

01-1647-CD  
POWER GAS MARKETING & -vs- DOUGLAS BARRETT  
TRANSMISSION, INC.

POWER GAS MARKETING &  
TRANSMISSION, INC.,

Plaintiff,

vs.

DOUGLAS BARRETT, individually  
and as Executor of the Estate of  
EFFIE A. BARRETT,

Defendant.

IN THE COURT OF COMMON PLEAS

CLEARFIELD CO., PENNSYLVANIA

CIVIL ACTION - LAW

NO. 01-1647-CO

Type of Pleading:  
Complaint

Filed on behalf of:  
Power Gas Marketing &  
Transmission, Inc., Plaintiff

Counsel of Record:  
Michael S. Delaney, Esquire  
936 Philadelphia Street  
Indiana, PA 15701  
(724) 349-2255  
ID #25537

Patrick Dougherty, Esquire  
936 Philadelphia Street  
Indiana, PA 15701  
(724) 349-2255  
ID #85832

**FILED**

OCT 03 2001

William A. Shaw  
Prothonotary

POWER GAS MARKETING &  
TRANSMISSION, INC.,

Plaintiff,

vs.

DOUGLAS BARRETT, individually  
and as Executor of the Estate of  
EFFIE A. BARRETT,

Defendant.

IN THE COURT OF COMMON PLEAS

CLEARFIELD CO., PENNSYLVANIA

CIVIL ACTION - LAW

NO. \_\_\_\_\_

### NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator's Office  
230 E. Market Street  
Suite 228  
Clearfield, PA 16830  
TELEPHONE: (814) 765-2641

BY:   
MICHAEL S. DELANEY, ESQUIRE  
Attorney for Plaintiff

POWER GAS MARKETING &  
TRANSMISSION, INC.,

Plaintiff,

vs.

DOUGLAS BARRETT, individually  
and as Executor of the Estate of  
EFFIE A. BARRETT,

Defendants.

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IN THE COURT OF COMMON PLEAS

ARMSTRONG CO., PENNSYLVANIA

CIVIL ACTION - LAW

NO. \_\_\_\_\_

### COMPLAINT

AND NOW, COMES Plaintiff, Power Gas Marketing & Transmission, Inc., by and through its Attorneys, Michael S. Delaney, Esquire, and Patrick Dougherty, Esquire, and files this Complaint and in support thereof, avers as follows:

1. Plaintiff, Power Gas Marketing & Transmission, Inc., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at Gulf Tower, 32nd Floor, 707 Grant Street, Pittsburgh, Pennsylvania, 15219.

2. The Defendant, Douglas Barrett, individually, and as Executor of the Estate of Effie A. Barrett, is an individual residing at PO Box 695, LaJose, Pennsylvania, 15753.

3. Defendant, Douglas Barrett, is the Executor of the Estate of Effie Barrett pursuant to the Last Will and Testament of Effie A. Barrett, which was filed with the Clearfield County Register of Wills Office at Instrument Number 200017356, (attached hereto as Exhibit "A").

4. That by Oil and Gas Lease dated December 4, 1971, a copy of which is recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 161, page 241, Vera O. Barrett, a widow; Harry W. Barrett and Effie A. Barrett, husband and wife, leased for oil and gas production purposes 220 acres, more or less, situate in Ferguson Township, Clearfield County, Pennsylvania, of which Defendant's property is a part. A copy of the Oil and Gas Lease is attached hereto and marked as Exhibit "B."

5. The above-mentioned 220 acres situate in Ferguson Township, Clearfield County, Pennsylvania, is assessed in the name of Harry W. Barrett, Effie A. Barrett, his wife, at Clearfield County Tax Assessment Parcel Numbers 113-F15-6, 120 acres, and Clearfield County Tax Assessment Parcel Number 113-E14-1, 100 acres.

6. Plaintiff, Power Gas Marketing & Transmission, Inc., is now the owner of the above-referenced Oil and Gas Lease.

7. Power Gas Marketing & Transmission, Inc., by virtue of the authority granted in the Oil and Gas Lease, now operates one (1) oil and gas well situate upon said 220 acres, more particularly, situate upon Defendant's property.

8. The said Oil and Gas Lease does not contain a free gas allotment to the surface owners.

9. Defendants have consumed for domestic purposes natural gas produced from Plaintiff's oil and gas well situate on Defendant's tract of land as follows:

<u>Year</u>	<u>Total Natural Gas Consumed by Defendant</u>
2001(through July 2001)	71 MCF

### COUNT 1

10. Paragraphs 1 through 9 of this Complaint are incorporated herein by reference.

11. Plaintiff believes and avers that Defendant is not entitled to any portion of the Oil and Gas from Plaintiff's wells.

12. Based upon the above consumption of natural gas by Defendants from January 1999 through July 2001, the Defendants owe Plaintiffs the sum of TWO THOUSAND NINE HUNDRED ONE AND 51/100 (\$2,901.51) DOLLARS, in accordance with the calculations set forth in Exhibit "C."


WHEREFORE, Plaintiff requests that:


(A) Plaintiff has judgment declaring that Defendant is not entitled to any portion of the natural gas produced under the Oil and Gas Lease which is recorded at Clearfield County Deed Book Volume 161, page 241; and

(B) Plaintiff has judgment in its favor and against the Defendants in the sum of TWO THOUSAND NINE HUNDRED ONE AND 51/100 (\$2,901.51) DOLLARS, plus interest and costs of suit; and

(C) The court issues such other and further relief as the Court deems proper.

Respectfully submitted:

By   
MICHAEL S. DELANEY, ESQUIRE  
Attorney for Plaintiff  
936 Philadelphia Street  
Indiana PA 15701  
(724) 349-2255  
ID #25537

By   
PATRICK DOUGHERTY, ESQUIRE  
Attorney for Plaintiff  
936 Philadelphia Street  
Indiana PA 15701  
(724) 349-2255  
ID #85832

## **EXHIBIT “A”**

## LAST WILL AND TESTAMENT

I, EFFIE A. BARRETT, a resident of R.R. #1, Box 695, LaJose, Clearfield County, Pennsylvania, being of sound and disposing mind, memory and understanding, and over the age of eighteen (18) years, declare this to be my Last Will and Testament and hereby expressly revoke all prior Wills and Codicils and writings in the nature thereof, heretofore made by me.

### FIRST

#### IDENTITY OF TESTATOR'S FAMILY

I declare that I married Harry W. Barrett, who has since passed away. That during that marriage I parented seven children, namely, SHIRLEY VANBLARGON; LAWRENCE W. BARRETT; JOAN C. KNOUSE; RODNEY BARRETT, who is deceased; SUSAN SAVANNAH; DOUGLAS BARRETT and CHRISTINE JACOBS.

### SECOND

#### PROPERTY BEING DISPOSED

It is my intention by this Will to dispose of all of the property which I may own. However, I hereby elect not to exercise any power of appointment exercisable by a Will which may hereafter be conferred on me; no provision of this Will shall be construed as an exercise in whole or in part of any such power.

### THIRD

#### DISPOSITION OF ESTATE

I direct my hereinafter named Executor or Executrix to pay all my just debts, legally collectible, as soon as conveniently may be done after my death. I further order and direct my hereinafter named Executor or Executrix to pay any debts of my last illness and the funeral expenses.

I devise to Erma Turner two (2) acres of real estate surrounding her present home.

I further devise to Joan C. Knouse one (1) acre of real estate surrounding her present trailer.

I give, bequeath and devise the home in which I presently reside unto my son, Douglas Barrett, should he desire to reside there.

All the rest, residue and remainder of my estate, whether the same may be real, personal or mixed and wheresoever the same may be situate, I do give, bequeath and devise to be divided equally between my children, SHIRLEY VANBLARGON, LAWRENCE W. BARRETT, JOAN C. KNOUSE, SUSAN SAVANNAH, DOUGLAS BARRETT and CHRISTINE JACOBS.

#### FOURTH

#### WILL CONTEST PROVISION

If any beneficiary or remainderman under this Will in any manner, directly or indirectly, contests or attacks this Will or any of its provisions, any share or interest in my estate given to that contesting beneficiary or remainderman under this Will is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary or remainderman had predeceased me without issue.

#### FIFTH

#### GENERAL

(1) If any provision of this Will or of any codicil thereto is held to be inoperative, invalid, or illegal, it is my intention that all of the remaining provisions thereof shall continue to be fully operative and effective so far as is possible and reasonable.

### Headings

(2) The headings above the various provisions of this Will have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Will or in ascertaining my intentions.

### SIXTH

#### Executor

#### Appointment

(1) I appoint my son, DOUGLAS BARRETT as Executor of this Will.

#### Bond

No bond or other security shall be required of any Executor or Executrix appointed in this Will.

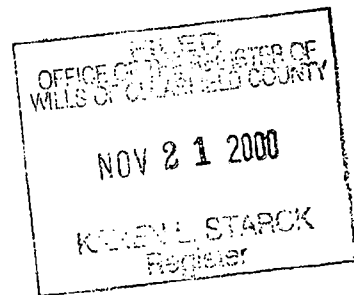
#### Powers

My Executor or Executrix shall have, in addition to and not in limitation of the powers given by law or by other provisions of this Will, the following powers with respect to the settlement of my estate, to be exercised in each case from time to time in the discretion of my Executor or Executrix without further order or license of the Register of Wills or of any Court:

(a) Power to retain any property, pending distribution hereunder, to invest in or purchase any property without restriction to legal investments for fiduciaries, to distribute property in kind, to compromise claims, and to sell any property at public or private sales.

IN WITNESS WHEREOF, I, EFFIE A. BARRETT, hereby set my hand to this  
my Last Will and Testament on this 10<sup>th</sup> day of July, 1998.

Effie A. Barrett  
EFFIE A. BARRETT



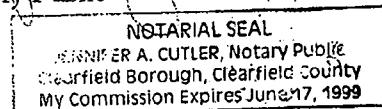
COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

I, EFFIE A. BARRETT, Testatrix, whose name is signed to the attached or foregoing instrument, having been duly qualified according to law, do hereby acknowledge that I signed and executed the instrument as my Last Will; that I signed it willingly; and that I signed it as my free and voluntary act for the purposes therein expressed.

Sworn or affirmed to and acknowledged before me, by EFFIE A. BARRETT, the Testatrix, this 10<sup>th</sup> day of July, 1998.

Effie A. Barrett  
EFFIE A. BARRETT

Jennifer A. Cutler  
Notary Public



COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

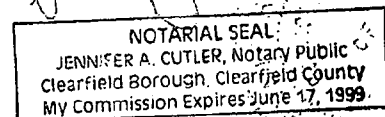
We, the undersigned witnesses whose names are signed to the attached or foregoing instrument, being duly qualified according to law, do depose and say that we were present and saw the Testatrix sign and execute the instrument as her Last Will; that she signed willingly and that she executed it as his free and voluntary act for the purposes therein expressed; that each of us in the hearing and sight of the Testatrix signed the Will as witnesses; and that to the best of our knowledge the Testatrix was at that time 18 or more years of age, of sound mind and under no constraint or undue influence.

Sworn or affirmed to and subscribed to before me, the witnesses, this 10<sup>th</sup> day of July, 1998.

[Signature]  
Witness

Dwight E. McCall  
Witness

Jennifer A. Cutler  
Notary Public



## **EXHIBIT “B”**

27-0492

## OIL AND GAS LEASE

VOLUME 161 PAGE 241

THIS AGREEMENT, made this 4th day of December, 1971, between Vera O. Barrett, A Widow  
Harry W. Barrett and Effie A. Barrett Husband and Wife  
R.F.D. 1, La Jose Pennsylvania 15753

hereinafter called Lessor (whether one or more),  
 and R. Gene Brasel, 58 E. Gay St. Columbus, Ohio 43215, Lessee, does witness:

1. Lessor, in consideration of the sum of One Dollars (\$ 1.00), the receipt of which is hereby confessed, hereby grants, leases and lets unto Lessee, with the exclusive right to explore and operate for and produce oil and gas, lay pipe lines, build tanks, power stations, telephone lines and other structures thereon to produce, save, process, store and transport all of such substance, the following described tract of land situate in Warren County, Lot No. \_\_\_\_\_, in the Township of Ferguson, State of Pennsylvania, bounded substantially as follows:

On the North by lands of Wm. T. Mahaffey On the East by lands of R.L. Johnson, R. P. Lee  
 On the South by lands of Don McKeen On the West by lands of A.C. Barrett & Carl F. Dutra

and containing 220 acres, more or less, and being the same land conveyed to Lessor by deed from Laura V. Barrett & Lewis V. Bar dated Jan. 13, 1951 and recorded in Book 523, page 10, in the Recorder's office in said county, together with all additional land owned or claimed by Lessor which adjoins the land above described, whether situated in the same or other township.

2. This lease shall remain in force for a primary term of Ten (10) years and as long thereafter as oil or gas, or either of them is produced.

3. The royalties to be paid by Lessee are: (a) on all, one-eighth (1/8) of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipe line to which the wells may be connected; (b) on gas of whatever nature or kind produced and sold or used off the premises, the market value at the mouth of the well of one-eighth (1/8) of the gas so sold or used. Notwithstanding anything herein to the contrary, this lease shall continue in full force for as long as there is a well or wells on leased premises capable of producing oil or gas, but in the event all such wells are shut in, then on or before the end of each year during which the well or wells are shut in, Lessee shall pay Lessor a royalty of One Dollar (\$1.00) per year per acre. The royalties herein provided shall not be payable on any gas stored or withdrawn pursuant to Paragraph 13 hereof.

4. If operations for the drilling of a well are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties unless Lessee shall, on or before one year from this date, pay or tender to Lessor at Above address, State of Pennsylvania, or pay or tender for the Lessor's credit in the Curwensville State Bank, Curwensville Bank at Pennsylvania 16833, or its successors, which shall continue

as the depository regardless of changes in the ownership of said land, the sum of Two Hundred Twenty Dollars No/100 Dollars (\$ 220.00) which shall operate as a rental and cover the privilege of deferring the commencement of a well for a period of one year. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like annual periods successively. All payments or tenders may be made by check or draft of Lessee mailed or delivered on or before the rental paying date.

5. Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the first rental period for which rental has been paid, this lease shall terminate as to both parties unless Lessee on or before the expiration of said twelve months shall resume the payment of rentals, in the same amount and in the same manner as hereinbefore provided, it being agreed that upon the resumption of payment of rentals as above provided, that the terms hereof governing payment of rentals and the effect thereof, shall continue in force as though there has been no interruption in the rental payments. If the Lessee shall commence to drill a well within the term of this lease, Lessee shall have the right to drill such well in connection with the primary term hereof.

6. If Lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals hereof provided for shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.

7. Lessee shall have the right to use free of cost, gas, oil and water found on said land for his operations thereon, except water from the wells of the Lessor. When required by Lessee, Lessee shall bury pipe lines below normal plow depth in cultivated areas and shall pay for damage caused by his operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

8. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change or division in ownership however accomplished shall operate to enlarge the obligations or diminish the rights of Lessee. No change of ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with the written transfer or assignment or a certified copy thereof. In the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of its proportionate part of the delay rental, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which said Lessee or any assignee hereof shall make due payment of said rental.

9. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in 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.

10. All express or implied covenants of this lease shall be subject to all Federal and State laws, Executive Orders, rules or regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such law, order, rule or regulation.

11. Lessee is hereby granted the right at any time and from time to time to utilize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without diluents. However, no unit for the production primarily of oil shall embrace more than 40 acres, or for the production primarily of gas with or without diluents more than 800 acres; provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or otherwise a producing allowable based on acreage per well, then any such unit may embrace a more additional acreage as may be prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any rentals or shut-in gas royalties, only that part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated in paragraph 3 as the amount of its acreage placed in the unit, or its royalty interest therein on an acreage basis, bears to the total acreage in the unit.

12. Lessee shall have the exclusive right to employ any depleted oil or gas stratum underlying leased premises for the storage of gas and may for this purpose utilize any and all abandoned wells, or may drill new wells for the purpose of introducing and storing gas in such stratum and securing the same therefrom. It is understood that any such well or wells need not be located on the leased premises and it is agreed that Lessee shall be the sole judge as to whether gas is being stored within the leased premises and its determination shall be final and conclusive. In consideration of the storage rights hereby granted, and in lieu of all delay rental or royalty herein provided, Lessee agrees to pay Lessor an annual rental of One Dollar (\$1.00) per acre in advance commencing with the date Lessee notifies Lessor that it elects to use any depleted stratum for storage purposes, and for as long thereafter as any such stratum is so utilized or such annual rental is paid, which payments shall operate to perpetuate this lease for the period aforesaid, the same as though oil or gas were being produced.

13. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to Lessor, or by placing a release thereof of record in the proper county. After a partial surrender, the rental specified above shall be proportionately reduced on an acreage basis.

14. This lease and all its terms, conditions and stipulations shall extend to and be binding on all heirs, successors and assigns of said Lessor or Lessee.

15. Lessor hereby expressly relinquishes, coveys and releases 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.

IN WITNESS WHEREOF, we sign the day and year first above written.

Signed and acknowledged in the presence of:

R.O. Bruce

John Bloom

Vera O. Barrett

Vera O. Barrett S.S. None

Harry W. Barrett

Harry W. Barrett S.S. 173-05-2359

Effie A. Barrett

Effie A. Barrett S.S. None

263365-71

STATE OF Pennsylvania  
COUNTY OF Clearfield

ss. INDIVIDUAL ACKNOWLEDGMENT, (Applicable where lands are in Pennsylvania, West Virginia, and Ohio).

The undersigned, a Notary Public of and for said County and State, does hereby certify that on this 4th day of October, 1971, personally appeared before me in said County and State Mr. O. Barrett A Widow, And Harry W. Barrett & Effie A? Barrett, Husband and Wife

known to me (or satisfactorily proven to me) to be the person S whose name S is/are subscribed to the within and foregoing instrument bearing date the 4th day of December, 1971, and acknowledged said instrument and the execution thereof to be their free and voluntary act and deed for the uses and purposes therein mentioned and set forth, and desired the same to be recorded as such.

WITNESS the hand and official seal of the undersigned this the day and year first, in this certificate, above written.

My commission expires \_\_\_\_\_

My Commission Expires Jan. 21, 1974 Notary Public  
J. Rex Bloom

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ss. INDIVIDUAL ACKNOWLEDGMENT, (Applicable where lands are in Pennsylvania, West Virginia, and Ohio).

The undersigned, a Notary Public of and for said County and State, does hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me in said County and State \_\_\_\_\_

known to me (or satisfactorily proven to me) to be the person \_\_\_\_\_ whose name \_\_\_\_\_ is/are subscribed to the within and foregoing instrument bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and acknowledged said instrument and the execution thereof to be \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned and set forth, and desired the same to be recorded as such.

WITNESS the hand and official seal of the undersigned this the day and year first, in this certificate, above written.

My commission expires \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ss. INDIVIDUAL ACKNOWLEDGMENT, (Applicable where lands are in Pennsylvania, West Virginia, and Ohio).

The undersigned, a Notary Public of and for said County and State, does hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me in said County and State \_\_\_\_\_

known to me (or satisfactorily proven to me) to be the person \_\_\_\_\_ whose name \_\_\_\_\_ is/are subscribed to the within and foregoing instrument bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and acknowledged said instrument and the execution thereof to be \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned and set forth, and desired the same to be recorded as such.

WITNESS the hand and official seal of the undersigned this the day and year first, in this certificate, above written.

My commission expires \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ss. CORPORATION ACKNOWLEDGMENT, (Applicable where lands are in Pennsylvania, West Virginia, and Ohio).

The undersigned, a Notary Public of and for said County and State, does hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ who is the \_\_\_\_\_ President of \_\_\_\_\_, the corporation

named in the within and foregoing instrument bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and acknowledged that he is such officer of said corporation; that the name of said corporation was subscribed to said instrument by himself as such officer on behalf of said corporation; that the seal affixed thereto is the seal of said corporation; that the name of said corporation was so subscribed and the seal affixed to said instrument by the direction and authority of said corporation; and that the said instrument of writing was executed by said corporation and by himself as the aforesaid officer of said corporation as its and his voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and official seal this the day and date first, in this certificate, above written.

My commission expires \_\_\_\_\_

Notary Public

# Oil and Gas Lease

FROM	TO
CLEARFIELD CO. SS	
ENTERED OF RECORD	
1-14-72	
Time	9:03
By	<u>Deputy</u>
Dated	19____
Section	Township
Lot	Block
No. of Acres	Term
State of <u>Pennsylvania</u>	County of <u>Clearfield</u>
This instrument was filed for record on the <u>14th</u> day of <u>January</u> , 19 <u>72</u>	
in book <u>9103</u> at <u>10:03</u> A.M., and duly recorded	
in book <u>161</u> page <u>241</u> of the records of this office.	

Files 86.0  
Carl A. Burns, Rec. Sec.

Carl A. Burns  
County Clerk - Registrar of Deeds  
My Commission Expires  
First Monday in January 1976

Deputy

WHEN RECORDED, RETURN TO:  
LAND DEPARTMENT  
BOX 2420  
TULSA, OKLA 74102

## **EXHIBIT “C”**

Consumer Doug Barrett  
 Well Name Barrett, V. O. #1  
 Well Number SKMOLB006

Meter #1	2001	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Last Meter Reading:		7732	7889	8029	8175	8236							
Current Meter Reading:		7889	8029	8175	8236	8271							
Line Pressure:		5	5	5	5	5							
MCF:		21	18	19	8	5	0	0	0	0	0	0	0
2001 Total:		21	39	58	66	71	71	71	71	71	71	71	71
Allotment:		0	0	0	0	0	0	0	0	0	0	0	0
Allotment Bal:		0	0	0	0	0	0	0	0	0	0	0	0
Inviced:		21	18	19	8	5	0	0	0	0	0	0	0
YTD Inviced		21	39	58	66	71	71	71	71	71	71	71	71

MCF CALCULATION

$$\left[ \frac{\text{Line Pressure} + \text{Atmosphere Pressure}}{\text{Contract Base Pressure}} \right] * \left[ \frac{\text{Current Meter Read} - \text{Previous Meter Read}}{10 ***} \right]$$

Atmosphere Pressure: 14.4  
 Contract Pressure: 14.73

\*\*\* Divide Reading by Ten to Convert from CCF to MCF

# Payment History

BARRETT, DOUGLAS

Type	Date	Num	Account	Amount	Balance
Invoice	04/09/2001	PGC-0401-4	115 · A/R-Consumers	528.45	528.45
Invoice	04/19/2001	PGC-0401-13	115 · A/R-Consumers	191.71	720.16
Invoice	05/22/2001	PGC-0501-13	115 · A/R-Consumers	83.44	803.60
Invoice	06/12/2001	PGC-0601-18	115 · A/R-Consumers	49.53	853.13
Invoice	07/02/2001	PGC-0701-01	115 · A/R-Consumers	2,123.32	2,976.45
Invoice	07/17/2001	PGC-0701-18	115 · A/R-Consumers	26.07	3,002.52
Payment	07/18/2001	119800	115 · A/R-Consumers	-97.23	2,905.29
Payment	07/20/2001	99608	115 · A/R-Consumers	-10.00	2,895.29
Payment	08/09/2001	86858409060	115 · A/R-Consumers	-10.00	2,885.29
Invoice	08/10/2001	PGC-0801-18	115 · A/R-Consumers	16.22	2,901.51

Total BARRETT, DOUGLAS

2,901.51

2,901.51

VERIFICATION

I, PHILLIP KHOURY, on behalf of POWER GAS MARKETING & TRANSMISSION, INC., do hereby state that POWER GAS MARKETING & TRANSMISSION, INC., is the Plaintiff in the above foregoing action and that the statements of fact made in the foregoing COMPLAINT are true and correct to the best of my knowledge, information and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A., §4904, relating to unsworn falsification to authorities.

POWER GAS MARKETING &  
TRANSMISSION, INC.

BY

  
PHILLIP KHOURY

Date: 9-24-2001

**FILED**

OCT 03 2001

3:07 City Delaney

William A. Shaw

Prothonotary

pd \$80.00

acc atty Delaney

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 11601

POWER GAS MARKETING & TRANSMISSION INC.

01-1647-CD

VS.

BARRETT, DOUGLAS, inc & as Executor of the Estate

COMPLAINT

**SHERIFF RETURNS**

NOW OCTOBER 8, 2001 AT 10:20 AM DST SERVED THE WITHIN COMPLAINT ON DOUGLAS BARRETT, IND., DEFENDANT AT THE SHERIFF'S OFFICE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DOUGLAS BARRETT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: SHULTZ

NOW OCTOBER 8, 2001 AT 10:20 AM DST SERVED THE WITHIN COMPLAINT ON DOUGLAS BARRETT, EXECUTOR OF THE ESTATE OF EFFIE A. BARRETT, DEFENDANT AT THE SHERIFF'S OFFICE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DOUGLAS BARRETT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: SHULTZ

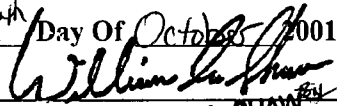
**Return Costs**

Cost	Description
42.89	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.


**FILED**  
01338  
OCT 18 2001

William A. Shaw  
Prothonotary

Sworn to Before Me This

18<sup>th</sup> Day Of October 2001  
  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co. Clearfield, PA.

So Answers,

  
Chester A. Hawkins  
Sheriff

POWER GAS MARKETING &  
TRANSMISSION, INC.,

Plaintiff,

vs.

DOUGLAS BARRETT, individually  
and as Executor of the Estate of  
EFFIE A. BARRETT,

Defendant.

IN THE COURT OF COMMON PLEAS

CLEARFIELD CO., PENNSYLVANIA

CIVIL ACTION - LAW

NO. 01-1647 CD

**PRAECIPE TO PROTHONOTARY**  
**FOR DEFAULT JUDGMENT**

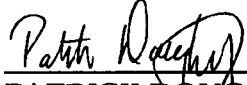
TO: William A. Shaw, Prothonotary  
Court of Common Pleas

Enter judgment in favor of the Plaintiff and against the Defendant above-named  
for want of an answer, and assess the Plaintiff's damages as follows:

Amount claimed in Plaintiff's Complaint: \$2,901.51, plus Court costs of \$175.00  
for a total judgment amount of \$3,076.51.

It is certified that a written notice of intention to file this Praecipe was mailed  
to the Defendant against whom judgement is to be entered and to his Attorney of  
record, if any, after the default occurred and at least ten (10) days prior to the date of  
the filing of this Praecipe.

Date:

  
PATRICK DOUGHERTY, ESQUIRE  
936 Philadelphia Street  
Indiana, PA 15701  
724-349-2255  
PA ID#85832

**FILED**

Judgment entered and damages assessed as above.

NOV 29 2001 *atty rd Soc*  
11/11:18 a.m.  
William A. Shaw *WAS*  
Prothonotary  
*notice to def*  
*stnt to plaintiff*

  
Prothonotary



POWER GAS MARKETING &  
TRANSMISSION, INC.,

Plaintiff,

vs.

DOUGLAS BARRETT, individually  
and as Executor of the Estate of  
EFFIE A. BARRETT,

Defendant.

IN THE COURT OF COMMON PLEAS

CLEARFIELD CO., PENNSYLVANIA

CIVIL ACTION - LAW

NO. 01-1647 CD

NOTICE OF PRAECIPE TO ENTER  
JUDGMENT BY DEFAULT

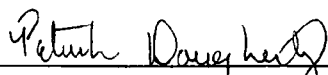
TO: DOUGLAS BARRETT, individually and as Executor  
of the ESTATE of EFFIE A. BARRETT  
PO Box 695  
LaJose, PA 15753.

Date of Notice: October 30, 2001

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Court Administrator's Office  
230 E. Market Street, Suite 228  
Clearfield, PA 16830  
Telephone: 814-765-2641

  
PATRICK DOUGHERTY, ESQUIRE  
936 Philadelphia Street  
Indiana, PA 15701  
724-349-2255  
PA ID#85832

POWER GAS MARKETING &  
TRANSMISSION, INC.,

Plaintiff,

vs.

DOUGLAS BARRETT, individually  
and as Executor of the Estate of  
EFFIE A. BARRETT,

Defendant.

IN THE COURT OF COMMON PLEAS

CLEARFIELD CO., PENNSYLVANIA

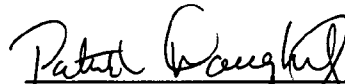
CIVIL ACTION - LAW

NO. 01-1647 CD

### CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the within  
FRAECIPE TO PROTHONOTARY FOR DEFAULT JUDGMENT was served on the  
following through the United States Mail, first class, postage prepaid, this 28<sup>th</sup> day  
of November, 2001:

R. DENNING GEARHART, ESQUIRE  
215 East Locust Street  
Clearfield, PA 16830



PATRICK DOUGHERTY, ESQUIRE  
Attorney for Plaintiff


IN THE COURT OF COMMON PLEAS OF  
Clearfield County, Pennsylvania  
Prothonotary's Office  
Civil Action - Judgment  
NOTICE OF ENTRY OF JUDGMENT

DOUGLAS BARRETT, individually  
and as Executor of the Estate of  
EFFIE A. BARRETT  
PO Box 695  
LaJose, PA 15753

No. 01-1647 CD

You are hereby notified that a judgment has been entered against you on  
November 29<sup>th</sup>, 2001, in the Court of Common Pleas of Clearfield County  
Prothonotary's Office at the above number and term.

Please note this is not a law suit or a bill. It is simply a notification of the  
recording.

  
\_\_\_\_\_  
Prothonotary

Power Gas Marketing & Transmission, Inc.,  
Plaintiff,

vs.

Douglas Barrett, individually and as  
Executor of the Estate of EFFIE A. BARRETT,  
Defendant.

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Power Gas Marketing & Transmission, Inc.  
Plaintiff(s)

No.: 2001-01647-CD

Real Debt: \$3,076.51

Atty's Comm:

Vs.

Costs: \$

Int. From:

Douglas Barrett  
Effie A. Barrett  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 29, 2001

Expires: November 29, 2006

Certified from the record this 29th day of November, 2001



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment, Debt,  
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney