to the order of and mailed to Thelma Ordway, 102 Mountain View Drive, Route 1, West Hills, New Market, Tennessee 37820, who owns an undivided 1/64th interest, and the named person shall continue to receive any and all sums payable under this Lease regardless of changes in ownership in the Premises or in the oil or gas or their constituents, or in the rentals, royalties or other payments accruing hereunder, until delivery to Lessee of evidence of change of ownership as hereinafter provided. Said rental payment of fifty (\$50) Dollars per acre shall be made to the above party within twenty-one (21) days after receipt of the herein Lease and shall be pro-rated according to the interest owned.
- 5. All roads, sites for wells, tanks and pipelines serving these wells exclusively (except those laid by the Lessor) etc. shall be agreed upon by Lessor and Lessee as to the location, sites and sizes. Lessee shall bury below plow depth all pipelines servicing the wells on these Premises. Lessee shall repair or pay for all damages caused by operations under this Lease, within Sixty (60) days after said damage occurs. Lessee shall restore all land to original contour and Lessee further agrees to surround all tanks, separators, pumps, and oil and gas equipment by a wood fence which height shall be at least Six (6) feet and said fence shall have aesthetic value.
- 6. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple therein, then the royalties, rentals, and other sums payable hereunder shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. No change of ownership in the Premises or in the royalties, rentals and other sums payable hereunder shall be binding on the Lessee until written notice thereof is given to Lessee together with the original instrument of conveyance or assignment or a duly certified copy thereof and such other evidence or documents as Lessee may reasonably request as proof of such conveyance or assignment or the validity thereof.
- 7. If the Premises are owned by two or more parties, or the ownership of any interest therein shall hereafter be transferred by sale, devise, operation of law or otherwise, the Premises nevertheless may be held, developed and operated as an entirety, and the royalties, rentals and other sums payable hereunder shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire acreage of the Premise 8. Lessee shall have the privilege of using sufficient oil, gas and water for operating on the Premises and provided all royalties and rentals provided hereunder have been fully paid, Lessee shall have the right at any time during or within a Ninety (90) day period after the expiration of this Lease to remove all pipe, well casing, machinery, equipment or fixtures placed on or in the Premises. Lessee shall have the right to surrender this Lease or any portion thereof by written notice to Lessor describing the Portion surrendered, or by returning the Lease to the Lessor with the endorsement of surrender thereof, which shall be a full and legal surrender of this Lease as to all of the Premises or such portion thereof as the notice of surrender shall describe and a cancellation of all liabilities under the same of the parties hereto relating in any way to the portion or all of the Premises described in the notice of surrender, and the rentals payable hereunder shall be reduced in proportion to the acreage surrendered.
- 9. In the event Lessee is unable to perform any acts or acts contemplated by this Lease by reason of major force including, without limitation, acts of God, strikes and governmental restrictions or other occurrences beyond Lessee's reasonable control this Lease shall nevertheless remain in full force and effect until Lessee can perform said act or acts.
- 10. Any notice required hereunder to Lessor or Lessee shall be deemed to have been properly given or received when delivered in person or three (3) days after the same has been deposited in the United States mail, postage prepaid, properly addressed, in the case of Lessor, to the person and at the address to which payments are to be made or tendered to Lessor pursuant to Section 4 hereof and, in the case of Lessee, to the address appearing in the

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MILLERSBURG, OHIO 44854
PHONE: (216) 674-3055



heading of this Lease or to such other person and/or address as either Lessor or Lessee may designate by notice to the other in the manner herein provided.

- 11. All covenants by and agreements of the parties hereto shall extend to their heirs, personal representatives, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the Premises. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties with respect to the subject matter hereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties of either of them.
- 12. When trees of marketable size must be removed for drilling purposed the logs shall be left in a position for removal by Lessor or his agent and Lessee agrees to repair all fences, earth, gates, and damage caused by the herein drilling. Lessor shall reclaim surface contours within Sixty (60) days of cessation of operating under this Lease.
- 13. Lessee agrees not to flare any gas from the well unless agreed upon by mutual consent. $\ensuremath{\mathsf{L}}$
- 14. Lessor may at their own risk and expense connect a pipeline to each wellhead and/or separator for the conveyance of gas to be used on these premises, and said gas is not to exceed 300,000 cubic feet per well, per year. If Lessor's use of gas exceeds 300,000 cubic feet per well, per year, then the herein Lessor shall pay the wellhead price.
- 15. When the herein well or wells are not producing in paying quantities, the Lessor shall have the election to purchase the herein well or wells at the salvage value. Salvage value shall be determined by a non-interested party who is an expert in determining salvage value of wells.

IN WITNESS WHEREOF, the Lessor has signed this instrument as of the date first written above.

Thelma Orday

R.B. Ordway

Columbia Energy Systems, Inc.

By:____

By:____

LAW OFFICES
SCHULER, WALTMAN
& KNOWLING
PROFESSIONAL BUILDING



STATE OF TENNESSEE) SS.

Before me, a Notary Public, in and for said County and State, personally appeared the above named R.B. Ordway and Thelma Ordway, who acknowledged to me that they did execute the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Heer Market. Tw , this 12 th day 65 miles 19

Notary Pablice

STATE OF OHIO)
COUNTY) SS.

Before me, a Notary Public, in and for said County and State, personally appeared the above named who acknowledged to me that they did executed the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Ohio, this day of 19

This Instrument Prepared By:

John R. Waltman Attorney at Law Professional Building Millersburg, Ohio 44654

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PHONE: (216) 674-3055



County Commission Clerk's Office, April 7th, 1982 at 11:50 o'clock A. M. going writing, with the certificate of acknowledgment thereto, was this day admitted to record in said office.

Teste: Lada B. May., Clerk



OIL AND GAS LEASE

This Agreement made and entered into this day of made by and between Carlton Kester and Faye I. Kester, a married couple, Rt. #1, Box 93, St. Mary, West Virginia 26170 hereinafter called "Lessor", and Columbia Energy Systems, Inc, P.O. Box 06072, Columbus, Ohio 43206, hereinafter called "Lessee".

WITNESSETH That:

1. Lessor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the covenants and agreements herein contained, does hereby grant and lease exclusively unto Lessee the lands hereinafter described (hereinafter called the "Premises"), for the purposes of exploring, drilling, and operating for, producing, removing and marketing gas and oil, or either of them, and /or their constituents and of injecting air, gas, water, brine, and other substances from theses premises and into any subsurface strata, other than potable water strata and workable coal strata, together with the right to enter into and upon the Premises at all times for the aforesaid purpose and to use and occupy such portions of the Premises as may be necessary or convenient for the aforesaid purposes and to install and maintain tanks, equipment and facilities thereon at a location mutually agreed upon by Lessee and Lessor, the Premises being all of that tract of land situated in the District of Grant, County of Ritchie, State of West Virginia, and on the waters of Brushy Run, and described as Follows: Being that same tract of land described in the Deed in Deed Book 171 of page 656 in which Jacob Willard McDowell and Anna L. McDowell, his wife conveyed to the Kippers Co., Inc., 50 acres more or less, and dated December 1, 1972 and recorded in the records of Ritchie County, West Virginia, and bounded substantially as follows:

On the north by the land of James French On the east by the lands of John W. Hissem On the south by the lands of John W. Hissem On the west by the lands of David M. Hammatt

- 2. This Lease shall remain in force for a primary term of 1 year from this date. Lessee further covenants to commence drilling and to continue and complete with reasonable diligence, One (1) well within the primary term of this Lease. If the initial well is completed as a producer of oil and/or gas, Lessee shall complete drilling of a least One (1) additional well on the premises within Two (2) years after the completion of the first well. The Primary term shall be extended for each completed well site for so long thereafter as oil and gas, or either of them, is produced in paying quantities from the respective well site. A well shall be deemed completed when it is producing oil or gas or it is determined it cannot produce oil and gas in paying quantities. It is the intention of the parties that Lessee shall reasonably develope the premises as herein specified. If Lessee fails to reasonably develope the premises as herein specified, the Lease shall be forfeited as to the undeveloped acreage and Lessee shall execute and deliver to Lessor appropriately executed partial releases from the operation of the Lease of the undeveloped acreage.
- 3. Lessee convenants and agrees (a) to pay all oil and gas royalties to the Lessor withing Thirty (30) days after the operator or producer sells said oil and gas; (b) to deliver to the credit of Lessor, free of cost, in tanks or pipelines, as royalty, the equal one-eighth (1/8th) of the oil produced and saved from the Premises; (c) to pay Lessor monthly the higher of the (i) field market price at the wellhead; or (ii) sales price obtained by Lessee for one-eighth (1/8th) of the gas (except stored gas, produced and marketed from the Premises), measured in accordance with Boyle's law for the measurement of gas at varying temperatures on the basis of 10 ounces above 14.4 pounds atmospheric pressure, at a standard base temperature of 60 degrees Fahrenheit and stipulated flowing temperature of 60 degrees Fahrenheit without allowance for temperature and barometric variations, such field market price to be equal to the prevailing price offered by the natural gas utility company purchasing gas produced in the area under substantially similar circums 14/10/2014

HULER, WALTMAN & KNOWLING FESSIONAL BUILDING ERSBURG, OHIO 44654 ONE: (216) 674-3055

LAW OFFICES

OIL & GAS DIVISION
DEPT. OF MINES

AUG 2 6 1982

- 4. All payments due under this Lease shall be made or tendered to Lessor by check payable to the order of and mailed to Carlton Kester, Rt. #1, Box 93, ST. Mary, West Virginia 26170, who owns an undivided 1/64th interest, and the named person shall continue to receive any and all sums payable under this Lease regardless of changes in ownership in the Premises or in the oil or gas or their constituents, or in the rentals, royalties or other payments accruing hereunder, until delivery to Lessee of evidence of change of ownership as hereinafter provided. Said rental payment of fifty (\$50) Dollars per acre shall be made to the above party within twenty-one (21) days after receipt of the herein Lease and shall be pro-rated according to the interest owned.
- 5. All roads, sites for wells, tanks and pipelines serving these wells exclusively (except those laid by the Lessor) etc. shall be agreed upon by Lessor and Lessee as to the location, sites and sizes. Lessee shall bury below plow depth all pipelines servicing the wells on these Premises. Lessee shall repair or pay for all damages caused by operations under this Lease, within Sixty (60) days after said damage occurs. Lessee shall restore all land to original contour and Lessee further agrees to surround all tanks, separators, pumps, and oil and gas equipment by a wood fence which height shall be at least Six (6) feet and said fence shall have aesthetic value.
- 6. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple therein, then the royalties, rentals, and other sums payable hereunder shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. No change of ownership in the Premises or in the royalties, rentals and other sums payable hereunder shall be binding on the Lessee until written notice thereof is given to Lessee together with the original instrument of conveyance or assignment or a duly certified copy thereof and such other evidence or documents as Lessee may reasonably request as proof of such conveyance or assignment or the validity thereof.
- 7. If the Premises are owned by two or more parties, or the ownership of any interest therein shall hereafter be transferred by sale, devise, operation of law or otherwise, the Premises nevertheless may be held, developed and operated as an entirety, and the royalties, rentals and other sums payable hereunder shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire acreage of the Premise 8. Lessee shall have the privilege of using sufficient oil, gas and water for operating on the Premises and provided all royalties and rentals provided hereunder have been fully paid, Lessee shall have the right at any time during or within a Ninety (90) day period after the expiration of this Lease to remove all pipe, well casing, machinery, equipment or fixtures placed on or in the Premises. Lessee shall have the right to surrender this Lease or any portion thereof by written notice to Lessor describing the Portion surrendered, or by returning the Lease to the Lessor with the endorsement of surrender thereof, which shall be a full and legal surrender of this Lease as to all of the Premises or such portion thereof as the notice of surrender shall describe and a cancellation of all liabilities under the same of the parties hereto relating in any way to the portion or all of the Premises described in the notice of surrender, and the rentals payable hereunder shall be reduced in proportion to the acreage surrendered.
- 9. In the event Lessee is unable to perform any acts or acts contemplated by this Lease by reason of major force including, without limitation, acts of God, strikes and governmental restrictions or other occurrences beyond Lessee's reasonable control this Lease shall nevertheless remain in full force and effect until Lessee can perform said act or acts.
- 10. Any notice required hereunder to Lessor or Lessee shall be deemed to have been properly given or received when delivered in person or three (3) days after the same has been deposited in the United States mail, postage prepaid, properly addressed, in the case of Lessor, to the person and at the address to which payments are to be made or tendered to Lessor pursuant to Section 4 hereof and, in the case of Lessee, to the address appearing in the

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MILLERSBURG, OHIO 44654
PHONE: (216) 674-3055

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AUG 2 6 1982

OIL & GAS DIVISION
DEPT. OF MINES

heading of this Lease or to such other person and/or address as either Lessor or Lessee may designate by notice to the other in the manner herein provided.

- 11. All covenants by and agreements of the parties hereto shall extend to their heirs, personal representatives, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the Premises. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties with respect to the subject matter hereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties of either of them.
- When trees of marketable size must be removed for drilling purposed the logs shall be left in a position for removal by Lessor or his agent and Lessee agrees to repair all fences, earth, gates, and damage caused by the herein drilling. Lessor shall reclaim surface contours within Sixty (60) days of cessation of operating under this Lease.
- 13. Lessee agrees not to flare any gas from the well unless agreed upon by mutual consent.
- 14. Lessor may at their own risk and expense connect a pipeline to each wellhead and/or separator for the conveyance of gas to be used on these premises, and said gas is not to exceed 300,000 cubic feet per well, per year. If Lessor's use of gas exceeds 300,000 cubic feet per well, per year, then the herein Lessor shall pay the wellhead price.
- 15. When the herein well or wells are not producing in paying quantities, the Lessor shall have the election to purchase the herein well or wells at the salvage value. Salvage value shall be determined by a non-interested party who is an expert in determining salvage value of wells.

IN WITNESS WHEREOF, the Lessor has signed this instrument as of the date first written above.

Signed and Acknowledged in the presence of:

Faye V. Kester

Columbia Energy Systems, Inc.

By:

By:

LAW OFFICES CHULER, WALTMAN & KNOWLING DESSIONAL BUILDING ERSBURG, OHIO 44654 HONE: (216) 674-3055



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STATE OF WEST VIRGINIA)

x Pleasants COUNTY)

SS.

Before me, a Notary Public, in and for said County and State, personally appeared the above named Carlton Kester and Faye I. Kester, who acknowledged to me that they did execute the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Pleasants County wo , this 5th day gf March 1983

RICHARD L. LEWIS

NOTARY PUBLIC >

PLEASANTS COUNTY

MY COMMISSION EXPIRES

JANUARY 9, 1991

STATE OF OHIO)
COUNTY)

Before me, a Notary Public, in and for said County and State, personally appeared the above named who acknowledged to me that they did executed the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at $$\operatorname{\textsc{Ohio}}$, this $\operatorname{\textsc{day}}$ of $19$$

This Instrument Prepared By:

John R. Waltman Attorney at Law Professional Building Millersburg, Ohio 44654

LAW OFFICES
SCHULER, WALTMAN
& KNOWLING
PROFESSIONAL BUILDING
MILLERSBURG, OHIO 44654
PHONE: (216) 674-3055



STATE OF WEST VIRGINIA,

Ritchie County Commission Clerk's Office,

April 7th, 19 82

at 11:50 o'clock A. M. The foregoing writing, with the certificate of acknowledgment thereto, was this day admitted to record in said office.

Teste: Linda B. Maze, Clerk

AUG 2 6 1982

OIL & GAS DIVISION DEPT. OF MINES

OIL AND GAS LEASE

This Agreement made and entered into this 17 day of 19982 by and between Isabell Armbrister, a widow, 19510 Sandy Shore, Humble, Texas 77338 hereinafter called "Lessor", and Columbia Energy Systems, Inc, P.O. Box 06072, Columbus, Ohio 43206, hereinafter called "Lessee".

WITNESSETH That:

1. Lessor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the covenants and agreements herein contained, does hereby grant and lease exclusively unto Lessee the lands hereinafter described (hereinafter called the "Premises"), for the purposes of exploring, drilling, and operating for, producing, removing and marketing gas and oil, or either of them, and /or their constituents and of injecting air, gas, water, brine, and other substances from theses premises and into any subsurface strata, other than potable water strata and workable coal strata, together with the right to enter into and upon the Premises at all times for the aforesaid purpose and to use and occupy such portions of the Premises as may be necessary or convenient for the aforesaid purposes and to install and maintain tanks, equipment and facilities thereon at a location mutually agreed upon by Lessee and Lessor, the Premises being all of that tract of land situated in the District of Grant, County of Ritchie, State of West Virginia, and on the waters of Brushy Run, and described as Follows: Being that same tract of land described in the Deed in Deed Book 171 of page 656 in which Jacob Willard McDowell and Anna L. McDowell, his wife conveyed to the Koppers Co., Inc., 50 acres more or less less, and dated December 1, 1972 and recorded in the records of Ritchie County, West Virginia, and bounded substantially as follows:

On the north by the lands of James French On the east by the lands of John W. Hissem On the south by the lands of John W. Hissem On the west by the lands of David M. Hammatt

- 2. This Lease shall remain in force for a primary term of 1 year from this date. Lessee further covenants to commence drilling and to continue and complete with reasonable diligence, One (1) well within the primary term of this Lease. If the initial well is completed as a producer of oil and/or gas, Lessee shall complete drilling of a least One (1) additional well on the premises within Two (2) years after the completion of the first well. The Primary term shall be extended for each completed well site for so long thereafter as oil and gas, or either of them, is produced in paying quantities from the respective well site. A well shall be deemed completed when it is producing oil or gas or it is determined it cannot produce oil and gas in paying quantities. It is the intention of the parties that Lessee shall reasonably develope the premises as herein specified. If Lessee fails to reasonably develope the premises as herein specified, the Lease shall be forfeited as to the undeveloped acreage and Lessee shall execute and deliver to Lessor appropriately executed partial releases from the operation of the Lease of the undeveloped acreage.
- 3. Lessee convenants and agrees (a) to pay all oil and gas royalties to the Lessor withing Thirty (30) days after the operator or producer sells said oil and gas; (b) to deliver to the credit of Lessor, free of cost, in tanks or pipelines, as royalty, the equal one-eighth (1/8th) of the oil produced and saved from the Premises; (c) to pay Lessor monthly the higher of the (i) field market price at the wellhead; or (ii) sales price obtained by Lessee for one-eighth (1/8th) of the gas (except stored gas, produced and marketed from the Premises), measured in accordance with Boyle's law for the measurement of gas at varying temperatures on the basis of 10 ounces above 14.4 pounds atmospheric pressure, at a standard base temperature of 60 degrees Fahrenheit and stipulated flowing temperature of 60 degrees Fahrenheit without allowance for temperature and barometric variations, such field market price to be equal to the prevailing price offered by the natural gas utility company purchasing gas produced in the area under substantially similar circumstances and condition.

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PROFESSIONAL BUILDING
SILLERSBURG, OHIO 44654

OIL & GAS DIVISION
DEPT. OF MINES

- 4. All payments due under this Lease shall be made or tendered to Lessor by check payable to the order of and mailed to Isabel Armbrister, 19510 Sandy Shore, Humble, Texas 77338, who owns an undivided 1/64th interest, and the named person shall continue to receive any and all sums payable under this Lease regardless of changes in ownership in the Premises or in the oil or gas or their constituents, or in the rentals, royalties or other payments accruing hereunder, until delivery to Lessee of evidence of change of ownership as hereinafter provided. Said rental payment of fifty (\$50) Dollars per acre shall be made to the above party within twenty-one (21) days after receipt of the herein Lease and shall be pro-rated according to the interest owned.
- 5. All roads, sites for wells, tanks and pipelines serving these wells exclusively (except those laid by the Lessor) etc. shall be agreed upon by Lessor and Lessee as to the location, sites and sizes. Lessee shall bury below plow depth all pipelines servicing the wells on these Premises. Lessee shall repair or pay for all damages caused by operations under this Lease, within Sixty (60) days after said damage occurs. Lessee shall restore all land to original contour and Lessee further agrees to surround all tanks, separators, pumps, and oil and gas equipment by a wood fence which height shall be at least Six (6) feet and said fence shall have aesthetic value.
- 6. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple therein, then the royalties, rentals, and other sums payable hereunder shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. No change of ownership in the Premises or in the royalties, rentals and other sums payable hereunder shall be binding on the Lessee until written notice thereof is given to Lessee together with the original instrument of conveyance or assignment or a duly certified copy thereof and such other evidence or documents as Lessee may reasonably request as proof of such conveyance or assignment or the validity thereof.
- 7. If the Premises are owned by two or more parties, or the ownership of any interest therein shall hereafter be transferred by sale, devise, operation of law or otherwise, the Premises nevertheless may be held, developed and operated as an entirety, and the royalties, rentals and other sums payable hereunder shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire acreage of the Premise 8. Lessee shall have the privilege of using sufficient oil, gas and water for operating on the Premises and provided all royalties and rentals provided hereunder have been fully paid, Lessee shall have the right at any time during or within a Ninety (90) day period after the expiration of this Lease to remove all pipe, well casing, machinery, equipment or fixtures placed on or in the Premises. Lessee shall have the right to surrender this Lease or any portion thereof by written notice to Lessor describing the Portion surrendered, or by returning the Lease to the Lessor with the endorsement of surrender thereof, which shall be a full and legal surrender of this Lease as to all of the Premises or such portion thereof as the notice of surrender shall describe and a cancellation of all liabilities under the same of the parties hereto relating in any way to the portion or all of the Premises described in the notice of surrendered.
- 9. In the event Lessee is unable to perform any acts or acts contemplated by this Lease by reason of major force including, without limitation, acts of God, strikes and governmental restrictions or other occurrences beyond Lessee's reasonable control this Lease shall nevertheless remain in full force and effect until Lessee can perform said act or acts.
- 10. Any notice required hereunder to Lessor or Lessee shall be deemed to have been properly given or received when delivered in person or three (3) days after the same has been deposited in the United States mail, postage prepaid, properly addressed, in the case of Lessor, to the person and at the address to which payments are to be made or tendered to Lessor pursuant to Section 4 hereof and, in the case of Lessee, to the address appearing in the

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OIL & GAS DIVISION
DEPT. OF MINES

LAW OFFICES

heading of this Lease or to such other person and/or address as either Lessor or Lessee may designate by notice to the other in the manner herein provided.

- 11. All covenants by and agreements of the parties hereto shall extend to their heirs, personal representatives, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the Premises. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties with respect to the subject matter hereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties of either of them.
- 12. When trees of marketable size must be removed for drilling purposed the logs shall be left in a position for removal by Lessor or his agent and Lessee agrees to repair all fences, earth, gates, and damage caused by the herein drilling. Lessor shall reclaim surface contours within Sixty (60) days of cessation of operating under this Lease.
- 13. Lessee agrees not to flare any gas from the well unless agreed upon by mutual consent.
- 14. Lessor may at their own risk and expense connect a pipeline to each wellhead and/or separator for the conveyance of gas to be used on these premises, and said gas is not to exceed 300,000 cubic feet per well, per year. If Lessor's use of gas exceeds 300,000 cubic feet per well, per year, then the herein Lessor shall pay the wellhead price.
- 15. When the herein well or wells are not producing in paying quantities, the Lessor shall have the election to purchase the herein well or wells at the salvage value. Salvage value shall be determined by a non-interested party who is an expert in determining salvage value of wells.

IN WITNESS WHEREOF, the Lessor has signed this instrument as of the date first written above.

Signed and Acknowledged in the presence of:

Millian & Formel

Juanita d'Armbrister

Isabel Armbrister

aka Juanita I. Armbrister

Columbia Energy Systems, Inc.

By:_

By:

LAW OFFICES
CHULER, WALTMAN
& KNOWLING
OFESSIONAL BUILDING
LERSBURG, OHIO 44854

ONE: (216) 674-30EE



STATE OF TEXAS) SS.

Before me, a Notary Public, in and for said County and State, personally appeared the above named Isabel Armbrister, who acknowledged to me that she did execute the foregoing instrument and that the same is her free act and deed.

seal at Humble, Lexas , this 17 day of March 198

STATE OF OHIO)

COUNTY) SS

Johnnie L. Willkens

Notary Public State of Texas

My Commission Expires March 23, 1985

Bonded by L. Alexander Lovett, Lawyers Surety Corp

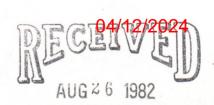
Before me, a Notary Public, in and for said County and State, personally who acknowledged to me that they did executed the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official ohio, this day of

This Instrument Prepared By:

John R. Waltman Attorney at Law Professional Building Millersburg, Ohio 44654

LAW OFFICES
HULER, WALTMAN
& KNOWLING
ESSIONAL BUILDING
RSBURG, OHIO 44654



TATE OF WEST VIRGINIA,	(Form CC No. 1)
	April 7th , 19 82 at 11:50 o'clock A. N
Ritchie County Commission Clerk's Office,	
foregoing writing, with the certificate	e of acknowledgment thereto, was this day admitted to record in said office.
The loregoing with	I. I show
	Teste: Sinda B. Mary), Clerk



OIL AND GAS LEASE

This Agreement made and entered into this day of them by and between Anna L. McDowell, a widow, Box 411, Killbuck, Ohio hereinafter called "Lessor", and Columbia Energy Systems, Inc, P.O. Box 06072, Columbus, Ohio 43206, hereinafter called "Lessee".

WITNESSETH That:

1. Lessor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the covenants and agreements herein contained, does hereby grant and lease exclusively unto Lessee the lands hereinafter described (hereinafter called the "Premises"), for the purposes of exploring, drilling, and operating for, producing, removing and marketing gas and oil, or either of them, and /or their constituents and of injecting air, gas, water, brine, and other substances from theses premises and into any subsurface strata, other than potable water strata and workable coal strata, together with the right to enter into and upon the Premises at all times for the aforesaid purpose and to use and occupy such portions of the Premises as may be necessary or convenient for the aforesaid purposes and to install and maintain tanks, equipment and facilities thereon at a location mutually agreed upon by Lessee and Lessor, the Premises being all of that tract of land situated in the District of Grant, County of Ritchie, State of West Virginia, and on the waters of Brushy Run, and described as Follows: Being that same tract of land described in the Deed in Deed Book 171 of page 656 in which Jacob Willard McDowell and Anna L. McDowell, his wife conveyed to the Koppers Co., Inc., 50 acres more or less, and dated December 1, 1972 and recorded in the records of Ritchie County, West Virginia, containing 50 acres more or less and bounded substantially as follows:

On the north by the lands of James French On the east by the lands of John W. Hissem On the south by the lands of John W. Hissem On the west by the lands of David M. Hammatt

- 2. This Lease shall remain in force for a primary term of year from this date. Lessee further covenants to commence drilling and to continue and complete with reasonable diligence, One (1) well within the primary term of this Lease. If the initial well is completed as a producer of oil and/or gas, Lessee shall complete drilling of a least One (1) additional well on the premises within Two (2) years after the completion of the first well. The Primary term shall be extended for each completed well site for so long thereafter as oil and gas, or either of them, is produced in paying quantities from the respective well site. A well shall be deemed completed when it is producing oil or gas or it is determined it cannot produce oil and gas in paying quantities. It is the intention of the parties that Lessee shall reasonably develope the premises as herein specified. If Lessee fails to reasonably develope the premises as herein specified, the Lease shall be forfeited as to the undeveloped acreage and Lessee shall execute and deliver to Lessor appropriately executed partial releases from the operation of the Lease of the undeveloped acreage.
- 3. Lessee convenants and agrees (a) to pay all oil and gas royalties to the Lessor withing Thirty (30) days after the operator or producer sells said oil and gas; (b) to deliver to the credit of Lessor, free of cost, in tanks or pipelines, as royalty, the equal one-eighth (1/8th) of the oil produced and saved from the Premises; (c) to pay Lessor monthly the higher of the (i) field market price at the wellhead; or (ii) sales price obtained by Lessee for one-eighth (1/8th) of the gas (except stored gas, produced and marketed from the Premises), measured in accordance with Boyle's law for the measurement of gas at varying temperatures on the basis of 10 ounces above 14.4 pounds atmospheric pressure, at a standard base temperature of 60 degrees Fahrenheit and stipulated flowing temperature of 60 degrees Fahrenheit without allowance for temperature and barometric variations, such field market price to be equal to the prevailing price offered by the natural gas utility company purchasing gas produced in the area under substantially similar circumstances and condition.

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& KNOWLING
PROFESSIONAL BUILDING

AUG 2 6 1982

- 4. All payments due under this Lease shall be made or tendered to Lessor by check payable to the order of and mailed to Anna L. McDowell, Box 411, Killbuck, Ohio 44637, who owns an undivided 1/16th interest, and the named person shall continue to receive any and all sums payable under this Lease regardless of changes in ownership in the Premises or in the oil or gas or their constituents, or in the rentals, royalties or other payments accruing hereunder, until delivery to Lessee of evidence of change of ownership as hereinafter provided. Said rental payment of fifty (\$50) Dollars per acre shall be made to the above party within twenty-one (21) days after receipt of the herein Lease and shall be pro-rated according to the interest owned.
- 5. All roads, sites for wells, tanks and pipelines serving these wells exclusively (except those laid by the Lessor) etc. shall be agreed upon by Lessor and Lessee as to the location, sites and sizes. Lessee shall bury below plow depth all pipelines servicing the wells on these Premises. Lessee shall repair or pay for all damages caused by operations under this Lease, within Sixty (60) days after said damage occurs. Lessee shall restore all land to original contour and Lessee further agrees to surround all tanks, separators, pumps, and oil and gas equipment by a wood fence which height shall be at least Six (6) feet and said fence shall have aesthetic value.
- 6. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple therein, then the royalties, rentals, and other sums payable hereunder shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. No change of ownership in the Premises or in the royalties, rentals and other sums payable hereunder shall be binding on the Lessee until written notice thereof is given to Lessee together with the original instrument of conveyance or assignment or a duly certified copy thereof and such other evidence or documents as Lessee may reasonably request as proof of such conveyance or assignment or the validity thereof.
- 7. If the Premises are owned by two or more parties, or the ownership of any interest therein shall hereafter be transferred by sale, devise, operation of law or otherwise, the Premises nevertheless may be held, developed and operated as an entirety, and the royalties, rentals and other sums payable hereunder shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire acreage of the Premise 8. Lessee shall have the privilege of using sufficient oil, gas and water for operating on the Premises and provided all royalties and rentals provided hereunder have been fully paid, Lessee shall have the right at any time during or within a Ninety (90) day period after the expiration of this Lease to remove all pipe, well casing, machinery, equipment or fixtures placed on or in the Premises. Lessee shall have the right to surrender this Lease or any portion thereof by written notice to Lessor describing the Portion surrendered, or by returning the Lease to the Lessor with the endorsement of surrender thereof, which shall be a full and legal surrender of this Lease as to all of the Premises or such portion thereof as the notice of surrender shall describe and a cancellation of all liabilities under the same of the parties hereto relating in any way to the portion or all of the Premises described in the notice of surrender, and the rentals payable hereunder shall be reduced in proportion to the acreage surrendered.
- 9. In the event Lessee is unable to perform any acts or acts contemplated by this Lease by reason of major force including, without limitation, acts of God, strikes and governmental restrictions or other occurrences beyond Lessee's reasonable control this Lease shall nevertheless remain in full force and effect until Lessee can perform said act or acts.
- 10. Any notice required hereunder to Lessor or Lessee shall be deemed to have been properly given or received when delivered in person or three (3) days after the same has been deposited in the United States mail, postage prepaid, properly addressed, in the case of Lessor, to the person and at the address to which payments are to be made or tendered to Lessor pursuant to Section 4 hereof and, in the case of Lessee, to the address appearing in the

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& KNOWLING
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heading of this Lease or to such other person and/or address as either Lessor or Lessee may designate by notice to the other in the manner herein provided.

- 11. All covenants by and agreements of the parties hereto shall extend to their heirs, personal representatives, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the Premises. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties with respect to the subject matter hereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties of either of them.
- 12. When trees of marketable size must be removed for drilling purposed the logs shall be left in a position for removal by Lessor or his agent and Lessee agrees to repair all fences, earth, gates, and damage caused by the herein drilling. Lessor shall reclaim surface contours within Sixty (60) days of cessation of operating under this Lease.
- 13. Lessee agrees not to flare any gas from the well unless agreed upon by mutual consent.
- 14. Lessor may at their own risk and expense connect a pipeline to each wellhead and/or separator for the conveyance of gas to be used on these premises, and said gas is not to exceed 300,000 cubic feet per well, per year. If Lessor's use of gas exceeds 300,000 cubic feet per well, per year, then the herein Lessor shall pay the wellhead price.
- 15. When the herein well or wells are not producing in paying quantities, the Lessor shall have the election to purchase the herein well or wells at the salvage value. Salvage value shall be determined by a non-interested party who is an expert in determining salvage value of wells.

IN WITNESS WHEREOF, the Lessor has signed this instrument as of the date first written above.

Signed and Acknowledged in the presence of:

Sweety & Steele

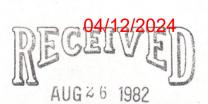
Anna L. McDowell

Columbia Energy Systems, Inc.

By:__

By:

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SCHULER, WALTMAN
& KNOWLING
PROFESSIONAL BUILDING
MILLERSBURG, OHIO 44654
PHONE: (216) 674-3055



STATE OF OHIO)
HOLMES COUNTY)

Before me, a Notary Public, in and for said County and State, personally appeared the above named Anna L. McDowell, who acknowledged to me that she did execute the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Millersburg Ohio, this 3 of Mark 1982

JOHN R. VAL. DA AMORNO ALTAW

STATE OF OHIO)
COUNTY)

Notary Public - State of Chio
My commission has no expiration date.
Section 147.03 P.J.C.

Before me, a Notary Public, in and for said County and State, personally appeared the above named who acknowledged to me that they did executed the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Ohio, this day of 19

This Instrument Prepared By:

John R. Waltman Attorney at Law Professional Building Millersburg, Ohio 44654

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& KNOWLING
PROFESSIONAL BUILDING
MILLERSBURG, OHIO 44654
PHONE: (216) 674-3055



STATE OF WEST VIRGINIA,

(Form CC No. 1)

Ritchie County Commission Clerk's Office, _____April 7th _____, 19_82 __at 11:50 o'clock A. M.

The foregoing writing, with the certificate of acknowledgment thereto, was this day admitted to record in said office.

Teste: Linds B. Mass., Clerk



OIL & GAS DIVISION
DEPT. OF MINES