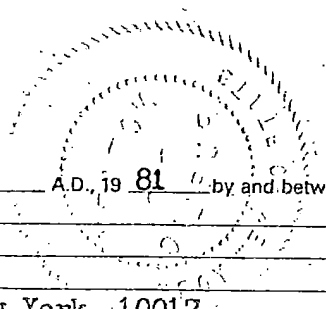


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Released See DB 214 Pg 711

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Oil and Gas Lease
34208



Agreement Made and entered into the 12th day of March A.D. 19 81 by and between
Patricia Happie Ladew, single
C/O Mr. Elliot Hoffman, Esq.
565 5th Avenue
New York, County of New York and State of New York, 10017
part V of the first part, hereinafter called the Lessor, and C.E. Beck, Box 395, 32 National Transit Building,
Oil City, Pennsylvania, 16301

party of the second part, hereinafter called Lessee, WITNESSETH:

1. That for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations in hand paid by Lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, Lessor does hereby grant, demise, lease, and let unto Lessee, for its exclusive possession and use for the purpose of (a) exploring by geophysical and other methods, prospecting, drilling, mining, operating for and producing oil and gas and sulfur, including casinghead gas and casinghead gasoline, condensate, (b) saving, treating, transporting and caring for said products, (c) removing therefrom, and from lands operated thereon, water, brine and other refuse and injecting the same, gas, and any other substances into the subsurface thereof, (d) exercising all rights and privileges hereinafter granted to Lessee, (e) constructing, operating and maintaining thereon all structures and facilities necessary or convenient for any and all said purposes, and (f) pooling or unitizing the same with other lands for such purposes, as hereinafter more fully set out, all that certain tract of land situated in the Township or District of

Gore/Bloomery/Romney, County of Hampshire and State of West Virginia

- described as follows:
- Tract I--Bloomery tax map #8 parcel 22, tax map #9 parcel 1, tax map #9 part of Grouseland Subdivision (deed book 71 page 415)--904 acres
 - Tract II--Bloomery tax map #9 part of Grouseland Subdivision, tax map #9 parcel 37 (deed book 71 page 415)--555.5 acres
 - Tract III--Gore tax map #2 part of Spring Gap Subdivision (deed book 71 page 415)--608 acres
 - Tract IV--Bloomery tax map #8 parcel 4 (deed book 71 page 415)--534.5 acres
 - Tract V--Romney tax map #11 parcel 8 (deed book 71 page 415)--600 acres

and bounded substantially by lands now and formerly owned as follows (see Exhibit A for legal description of the above tracts

On the North by: It is understood and agreed that this lease conveys
On the East by: no right to store gas on the leased premises nor does it convey any right to mine any minerals other than sulphur.
On the South By: Any mention of storage or storage rights or the mention of any mining right to minerals other than sulphur shall be
On the West By: treated as deleted and inapplicable to this lease.

containing 3202.00 acres, more or less. In addition to the above described land, any and all strings or parcels of land adjoining or contiguous to the above described land and owned or claimed by Lessor are hereby leased to Lessee.

Lessee shall be responsible for any damage to growing crops, fences, and buildings which may result from said operations. No well shall be drilled within 200 feet of any house or barn now on said premises. Lessor agrees that Lessee may enter upon leased premises, search for and clean out any abandoned oil or gas well, and such well shall then be considered to have been drilled under the terms of this lease. The same may be properly plugged and abandoned again or refitted and utilized by Lessee for the production or storage of gas or oil.

of oil, gas and mineral rights

2. Lessor hereby covenants that he is seized of ~~the premises~~ in the lands hereinbefore described, subject to existing easements, together with oil and gas underlying the same, and that he will forever warrant and defend the leasehold estate hereby demised unto the Lessee against the lawful claims and demands of persons whomsoever, and that Lessee shall have the exclusive, full, free, and quiet possession of said described premises for the purposes and during the term herein set forth. Lessor further agrees that the Lessee at its option may pay and discharge, when defaulted, any taxes, mortgages or other liens existing, levied or assessed on or against the above described lands, and in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

3. It is agreed that this lease shall remain in force for the term of ten years from the above date and as long thereafter as the above described land, or any portion thereof, or any other land pooled or unitized therewith as provided in Paragraph Four (4) hereof, is operated by the Lessee in the search for or production of oil or gas, or as long as gas is being stored, held in storage, or withdrawn from the premises by Lessee, or as long as this lease is in effect by any other provisions contained herein. It is agreed that the cessation of production from wells on the leased premises or upon other lands unitized therewith, after the expiration of the primary term, shall not terminate this lease whether the pooling units have been dissolved or not, if the land is used for the storage of gas prior to the plugging and abandonment of wells from which oil or gas has been produced. A well need not be drilled on the premises to permit the storage of gas.

4. Lessee hereby is given the right at its option, at any time within the primary term hereof or at any time during which this lease may be extended by any provision hereof, and from time to time within such period, to pool, reform, enlarge and/or reduce such unit or pool, and repool all or any part or parts of leased premises or rights therein with any other land in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land so as to create units of such size and surface acreage as Lessee may desire but containing not more than 640 acres each plus 10% acreage tolerance. If at any time larger units are specified under any then applicable law, rule, regulation or order of any governmental authority for the drilling, completion, or operation of a well, or for obtaining maximum allowable, any such unit may be established or enlarged to conform to the size authorized. Each unit or reformation thereof may be created by governmental authority or by recording in the appropriate county office a Declaration containing a description of the unit so created, specifying the formation and substances so pooled. Any well which is commenced, or is drilled, or is producing on any part of any lands theretofore or thereafter so pooled shall, except for the payment of royalties, be considered a well commenced, drilled, and producing on leased premises under this lease. There shall be allocated to the portion of leased premises included in any such pooling or repooling such proportion of the actual production from all lands so pooled or repooled as such portion of leased premises computed on an acreage basis, bears to the entire acreage of the lands so pooled or repooled. The production so allocated shall be considered for the purpose of payment or delivery of royalty to be the entire production from the portion of leased premises included in such pooling or repooling in the same manner as though produced from such portion of leased premises under the terms of this lease. Each of said options may be exercised by Lessee from time to time, and a unit may be formed either before or after a well has been drilled or production has been established on leased premises or on the portion of the leased premises which is included in the pool or on other lands which are pooled or repooled therewith.

5. The royalties reserved by Lessor, and which shall be paid by Lessee, are: (a) on oil (including but not limited to distillate and condensate) one-eighth (1/8) of that produced and saved from the leased premises, the same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected, provided, however, Lessee may from time to time purchase such royalty oil, paying therefore the current market price at the wells in the field or area for oil (crude) having the same or nearest to the same gravity; (b) on gas, including casinghead gas and all other gaseous or vaporous substances, produced from said land and sold or used off the leased premises or in the manufacture of gasoline or in the extraction of sulfur or any other product, the market value at the wells of one-eighth (1/8) of the gas so sold or used, such market value at the wells in no event to exceed the net proceeds received by Lessee calculated or allocated back to the wells from which produced, making allowance and deduction for a fair and reasonable charge for gathering, compressing and making merchantable such gas, provided, that on gas sold at the wells, the royalty shall be one-eighth (1/8) of the net proceeds received by Lessee from such sale, after such allowance and deduction, and provided further that, if any such sale of gas is regulated as to price by any governmental agency having jurisdiction, such market value or net proceeds shall in no event exceed the amount received by Lessee, not subject to refund, calculated or allocated back to the wells from which produced, making allowance and deduction of a fair and reasonable charge for gathering, compressing and making merchantable such gas, and which amount may be further adjusted up or down prospectively or retrospectively when the price or rate authorized by such governmental agency is determined; (c) on sulfur mined or marketed, One Dollar (\$1.00) per long ton (2240 lbs.). During any period (whether before or after expiration of the primary term hereof) where there is a gas well on the leased premises or on a unit that includes all or a part of the leased premises, however designated, capable of producing gas in quantities and gas is not being sold or used and the well or wells are shut-in and there is no current production of oil or operations on said leased premises or any portion or stratum thereof sufficient to keep this lease in force, Lessee shall be obligated to pay or tender as shut-in rental an amount (which shall be the same and shall be paid, regardless of the number of the shut-in wells and regardless of whether the shut-in well or wells be located upon said leased premises or upon such other acreage as is embraced in such unit) for each six-month period equal to one-half the annual rental hereinafter provided and it will be considered that gas is produced, for all purposes of this lease, during any period that such well or wells are so shut-in; such amount for the first six-month period to be payable within ninety (90) days following shutting in of the first well, and payment for each subsequent six-month period shall be payable on or before the beginning date of each such subsequent six-month period. The amount of each such rental payment or tender may be paid by check or draft of Lessee in the same manner as provided in Paragraph Eight (8) hereof, and such payments may be made beyond the primary term. Lessee shall use reasonable diligence to market gas capable of being produced from such shut-in well or wells but shall be under no obligation to market such gas under terms, conditions, or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall have free use of oil, distillate, condensate, gas, and water from the leased premises, except water from Lessor's wells and tanks, for all operations hereunder.

6. If operations for drilling are not commenced on the leased premises, or on acreage pooled therewith as above provided, on or before one year from this date, this lease shall then terminate as to both parties unless Lessee on or before the expiration of said period shall pay or tender to Lessor, or to the credit of Lessor in Marine Midland Bank Bank at 250 Park Avenue, New York, New York, 10017, or any successor bank, the sum of Three thousand two hundred two and no/100 Dollars (\$3,202.00), hereinafter called the "delay rental," which shall extend for twelve (12) months the time within which drilling operations or mining operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders the commencement of drilling operations or mining operations may be further deferred for periods of twelve (12) months each during the primary term. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

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7. As full compensation for the storage rights herein granted, and in lieu of all royalty or other payments due or to become due for the right to produce or the production of gas, oil or other hydrocarbon substances produced therewith from the stratum or strata utilized for gas storage purposes, Lessee agrees to pay Lessor an annual rental of One Dollar (\$1.00) per acre for each acre utilized for such gas storage purposes, in advance commencing with the date it notifies Lessor that it elects to use any stratum for storage purposes, and for so long thereafter as any such stratum is so utilized. Lessee further agrees to pay Lessor, as liquidated damages for the drilling, operation and maintenance of each well on leased premises which is utilized for storage of gas, as well as for the necessary or useful surface rights and privileges relating thereto, for the entire term of this agreement, the sum of One Hundred Dollars (\$100.00) payable in one sum within three (3) months after each well now existing or hereafter drilled upon leased premises is so utilized. The storage rights may be exercised in conjunction with other leases in the general vicinity.

8. Failure to pay or error in paying any rental or other payment due hereunder shall not constitute a ground for forfeiture of this lease and shall not affect Lessee's obligation to make such payment, but Lessee shall not be considered in default on account thereof until Lessor has first given Lessee written notice of the non-payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to make payment. Payment or tender of rental or other payment hereunder may be made by check or draft of Lessee delivered or mailed to the authorized depository bank or Lessor (at address last known to Lessee) on or before such date for payment, and the payment or tender will be deemed made when the check or draft is so delivered or mailed. If said named or successor bank (or any other bank which may, as hereinafter provided have been designated as depository) should fail or liquidate or for any reason refuse or fail to accept rental, Lessee shall not be held in default for failure to make such payment or tender until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank to receive such payments or tenders. The above named or successor bank or any other bank which may be designated as depository shall be Lessor's agent.

9. If prior to discovery and production of oil, gas or other mineral on the leased premises or on acreage pooled therewith, Lessee should drill a dry hole or holes thereon or, if after discovery and production of oil, gas or other mineral the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling, deepening, plugging back, or reworking within sixty (60) days thereafter or if it be within the primary term, commences or resumes the payment or tender of delay rentals or commences operation for drilling, deepening, plugging back, or reworking on or before the delay rental paying date next ensuing after the expiration of sixty (60) days from date of completion of dry hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the first year of the primary term and prior to the discovery and production of oil, gas or other mineral on the leased premises or on acreage pooled therewith, Lessee should drill a dry hole thereon, no delay rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on the leased premises or on acreage pooled therewith, but Lessee is then engaged in drilling, deepening, plugging back, or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling, deepening, plugging back, or reworking of any additional well are prosecuted with no cessation of more than sixty (60) consecutive days and, if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from the leased premises, or on acreage pooled therewith.

10. Lessee, at any time, and from time to time, may surrender this lease as to all or any part or parts of leased premises by tendering an appropriate instrument of surrender to the Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereupon this lease, and the rights and obligations of the parties hereunder, shall terminate as to the part or parts so surrendered. Upon each surrender as to any part or parts of leased premises the rental and all other payments specified above shall be proportionately reduced on an acreage basis, and Lessee shall have reasonable easements for then existing pipelines or roadways on the lands surrendered for the purpose of continuing operations on the lands retained. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, buildings, or other structures placed on said premises, including the right to pull and remove all casing.

11. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under any part of the leased premises less than the entire fee simple estate (whether Lessor's interest is herein specified or not and whether or not this lease purports to cover a whole or a fractional interest), then the royalties, and delay, shut-in, and storage rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Said Lessee shall not be required in any event to increase the delay rental, storage rental, shut-in rental, or the gas or oil royalty payments hereunder by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by said Lessor or by his predecessors in title or otherwise; and if the Lessor does not have title to all the oil and gas in the leased premises or to the storage rights herein leased, there shall be refunded such part of all payments made by the Lessee hereunder as shall be proportionate to the outstanding title, and all payments and royalties hereafter to be made shall be reduced in the same proportion.

12. In case of notice of, or an adverse claim to the premises, affecting all or any part of the shut-in rentals, delay rentals, storage rentals, or royalties, Lessee may withhold payment or delivery of the same until their ownership is determined by compromise, or by final decree of a court of competent jurisdiction, and to this end Lessee may file a petition for interpleader.

13. The rights of either party hereunder may be assigned in whole or in part; but in no change or division in ownership of the leased premises, delay rentals, shut-in rentals, storage rentals, or royalties or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in such ownership or status shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to any sum hereunder, Lessee may pay or tender the same to the credit of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate or, if there be none, evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more parties are entitled to or adversely claim any sum payable hereunder, or any part thereof, Lessee may pay or tender the same either jointly to such parties or separately or to each in accordance with his respective ownership thereof. In event of assignment of this lease as to a segregated portion of the leased premises, the delay rentals and shut-in rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and the failure to pay delay rentals or shut-in rentals on the one segregated portion of the leased premises shall not affect the rights of the party holding the other segregated portion hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all parties designating an agent to receive payment for all.

14. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate hereunder nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof and Lessee, if in default shall have sixty (60) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other minerals in paying quantities on the leased premises, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per 80 acres of the area retained hereunder and capable of producing oil in paying quantities and more than one well per 640 acres of the area retained hereunder and capable of producing gas or other minerals in paying quantities, plus in each case a tolerance of 10% of the stated area.

15. Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws of the state wherein leased premises are situated insofar as the same in any way may affect the purpose for which this lease is made.

16. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee for a period of fifteen days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor(s) along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor(s) shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor(s) bank of record for payment.

17. Should any one or more of the parties named herein as Lessor fail to execute this lease, it shall nevertheless be binding on the party or parties executing the same, and additional parties may execute this lease as Lessor, and this lease shall be binding on each party executing the same notwithstanding that such party is not named herein as Lessor; and all of the provisions of this lease shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns, and successive successors and assigns.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESS:
this instrument prepared by:
C. E. Beck, 32 National Transit Bldg.
Oil City, PA 16301-0395

Patricia Happie Ladew (Seal)
Patricia Happie Ladew (S.S.#) or (Tax I.D.#)
082-24-2887 (Seal)
(S.S.#) or (Tax I.D.#)
(Seal)
(S.S.#) or (Tax I.D.#)
(Seal)
(S.S.#) or (Tax I.D.#)

ACKNOWLEDGEMENT

COUNTY OF New York, STATE OF New York
I, the under signed notary public, in and for said
County, in the State aforesaid, do hereby certify that Patricia Happie Ladew, single

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, and desires the same to be recorded as such.

Given under my hand and notarial Seal, this 20th day of August, A.D. 19 81
My commission expires 3/30/82
ELLIOT L.
Notary Public, State of New York
No. 31-6926
Qualified in New York County
Commission Expires March 30, 1982

Tract I: Lying in Bloomery District in Creltons Valley adjoining said companys land & others and bounded as follows to Wit: Beginning at two chestnut oaks on the N.W. Side of Sideling Hill, thence N 25 E 194 poles to three pines on the N.W. brow of said Hill N 26 E 80 poles to four Chestnut oaks N55 30' W 144 poles to a white oak, black and poplar N 77 deg. 216 poles to three white oaks near a branch corner to Crook, thence with his line N 21 E 40 poles to a black oak & chestnut oak N 77 deg. W 92 poles to a chestnut oak on cleft of rocks on SE side of Spring Gap Mountain corner to J.B. Hoyt & Co., thence with their lines reversed S 33 deg. W 320 poles to a Chestnut oak & red oak S 59 deg. E 136 poles to five small chestnuts & two small pines in Higbys line, thence with Higbys lines reversed N 57 E 140 poles to a pine & stone pile, thence S 33 deg. E 200 poles to Higbys corner, thence S 57 deg. 30' W 42 poles to two whiteoaks J. B. Hoyt & Co. cos corner in Higbys line, thence with J. B. Hoyt & Co. line S 51 deg. E 100 poles to a stake, thence N 46 deg. E 101 poles to the beginning containing 904 acres.

Tract II: Beginning at a stone pile in the eighthline of the entire tract of which this is a part - Higby's corner, thence with the original lines South thirty one degrees, East 96 perches to a fallen red oak on the West side of Sideling Hill Mountain, South 43 degrees, West 288 poles to a stone pile, South 42 degrees East 110 poles - crossing top of said mountain to two hickory trees on the Southeast side of said Mountain, thence North 59 degrees East 178 poles to a chestnut oak tree, North 78 degrees 59 minutes East, 48 perches and six tenths of a perch, to a black oak tree near the foot of said mountain, thence North 39 degrees East 103 poles to two hickory trees and a fallen white oak, thence South 51 degrees and 15 min. East 75 poles to a large white oak tree a corner of "R.M. Powell's heirs" land, thence with their line North 42 degrees 130 poles to a black oak tree another corner of the land of said heirs and a corner of C. Vanosdel's land, thence with Vanosdel's line North 57 degrees West 222 perches to three chestnut oak trees on the Northwest side of said Mountain, thence North 48 deg. East 44.3 perches to Murphy's line, North 57 deg. West 100 poles to two white oak trees Murphy's corner on Higby's line, thence with said line South 59 deg. West 118 poles to the beginning, containing 555.5 acres, more or less.

Tract III: Beginning at two hickory trees, near a marked white oak, near the head of a small hollow, and near the foot (West Foot) of Spring Gap Mountain, beginning corner of the entire tract of which this is a part, thence up said Mountain South 42 deg. East 100 poles to two hickory trees in the gap of said Mountain, and near the North edge of the Oldtown road in Loy's line (formerly John Roycer's), thence with Loy's line North 41 deg. East 33 poles, to a white oak tree, Jenkin's corner, North 16 deg. East 47 poles to three small chestnut oaks, North 41 deg. and 30 min. East 101 poles to a hickory locust and red oak trees, near two marked chestnut oaks thence crossing said Mountain South 51 deg. East 278 poles to a large white oak tree, now marked in room of a spanish oak, gone, North 34 deg. and 54 min. West 113 poles to a pile of stones near a drain, two white oak trees marked as pointers, and near the foot of said mountain, thence North 65 deg. East 78 poles to a pine tree - Higby's corner - thence leaving Loy's and the original lines and running with Higby's line, North 59 deg. East, 20 poles to five samll chestnut oak trees and two pines, in Murphy's corner, thence with Murphy's lines reversed North 57 deg. and 30 min. West 136 poles to a chestnut oak and red oak trees, North 34 deg. and 30 min. East 280 poles to a stake, thence leaving Murphy's lines and running North 66 deg. West 190 poles to a stone pile on Kayler's line, thence South 32 deg. 15 min West 502 poles to the beginning, containing 608 acres, more or less.

Tract IV: Beginning at two white oak stumps, near the foot of Spring Gap Mountain, thence running up said Mountain North 66 deg. West 84 perches to a service bush between red oak trees on the top of the Mountain, thence with or near the top of said Mountain South 41 deg. West 23 poles to two chestnut oak trees, South 27 deg. and 30 min. West 109 poles to a Chestnut oak tree, South 34 deg. West 54 perches and one half of a perch to two chestnut oak trees growing from one root, South 25 deg. West 66 perches to a stone pile near a marked hickory tree South 32 deg. West 39 poles and two tenths of a pole to a point of large rocks, on the top of said mountain South 35 deg. West 35 deg. West 35 poles to a chestnut oak, South 30 deg. West 104 perches to a chestnut oak tree, South 12 deg. and 30 min. West 71 poles to a white oak tree, South 35 deg. West 278 poles to two small chestnut oak trees and a white oak tree, thence leaving the top of said mountain, South 66 deg. East 135 poles to a pine white oak and chestnut oak trees, in an original line of the entire tract of which this is a part, thence with said original lines North 23 deg. East 211 poles to two white oaks, North 52 deg. and 36 min. East 88 poles to seven white oaks trees, near a small field - Vanosdel's corner - thence with Vanosdel's line North 24 deg. East 483 poles to the beginning containing 534.5 acres, more or less.

Tract V: ...A certain tract or parcel of land in the Trough, partly in Hampshire and partly in Hardy Counties West Virginia, and was patented to Isaac Kuyendall by patent dated Nov. 26, 1829 and is bounded as follows: Beginning at a pine (a red oak, hickory and white oak now added) the west side of the South Branch of the Potomac on High Knob Mountain, S. 60 E. 40 poles to a stake in a line of McNiels and with same N. 30 E.80 poles to an ironwood and ash, S. 69 E. 8 poles to two sugars and two sycamores on the bank of the river; thence crossing the same S.69 E.80 poles to a pine on Trough Mountain N. 40 E. 645 piles to a pine in Hampshire County, N. 56 W. 100 poles across the river to mouth of Dry Hollow; thence up same N.56 W 100 poles to a stake, formerly some large rocks, S. 33 W. 745 poles to the beginning, containing six hundred acres, less fifty acres off the south end.

Page 1 of 1, part of Oil and Gas lease containing 3202 acres, Hampshire County, West Virginia, Dated, March 12, 1981

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:

Be it remembered that on the 28th day of October, 1981, at 1:18 P. M., this Oil & Gas Lease was presented in the Clerk's Office of the County Commission of said County and with the certificate thereof annexed, admitted to record.

Attest Nancy C. Fellers Clerk
County Commission, Hampshire County, W. Va. sd