

OIL AND GAS LEASE

881

THIS AGREEMENT, made this 6th day of February, 19 83
by and between: T. D. Scadden and Sibyl M. Scadden, his wife
P. O. Box 137 Luling, Texas 78648

hereinafter known as the "LESSOR", whether one or more,
and Craig L. Harden hereinafter known as the "LESSEE", whether one or more,
Rt. 1 Box 66-B Waverly, West Virginia 26184

WITNESSETH:

1. That the LESSOR, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby GRANT and LEASE unto the LESSEE all of the oil and gas and all of the constituents of either, in and under the following described land, together with the exclusive right to operate, drill for, produce, and market oil and gas and their constituents, and also the right to enter thereon for the purpose of drilling and operating for oil and gas, laying pipelines, erecting tanks, machinery, and the right to do all other things necessary and proper for the drilling, production, and marketing of oil and gas and their constituents from the property which is more particularly described below:

Situated in Grant ~~Rowson~~ Township/District, County of Ritchie, State of W. Va.,
and more particularly described at Volume _____, Page _____, of the Deed Records of Ritchie County,
West Virginia, which description is hereby referred to and incorporated herein by reference; which property is bounded substantially as follows:

NORTH by lands of Designated as Parcel 45 on tax (Situated on the Waters of
map 8 and Parcel 42 on tax map Wolf Pen Run)
EAST by lands of 7, in the Ritchie County Tax Assessors Office.
SOUTH by lands of _____

WEST by lands of _____
Containing 103 acres, more or less.

2. It is agreed that this lease shall remain in force for a primary term of six MONTHS from this date and as long thereafter as operations for oil or gas, or either of them, are being conducted on the premises, or oil or gas, or either of them, is being produced in paying quantities. It is expressly agreed that if LESSEE shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom then as long as production continues in paying quantities.

If, after expiration of the term of this lease, production from the leased premises in paying quantities shall cease from any cause, this lease shall not terminate provided LESSEE resumes operations for the production of oil or gas within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, as long thereafter as oil or gas or either of them is produced in paying quantities.

3. LESSEE shall commence operations for a well on the leased premises or on acreage pooled therewith as provided herein, on or before July 1, 1983, unless LESSEE pays or tenders the sum of \$ 40.00/acre for each six months that operations are delayed. Such payment shall be a rental for the privilege of deferring commencement of drilling operations for the above period of time. In like manner, and upon like payments or tenders, the commencement of drilling operations shall be further deferred for successive periods during the primary term of this lease. or this lease will be null and void.

4. If a well capable of producing oil or gas or the constituents of either in paying quantities located on the leased premises (or acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in, suspended or otherwise not produced by the LESSEE due to lack of a market, and no oil or gas or their constituents is sold or utilized off the premises, nevertheless such shut in well shall be deemed to be a well on the leased premises producing in paying quantities and this lease shall remain in force during all of the time while such well is so shut in, whether before or after the expiration of the primary term. LESSEE shall use reasonable diligence to market any production from such well or wells but shall be under no obligation to market such products under terms, conditions or circumstances which in LESSEE's good faith judgment are unsatisfactory.

LESSEE shall be obligated to pay or tender to LESSOR within sixty (60) days after any such well is shut in and each anniversary thereafter, as royalty, an amount equal to \$ 5.00 per acre per year it being the intention of the parties that this lease shall remain in full force and effect for sixty (60) days after shutting in any well without payment.

5. LESSEE agrees to pay to the credit of the LESSOR one-eighth (1/8) of all the oil produced and saved from the leased premises, delivered free of cost to the purchasing agency, and one-eighth (1/8) of the proceeds of all the gas marketed and sold from said premises, payable monthly.

6. LESSOR reserves to himself, free of cost, 200,000 cubic feet of gas per annum for domestic use in one single family dwelling located on this property. Such free gas shall be taken through LESSOR's own appliances and LESSOR shall be responsible for using economical appliances. LESSOR further covenants and agrees that his taking and use of such gas shall be wholly at his own risk and LESSOR agrees to indemnify and hold harmless LESSEE for any accident or damage caused thereby to either the parties to this agreement or any third party, and LESSEE shall not be liable for any shortage or failure in the supply of gas for said domestic use.

7. All payments made to LESSOR under the terms of this lease shall be made to the LESSOR, or any one of them, in cash or check in person or by United States mail to the address set forth herein or to the credit of LESSOR, or any one of them, in #

Citizens State Bank Bank at _____, which bank and its successors are hereby designated as LESSOR's agent for the purpose of receiving said payment. If said bank should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payments on behalf of LESSOR, LESSEE shall not be held in default for failure to make said payment so long as LESSEE has made a bona fide attempt to make said payment and in no event shall any default be declared against LESSEE until thirty (30) days after LESSEE receives written notice of said default during which time LESSEE shall have the right to make the payment then in default and thereby cure said default.

8. Any notice or demand required by this agreement shall be made to the LESSOR and LESSEE at the address set forth herein and to successors or assigns of the LESSEE herein at the address set forth in the instrument of conveyance as recorded in the County Recorder's Office by United States mail, postage prepaid, or in person.

9. LESSEE is authorized to pool or combine the land covered by this lease, or any portion thereof, or formation thereunder, as to oil and/or gas, with any other land, lease or leases when in LESSEE's judgment it is advisable to do so in order to properly develop or operate said premises. Such pooling shall be into a well unit or units not exceeding approximately forty (40) acres for oil and not exceeding approximately six hundred forty (640) acres for gas. LESSEE shall execute and record an instrument or instruments identifying and describing the pooled acreage. Production, drilling or reworking operations anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations under this lease. In lieu of the royalties elsewhere herein specified, LESSOR shall receive from a unit so formed only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit or his royalty therein bears to the total acreage so pooled in the particular unit involved.

10. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to, and be binding on, their heirs, successors, and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of LESSEE; and no change or division in such ownership shall be binding on LESSEE until thirty (30) days after LESSEE shall have been furnished by certified mail at LESSEE's principal place of business with originals or certified copies of recorded documents of title transferring title from LESSOR. In the event of assignment hereof, in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owners of this lease or portion thereof who commits such breach.

11. LESSEE shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of LESSOR. LESSEE shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises including the right to draw and remove casing.

12. LESSEE hereby agrees to restore the surface of the land covered by this lease to as near as practical its original condition after each drilling operation and further agrees to pay LESSOR for all damages to growing crops, improvements and livestock caused by or arising out of its operations thereon. When required by LESSOR, LESSEE will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence, or barn now on said land without LESSOR's consent.

13. LESSOR hereby warrants and agrees to defend the title to this property including the oil and gas and other minerals which are the subject of this lease and LESSOR agrees that LESSEE, at its option, may pay, discharge or redeem any taxes, mortgages, or other liens existing on or assessed against said property, either in whole or in part, and in the event LESSEE does so, it shall be subrogated to the rights of such lien holder with the right to reimburse itself by applying any royalty toward satisfying the same.

not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as LESSEE is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises, anything in the lease to the contrary notwithstanding.

15. If LESSOR owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties and benefits herein provided shall be paid to the LESSOR only in the proportion which its interest bears to the whole undivided fee. Should any person, firm, or corporation having an interest in the above-described land not lease to LESSEE, or should any one or more of the parties named above as LESSOR not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

16. At any time LESSEE shall have the right to surrender this lease or any part thereof for cancellation, after which all payments and liabilities thereunder shall cease and determine as to the part or parts so surrendered, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the LESSOR, or if more than one LESSOR, then to any one of them, or to any heir or assign of any one of them, by delivery of a duly executed surrender thereof in person or by mail addressed to the address of such person as set forth herein, or by recording a duly executed surrender thereof in the Recorder's Office of the County in which the land is located.

17. In consideration of the granting of this lease and its terms and covenants, LESSOR does hereby grant, sell, assign, transfer and set over unto the LESSEE, its heirs, successors, representatives and assigns, a right-of-way to lay, maintain, operate, inspect, replace, change the size of, locate and remove pipe lines for the transportation of oil or gas and other products with drips, valves, measuring and regulating equipment and other necessary appurtenances thereto on, over and through the land of the LESSOR together with the right of ingress and egress to and from said pipe line measuring and regulating equipment and other necessary appurtenances at all times as may be necessary or convenient for the full and complete use by the LESSEE of this right-of-way.

The LESSOR shall use and enjoy the said lands subject to the conditions and provisions of this right-of-way grant expressed and implied and provided always that such use and enjoyment shall not interfere with or be inconsistent in any way with the rights, privileges and uses herein granted to the LESSEE.

18. This lease embodies the entire contract and agreement between LESSOR and LESSEE, and no warranties, representations, promises, or inducements not herein expressed have been made or relied upon by either party.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this instrument as of the day and year first above-written.

See Exhibit "A" below

WITNESS:

x T. D. Scadden (SEAL)
T. D. Scadden (SEAL)
ss # 456 01 9541 (SEAL)

x Sibyl M. Scadden (SEAL)
Sibyl M. Scadden (SEAL)
ss # 467 32 6846 (SEAL)

_____ (SEAL)

Texas ACKNOWLEDGEMENT

STATE OF TEXAS }
COUNTY OF Caldwell }

To-wit:

Dana McCrary, a Notary Public of said County, do hereby certify that T. D. Scadden and Sibyl M. Scadden, his wife

signed to the within writing bearing date the 6th day of Feb, 19 83
this day acknowledged the same before me in my said County.

Given under my hand this 7th day of February, 19 83

NOTARY PUBLIC, in and for the State of Texas
Commission expires 8-16-85

Dana McCrary
Notary Public

OHIO ACKNOWLEDGEMENT

STATE OF OHIO }
COUNTY OF _____ }

ss.

Filed and admitted to record in the office of the Clerk of the County Commission of Ritchie County, W. Va. FEB 14 1983

before me, a Notary Public in and for said county, personally appeared the above named _____

_____ 19 _____ at 4:05 o'clock P.M. who acknowledged

_____ did sign the foregoing instrument, and that the same is Recorded in _____ free act and deed. In testimony

whereof I have hereunto subscribed my name at _____ Book No. 153 Page 881

_____ of _____, 19 _____ Testes: Linda B. Magee Clerk

Notary Public

EXHIBIT "A"

The Lessors, first being duly sworn, depose and say they are the owners, or part owners, of the premises hereinbefore described. That they acquired an interest in said premises by _____ Deed Page _____

The Lessors further state that the subject property has been covered by various Oil and Gas leases of record; that subject property is to be covered by this lease, when specified herein, and that the Lessors have not received any rental, royalty, or any other income from any Oil & Gas lease except this lease, and that all other Oil & Gas leases are null and void.

The Lessors herein further states that no production of Oil and Gas has been obtained on the subject property for a period of time exceeding _____ years. Lessors further saith naught.

Standard Form 100

IV-35
(Rev 8-81)

RECEIVED

DEC 5 - 1983



OIL & GAS DIVISION
DEPT. OF MINES
State of West Virginia
Department of Mines
Oil and Gas Division

Date December 1, 1983
Operator's Well No. DR-026-1
Farm T.D. & Charles Scadden
API No. 47-085-6648

WELL OPERATOR'S REPORT
OF
DRILLING, FRACTURING AND/OR STIMULATING, OR PHYSICAL CHANGE

WELL TYPE: Oil / Gas / Liquid Injection / Waste Disposal
(If "Gas," Production / Underground Storage / Deep / Shallow)

LOCATION: Elevation: 1158' Watershed Wolfpen Run
District: Grant County Ritchie Quadrangle Schultz

COMPANY Alan Gable Oil Development Co.

ADDRESS P O Box 166, Davisville, Wv

DESIGNATED AGENT Ronald Kudella

ADDRESS P O Box 166, Davisville, Wv

SURFACE OWNER T.D. & Charles Scadden
Lulling, Texas

ADDRESS Millersburg, OH

MINERAL RIGHTS OWNER same

ADDRESS same

OIL AND GAS INSPECTOR FOR THIS WORK

Robert Lowth ADDRESS Middlebourne, WV

PERMIT ISSUED #6648

DRILLING COMMENCED 10/ 17/ 83

DRILLING COMPLETED 10/26/83

IF APPLICABLE: PLUGGING OF DRY HOLE ON
CONTINUOUS PROGRESSION FROM DRILLING OR
REWORKING. VERBAL PERMISSION OBTAINED
ON

Casing & Tubing	Used in Drilling	Left in Well	Cement fill up Cu. ft.
Size 20-16 Cond.		40'	25 sks
13-10"			
9 5/8			
8 5/8		1243	400 sks
7			
5 1/2			
4 1/2		4790	600 sks
3			
2			
Liners used			

GEOLOGICAL TARGET FORMATION Devonian Shale Depth 5800 feet

Depth of completed well 4797 feet Rotary ^{xx} / Cable Tools

Water strata depth: Fresh 358 feet; Salt 500 feet

Coal seam depths: n/a Is coal being mined in the area? no

OPEN FLOW DATA

Producing formation Bradford, Balltown, Speechley Pay zone depth 4443-3697 feet

Gas: Initial open flow 790 Mcf/d Oil: Initial open flow 0 Bbl/d

Final open flow 630 Mcf/d Final open flow 0 Bbl/d

Time of open flow between initial and final tests 4 hours

Static rock pressure 870 psig (surface measurement) after 24 hours shut in

(If applicable due to multiple completion--)

Second producing formation Gordon, Gantz Pay zone depth 2955-2467 feet

Gas: Initial open flow aa Mcf/d Oil: Initial open flow aa Bbl/d

Final open flow aa Mcf/d Oil: Final open flow aa Bbl/d

Time of open flow between initial and final tests aa hours

Static rock pressure aa psig (surface measurement) after aa hours shut in

(Continue on reverse side)

DETAILS OF PERFORATED INTERVALS, FRACTURING OR STIMULATING, PHYSICAL CHANGE, ETC.

2nd stage		1st stage	
2465-67	3 holes	3697-3700	4 holes
2652-54	3	3757-59	3
2668-70	6	3831-33	6
2697-98	2	4124-26	5
2957-58	3	4197-99	3
2953-55	3	4441-43	4

750 MCF N2

WELL LOG

FORMATION	COLOR	HARD OR SOFT	TOP FEET	BOTTOM FEET	REMARKS Including indication of all fresh and salt water, coal, oil and gas
0 to 1262			n/a		
Little Dunkard			1262	1270	
Freeport			1404	1480	
Gas sand			1504	1518	
1st salt			1648	1702	
2nd salt			1720	1828	
3rd salt			1860	1898	
Maxon			1907	1840	gas
BIG Lime			1841	2000	
Keener			2003	2023	
Big Injun			2030	2156	
Weir			2298	2382	
Berea			2532	2532	
Gantz			2645	2673	
Gordon			2947	2957	
Upper Speechely			3295	3350	gas
Balltwon			3804	3954	gas
Bradford			4010	4200	
T.D.			4797		

(Attach separate sheets as necessary)

Alan Gablie Oil Development Co.

Well Operator

By: Jubal S. Terry

Date: December 1, 1983

Note: Regulation 2.02(i) provides as follows:
"The term 'log' or 'well log' shall mean a systematic detailed geological record of all formations, including coal, encountered in the drilling of a well."

INSPECTOR'S PERMIT SUMMARY FORM

WELL TYPE OIL-GAS
ELEVATION 1158
DISTRICT GRANT
QUADRANGLE SCHULTZ 7-5
COUNTY RITCHIE

API# 47-085 - 6648 (8-8-83)
OPERATOR ALAN GABLE OIL DEV
TELEPHONE _____
FARM T.D. SCADDEN
WELL # DRO-26-1

SURFACE OWNER _____ COMMENTS _____ TELEPHONE _____
TARGET FORMATION _____ DATE APPLICATION RECEIVED _____
DATE STARTED _____
LOCATION _____ NOTIFIED _____ DRILLING COMMENCED _____

WATER DEPTHS _____, _____, _____, _____
COAL DEPTHS _____, _____, _____, _____

CASING

Ran _____ feet of _____ "pipe on _____ with _____ fill up
Ran _____ feet of _____ "pipe on _____ with _____ fill up
Ran _____ feet of _____ "pipe on _____ with _____ fill up
Ran _____ feet of _____ "pipe on _____ with _____ fill up

RECEIVED
DEPARTMENT OF ENERGY

TD _____ feet on _____

MAY 14 1986

PLUGGING

Type	From	To	Pipe Removed

Pit Discharge date: _____ Type _____

Field analysis ph _____ fe _____ cl _____

Well Record received _____

Date Released 5-5-86

Samuel M. Hersman
Inspector's signature

API# 47 085 - 6648

LIST ALL VISITS FOR THIS PERMIT

	DATE	TIME	PURPOSE	COMMENTS
1	5-11-84		Violation written by Mike Underwood on Code 22B-1-30	
2	11-18-85		Extension on time given by Mike Underwood	
3	4-2-86		Check site - work started on reclamation	
4	5-5-86		Location reclaimed (Made Final Inspection also abate violation # V85-0428)	
5				
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Notes



State of West Virginia
Department of Mines
Oil and Gas Division
Charleston 25305

WALTER N. MILLER
DIRECTOR

THEODORE M. STREIT
ADMINISTRATOR

IN THE MATTER OF)
PERMIT DENIAL AS)
PROVIDED IN W. VA.)
CODE 22-4-1(k) (i))

CAUSE NO. D-102

ORDER NO. 1-A

REPORT OF THE OFFICE

Pursuant to the powers of the administrator in denying permits, under 22-4-1(k) (i) the office has issued the following order:

FINDINGS OF FACT

The following violations are deemed substantial and remained unabated as of this date for Alan Gable Oil Dev. Co. Inc.:

✓ 47-085-6648 Reclamation (12b) Abatement Date 5/18/84

CONCLUSION OF LAW

The Office of Oil and Gas of the Department of Mines has authority to issue Orders to implement 22-4-et. seq. of the Code as outlined in 22-4-1g thru 22-4-1k of the Code.

ORDER

Wherefore, it is hereby Ordered that no permits be issued to the above named applicant until all the above violations are abated.

Entered in Charleston, West Virginia, this 7th day of September, 19 84

IN THE NAME OF THE STATE OF WEST VIRGINIA:

OFFICE OF OIL AND GAS
OF THE DEPARTMENT OF MINES
OF THE STATE OF WEST VIRGINIA

By: T. M. Streit
Theodore M. Streit, Administrator

IV-27
9-83

RECEIVED
MAY 15 1984



OIL & GAS DIVISION
DEPT. OF MINES
STATE OF WEST VIRGINIA
DEPARTMENT OF MINES

Date: 5-11-84
Well No: DRG-26-1
API NO: 47 - 005 - 6648
State County Permit

Oil and Gas Division
NOTICE OF VIOLATION

WELL TYPE: Oil X / Gas X / Liquid Injection / Waste Disposal /
Of "Gas" - Production / Storage / Deep / Shallow X /

LOCATION: Elevation: 1158 Watershed: Walden Run
District: Grant County: Ritchie Quadrangle: Shultz

WELL OPERATOR Alan Gable Oil Co DESIGNATED AGENT Ron Rudella
Address P.O. Box 165 Address P.O. Box 165
DAVISVILLE W.VA. 26142 DAVISVILLE W.VA 26142

The above well is being posted this 11 day of MAY, 19 , for a violation of Code 22-4-12 and/or Regulation 2303, set forth in detail as follows:
(USE REVERSE SIDE OF THIS NOTICE IF NECESSARY)

Reclamation incomplete, no work started at all
do to Reclaiming. Road impassable, trees not cut
and piled.

No A.P.I. number of well (22-4-1K)

A copy of this notice has been posted at the well site and sent by certified or registered mail to the indicated well operator or his designated agent.
You are hereby granted until 5-18-84, 19 , to abate this violation.
Failure to abate the violation may result in action by the Department under Code 22-4-17 or Code 22-4-18.

Mike Underwood
Oil and Gas Inspector

Address R.D. 2 Box 135
SALEM W.VA 26426

Telephone: 792-1043

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL BY THESE PRESENTS: That, whereas, heretofore, under date of Febuary 7th, 1983, Dolores Scadden, as Lessor, did execute and deliver unto Craig L. Harden, as Lessee, an Oil and Gas Lease, which is of record in the Office of the Clerk of the County Commission of Ritchie County, West Virginia, in Lease Book 153, at page 719, covering 103 acres, said land being more fully described in said lease, reference to said lease and to the record thereof being here made for all purposes; and

WHEREAS, the undersigned are part owners of the oil, gas and mineral interest in and under said tract of land and did not join in said lease; and

WHEREAS, it is the desire of the undersigned to adopt, ratify and confirm said lease.

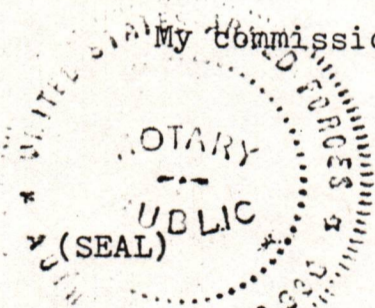
NOW, THEREFORE, in consideration of the premises and One (\$1.00) Dollar, and other good and valuable considerations, the receipt of which is hereby acknowledged and confessed, the undersigned do hereby ratify and confirm said lease in all of its terms and provisions, and do hereby lease, demise and let said land and premises unto Craig L. Harden, subject to and in accordance with all the terms and provisions of the said lease. And do hereby agree and declare that the lease in all of its terms and provisions are binding on them, and is a valid and subsisting oil and gas lease.

WITNESS: the following signatures and seals this 8 day of Febuary, 1983.

X Dolores Scadden (SEAL)
X Chong Ae Scadden (SEAL)

STATE OF WITH THE US ARMY AT FORT CAMPBELL, KENTUCKY
COUNTY OF _____

The foregoing Ratification of Oil and Gas Lease was acknowledged before the undersigned authority on this the 8 day of Febuary, 1983, by Phillip Scadden and CHONG AE Scadden



My commission expires;

INDEFINITE APR 10 USG 936
Patricia C. Hays
NOTARY PUBLIC
PATRICIA C. HAYS
CPT, JAGC
187-44-4384

This instrument was prepared by Craig L. Harden mail to Craig L. Harden Rt 1 Box 66-B Waverly, W. Va. 26184

sig HARDEN

Filed and admitted to record in the office
of the Clerk of the County Commission of Ritchie
County, W. Va. FEB 1 0 1983

19 at 1:39 o'clock P M
Recorded in *hease*

Book No. 153 Page 756

Witness *Orville B. Moore* LC

RECORDED
FEB 1 1983

718

OIL AND GAS LEASE

THIS AGREEMENT, made this 8th day of February, 19 83,
 by and between: Mary Dolores Scadden, widow 4714 Granada Dr. Louisville, Kentucky
Paul Scadden and Leisa Scadden, H/W
4809 Granada Dr. Louisville, Kentucky
Stephen Scadden, c/o Dolores Scadden hereinafter known as the "LESSOR", whether one or more,
 and Craig L. Harden hereinafter known as the "LESSEE", whether one or more,
Rt. 1 Box 66-B Waverly, West Virginia 26184

WITNESSETH:

1. That the LESSOR, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby GRANT and LEASE unto the LESSEE all of the oil and gas and all of the constituents of either, in and under the following described land, together with the exclusive right to operate, drill for, produce, and market oil and gas and their constituents, and also the right to enter thereon for the purpose of drilling and operating for oil and gas, laying pipelines, erecting tanks, machinery, and the right to do all other things necessary and proper for the drilling, production, and marketing of oil and gas and their constituents from the property which is more particularly described below:

Situated in Grant District, County of Ritchie, State of W. Va.,
 and more particularly described at Volume 40, Page 330 & 331 of the Deed Records of Ritchie County,
West Virginia, which description is hereby referred to and incorporated herein by reference; which property is bounded substantially as follows:

NORTH by lands of Designated as Parcel #45 on tax (Situated on the Waters of
map # 8 and Parcel # 42 on tax
 EAST by lands of Wolf Pen Run)
 SOUTH by lands of map # 7 in the Ritchie County tax Accessors Office.
 WEST by lands of _____

Containing 53 and 50 103 acres, total.
~~more or less.~~

2. It is agreed that this lease shall remain in force for a primary term of six months from this date and as long thereafter as operations for oil or gas, or either of them, are being conducted on the premises, or oil or gas, or either of them, is being produced in paying quantities. It is expressly agreed that if LESSEE shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom then as long as production continues in paying quantities.

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LESSEE shall be obligated to pay or tender to LESSOR within sixty (60) days after any such well is shut in and each anniversary thereafter, as royalty, an amount equal to \$ 5.00 per acre per year it being the intention of the parties that this lease shall remain in full force and effect for sixty (60) days after shutting in any well without payment.

5. LESSEE agrees to pay to the credit of the LESSOR one-eighth (1/8) of all the oil produced and saved from the leased premises, delivered free of cost to the purchasing agency, and one-eighth (1/8) of the proceeds of all the gas marketed and sold from said premises, payable monthly.

6. LESSOR reserves to himself, free of cost, 200,000 cubic feet of gas per annum for domestic use in one single family dwelling located on this property. Such free gas shall be taken through LESSOR's own appliances and LESSOR shall be responsible for using economical appliances. LESSOR further covenants and agrees that his taking and use of such gas shall be wholly at his own risk and LESSOR agrees to indemnify and hold harmless LESSEE for any accident or damage caused thereby to either the parties to this agreement or any third party, and LESSEE shall not be liable for any shortage or failure in the supply of gas for said domestic use.

7. All payments made to LESSOR under the terms of this lease shall be made to the LESSOR, or any one of them, in cash or check in person or by United States mail to the address set forth herein or to the credit of LESSOR, or any one of them, in _____
Bank at the above address, which bank and its successors are hereby designated as LESSOR's

agent for the purpose of receiving said payment. If said bank should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payments on behalf of LESSOR, LESSEE shall not be held in default for failure to make said payment so long as LESSEE has made a bona fide attempt to make said payment and in no event shall any default be declared against LESSEE until thirty (30) days after LESSEE receives written notice of said default during which time LESSEE shall have the right to make the payment then in default and thereby cure said default.

8. Any notice or demand required by this agreement shall be made to the LESSOR and LESSEE at the address set forth herein and to successors or assigns of the LESSEE herein at the address set forth in the instrument of conveyance as recorded in the County Recorder's Office by United States mail, postage prepaid, or in person.

9. LESSEE is authorized to pool or combine the land covered by this lease, or any portion thereof or formation thereunder, as to oil and/or gas, with any other land, lease or leases when in LESSEE's judgment it is advisable to do so in order to properly develop or operate said premises. Such pooling shall be into a well unit or units not exceeding approximately forty (40) acres for oil and not exceeding approximately six hundred forty (640) acres for gas. LESSEE shall execute and record an instrument or instruments identifying and describing the pooled acreage. Production, drilling or reworking operations anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations under this lease. In lieu of the royalties elsewhere herein specified, LESSOR shall receive from a unit so formed only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit or his royalty therein bears to the total acreage so pooled in the particular unit involved.

10. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to, and be binding on, their heirs, successors, and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of LESSEE; and no change or division in such ownership shall be binding on LESSEE until thirty (30) days after LESSEE shall have been furnished by certified mail at LESSEE's principal place of business with originals or certified copies of recorded documents of title transferring title from LESSOR. In the event of assignment hereof, in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owners of this lease or portion thereof who commits such breach.

11. LESSEE shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of LESSOR. LESSEE shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises including the right to draw and remove casing.

12. LESSEE hereby agrees to restore the surface of the land covered by this lease to as near as practical its original condition after each drilling operation and further agrees to pay LESSOR for all damages to growing crops, improvements and livestock caused by or arising out of its operations thereon. When required by LESSOR, LESSEE will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said land without LESSOR's consent.

13. LESSOR hereby warrants and agrees to defend the title to this property including the oil and gas and other minerals which are the subject of this lease and LESSOR agrees that LESSEE, at its option, may pay, discharge or redeem any taxes, mortgages, or other liens existing on or assessed against said property, either in whole or in part, and in the event LESSEE does so, it shall be subrogated to the rights of such lien holder with the right to reimburse itself by applying any royalty toward satisfying the same.

Should LESSEE be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by operation of force majeure, any Federal or State law, or any order, rule, or regulation of any governmental authority, then while so prevented, LESSEE's obligation to comply with such covenant shall be suspended, and LESSEE shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as LESSEE is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises, anything in the lease to the contrary notwithstanding.

15. If LESSOR owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to the LESSOR only in the proportion which its interest bears to the whole undivided fee. Should any person, firm, or corporation having an interest in the above-described land not lease to LESSEE, or should any one or more of the parties named above as LESSOR not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

16. At any time LESSEE shall have the right to surrender this lease or any part thereof for cancellation, after which all payments and liabilities thereunder shall cease and determine as to the part or parts so surrendered, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the LESSOR, or if more than one LESSOR, then to any one of them, or to any heir or assign of any one of them, by delivery of a duly executed surrender thereof in person or by mail addressed to the address of such person as set forth herein, or by recording a duly executed surrender thereof in the Recorder's Office of the County in which the land is located.

17. In consideration of the granting of this lease and its terms and covenants, LESSOR does hereby grant, sell, assign, transfer and set over unto the LESSEE, its heirs, successors, representatives and assigns, a right-of-way to lay, maintain, operate, inspect, replace, change the size of, locate and remove pipe lines for the transportation of oil or gas and other products with drips, valves, measuring and regulating equipment and other necessary appurtenances thereto on, over and through the land of the LESSOR together with the right of ingress and egress to and from said pipe line measuring and regulating equipment and other necessary appurtenances at all times as may be necessary or convenient for the full and complete use by the LESSEE of this right-of-way.

The LESSOR shall use and enjoy the said lands subject to the conditions and provisions of this right-of-way grant expressed and implied and provided always that such use and enjoyment shall not interfere with or be inconsistent in any way with the rights, privileges and uses herein granted to the LESSEE.

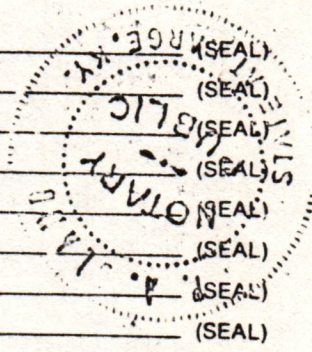
18. This lease embodies the entire contract and agreement between LESSOR and LESSEE, and no warranties, representations, promises, or inducements not herein expressed have been made or relied upon by either party.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this instrument as of the day and year first above-written.

See Exhibit "A" below

WITNESS
Mary Debra Scadden
Stephen Scadden
Paul Scadden

ss# 401-42-8282
ss# 400-06-4276
ss# 407-82-1888
ss# 407-82-2178



KENTUCKY ACKNOWLEDGEMENT

STATE OF Ky. }
COUNTY OF Jefferson } To-wit:
P.D. Blane, a Notary Public of said County, do hereby certify that Mary Debra Scadden, Paul Scadden, Geradine Scadden, Stephen Scadden whose names S signed to the within writing bearing date the 8 day of Feb, 19 83 on 8 this day acknowledged the same before me in my said County. Given under my hand this 8 day of Feb, 19 83.
P.D. Blane
Notary Public
My Commission expires 5/8/83

OHIO ACKNOWLEDGEMENT

STATE OF OHIO }
COUNTY OF _____ } SS.
Before me, a Notary Public in and for said county, personally appeared the above named _____ of the Clerk of the County Commission of Ritchie County, W. Va. FEB 9 1983 at 1:25 who acknowledged to me that _____ he _____ did sign the foregoing instrument, and that the same is free act and deed whereof I have hereunto subscribed my name at _____ day of _____, 19 _____.
Recorded in Book No. 153 this Page 718
My Commission expires _____
Testes: Linda B. Magek
Clerk
Notary Public

EXHIBIT "A"

The Lessors, first being duly sworn, depose and say they are the owners, or part owners, of the premises hereinbefore described. That they acquired an interest in said premises by inheritance from the estate of Clark Scadden, Sr., Geradine Scadden, and Clark Scadden, Jr. The Lessors further state that the subject property has been covered by various Oil and Gas leases of record; that subject property is to be covered by this lease, when specified herein, and that the Lessors have not received any rental, royalty, or any other income from any Oil & Gas lease except this lease, and that all other Oil & Gas leases are null and void. The Lessors herein further states that no production of Oil and Gas has been obtained on the subject property for a period of time exceeding 5 years. Lessors further saith naught.

Standard Form 100

THIS AGREEMENT, made this 3 day of February, 19 83

by and between: Paul E. Scadden & Juanita Scadden, H/W 2789 Columbus Ave., Columbus, Ohio.; Floyd Hayhurst & Ruth M. Hayhurst, H/W Columbus, Ohio; Mary Scadden Herdt, widow, 1768 Coronet Dr. Columbus, Ohio hereinafter known as the "LESSOR", whether one or more,
and Craig L. Harden hereinafter known as the "LESSEE", whether one or more,
Rt. 1 Box 66-B Waverly, West Virginia 26184

WITNESSETH.

1. That the LESSOR, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby GRANT and LEASE unto the LESSEE all of the oil and gas and all of the constituents of either, in and under the following described land, together with the exclusive right to operate, drill for, produce, and market oil and gas and their constituents, and also the right to enter thereon for the purpose of drilling and operating for oil and gas, laying pipelines, erecting tanks, machinery, and the right to do all other things necessary and proper for the drilling, production, and marketing of oil and gas and their constituents from the property which is more particularly described below:

Situated in ~~Section~~ Grant ~~Township~~ District, County of Ritchie, State of W. Va., and more particularly described at Volume _____, Page _____, of the Deed Records of Ritchie County, West Virginia, which description is hereby referred to and incorporated herein by reference; which property is bounded substantially as follows:

NORTH by lands of Designated as Parcel # 45 on (Situated on the Waters of
EAST by lands of tax map #8 and Parcel # 42 on tax Wolf Pen Run)
SOUTH by lands of map # 7 in the Ritchie Co. Tax Accessors Office.
WEST by lands of _____
Containing 53 & 50 acres, more or less.

2. It is agreed that this lease shall remain in force for a primary term of 6 months from this date and as long thereafter as operations for oil or gas, or either of them, are being conducted on the premises, or oil or gas, or either of them, is being produced in paying quantities. It is expressly agreed that if LESSEE shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom then as long as production continues in paying quantities.

If, after expiration of the term of this lease, production from the leased premises in paying quantities shall cease from any cause, this lease shall not terminate provided LESSEE resumes operations for the production of oil or gas within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, as long thereafter as oil or gas or either of them is produced in paying quantities.

3. LESSEE shall commence operations for a well on the leased premises or on acreage pooled therewith as provided herein, on or before July 1, 19 83, unless LESSEE pays or tenders the sum of \$ 40.00 for each six months that operations are delayed. Such payment shall be a rental for the privilege of deferring commencement of drilling operations for the above period of time. In like manner, and upon like payments or tenders, the commencement of drilling operations shall be further deferred for successive periods during the primary term of this lease.

4. If a well capable of producing oil or gas or the constituents of either in paying quantities located on the leased premises (or acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in, suspended or otherwise not produced by the LESSEE due to lack of a market, and no oil or gas or their constituents is sold or utilized off the premises, nevertheless such shut in well shall be deemed to be a well on the leased premises producing in paying quantities and this lease shall remain in force during all of the time while such well is so shut in, whether before or after the expiration of the primary term. LESSEE shall use reasonable diligence to market any production from such well or wells but shall be under no obligation to market such products under terms, conditions or circumstances which in LESSEE's good faith judgment are unsatisfactory.

LESSEE shall be obligated to pay or tender to LESSOR within sixty (60) days after any such well is shut in and each anniversary thereafter, as royalty, an amount equal to \$ 5.00 per acre per year it being the intention of the parties that this lease shall remain in full force and effect for sixty (60) days after shutting in any well without payment.

5. LESSEE agrees to pay to the credit of the LESSOR one-eighth (1/8) of all the oil produced and saved from the leased premises, delivered free of cost to the purchasing agency, and one-eighth (1/8) of the proceeds of all the gas marketed and sold from said premises, payable monthly.

6. LESSOR reserves to himself, free of cost, 200,000 cubic feet of gas per annum for domestic use in one single family dwelling located on this property. Such free gas shall be taken through LESSOR's own appliances and LESSOR shall be responsible for using economical appliances. LESSOR further covenants and agrees that his taking and use of such gas shall be wholly at his own risk and LESSOR agrees to indemnify and hold harmless LESSEE for any accident or damage caused thereby to either the parties to this agreement or any third party, and LESSEE shall not be liable for any shortage or failure in the supply of gas for said domestic use.

7. All payments made to LESSOR under the terms of this lease shall be made to the LESSOR, or any one of them, in cash or check in person or by United States mail to the address set forth herein or to the credit of LESSOR, or any one of them, in _____

Bank at the above address, which bank and its successors are hereby designated as LESSOR's agent for the purpose of receiving said payment. If said bank should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payments on behalf of LESSOR, LESSEE shall not be held in default for failure to make said payment so long as LESSEE has made a bona fide attempt to make said payment and in no event shall any default be declared against LESSEE until thirty (30) days after LESSEE receives written notice of said default during which time LESSEE shall have the right to make the payment then in default and thereby cure said default.

8. Any notice or demand required by this agreement shall be made to the LESSOR and LESSEE at the address set forth herein and to successors or assigns of the LESSEE herein at the address set forth in the instrument of conveyance as recorded in the County Recorder's Office by United States mail, postage prepaid, or in person.

9. LESSEE is authorized to pool or combine the land covered by this lease, or any portion thereof, or formation thereunder, as to oil and/or gas, with any other land, lease or leases when in LESSEE's judgment it is advisable to do so in order to properly develop or operate said premises. Such pooling shall be into a well unit or units not exceeding approximately forty (40) acres for oil and not exceeding approximately six hundred forty (640) acres for gas. LESSEE shall execute and record an instrument or instruments identifying and describing the pooled acreage. Production, drilling or reworking operations anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations under this lease. In lieu of the royalties elsewhere herein specified, LESSOR shall receive from a unit so formed only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit or his royalty therein bears to the total acreage so pooled in the particular unit involved.

10. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to, and be binding on, their heirs, successors, and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of LESSEE; and no change or division in such ownership shall be binding on LESSEE until thirty (30) days after LESSEE shall have been furnished by certified mail at LESSEE's principal place of business with originals or certified copies of recorded documents of title transferring title from LESSOR. In the event of assignment hereof, in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owners of this lease or portion thereof who commits such breach.

11. LESSEE shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of LESSOR. LESSEE shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises including the right to draw and remove casing.

12. LESSEE hereby agrees to restore the surface of the land covered by this lease to as near as practical its original condition after each drilling operation and further agrees to pay LESSOR for all damages to growing crops, improvements and livestock caused by or arising out of its operations thereon. When required by LESSOR, LESSEE will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said land without LESSOR's consent.

13. LESSOR hereby warrants and agrees to defend the title to this property including the oil and gas and other minerals which are the subject of this lease and LESSOR agrees that LESSEE, at its option, may pay, discharge or redeem any taxes, mortgages, or other liens existing on or against said property either in whole or in part, and in the event LESSEE does so, it shall be subrogated to the rights of such lien holder and reimburse itself by applying any royalty toward satisfying the same.

Paul E. Scadden, et al

Lease

✓ Craig L. Harden

Filed and admitted to record in the office
of the Clerk of the County Commission of Ritchie

County, W. Va. FEB 9 1983

19 at 1:25 o'clock P M

Recorded in lease

Book No. 153 Page 720

Teste: Linda B. Mage Clerk

Should LESSEE be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by operation of force majeure, any Federal or State law, or any order, rule, or regulation of any governmental authority, then while so prevented, LESSEE's obligation to comply with such covenant shall be suspended, and LESSEE shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as LESSEE is prevented by any such use from conducting drilling or reworking operations on or from producing oil or gas from the leased premises, anything in the lease to the contrary notwithstanding.

15. If LESSOR owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to the LESSOR only in the proportion which its interest bears to the whole undivided fee. Should any person, firm, or corporation having an interest in the above-described land not lease to LESSEE, or should any one or more of the parties named above as LESSOR not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

16. At any time LESSEE shall have the right to surrender this lease or any part thereof for cancellation, after which all payments and liabilities thereunder shall cease and determine as to the part or parts so surrendered, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the LESSOR, or if more than one LESSOR, then to any one of them, or to any heir or assign of any one of them, by delivery of a duly executed surrender thereof in person or by mail addressed to the address of such person as set forth herein, or by recording a duly executed surrender thereof in the Recorder's Office of the County in which the land is located.

17. In consideration of the granting of this lease and its terms and covenants, LESSOR does hereby grant, sell, assign, transfer and set over unto the LESSEE, its heirs, successors, representatives and assigns, a right-of-way to lay, maintain, operate, inspect, replace, change the size of, locate and remove pipe lines for the transportation of oil or gas and other products with drips, valves, measuring and regulating equipment and other necessary appurtenances thereto on, over and through the land of the LESSOR together with the right of ingress and egress to and from said pipe line measuring and regulating equipment and other necessary appurtenances at all times as may be necessary or convenient for the full and complete use by the LESSEE of this right-of-way.

The LESSOR shall use and enjoy the said lands subject to the conditions and provisions of this right-of-way grant expressed and implied and provided always that such use and enjoyment shall not interfere with or be inconsistent in any way with the rights, privileges and uses herein granted to the LESSEE.

18. This lease embodies the entire contract and agreement between LESSOR and LESSEE, and no warranties, representations, promises, or inducements not herein expressed have been made or relied upon by either party.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this instrument as of the day and year first above-written.

See Exhibit "A" below

WITNESS: *Oleta F. Tilley*
Oleta F. Tilley

Floyd Hayhurst (SEAL)
Ruth Scadden (SEAL)
Paul Scadden (SEAL)
Juanita Scadden (SEAL)
Mary J. Scadden Herdt (SEAL)

_____ (SEAL)

STATE OF Ohio
COUNTY OF Franklin

ACKNOWLEDGEMENT

To-wit:

I, *Oleta F. Tilley*, a Notary Public of said County, do hereby certify that *Floyd Hayhurst and Ruth Scadden* whose name *S ARE* signed to the within writing bearing date the *3* day of *Feb*, 19 *83* have *VP* this day acknowledged the same before me in my said County. Given under my hand this *3* day of *Feb*, 19 *83*.

Oleta F. Tilley
Notary Public

OLETA F. TILLEY
NOTARY PUBLIC - STATE OF OHIO
My Commission expires *DEC 29 1985*

OHIO ACKNOWLEDGEMENT

STATE OF OHIO
COUNTY OF FRANKLIN

SS.

Before me, a Notary Public in and for said county, personally appeared the above named *Paul Scadden, Juanita Scadden, Floyd Hayhurst, Ruth Scadden, H/W; Mary Scadden Herdt, widow* *Paul Scadden, Juanita Scadden, Mary J. Scadden Herdt* who acknowledged that *t he y* did sign the foregoing instrument, and that the same is *B* free not and deed. In testimony whereof I have hereunto subscribed my name at *Columbus, Ohio* this *3* day of *FEBRUARY*, 19 *83*. My Commission expires *DECEMBER 29, 1985*

Russell L. Stone
Notary Public - Ohio
My Commission Expires *Dec 29, 1985*

EXHIBIT "A"

The Lessors, first being duly sworn, depose and say they are the owners, or part owners, of the premises hereinbefore described. That they acquired an interest in said premises by *inheritance from the estate of Clark Scadden, Sr.*

The Lessors further state that the subject property has been covered by various Oil and Gas leases of record; that subject property is to be covered by this lease, when specified herein, and that the Lessors have not received any rental, royalty, or any other income from any Oil & Gas lease except this lease, and that all other Oil & Gas leases are null and void.

The Lessors herein further states that no production of Oil and Gas has been obtained on the subject property for a period of time exceeding *10* years. Lessors further saith naught.

EASTON PRINTING CO. PARKERSBURG, WV

Standard Form 100

P08 2963012

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See Reverse)

PS Form 3800, Apr. 1976

SENT TO Charles W. Sadden		STREET AND ZIP CODE 1825 Alexander St. Millsboro, OH 44661	POSTAGE 39.25
TOTAL POSTAGE AND FEES \$1.72			
CONSULT POSTMASTER FOR FEES			
OPTIONAL SERVICES			
RETURN RECEIPT SERVICE			
CERTIFIED FEE			75¢
SPECIAL DELIVERY			¢
RESTRICTED DELIVERY			¢
SHOW TO WHOM AND DATE DELIVERED			¢
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY			¢
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY			¢
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY			¢
POSTMARK OR DATE			1983

P08 2963013

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See Reverse)

PS Form 3800, Apr. 1976

SENT TO I.D. Sadden		STREET AND ZIP CODE PO Box 137 Millsboro, OH 44661	POSTAGE 39.25
TOTAL POSTAGE AND FEES \$1.72			
CONSULT POSTMASTER FOR FEES			
OPTIONAL SERVICES			
RETURN RECEIPT SERVICE			
CERTIFIED FEE			75¢
SPECIAL DELIVERY			¢
RESTRICTED DELIVERY			¢
SHOW TO WHOM AND DATE DELIVERED			¢
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY			¢
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY			¢
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY			¢
POSTMARK OR DATE			1983



IV-9
(Rev 8-81)

DATE JUNE 15, 1983
WELL NO. DR026 - 1
API NO. 47 - 085 - 6648

State of West Virginia
Department of Mines
Oil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN

Alan Gable

COMPANY NAME OIL DEVELOPMENT

DESIGNATED AGENT RON KUDELLA

Address P.O. BOX 165 DAVISVILLE, W.V. 26142

Address P.O. BOX 165 DAVISVILLE, W.V.

Telephone 304-424-5220

Telephone 304-424-5220

LANDOWNER T.D. SCADDEN & CHS. SCADDEN

SOIL CONS. DISTRICT LITTLE KANAWHA

Revegetation to be carried out by RON KUDELLA (Agent)

This plan has been reviewed by Little Kanawha SCD. All corrections and additions become a part of this plan: 6-15-83

(Date)

Jarrett Newton
(SCD Agent)

ACCESS ROAD

LOCATION

Structure CROSS DRAINS (A)

Structure See Comment (1)

Spacing 250' AT 2%; 135' AT 5%; 80' AT 10%

Material _____

Page Ref. Manual 2-4

Page Ref. Manual _____

Structure OPEN DRAIN (B)

Structure _____

Spacing _____

Material _____

Page Ref. Manual 2-12

Page Ref. Manual _____

Structure CULVERT - C.M.P. (C)

Structure _____

Spacing AT MAIN ROAD

Material _____

Page Ref. Manual 2-7

Page Ref. Manual _____

All structures should be inspected regularly and repaired if necessary. All commercial timber is to be cut and stacked and all brush and small timber to be cut and removed from the site before dirt work begins.

REVEGETATION

Treatment Area I

Treatment Area II

Lime _____ Tons/acre

Lime _____ Tons/acre

or correct to pH 6.5

or correct to pH 6.5

Fertilizer 500 lbs/acre

Fertilizer 500 lbs/acre

(10-20-20 or equivalent)

(10-20-20 or equivalent)

Mulch HAY 1.5 Tons/acre

Mulch HAY 1.5 Tons/acre

Seed* KY 31 40 lbs/acre

Seed* KY 31 40 lbs/acre

REDTOP 5 lbs/acre

REDTOP 5 lbs/acre

LADINO CLOVER 3 lbs/acre

LADINO CLOVER 3 lbs/acre

*Inoculate all legumes such as vetch, trefoil and clovers with the proper bacterium. Inoculate with 3X recommended amount.

PLAN PREPARED BY NEAL HUGHES

ADDRESS RT. 1 BOX 2

BEREA, W. V. 26327

PHONE NO. 304-659-2378

NOTES: Please request landowners' cooperation to protect new seedling for one growing season. Attach separate sheets as necessary for comments.

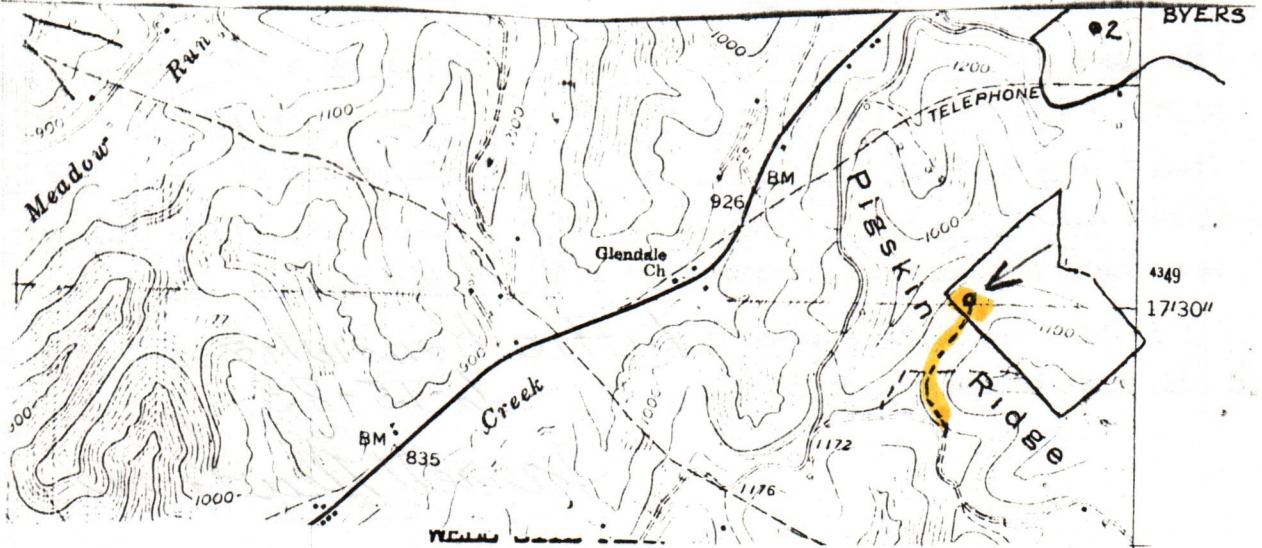
IV-9 REVERSE
(REV 8-81)

ATTACH OR PHOTOCOPY SECTION OF INVOLVED TOPOGRAPHIC MAP. QUADRANGLE SCHULTZ 7 1/2

LEGEND

Well Site ⊕

Access Road ———



Sketch to include well location, existing access road, roads to be constructed, wells, drilling pits and necessary structures numbered or lettered to correspond with the first part of this plan. Include all natural drainage.

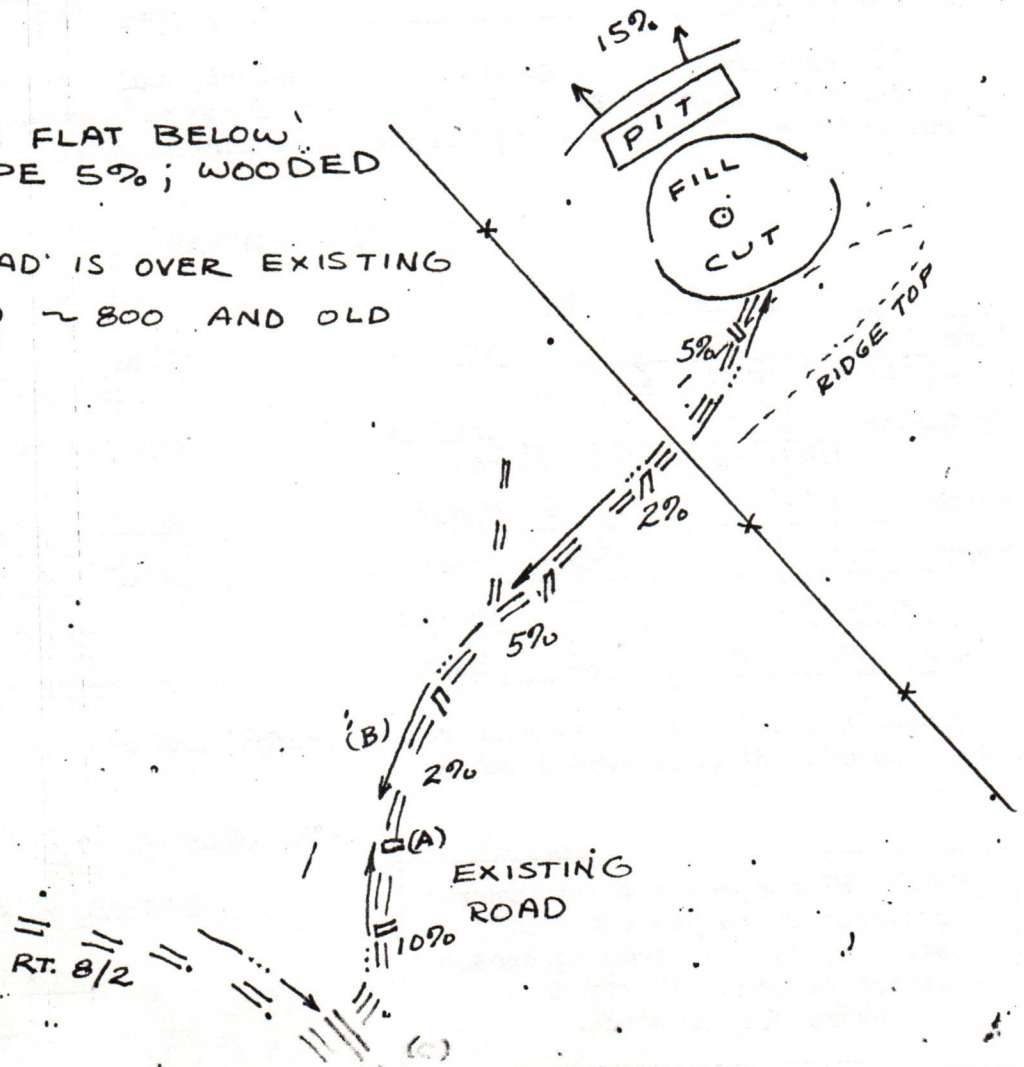
LEGEND

Property boundary ————	Diversion ————
Road = = = = =	Spring ○ →
Existing fence — x — x —	Wet spot ☼
Planned fence — / — / —	Building ■
Stream ~ ~ ~ ~ ~	Drain pipe — ○ — ○ — ○ —
Open ditch — ···· —	Waterway ← = = = = →

COMMENTS:

(1) SITE IS ON FLAT BELOW RIDGE; SLOPE 5%; WOODED

(2) ACCESS ROAD IS OVER EXISTING GRADED ROAD ~ 800 AND OLD ROAD ~ 500'



IV-35
(Rev 8-81)

RECEIVED
DEC 5 - 1983



OIL & GAS DIVISION
DEPT. OF MINES
State of West Virginia
Department of Mines
Oil and Gas Division

Date December 1, 1983
Operator's
Well No. DR-026-1
Farm T.D. & Charles
Scadden
API No. 47-085-6648

WELL OPERATOR'S REPORT
OF
DRILLING, FRACTURING AND/OR STIMULATING, OR PHYSICAL CHANGE

WELL TYPE: Oil / Gas / Liquid Injection ___ / Waste Disposal ___ /
(If "Gas," Production / Underground Storage ___ / Deep ___ / Shallow ___ /)

LOCATION: Elevation: 1158' Watershed Wolfpen Run
District: Grant County Ritchie Quadrangle Schultz

COMPANY Alan Gable Oil Development Co.

ADDRESS P O Box 166, Davisville, Wv

DESIGNATED AGENT Ronald Kudella

ADDRESS P O Box 166, Davisville, Wv

SURFACE OWNER T.D. & Charles Scadden
Luling, Texas

ADDRESS Millersburg, OH

MINERAL RIGHTS OWNER same

ADDRESS same

OIL AND GAS INSPECTOR FOR THIS WORK

Robert Lowth ADDRESS Middlebourne, WV

PERMIT ISSUED #6648

DRILLING COMMENCED 10/ 17/ 83

DRILLING COMPLETED 10/26/83

IF APPLICABLE: PLUGGING OF DRY HOLE ON
CONTINUOUS PROGRESSION FROM DRILLING OR
REWORKING. VERBAL PERMISSION OBTAINED
ON

Casing & Tubing	Used in Drilling	Left in Well	Cement fill up Cu. ft.
Size 20-16 Cond.		40'	25 sks
13-10"			
9 5/8			
8 5/8		1243	400 sks
7			
5 1/2			
4 1/2		4790	600 sks
3			
2			
Liners used			

GEOLOGICAL TARGET FORMATION Devonian Shale Depth 5800 feet

Depth of completed well 4797 feet Rotary / Cable Tools

Water strata depth: Fresh 358 feet; Salt 500 feet

Coal seam depths: n/a Is coal being mined in the area? no

OPEN FLOW DATA

Producing formation Bradford, Balltown, Speechley Pay zone depth 4443-3697 feet

Gas: Initial open flow 790 Mcf/d Oil: Initial open flow 0 Bbl/d

Final open flow 630 Mcf/d Final open flow 0 Bbl/d

Time of open flow between initial and final tests 4 hours

Static rock pressure 870 psig (surface measurement) after 24 hours shut in
(If applicable due to multiple completion--)

Second producing formation Gordon, Gantz Pay zone depth 2955-2467 feet

Gas: Initial open flow aa Mcf/d Oil: Initial open flow aa Bbl/d

Final open flow aa Mcf/d Oil: Final open flow aa Bbl/d

Time of open flow between initial and final tests aa hours

Static rock pressure aa psig (surface measurement) after aa hours shut in

(Continue on reverse side)

8499

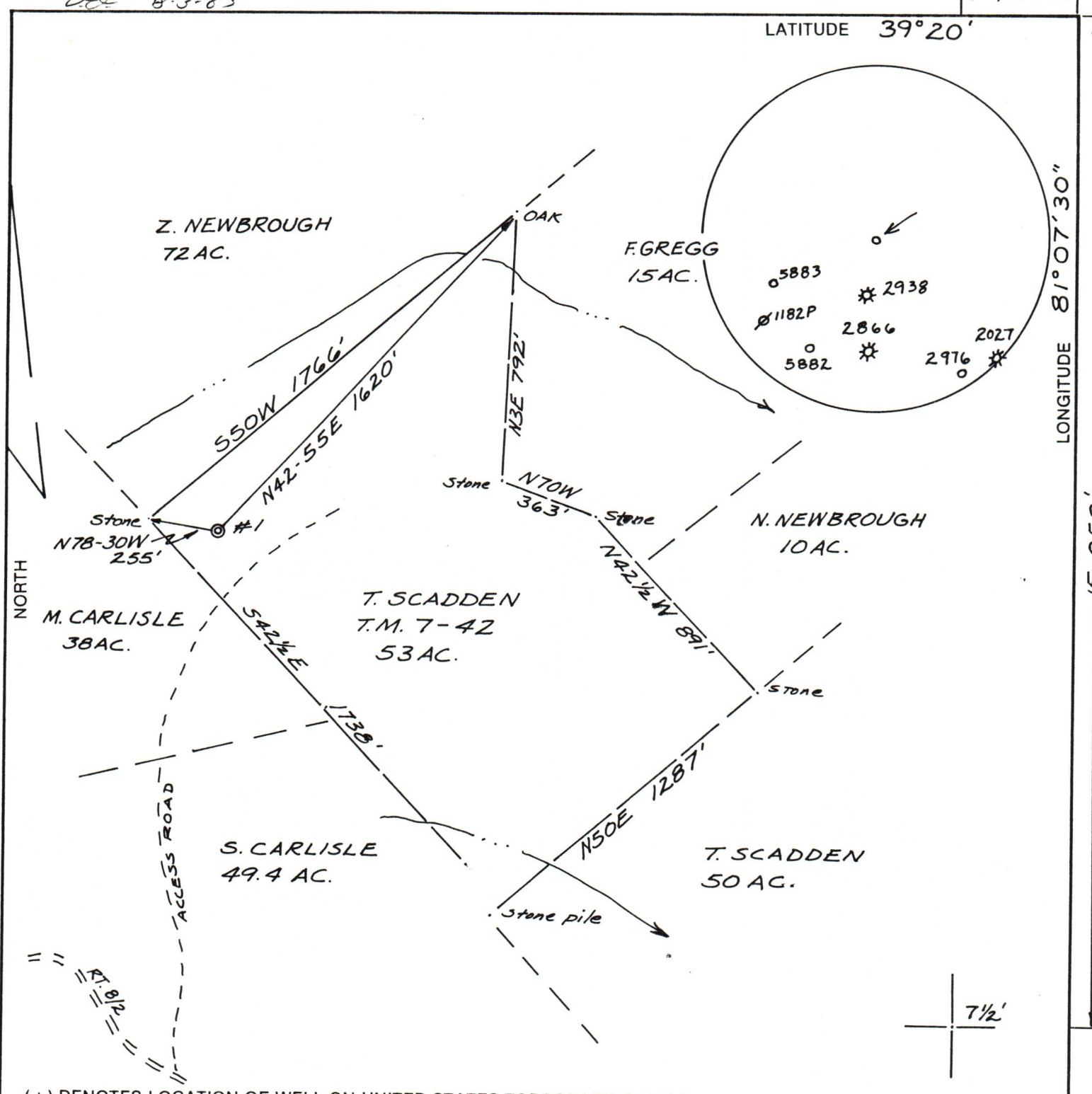
6.8 8-3-83

← 1,750'

LATITUDE 39° 20'

LONGITUDE 81° 07' 30"

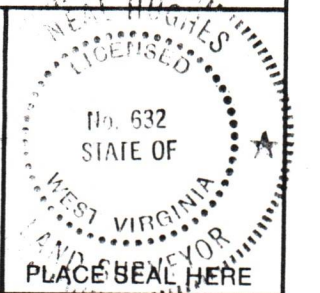
15,050'



(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS

FILE NO. _____
 DRAWING NO. _____
 SCALE 1" = 500'
 MINIMUM DEGREE OF ACCURACY 1/200
 PROVEN SOURCE OF ELEVATION RD. INTER 50/9
±50 1079'

I THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND SHOWS ALL THE INFORMATION REQUIRED BY LAW AND THE REGULATIONS ISSUED AND PRESCRIBED BY THE DEPARTMENT OF MINES.
 (SIGNED) Neal Hughes
 R.P.E. _____ L.L.S. 632



STATE OF WEST VIRGINIA
 DEPARTMENT OF MINES
OIL AND GAS DIVISION



DATE JUNE 15, 19 83
 OPERATOR'S WELL NO. DR026-1
 API WELL NO. _____

WELL TYPE: OIL GAS LIQUID INJECTION _____ WASTE DISPOSAL _____
 (IF "GAS,") PRODUCTION STORAGE _____ DEEP _____ SHALLOW _____
 LOCATION: ELEVATION 1158' WATERSHED WOLFPEN RUN
 DISTRICT GRANT COUNTY RITCHIE
 QUADRANGLE SCHULTZ 7 1/2'
 SURFACE OWNER T.D. SCADDEN 9/9 ; CHS. SCADDEN 3/9 ACREAGE 53
 OIL & GAS ROYALTY OWNER T.D. SCADDEN, ET.AL. LEASE ACREAGE 53
 LEASE NO. DR 026

47 - 085 - 6648
 STATE COUNTY PERMIT

PROPOSED WORK: DRILL CONVERT _____ DRILL DEEPER _____ REDRILL _____ FRACTURE OR STIMULATE PLUG OFF OLD FORMATION _____ PERFORATE NEW FORMATION _____ OTHER PHYSICAL CHANGE IN WELL (SPECIFY) _____

PLUG AND ABANDON _____ CLEAN OUT AND REPLUG _____
 TARGET FORMATION MARCELLUS ESTIMATED DEPTH 5800
 WELL OPERATOR Alan Gable Oil Development DESIGNATED AGENT Ronald Kudella
 ADDRESS P.O. Box 165 ADDRESS Same
Davisville, W.Va. 26142

COUNTY NAME RITCHIE
 PERMIT 6648



1) Date: JUNE 15, 19 83
2) Operator's Well No. DR026 - 1
3) API Well No. 47 - 085 -- 6648
State County Permit

DRILLING CONTRACTOR:

ALAN GABLE OIL DEVELOPMENT CO.
DAVISVILLE, WV 26142

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES, OIL AND GAS DIVISION

OIL AND GAS WELL PERMIT APPLICATION

- 4) WELL TYPE: A Oil xxx / Gas xxxx
B (If "Gas", Production xxx / Underground storage / Deep / Shallow)
- 5) LOCATION: Elevation: 1158' Watershed: WOLFEPEN RUN
District: GRANT County: RITCHIE Quadrangle: SCHULTZ 7 1/2'
- 6) WELL OPERATOR ALAN GABLE OIL DEV. CO.
Address P O BOX 165
DAVISVILLE, WV 26142
- 7) OIL & GAS ROYALTY OWNER T.D. SCADDEN, etal
Address P O BOX 137
LULLING, TEXAS 78648
Acreage 53
- 8) SURFACE OWNER T.D. SCADDEN, CHS. SCADDEN
Address LULLING, TEXAS, 78648
108 S. Alexander St. MILLERSBURG, OH
Acreage 53
- 9) FIELD SALE (IF MADE) TO:
Address
- 10) OIL & GAS INSPECTOR TO BE NOTIFIED
Name SAM HERSMAN
Address BOX 66
SMITHVILLE, WV
- 11) DESIGNATED AGENT RON KUDELLA
Address PO BOX 165
DAVISVILLE, WV 26142
- 12) COAL OPERATOR
Address n/a
- 13) COAL OWNER(S) WITH DECLARATION ON RECORD:
Name
Address n/a
- 14) COAL LESSEE WITH DECLARATION ON RECORD:
Name n/a
Address
- 15) PROPOSED WORK: Drill xxx / Drill deeper / Redrill / Fracture or stimulate 1983
Plug off old formation / Perforate new formation
Other physical change in well (specify)
- 16) GEOLOGICAL TARGET FORMATION, MARCELLUS
- 17) Estimated depth of completed well, 5800 feet
- 18) Approximate water strata depths: Fresh, 358 feet; salt, feet.
- 19) Approximate coal seam depths: n/a Is coal being mined in the area? Yes / No XXXXXX

RECEIVED
JUN 16 1983

OIL & GAS DIVISION
DEPT. OF MINES

20) CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	SPECIFICATIONS						FOOTAGE INTERVALS		CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS
	Size	Grade	Weight per ft.	New	Used	For drilling	Left in well			
Conductor	11 3/4	J55		x		400	400	cts	Kinds <u>By Rule 15-05</u>	
Fresh water										
Coal									Sizes	
Intermediate	8 5/8	J55	24 1/2	x		1250	1250	to surface		
Production	4 1/2	J55	10.5	x			5800	600 sks	Depths set <u>06 18 18 4</u> <u>04 Rule 15-01</u>	
Tubing									Perforations:	
Liners									Top Bottom	

21) EXTRACTION RIGHTS

Check and provide one of the following:

- Included is the lease or leases or other continuing contract or contracts by which I hold the right to extract oil or gas.
- The requirement of Code 22-4-1-(c) (1) through (4). (See reverse side for specifics.)

22) ROYALTY PROVISIONS

Is the right to extract, produce or market the oil or gas based upon a lease or other continuing contract or contracts providing for flat well royalty or any similar provision for compensation to the owner of the oil or gas in place which is not inherently related to the volume of oil or gas so extracted, produced or marketed? Yes No

If the answer above is No, nothing additional is needed. If the answer is Yes, you may use Affidavit Form IV-60.

23) Required Copies (See reverse side.)

24) Copies of this 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, coal 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.

Notary: C. JO MCCRADY
My Commission Expires JULY 17, 1989

Signed: [Signature]
Its: DESIGNATED AGENT

OFFICE USE ONLY
DRILLING PERMIT

Permit number 47-085-6648
47-085-6648 August 8, 1983

This permit covering the well operator and well location shown below is evidence of permission granted to drill in accordance with the pertinent legal requirements subject to the conditions contained herein and on the reverse hereof. Notification must be given to the District Oil and Gas Inspector. (Refer to No. 10) Prior to the construction of roads, locations and pits for any permitted work. In addition, the well operator or his contractor shall notify the proper district oil and gas inspector 24 hours before actual permitted work has commenced.)
Date Aug. 8, 1983
Permit expires August 8, 1985

unless drilling is commenced prior to that date and prosecuted with due diligence.

Bond: <u>6</u>	Agent: <u>[Signature]</u>	Plat: <u>[Signature]</u>	Casing: <u>[Signature]</u>	Fee: <u>921</u>
----------------	---------------------------	--------------------------	----------------------------	-----------------

[Signature]
Administrator, Office of Oil and Gas

NOTE: Keep one copy of this permit posted at the drilling location.

Line Item Explanation

- 1) Date of Application
- 2) Your well name and number
- 3) To be filled out by office of oil & gas
- 4A) "Oil" means natural crude oil or petroleum and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves underground reservoirs: "Gas" means all natural gas and all other fluid hydrocarbons not defined as oil.
- 4B) "Shallow well" means any well drilled and completed in a formation above the top of the uppermost member of the "Onondaga Group" or a depth less than six thousand feet, whichever is shallower.
"Deep well" means any well drilled and completed in a formation at or below the top of the uppermost member of the "Onondaga Group" or at a depth less than six thousand feet, whatever is shallower.
- 5) Where well is located
- 6) Before a permit can be issued in a corporation, company partnership, or fictitious name, the name must be registered with the Secretary of State Office
- 7) Use separate sheet if necessary
- 8) Present surface owner at time application is filed.
- 9) Optional
- 11) See Reg. 7.01 relating to code §22-4-1k
- 12) "Coal Operator" means any persons, firm, partnership, partnership association or corporation that proposes to or does operate a coal mine. See Note 24
- 13 & 14) As per §22-4-20; See Note 24
- 15) Work that will be attempted—A separate Form IV-2 shall not be required for fracturing or stimulating a well where fracturing or stimulating is to be part of the work for which a permit is sought and is noted as such on the Form IV-2 filed in connection therewith.
- 16) Anticipated formation for which well will be completed
- 17) Self explanatory
- 18) Depth to deepest freshwater, and shallowest salt water, taken from nearby wells corrected for differences in elevation
- 19) All coal seam depths
- 20) Proposed casing program and cementing refer to Code 22-4-5, 22-4-6, 22-4-7, 22-4-8, 22-4-8a Reg 9.01, 15.01, 15.02, 15.03, 15.04, 25.01, 25.02, 25.03, 25.04
- 21) Code 22-4-11(c) - In lieu of filing the lease or leases or other continuing contract or contracts, the applicant for a permit described herein may file the following:
 - (1) A brief description of the tract of land including the district and county wherein the tract is located;
 - (2) The identification of all parties to all leases or other continuing contractual agreements by which the right to extract, produce or market the oil or gas is claimed;
 - (3) The book and page number wherein each such lease or contract by which the right to extract, produce or market the oil or gas is recorded;
 - (4) A brief description of the royalty provisions of each such lease or contract.
- 22) Code 22-4-11(d) and 22-4-11(e).
- 23) Regulation 7.02 of the Department of Mines provides that the original and four copies of Form IV-2 must be filed with the Department, accompanied by (i) a plat in the form prescribed by Regulation 11, (ii) a bond in one of the forms prescribed by Regulation 12, or in lieu thereof the other security allowed by Code §22-4-2, (iii) Form IV-9, "Reclamation Plan", applicable to the reclamation required by Code §22-4-12b and Regulation 23, (iv) unless previously paid on the same well, the fee required by Code §22-4-12a, and (v) if applicable, the consent required by Code §22-4-8a from the owner of any water well or dwelling within 200 feet of the proposed well.
- 24) The above named coal operator, coal owner(s), and coal lessee are hereby notified that any objection they wish to make or are required to make by Code §22-4-3 must be filed with the Department of Mines within fifteen (15) days after the receipt of this Application by the Department.

The following waiver must be completed by the coal operator and by any coal owner or coal lessee who has recorded a declaration under Code 22-4-20, if the permit is to be issued within fifteen (15) days of receipt thereof.

WAIVER

The undersigned coal operator _____/ owner _____/ lessee _____/ of the coal under this well location has examined this proposed well location. If a mine map exists which covers the area of the well location, the well location has been added to the mine map. The undersigned has no objection to the work proposed to be done at this location, provided, the well operator has complied with all applicable requirements of the West Virginia Code and the governing regulations.

Date: _____, 19_____

By _____

Its _____

1) Date: JUNE 15, 1983
2) Operator's Well No. DR026 - 1
3) API Well No. 47-085
State County Permit

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES, OFFICE OF OIL & GAS
NOTICE OF APPLICATION FOR A WELL WORK PERMIT

4) SURFACE OWNER(S) OF RECORD TO BE SERVED

(i) Name T.D. Scadden
Address P O Box 137
Luling, Texas 78648

(ii) Name Charles W. Scadden
Address 108 S. Alexander St.
Millersburg, OH 44654

(iii) Name
Address

5(i) COAL OPERATOR
Address n/a

5(ii) COAL OWNER(S) WITH DECLARATION ON RECORD:
Name
Address n/a

Name
Address

5(iii) COAL LESSEE WITH DECLARATION ON RECORD:
Name n/a
Address

TO THE PERSON(S) NAMED ABOVE: You should have received this Form and the following documents:

- (1) The Application for a Well Work Permit on Form IV-2(B) (or Form IV-4 if the well is to be plugged, which sets out the parties involved in the drilling or other work, and describes the well and its location and, if applicable, the proposed casing and cementing program;
- (2) The plat (surveyor's map) showing the well location on Form IV-6; and
- (3) The Construction and Reclamation Plan on Form IV-9 (unless the well work is only to plug a well), which sets out the plan for erosion and sediment control and for reclamation for the site and access road.

RECEIVED
JUN 29 1983

THE REASON YOU RECEIVED THESE DOCUMENTS IS THAT YOU HAVE RIGHTS REGARDING THE APPLICATION WHICH ARE SUMMARIZED IN THE "INSTRUCTIONS" ON THE REVERSE SIDE OF THE COPY OF THE APPLICATION (FORM IV-2(B) OR FORM 4, DESIGNATED FOR YOU. HOWEVER, YOU ARE NOT REQUIRED TO TAKE ANY ACTION AT ALL.

OIL & GAS DIVISION
DEPT. OF MINE

Take notice that under Chapter 22 of the West Virginia Code, the undersigned well operator proposes to file or has filed this Notice and Application and accompanying documents for a Well Work Permit with the Administrator of the Office of Oil and Gas, West Virginia Department of Mines, with respect to a well at the location described on attached Application and depicted on attached Form IV-6. Copies of this Notice, the Application, the plat, and the Construction and Reclamation Plan have been mailed by registered or certified mail or delivered by hand to the person(s) named above (or by publication in certain circumstances) on or before the day of mailing or delivery to the Administrator.

6) EXTRACTION RIGHTS

Check and provide one of the following:

- Included is the lease or leases or other continuing contract or contracts by which I hold the right to extract oil or gas.

The requirement of Code 22-4-1-(c) (1) through (4). (See reverse side for specifics.)

7) ROYALTY PROVISIONS

Is the right to extract, produce or market the oil or gas based upon a lease or leases or other contract or contracts providing for flat well royalty or any similar provision for compensation to the owner of the oil or gas in place which is not inherently related to the volume of oil or gas so extracted, produced or marketed? Yes No

If the answer above is No, nothing additional is needed. If the answer is Yes, you may use Affidavit Form IV-60.

See the reverse side for line item instructions, and for instructions concerning the required copies of the Notice and Application, plat, and Construction and Reclamation Plan.

The truth of the information on the Notice and Application is verified and sworn to and the Notice is signed on behalf of the Well Operator in my County and State by
Ron Kudella

this 15 day of June, 1983
My commission expires July 17, 1989.

C. J. McLeady
Notary Public, Ritchie County,
State of West Virginia

WELL OPERATOR ALAN GABLE OIL DEVELOPMENT CO.

By *[Signature]*
Its Designated Agent
Address P O Box 166
Davisville, WV 26142
Telephone 304-424-5220

I N S T R U C T I O N S T O A P P L I C A N T

CONCERNING THE LINE ITEMS:

- 1) Date of Notice.
- 2) Your well name and number.
- 3) To be filled out by the Office of Oil & Gas.
- 4) & 5) Use separate sheet if necessary.
- 4) Surface owner(s) of record to be served with Notice and Application. However, see also Code § 22-4-1b(b) if "more than three tenants in common or other co-owners of interest described in subsection (a) of this section hold interests in such lands".
- 5(i) "Coal Operator" means any person, firm, partnership, partnership association or corporation that proposes to or does operate a coal mine.
- 5(ii, iii) See Code § 22-4-20.
- 6) See Code § 22-4-11(c). However, in lieu of filing the lease(s) or other continuing contract(s), the Applicant may fill out the information in the space provided below.
- 7) See Code § § 22-4-11(d, e).

CONCERNING THE REQUIRED COPIES FOR FILING AND SERVICE:

Filing. Code § 22-4-1k and Regulation 7.02 provide that the original and required copies of the Notice and Application must be filed with the Administrator, accompanied by (i) a plat in the form prescribed by Regulation 11, (ii) a bond in one of the forms prescribed by Regulation 12, or in lieu thereof the other security allowed by Code § 22-4-1k(d) and the reclamation required by Code § 22-4-12b and Regulation 23, (iv) unless previously paid on the same well, the fees required by Code § 22-4-1a(c) and 22-3-12a, and (v) if applicable, the consent required by Code § 22-4-8a from the owner of any water well on dwelling within 200 feet of the proposed well.

Service. In addition, service must be made on the surface owner(s) and the person(s) with an interest in the coal. See Code § § 22-4-1m, 22-4-2, 22-4-2a, and 22-4-2b.

INFORMATION SUPPLIED UNDER CODE § 22-4-11(d)

IN LIEU OF FILING LEASE(S) AND OTHER CONTINUING CONTRACT(S)

Under the oath required to make the verification on the obverse side of this Notice, I depose and say that I am the person who signed the Notice for the Applicant, and that--

- (1) the tract of land is the same tract described in the Application to which this Notice applies, partly or wholly depicted in the accompanying plat, and described in the Construction and Reclamation Plan;
- (2) the parties and recordation data (if recorded) for lease(s) or other continuing contract(s) by which the Applicant claims the right to extract, produce or market the oil or gas are as follows:

Grantor, lessor, etc.

Grantee, lessee, etc.

Royalty

Book Page

STATE OF WEST VIRGINIA
 DEPARTMENT OF MINES, OFFICE OF OIL & GAS

APPLICATION FOR A WELL WORK PERMIT

- 4) WELL TYPE: A. Oil / Gas /
 B. (If "Gas", Production / Underground storage / Deep / Shallow /
 5) LOCATION: Elevation: 1158' Watershed Wolfpen Run
 District: Grant County: Ritchie Quadrangle: Schultz
 6) WELL OPERATOR Alan Gable Oil Development Co. 7) DESIGNATED AGENT Ron Kudella
 Address P O Box 166 Address P O Box 166
Davisville, WV 26142 Davisville, WV 26142
 8) OIL & GAS INSPECTOR TO BE NOTIFIED 9) DRILLING CONTRACTOR:
 Name Sam Hersman Name Alan Gable Oil Development Co.
 Address Box 66 Address PO Box 166
Smithville, WV Davisville, WV 26142
 10) PROPOSED WELL WORK: Drill / Drill Deeper / Redrill / Stimulate /
 Plug off old formation / Perforate new formation /
 Other physical change in well (specify) _____
 11) GEOLOGICAL TARGET FORMATION, Marcellus
 12) Estimated depth of completed well (or actual depth of existing well), 5800 feet
 13) Approximate water strata depths: Fresh, _____ feet; salt, _____ feet.
 14) Approximate coal seam depths: n/a Is coal being mined in the area? Yes / No

15) CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	SPECIFICATIONS					FOOTAGE INTERVALS		CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS
	Size	Grade	Weight per ft.	New	Used	For drilling	Left in well		
Conductor	11 3/4	J55		x		350	350	cts	Kinds
Fresh water									
Coal									Sizes
Intermediate	8 5/8	J55	24 1/2	x		1250	1250	to surface	
Production	4 1/2	J55	10.5	x			5800	600 sks	Depths set
Tubing									
Liners									Perforations:
									Top Bottom

The law requires a comment period for surface owners. However, the permit can be issued in less than 15 days from the filing of the Application (or less than 5 days if the Application is to plug a well), if the surface owner(s) of record sign(s) the following "Voluntary Statement of No Objection" on a facsimile of this surface owner's copy of the Application.

VOLUNTARY STATEMENT OF NO OBJECTION

I hereby state that I have read the instructions to surface owners on the reverse side of this Application for a Well Work Permit, and that I have received copies of (1) a Notice of Application for a Well Work Permit on Form IV-2(A), (2) an Application for a Well Work Permit on Form IV-2(B), (3) a survey plat on Form IV-6, and (4) a Construction and Reclamation Plan on Form IV-9, all for proposed well work on my surface land as described therein.

I further state that I have no objection to the planned work described in these materials, and I have no objection to a permit being issued based on those materials.

(For execution by corporation, partnership, etc.)

(For execution by natural persons)

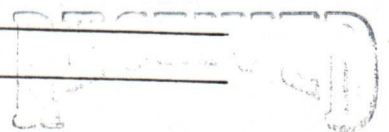
NAME: _____

X _____ Date: _____
 (Signature)

By _____

_____ Date: _____
 (Signature)

Its _____ Date: _____



JUN 28 1983

OIL & GAS DIVISION
 DEPT. OF MINES

INSTRUCTIONS TO SURFACE OWNERS
AND
EXPLANATION OF METHODS AND TIME LIMITS TO COMMENT
ON OIL AND GAS WELL WORK PERMIT

The well operator named in the Notice and this Application and the attached materials is applying for a permit from the State to do oil or gas well drilling or other well work. You are being served with these materials because surface owners have the right to file comments before the permit is issued. (NOTE: If the surface tract is owned by more than three persons, in multiple heirship for example, then these materials were served on you because your name appeared on the Sheriff's tax ticket on the land or because you actually occupy the surface tract. In either case, you may be the only owner who will actually receive these materials.) Permit will be good for 24 months. See Chapter 22, Article 4 of the W. Va. Code.

If you do not own any interest in the surface tract, please forward these materials to the true owner immediately if you know who it is. Also, please notify the well operator named in the materials and the Administrator of the Office of Oil and Gas in the West Virginia Department of Mines immediately.

NOTE: You are not required to file any comment at all.

Where to file comments and obtain additional information:

Administrator of the Office of Oil and Gas
West Virginia Department of Mines
1615 Washington Street East
Charleston, WV 25311
(304) 348-2057

Who may file comments? If you wish to file comments, you must be an owner of record of (1) an interest in the surface tract on which the well already is or is about to be located, or (2) an interest in any other surface tract under the same oil or gas lease which will be utilized for roads or other land disturbances.

Time limits for comments. The law requires these materials to be personally served or mailed to you on or before the date the operator files his Application. You have FIFTEEN (15) DAYS after the filing date to file your comments as provided in Methods for Filing Comments below. (This time is changed to FIVE (5) DAYS from the filing date if the permit is only to plug a well.) You may call the Administrator's office at the above telephone number to be sure of the date. However, if you have been contacted by the well operator, and if you have signed a "voluntary statement of no objection" to any of the planned work described in these materials, then the permit may be issued at any time.

Comments must be in writing. Your comments should include your name, address and telephone number, the well operator's name and well number, and the approximate location of the proposed well site including district and county from the Application. You may add other documents, such as sketches, maps or photographs to support your comments.

Methods for filing comments. Comments must be filed in person or received in the mail at the Administrator's office by the time stated above. Check with your postmaster to ensure adequate delivery time or to arrange special expedited handling.

The Administrator for Oil and Gas has the power to deny or condition a well work permit based on your comments on the following grounds:

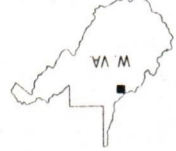
- "(1) The proposed well work will constitute a hazard to the safety of persons; or
- "(2) The plan for soil erosion and sediment control is not adequate or effective; or
- "(3) Damage would occur to publicly owned lands or resources; or
- "(4) The proposed well work fails to protect fresh water sources or supplies."

If you want a copy of the permit as it is finally issued, or a copy of the order denying the permit, you should request a copy from the Administrator.

List of Water Testing Laboratories. The Administrator maintains a list of water testing laboratories which you can hire to test your water to establish water quality prior to and after drilling. Contact the Administrator's office or an Oil and Gas Inspector to obtain a copy of the list.

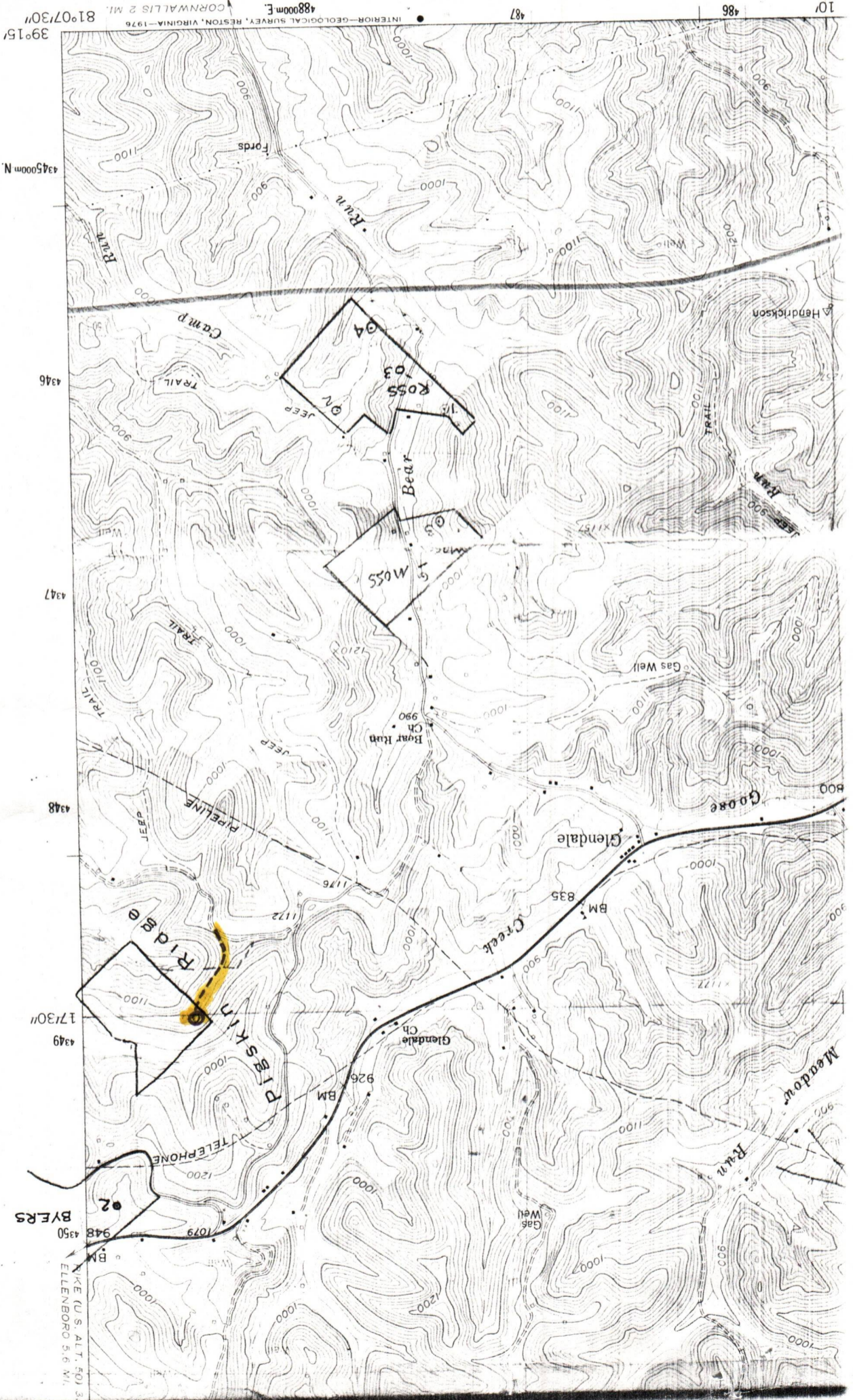
SCHULTZ, W. VA.
 SW 1/4 ST. MARYS 15' QUADRANGLE
 N3915-W8107.5/7.5
 1961
 PHOTO REPRODUCED 1975
 AMS 47621 SW - SERIES V854

QUADRANGLE LOCATION



ROAD CLASSIFICATION
 Heavy-duty
 Light-duty
 Unimproved dirt
 U.S. Route
 State Route

(HARRISVILLE)
 4762 II NE



BYERS
 948
 930
 B.M. NIKÉ (U.S. ALT. 501.5)
 ELLENBORO 5.6 MI.

3574-6133

ASSIGNMENT OF OIL AND GAS LEASE

THIS ASSIGNMENT, made this 11 day of March, 1983, by and between Craig L. Harden, 210 Wacona Dr., Waycross, Georgia, 31501, hereinafter referred to as "Assignor" and DEEP ROCK OIL COMPANY, P O Box 1326, Parkersburg, WV 26101

hereinafter referred to as "Assignee".

NOW THEREFORE, "Assignor" for and in consideration of the SUM of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, sell, transfer, assign and convey, subject to the provisions and reservations hereinafter set forth, unto "Assignee", his heirs, assigns, successors and administrators, all of "Assignors" right, title and interest in and to the following Oil and Gas Lease or Leases described in Exhibit "A" attached hereto.

This Assignment is subject to the following provisions and reservations; to-wit:

- a. "Assignor" herein reserves unto itself, his heirs, assigns, successors and administrators an overriding royalty of 6.25% in and to the gross production of Oil and Gas derived under the assigned Oil and Gas Leases described in Exhibit "A".
- b. This Assignment is subject all terms, provisions, commitments, conditions and royalties of the original Oil and Gas Leases.
- c. "Assignee" will furnish "Assignor" a copy of all assignments, permits, electrical and sample logs, completion reports, initial open flow reports on each and every well drilled or reworked under the assigned Oil and Gas Leases described in Exhibit "A" attached hereto.

This Assignment is given without warranty of any kind.

The effective date of this Assignment is the 11 day of March, 1983.

IN WITNESS WHEREOF, the undersigned party has caused this Assignment to be executed as of the day and year first hereinabove written.

BY: Craig L. Harden
Craig L. Harden

STATE OF West Virginia
COUNTY OF Ritchie

The foregoing writing, bearing the 11 day of March, 1983, was acknowledged before the undersigned authority by C. Jo McCrady on the 11 day of March, 1983.

C. Jo McCrady
Notary Public

My commission expires:
July 17, 1989

This instrument was prepared by Craig L. Harden.

This Exhibit "A" is made a part of that certain Assignment dated the 11 day of March, 1983, by and between Craig L. Harden, and DEEP ROCK OIL COMPANY, P O Box 1326, Parkersburg, WV 26101 as "Assignee".

That certain Oil and Gas Lease by and between T.D. Scadden and Sibyl M. Scadden, his wife, as Lessors and Craig L. Harden, as Lessee, covering 103 acres in the Grant District of Ritchie County, West Virginia, being recorded in Lease Book 153 at page 881 in the records of the Ritchie County Clerks Office.

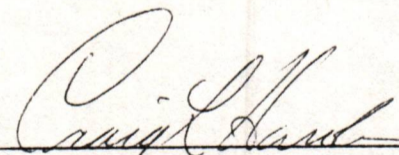
That certain Oil and Gas Lease by and between Mary Dolores Scadden, widow, et al, as Lessors and Craig L. Harden, as Lessee, covering 103 acres in the Grant District of Ritchie County, West Virginia, being recorded in Lease Book 153 at page 718 in the records of the Ritchie County Clerks Office.

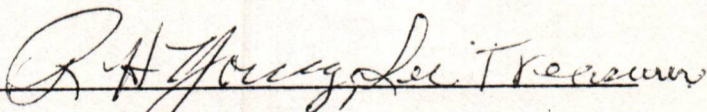
That certain Oil and Gas Lease by and between Charles W. Scadden, et al, as Lessors and Craig L. Harden, as Lessee, covering 103 acres in the Grant District of Ritchie County, West Virginia, being recorded in Lease Book 153 at page 722 in the records of the Ritchie County Clerks Office.

That certain Oil and Gas Lease by and between Paul E. Scadden, et al, as Lessors and Craig L. Harden, as Lessee, covering 103 acres in the Grant District of Ritchie County, West Virginia, being recorded in Lease Book 153 at page 720 in the records of the Ritchie County Clerks Office.

Excepting and reserving a certain 50 acre tract in Grant District of Ritchie County, West Virginia and bounded as follows:

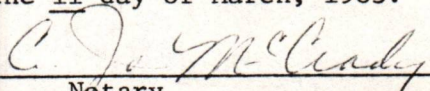
- Northwest by C. Scadden
- Northwest by N. Newbrough
- Northeast by West Virginia Pulp and Paper
- Southeast by F. Gregg
- Southwest by F. Gregg, S. Carlisle


Craig L. Harden


Deep Rock Oil Company

STATE OF West Virginia
COUNTY OF Ritchie

The foregoing writing, bearing the 11 day of March, 1983, was acknowledged before the undersigned authority by C. Jo McCrady on the 11 day of March, 1983.


Notary

My Commission expires: July 17, 1989

Mrs. Bowen

Filed and admitted to record in the office
of the Clerk of the County Commission of Ritchie

County, W. Va. *MAR 15 1933*

19 *at 1:35* o'clock *P. M.*

Recorded in *KEASE*

Book No. *155* Page *210*
P. M.

OIL AND GAS LEASE

THIS AGREEMENT, made this 2 day of February, 19 83

by and between: Charles W. Scadden & Barbara Scadden, H/W
103 South Alexander St. Millersburg, Ohio 44654
Charles B. Scadden and Tina J. Scadden, H/W, Rt. 1 Box
Killbuck, Ohio 44637 hereinafter known as the "LESSOR", whether one or more,
 and Craig L. Harden hereinafter known as the "LESSEE", whether one or more,
Rt. 1 Box 66-B Waverly, West Virginia 26184

WITNESSETH:

1. That the LESSOR, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby GRANT and LEASE unto the LESSEE all of the oil and gas and all of the constituents of either, in and under the following described land, together with the exclusive right to operate, drill for, produce, and market oil and gas and their constituents, and also the right to enter thereon for the purpose of drilling and operating for oil and gas, laying pipelines, erecting tanks, machinery, and the right to do all other things necessary and proper for the drilling, production, and marketing of oil and gas and their constituents from the property which is more particularly described below:

Situated in ~~SECTION~~ Grant ~~TOWNSHIP~~ District, County of Ritchie, State of W. Va., and more particularly described at Volume _____, Page _____, of the Deed Records of Ritchie County, West Virginia, which description is hereby referred to and incorporated herein by reference; which property is bounded substantially as follows:

NORTH by lands of Designated as Parcel #45 on tax (Situated on the Waters of
 EAST by lands of map#8 and Parcel #42 on tax map Wolf Pen Run)
 SOUTH by lands of 7 in the Ritchie County Tax Accessors Office
 WEST by lands of _____

Containing 103 acres, more or less.

2. It is agreed that this lease shall remain in force for a primary term of six months from this date and as long thereafter as operations for oil or gas, or either of them, are being conducted on the premises, or oil or gas, or either of them, is being produced in paying quantities. It is expressly agreed that if LESSEE shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom then as long as production continues in paying quantities.

If, after expiration of the term of this lease, production from the leased premises in paying quantities shall cease from any cause, this lease shall not terminate provided LESSEE resumes operations for the production of oil or gas within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, as long thereafter as oil or gas or either of them is produced in paying quantities.

3. LESSEE shall commence operations for a well on the leased premises or on acreage pooled therewith as provided herein, on or before July 1, 19 83, unless LESSEE pays or tenders the sum of \$ 2060.00 for each six months that operations are delayed. Such payment shall be a rental for the privilege of deferring commencement of drilling operations for the above period of time. In like manner, and upon like payments or tenders, the commencement of drilling operations shall be further deferred for successive periods during the primary term of this lease, or this lease will be null and void.

4. If a well capable of producing oil or gas or the constituents of either in paying quantities located on the leased premises (or acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in, suspended or otherwise not produced by the LESSEE due to lack of a market, and no oil or gas or their constituents is sold or utilized off the premises, nevertheless such shut in well shall be deemed to be a well on the leased premises producing in paying quantities and this lease shall remain in force during all of the time while such well is so shut in, whether before or after the expiration of the primary term. LESSEE shall use reasonable diligence to market any production from such well or wells but shall be under no obligation to market such products under terms, conditions or circumstances which in LESSEE's good faith judgment are unsatisfactory.

LESSEE shall be obligated to pay or tender to LESSOR within sixty (60) days after any such well is shut in and each anniversary thereafter, as royalty, an amount equal to \$ 5.00 per acre per year it being the intention of the parties that this lease shall remain in full force and effect for sixty (60) days after shutting in any well without payment.

5. LESSEE agrees to pay to the credit of the LESSOR one-eighth (1/8) of all the oil produced and saved from the leased premises, delivered free of cost to the purchasing agency, and one-eighth (1/8) of the proceeds of all the gas marketed and sold from said premises, payable monthly.

6. LESSOR reserves to himself, free of cost, 200,000 cubic feet of gas per annum for domestic use in one single family dwelling located on this property. Such free gas shall be taken through LESSOR's own appliances and LESSOR shall be responsible for using economical appliances. LESSOR further covenants and agrees that his taking and use of such gas shall be wholly at his own risk and LESSOR agrees to indemnify and hold harmless LESSEE for any accident or damage caused thereby to either the parties to this agreement or any third party, and LESSEE shall not be liable for any shortage or failure in the supply of gas for said domestic use.

7. All payments made to LESSOR under the terms of this lease shall be made to the LESSOR, or any one of them, in cash or check in person or by United States mail to the address set forth herein or to the credit of LESSOR, or any one of them, in _____

Bank at the above address, which bank and its successors are hereby designated as LESSOR's agent for the purpose of receiving said payment. If said bank should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payments on behalf of LESSOR, LESSEE shall not be held in default for failure to make said payment so long as LESSEE has made a bona fide attempt to make said payment and in no event shall any default be declared against LESSEE until thirty (30) days after LESSEE receives written notice of said default during which time LESSEE shall have the right to make the payment then in default and thereby cure said default.

8. Any notice or demand required by this agreement shall be made to the LESSOR and LESSEE at the address set forth herein and to successors or assigns of the LESSEE herein at the address set forth in the instrument of conveyance as recorded in the County Recorder's Office by United States mail, postage prepaid, or in person.

9. LESSEE is authorized to pool or combine the land covered by this lease, or any portion thereof, or formation thereunder, as to oil and/or gas, with any other land, lease or leases when in LESSEE's judgment it is advisable to do so in order to properly develop or operate said premises. Such pooling shall be into a well unit or units not exceeding approximately forty (40) acres for oil and not exceeding approximately six hundred forty (640) acres for gas. LESSEE shall execute and record an instrument or instruments identifying and describing the pooled acreage. Production, drilling or reworking operations anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations under this lease. In lieu of the royalties elsewhere herein specified, LESSOR shall receive from a unit so formed only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit or his royalty therein bears to the total acreage so pooled in the particular unit involved.

10. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to, and be binding on, their heirs, successors, and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of LESSEE; and no change or division in such ownership shall be binding on LESSEE until thirty (30) days after LESSEE shall have been furnished by certified mail at LESSEE's principal place of business with originals or certified copies of recorded documents of title transferring title from LESSOR. In the event of assignment hereof, in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owners of this lease or portion thereof who commits such breach.

11. LESSEE shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of LESSOR. LESSEE shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises including the right to draw and remove casing.

12. LESSEE hereby agrees to restore the surface of the land covered by this lease to as near as practical its original condition after each drilling operation and further agrees to pay LESSOR for all damages to growing crops, improvements and livestock caused by or arising out of its operations thereon. When required by LESSOR, LESSEE will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said land without LESSOR's consent.

13. LESSOR hereby warrants and agrees to defend the title to this property including the oil and gas and other minerals which are the subject of this lease and LESSOR agrees that LESSEE, at its option, may pay, discharge or redeem any taxes, mortgages, or other liens existing on or assessed against said property, either in whole or in part, and in the event LESSEE does so, it shall be subrogated to the rights of such lien holder with the right to reimburse itself by applying any royalty toward satisfying the same.

14. Should LESSEE be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by operation of force majeure, any Federal or State law, or any order, rule, or regulation by governmental authority, then while so prevented, LESSEE's obligation to comply with such covenant shall be suspended, and LESSEE shall be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as LESSEE is prevented by any such thing from conducting drilling or reworking operations on or from producing oil or gas from the leased premises, anything in the lease to the contrary notwithstanding.

15. If LESSOR owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties and proceeds herein provided shall be paid to the LESSOR only in the proportion which its interest bears to the whole undivided fee. Should any person, firm, or corporation having an interest in the above-described land not lease to LESSEE, or should any one or more of the parties named above as LESSOR not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

16. At any time LESSEE shall have the right to surrender this lease or any part thereof for cancellation, after which all payments and liabilities under shall cease and determine as to the part or parts so surrendered, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the LESSOR, or if more than one LESSOR, then to any one of them, or to any heir or assign of any one of them, by delivery of a duly executed surrender thereof in person or by mail addressed to the address of such person as set forth herein, or by recording a duly executed surrender thereof in the Recorder's Office of the County in which the land is located.

17. In consideration of the granting of this lease and its terms and covenants, LESSOR does hereby grant, sell, assign, transfer and set over to the LESSEE, its heirs, successors, representatives and assigns, a right-of-way to lay, maintain, operate, inspect, replace, change the size of, locate and remove pipe lines for the transportation of oil or gas and other products with drips, valves, measuring and regulating equipment and other necessary appurtenances thereto on, over and through the land of the LESSOR together with the right of ingress and egress to and from said line measuring and regulating equipment and other necessary appurtenances at all times as may be necessary or convenient for the full and complete use by the LESSEE of this right-of-way.

The LESSOR shall use and enjoy the said lands subject to the conditions and provisions of this right-of-way grant expressed and implied and intended always that such use and enjoyment shall not interfere with or be inconsistent in any way with the rights, privileges and uses herein granted to the LESSEE.

18. This lease embodies the entire contract and agreement between LESSOR and LESSEE, and no warranties, representations, promises, or covenants not herein expressed have been made or relied upon by either party.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this instrument as of the day and year first above-written.

See Exhibit "A" below

Lessor's reserve a 1/64 override of all proceeds free of cost.

LESSOR: C.B.S., T.S.S., B.R.S. & N.B. Charles B. Scadden (SEAL)
Robert B. Hines 300-66-9842 (SEAL)
Craig Hines June J. Scadden (SEAL)
 279-65-7541 (SEAL)
 Charles W. Scadden (SEAL)
 236-42-2105 (SEAL)
 Barbara A. Scadden (SEAL)
 333-58-8436 (SEAL)

ACKNOWLEDGEMENT

STATE OF Ohio
COUNTY OF Holmes

To-wit:

Robert B. Hines, a Notary Public of said County, do hereby certify that Charles B. Scadden, June J. Scadden, Charles W. Scadden and Barbara A. Scadden

whose name S signed to the within writing bearing date the 2nd day of Feb. 19 83
and he this day acknowledged the same before me in my said County.
Given under my hand this 3rd day of Feb. 19 83

Robert B. Hines
Notary Public
 Ohio State Seal
 FEB 9 1983

Commission expires _____

OHIO ACKNOWLEDGEMENT

STATE OF OHIO
COUNTY OF _____

SS.

Before me, a Notary Public in and for said county, personally appeared the above named _____

Filed and admitted to record in the office of the Clerk of the County Commission of Ritchie County, W. Va. FEB 9 1983

It is he has did sign the foregoing instrument, and that the same is free act and deed in testimony whereof I have hereunto subscribed my name at hess this 9 day of Feb. 19 83
Book No. 153 Page 722

Commission expires _____

Teste: Linda B. May LC Clerk

Notary Public

EXHIBIT "A"

The Lessors, first being duly sworn, depose and say they are the owners, or part owners, of the premises hereinbefore described. That they acquired an interest in said premises by Deed Book 56 page 537 & 538.

The Lessors further state that the subject property has been covered by various Oil and Gas leases of record; that subject property is to be covered by this lease, when specified herein, and that the Lessors have not received any rental, royalty, or any other income from any Oil & Gas lease except this lease, and that all other Oil & Gas leases are null and void.

The Lessors herein further states that no production of Oil and Gas has been obtained on the subject property for a period of time exceeding 5 years. Lessors further saith naught.

Standard Form 100