



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ARDENT RESOURCES, INC.,  
Plaintiff,

v.

GEORGE LUCAS,  
Defendant.

No. 06 - 1472 - CD

Type of Pleading:

**COMPLANT**

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

207 E. Market Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

Dated: September 11, 2006

**FILED** (E)  
SEP 11 2006  
0/12/01/1m  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 SENT TO ATT

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ARDENT RESOURCES, INC.  
a corporation,  
Plaintiff

vs.

George Lucas, an  
individual,  
Defendant

No. 2006 - - CD

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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
Market and Second Streets  
Clearfield, PA 16830

(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ARDENT RESOURCES, INC.  
a corporation,  
Plaintiff

vs.

George Lucas, an  
individual,  
Defendant

No. 2006 - - CD

COMPLAINT

NOW COME the Plaintiff, Ardent Resources, Incorporated, and by its attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiff is Ardent Resources, Inc., a New York corporation, having its principal place of business at 61 McMurray Road, Suite 204, Pittsburgh, Pennsylvania 15241.

2. That the Defendant is George Lucas, an adult individual, who resides at Frailey Road, Irvona, Pennsylvania, 16656.

3. That Defendant is an owner of property situate in Chest Township, Clearfield County, Pennsylvania, which Defendant acquired by deed dated November 27, 1985, said deed is recorded in Clearfield County Deeds and Records Books to Volume 1052, Page 545. A true and correct copy of Defendant's deed is attached hereto as Exhibit "A."

4. That contained in the deed is language which specifically excepts and reserves certain property rights to the grantors or their predecessors in title. Namely that Defendant's deed contains the following:

Also excepting and reserving from the above described premises all of the oil and gas including oil and gas bearing stratas in, under and upon the said premises together with the right of ingres, egress and regress for the purpose of prospecting, drilling and removing the oil and gas underlying the said premises.

5. That the owners of the gas and oil estate, as reserved and excepted, and as appears from abstract of title are Irvin Gallaher, Caroline Gallaher Fulton, John T. Gallaher and Vivian Gallaher, with Irvin Gallaher the executor of this collective group, the Clair Gallaher Estate. Abstract of Title Opinion, Page 7, Paragraph number 9. A true and correct copy of Abstract of Title Opinion is attached hereto as Exhibit "B."

6. That Plaintiff has leased from Irvin Gallaher, the executor of the Clair Gallaher Estate, including but not limited to, the exclusive rights of drilling, testing, producing, storing, removing and transporting oil and/or gas from any underlying strata of the gas and oil estate as particularly described in Paragraphs 4 and 5 above which are incorporated herein by reference. A true and correct copy of Oil and Gas Lease with appropriate extensions and ratifications from all

interested owners is attached hereto collectively as Exhibit "C."

7. That Plaintiff has complied with all laws and regulations as required for the exploration and removal of oil and gas underlying Defendant's surface as evidenced by the permit issued from the Pennsylvania Department of Environmental Protection. A true and correct copy of Permit is attached hereto as Exhibit "D."

8. That although repeated demands have been made Defendant refuses to permit entry upon the land as described in Paragraph 3 above which is incorporated herein by reference. A true and correct copy of letter from Defendant dated August 15, 2006 is attached hereto as Exhibit "E."

9. That Plaintiff has no adequate remedy at law.

WHEREFORE, the Plaintiff, Ardent Resources, Inc., prays for relief from Defendant's actions and the entry of an order preliminarily, and after final hearing, permanently:

a. Directing the Defendant to permit entry upon Defendant's property for Plaintiff's purpose of exploring, drilling, removing of oil and gas, and all other appropriate actions as granted under Plaintiff's lease;

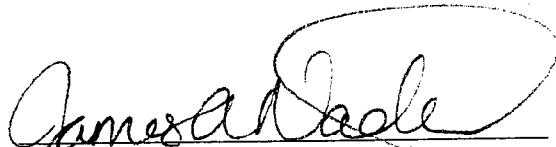
b. Enjoining the Defendant from preventing Plaintiff's entry upon Defendant's property for Plaintiff's purpose of exploring, drilling, removing of oil and gas,

and all other appropriate actions as granted under Plaintiff's lease;

c. Enjoining Defendant from doing any acts which violate the rights of Plaintiff as lessee of the oil and gas estate underlying Defendant's property;

d. Awarding damages as the Court deems just and proper;

e. Granting any other relief as the Court deems just and proper.

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

**VERIFICATION**

I, Christopher M. Robinson, Vice President of Ardent Resources, Inc. verify that the statements made in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

ARDENT RESOURCES, INC.

By: 

Christopher M. Robinson  
Vice President, Ardent Resources

Dated: 8-31-06



**EXHIBIT A**

1052/545

RAB/sai

FORM JALY No. 66—Blanket Used—Warranty Act 1969 (With Coal Mines)  
© Copyright 1974 P. D. Maly Company

For Sale by P. D. Maly Co., Law Black Publishers  
431 Fourth Avenue, Philadelphia, Pa. 19119

VOL 1052 PAGE 545

# Deed

Date the

27th

day of

November

19 85

Between FREDERICK P. SCHMIDT and JOYCE SCHMIDT, husband and wife, of  
7811 Montgomery Avenue, Elkins Park, PA 19117,

(hereinafter called "Grantor")

And GEORGE N. LUCAS, Single, of 355 Solon Road, Apartment 305, Chagrin  
Falls, Ohio 44022

(hereinafter called "Grantee")

Witnesseth, That in consideration of Fifty Seven Thousand Five Hundred-----

-----\$57,500.00)----- Dollars,

in hand paid, the receipt whereof is hereby acknowledged, Grantor *B* do hereby grant and convey to

Grantee

All that certain piece, parcel or tract of land situate in Chest Township,  
Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a hemlock corner of line of Michael Gibson tract; thence south  $38^{\circ}$  east, one hundred sixty (160) perches to a post corner of Gibson and Fagin; thence south  $52^{\circ}$  west, ninety five (95) perches to a post and stones on line of James Davison; thence by land of J.M. McCord north  $38^{\circ}$  west, one hundred seventy (170) perches to a stone corner; thence north  $52^{\circ}$  east, ninety five (95) perches to the place of beginning. Containing one hundred (100) acres, more or less.

BEING, the same premises which Clair Gallagher, and Fairy Gallagher, his wife, granted and conveyed to Frederick P. Schmidt, and Joyce Schmidt, his wife, by Deed dated the 30th day of August 1974, and being recorded in Clearfield County, Pennsylvania in Deed Book 689 at Page 071.

EXCEPTING AND RESERVING from the above described premises all the coal and other minerals including mining rights as more fully set forth in the Deed of Patrick Gilligan to A. B. Jordan and appearing of Record in the Office of the Recorder of Deeds of Clearfield County in Deed Book 172 at Page 368.

EXCEPTING AND RESERVING from the above described premises two acres along the eastern line of said property.

ALSO EXCEPTING AND RESERVING from the above described premises all of the oil and gas including oil and gas

AUG 1985

Exhibit "A"

bearing stratas in, under and upon the said premises together with the right of ingress, egress and regress for the purpose of prospecting, drilling and removing the oil and gas underlying the said premises.

FURTHER EXCEPTING AND RESERVING a portion of the premises described as follows:

BEGINNING, at an iron pipe on the North West Right-of-Way of T-417; thence by land now or formerly of Claire Gallagher North  $37^{\circ} 58'$  West 155.53 feet to line now or formerly of William Jordan; thence by same South  $55^{\circ} 17' 55''$  West 1227.84 feet to an iron pipe in forked tree; thence by George Gallagher South  $35^{\circ} 36'$  East 226.00' to an iron pipe on North West Right-of-Way T-417; thence by said Right-of-Way North  $15^{\circ} 12' 23''$  East 131.84 feet to an iron pipe; thence still by said Right-of-Way North  $54^{\circ} 28' 41''$  East 822.76 feet to an iron pipe; thence still by said Right-of-Way North  $60^{\circ} 05' 53''$  East 310.70 feet to place of beginning.

Containing 3.9825 Acres as shown on the plot attached hereto.

Grantor & covenant that they will warrant\* SPECIALLY the property hereby conveyed.

NOTICE—THIS DOCUMENT MAY NOT (DOES NOT) SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE (HAVE) THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1907, P. L. 584, as amended.)

In Witness Whereof, said Grantors have hereunto set their hands and seals the day and year first above written.

Sealed and Delivered in the Presence of

*Frederick P. Schmidt*  
FREDERICK P. SCHMIDT

*Joyce Schmidt*  
JOYCE SCHMIDT

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS:

*Dick J. Nelson*

*George N. Lucas*  
GEORGE N. LUCAS

Commonwealth of Pennsylvania  
County of CLEARFIELD

} ss.

On this the 27th day of November, A.D. 1985,  
before me

the undersigned officer, personally appeared  
FREDERICK P. SCHMIDT and JOYCE SCHMIDT, husband and wife known to me  
(or satisfactorily proven) to be the persons whose names are subscribed to the within instrument  
and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

*Sandra A. Quinn*

SANDRA A. QUINN, NOTARY PUBLIC  
PENNY TOWNSHIP, CLEARFIELD COUNTY,  
MY COMMISSION EXPIRES JUNE 3, 1989

My commission expires

NOTE—Insertion of word "Generally" effects a General Warranty Deed.  
Insertion of word "Specially" effects a Special Warranty Deed.  
Act of Assembly, Pennsylvania, April 1, 1909, Section 1 and 2.



## Certificate of Residence.

The undersigned hereby certifies that precise residence and complete post office address of the within

Grantee is: 355 Solon Road, Apartment 305, Chagrin Falls, Ohio 44022

*R. Henry Gouda*

HARMONY SCHOOL DISTRICT  
1% REALTY TRANSFER TAX

AMOUNT \$ 575.00

PAID 11-27-85 MICHAEL R. LYTLE

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
REALTY  
TRANSFER  
TAX  
NOV 27 1985  
575.00  
PD-11152

Number

*RECEIVED*

Page

From

FREDERICK P. SCHMIDT and  
JOYCE SCHMIDT, husband and  
wife

To  
GEORGE N. LOCAS, Single

Fees, \$

For Sale by F. O. Mite Co., Inc. Blank Publication  
414 Fourth Avenue, Pittsburgh, Pa. 15219

Commonwealth of Pennsylvania

County of *Clearfield*

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:27 PM 11-27-85  
BY *R. H. Gouda*  
FEES 575.00  
Michael R. Lytle, Recorder

Recorded on this

27 day of

Nov.

A. D. 1985, in the Recorder's Office of the said County, in Deed Book,

Vol. 1052, page 545

Given under my hand and seal of the said office.

My Commission Expires

First Monday in January, 1988

*Michael R. Lytle*

Recorder.

Entered of Record *Nov 27 1985 2:27 PM* Michael R. Lytle, Recorder

*State Tax 575.00  
Harmony and Tax 575.00*

Recorded



**EXHIBIT B**

COPY

CHRISTOPHER B. WALLACE

ATTORNEY AND COUNSELOR AT LAW  
1602 SUNSET AVENUE  
UTICA, NEW YORK 13502

(315) 735-4599  
FAX (315) 735-4562

Admitted in New York, Colorado,  
Pennsylvania, Texas and West Virginia

November 22, 2005

Mr. Christopher M. Robinson  
Vice President  
Ardent Resources, Inc.  
61 McMurray Road Suite 204  
Pittsburgh, Pennsylvania 15241

Re: File No. 05-38-A-PA  
Preliminary Drilling Title Opinion re 93.125 acres, more or less  
Tax Map #109-G16-25  
Gallaher #12 Well  
Lease No. RICKE-05816-00 (100.34 acres)  
Lands of George N. Lucas (surface)  
Chest Township, Clearfield County, Pennsylvania

Dear Mr. Robinson:

**RECORDS AND DOCUMENTS EXAMINED: EXTENT OF EXAMINATION**

Pursuant to your recent request, this office has made a careful examination of the general indices of Clearfield County, Pennsylvania insofar as the indexed records in the offices of the Clearfield County Prothonotary, Sheriff, Treasurer (including the Tax Claim Bureau), and Register of Wills (including Register of Deeds and Orphans' Court records) at Clearfield, Pennsylvania for the period of October 18, 1851 to October 25, 2005 at 8:00 A.M. in connection with 93.125 acres, more or less, of oil and gas situate in Chest Township. This search, certain portions of which were conducted under our direct supervision by a non-lawyer title abstractor(s) for which we expressly affirm accuracy and responsibility, was confined to any and all deeds, mortgages, judgments, ejectments, lis pendens, UCC filings, tax deeds and liens, mechanics liens, leases, and easements given by or taken against the name of record holders of title in connection with the subject premises during the above-stated time frame as may be determined from the public records. Unless otherwise noted, all recording data set forth herein refers to the records of the Clearfield County Register of Deeds.



## DESCRIPTIONS

### 1. Lease Description:

The subject premises is included with other lands purportedly aggregating 100.34 acres as described in an unrecorded December 17, 2004, effective February 1, 2005, oil and gas lease by and between Clair Gallaher Estate, Irvin Gallaher Executor, as lessor, and Ardent Resources, Inc., as lessee, a Memorandum of Oil and Gas Lease for which is of record as instrument #200501581. This CURRENT OIL AND GAS LEASE is for a primary term of 1 year; creates a  $\frac{1}{8}$ th of  $\frac{8}{8}$ ths royalty on oil and gas; describes annual delay rentals and shut-in royalty obligations in the amount of \$1,212.00; contains pooling and unitization rights; extends cash payment in lieu of free gas up to 200 Mcf/year; allows for conversion to gas storage rights at \$2/acre/year rental; and provides compensation for damages. A copy of the LEASE and the Memorandum are attached hereto as Exhibits "A" and "B." A Ratification and Rental Division Order dated March 28, 2005 and recorded as instrument #200506058 was executed by Clair Gallaher Estate, Irvin Gallaher, executor. A copy of this document is attached hereto as Exhibit "C." By instrument dated March 4, 2005, and recorded as instrument #200505061, Caroline Gallaher Fulton and Jesse Fulton ratified the LEASE. A copy of this document is attached hereto as Exhibit "D." By instrument dated March 18, 2005, of record as instrument # 200505060, the LEASE was ratified by John T. Gallaher and Brenda Gallaher. A copy of this document is attached hereto as Exhibit "E." By instrument dated February 17, 2005, of record as instrument #200505059, Vivian Gallaher, widow of James C. Gallaher, ratified the LEASE. A copy of this document is attached hereto as Exhibit "F." By instrument dated February 16, 2005, of record as instrument # 200505062, the LEASE was ratified by Irvin Gallaher and Ginger Gallaher. A copy of this document is attached hereto as Exhibit "G."

### 2. Property Description:

The Clearfield County records contain no definitive description of the subject premises. Rather, it is the oil and gas underlying those lands described by courses and calls as a parcel of 100.00 acres, excepting and reserving 3.9825 acres, in a November 27, 1985 deed recorded in Deed Book 1052, Page 545 from Frederick P. Schmidt and Joyce Schmidt, husband and wife, to George N. Lucas, single; less 2.00 acres, more or less, along the eastern line of the premises, as reserved in an August 30, 1974 deed recorded in Deed Book 689, Page 71, from Clair Gallaher and Fairy Gallaher, his wife, to Frederick P. Schmidt and Joyce Schmidt, husband and wife, and less 0.95522 acres, more or less, located south of Township Road T-417 as conveyed in a September 21, 1995 deed recorded in Deed Book 1706, Page 63, from Irvin C. Gallaher and Ginger M. Gallaher, husband and wife, to Kevin John Michaels and Valerie A. Miller, both single. Copies of these three deeds are attached hereto as Exhibits "H", "I" and "J."

### 3. Well Description:

Ardent Resources, Inc. has indicated to us that the surface and bottomhole locations for its proposed Gallaher #12 Well are located on and under the subject premises as depicted on the crude plat attached hereto as Exhibit "K."

### CURRENT OWNERSHIP

#### SURFACE:

George N. Lucas  
PO Box 291  
Irvona, Pennsylvania 16656

Entire Interest

#### OIL AND GAS:

##### (Net Revenue Interests)

Irvin Gallaher  
Box 35  
Irvona, Pennsylvania 16656

$1/4\text{th} \times 1/8\text{th} \times 8/8\text{ths} = 3.125\% \text{ R.I.}^*$

Caroline Gallaher Fulton  
609 Lang Avenue  
Patton, Pennsylvania 16658

$1/4\text{th} \times 1/8\text{th} \times 8/8\text{ths} = 3.125\% \text{ R.I.}^*$

John Gallaher  
3849 N. Progress Avenue  
Harrisburg, Pennsylvania 17710

$1/4\text{th} \times 1/8\text{th} \times 8/8\text{ths} = 3.125\% \text{ R.I.}^*$

Vivian Gallaher  
500 Sycamore Street Apt. A-13  
Punxsutawney, Pennsylvania 15767

$1/4\text{th} \times 1/8\text{th} \times 8/8\text{ths} = 3.125\% \text{ R.I.}^*$

Ardent Resources, Inc.

$7/8\text{ths} \times 8/8\text{ths} = 87.5\% \text{ N.R.I.}^*$

##### (Development/Expense Interests)

Ardent Resources, Inc.

100%\*

\* See COMMENTS, OBJECTIONS, AND REQUIREMENTS 2., 9., 10., and 11. below.

### SEVERANCE DEEDS

Title to the oil and gas estate was severed from the surface estate of the subject premises by virtue of the reservation contained in an August 30, 1974 deed recorded in Deed Book 689, Page 71 from Clair Gallaher and Fairy Gallaher, his wife, to Frederick P. Schmidt and Joyce Schmidt, husband and wife. A copy of this deed is attached hereto as Exhibit "I" as noted in Property Description above.

### TAXES

Taxes for 2005 are assessed in the Chest Township in the following fashion:

Lucas, George N.	Gallaher, Clair & Fairy
93.125 acres	100 acres Gas and Oil
Tax Map #109-G16-000-00025	Tax Map #109-G16-000-00016 MN
Assessed Land - \$3,027.00	Assessed Land - \$225.00
Assessed Improvements - \$1,650.00	Assessed Improvements - \$0.00
Total Assessment - \$4,677.00	Total Assessment - \$225.00

Local tax obligations have been satisfied through the last date of this search. A copy of the local tax map purportedly depicting Tax Parcel #109-G16-000-00025 is attached hereto as Exhibit "L."

### PERMITS AND LOCAL ORDINANCES

Generally, regulation of oil and gas wells in Pennsylvania comes within the jurisdiction of the Department of Environmental Protection's Bureau of Oil and Gas Management ("DEP"). By statute, it is unlawful to commence operations for an oil and gas well, including road work or site preparation, without first obtaining a permit (which will necessitate proof of bonding) therefore from the DEP. Should you need to make a new entry from a public road, it may become necessary for you to obtain a permit from the Pennsylvania Department of Transportation and/or the Clearfield County or Chest Township Highway Departments. Further, it may also be necessary for you to obtain a permit from the DEP or the federal Environmental Protection Agency for any type of water impoundment or discharge.

### OUTCONVEYANCES

NONE

### ADVERSE ITEMS

The public records examined herefore reveal no easements (or related instruments) appearing to affect the surface of the subject premises, or some portion thereof.

The public records examined herefore reveal the following unreleased oil and gas leases (or related instruments) appearing to burden the subject premises:

1. Irvin Gallaher et al. to Turm-Oil, Inc. dated February 1, 2004, of record as instrument #200407141, being an oil and gas lease covering 100 acres for a primary term of 1 year. A copy of this lease is attached hereto as Exhibit "M."
2. Irvin Gallaher et al. to Castle Gas Company, Inc. dated July 20, 1997, of record in Deed Book 1863, Page 134, being an oil and gas lease covering 100 acres for a primary term of 2 years. A copy of this lease is attached hereto as Exhibit "N." By September 10, 1997 instrument recorded in Deed Book 1873, Page 322, this lease was assigned to Petroleum Development Corporation, excepting a 1/32 overriding interest. A copy of this document is attached hereto as Exhibit "O."
3. Clair J. Gallaher et ux. to Inter-America Energy dated May 2, 1975, of record in Miscellaneous Book 198, Page 3, being an oil and gas lease covering 100 acres for a primary term of 10 years. A copy of this document is attached hereto as Exhibit "P." With an April 9, 1985 Consolidation of Oil and Gas Leases, lands covered by this lease were unitized with other lands to form a drilling or production unit of 516.0 acres. A copy of this document is attached hereto as Exhibit "Q." By September 27, 1993 instrument recorded in Deed Book 1561, Page 295, The Lenape Resources Corporation purported to assign this lease to KCS Lenape Resources Corporation. A copy of this document is attached hereto as Exhibit "R." By January 5, 2005 instrument, effective December 1, 2004, of record as instrument #200501995, Lenape Resources, Inc. purported to assign this lease to Ardent Resources, Inc., reserving a 2% overriding royalty. A copy of this document is attached hereto as Exhibit "S."
4. Clair Gallaher et ux. to New York State Natural Gas Corporation dated April 29, 1954, of record in Miscellaneous Book 93, Page 309, being an oil and gas lease covering 100 acres for a primary term of 10 years. A copy of this document is attached hereto at Exhibit "T."

Except as otherwise noted, the public records examined herefore do not reveal any other enforceable and unsatisfied mortgages, liens, judgments, UCC Financing Statements, pending legal actions, and/or other encumbrances in connection with the subject premises creating a cloud(s) on the oil and gas leasehold title.

### COMMENTS, OBJECTIONS AND REQUIREMENTS

1. Ardent Resources, Inc.'s instructions to this office were to confine title research for these lands to a search of roughly 100 years. In this instance, we determined a need to expand the scope of our search to one of roughly 155 years.

**REQUIREMENT:** None; advisory only.

2. Note that both the plat referenced in Well Description above and the summary of the expired lease cited in ADVERSE ITEMS 3. above suggest that there may exist an existing well(s) on the subject premises, or lands pooled therewith, making the CURRENT OIL AND GAS LEASE in operative as a result of continuous production under a prior agreement(s).

**REQUIREMENT:** You should satisfy yourselves that the CURRENT OIL AND GAS LEASE, as ratified, is the operative agreement governing oil and gas exploration on, and production from, the subject premises.

3. Your attention is directed to the fact that there may exist unrecorded easements and other grants affecting the surface of the subject premises.

**REQUIREMENT:** You should conduct a comprehensive physical inspection of the lands described herein and ensure that your operations are compatible with all existing pipelines, electric transmission facilities, roadways, structures and other improvements on or under the subject premises.

4. ADVERSE ITEMS 1. through 4. above describe four unreleased oil and gas leases which may burden all, or some portion, of the subject premises. (Also see REQUIREMENT 2. above.)

**REQUIREMENT:** You should obtain and record surrenders of these four leases.

5. As stated in PERMITS AND LOCAL ORDINANCES above, your proposed operations will require permitting and bonding prior to the commencement of operations. Furthermore, local governmental authorities may impose certain other compliance obligations upon you.

**REQUIREMENT:** You should ensure adherence to requisite permitting, bonding and reporting requirements prior to and throughout the course of your operations.

6. We began our examination of title to the oil and gas underlying the 93.125 acres, more or less, of surface described herein with an October 18, 1851 deed recorded June 8, 1852 in Deed Book N, Page 136 wherein Josiah W. Smith conveyed 403 acres and 153 perches to John McCord. By deed dated June 6, 1873, of record in Deed Book 4, Page 228, John McCord and Susan McCord, his wife, conveyed 100.00 acres, more or less, from the 403 acres and 153 perches to Martin Gilligan, William Gilligan and James Gilligan. With an Order in Adverse Possession dated September 11, 1907 and recorded as #137 of December Term 1906, James Gilligan acquired the same 100.00 acres, more or less. Patrick Gilligan died, testate, December 5, 1917; under a will recorded in Estate #7864, the surface of his farm situated in Chest Township was devised to his daughter, Annie Curley. Inasmuch as Patrick Gilligan sold coal rights in 1909, we are of the opinion that the testator intended to devise the oil and gas estate with the surface estate.

**REQUIREMENT:** None; advisory only.

7. Annie Curley died, intestate, on December 19, 1934; her husband, T. M. (Mark) Curley died, intestate, on September 14, 1945. Their surviving heirs-at-law together with their spouses, Ruth Crossen and Richard Crossen, her husband, Paul Curley, single, Cecil Curley, single and Roy B. Curley and Catherine Curley, his wife, conveyed the same 100.00 acres described in REQUIREMENT 6. above to Clair Gallaher and Fairy Gallaher, his wife, by a February 18, 1946 deed recorded December 3, 1946 in Deed Book 380, Page 179. As evidenced by an August 30, 1974 deed recorded in Deed Book 689, Page 671, Clair Gallaher and Fairy Gallaher, his wife, sold the same 100.00 acres, except 2.00 acres, more or less, to Frederick P. Schmidt. As noted in SEVERANCE DEEDS above, excepted and reserved in this deed was the underlying oil and gas. (See REQUIREMENT 9. below for the continuance of our discussion of title to this oil and gas estate.)

**REQUIREMENT:** None; advisory only.

8. Within the November 27, 1985 deed cited in Property Description above, the CURRENT SURFACE OWNER acquired title to the surface of the subject premises, being the lands described in REQUIREMENT 7. above, excepting therefrom 3.9825 acres and 0.9552 acre.

**REQUIREMENT:** None; advisory only.

9. When Fairy Gallaher died in January of 1984, title in the oil and gas estate described in REQUIREMENT 7. above vested with her husband, Clair Gallaher, as surviving tenant-by-the-entirety. According to local Register's files, Clair Gallaher died, testate, on January 5, 1993. By his will, recorded in Will Book 76, Page 253, title to the oil and gas estate passed to his four children, James C. Gallaher, Irvin Gallaher, Caroline Gallaher Fulton, and John T. Gallaher. Irvin Gallaher was appointed executor of the estate; the records contain no evidence of final settlement.

James C. Gallaher, vested with an undivided 1/4th interest in the oil and gas estate underlying the subject 93.125 acre premises, died (apparently intestate) on March 6, 1993.

It appears that he was survived exclusively by wife Vivian and his three siblings. The March 28, 2005 Ratification and Rental Division Order cited in Lease Description above suggests an intention on the part of the Clair Gallaher Estate that payments (at least insofar as rentals) arising under the LEASE be prorated as set out in CURRENT OWNERSHIP above, which is contrary to the proration otherwise dictated by Pennsylvania laws of intestate succession.

**REQUIREMENT:** You should confirm our presumptions in connection with the heirship of James C. Gallaher. Additionally, you should obtain and record a ratification and rental/royalty division order executed by Irvin Gallaher (individually and as executor), Caroline Gallaher Fulton, John T. Gallaher, and Vivian Gallaher evidencing their collective agreement of an equal, four-way split of all rents and royalties under the CURRENT OIL AND GAS LEASE.

10. Note that Township Route 417 adjoins the subject premises.

**REQUIREMENT:** You should inquire of the local township, county, state, and federal highway departments to verify that none is claiming any ownership in the oil and gas underlying said roadway. In the event(s) of such claim(s), you should obtain and record an oil and gas lease thereon.

11. Note that CURRENT OWNERSHIP above identifies the royalty and working interests for the subject premises only. These interests would be reduced proportionately in the event of pooling or unitization for a well.

**REQUIREMENT:** None; advisory only.

12. Note that the CURRENT OIL AND GAS LEASE purports to cover 100.34 acres. The opinions, representations, and conclusions expressed in this Preliminary Drilling Title Opinion relate exclusively to the 93.125 acres, more or less, described herein.

**REQUIREMENT:** Should you require our analysis of title to the balance of the lands covered by the LEASE, please so advise.

13. While we make no certification as to the ownership of the coal underlying the subject 93.125 acre premises, it appears that that estate is owned by George N. Lucas who may have leased the same for mining purposes.

**REQUIREMENT:** To the extent that your operations require notification of and cooperation with one or more coal lessees, you should contact the respective representative(s) of these persons and/or entities for such information.

14. We note from the records of the Tax Claim Bureau that the subject premises in preferentially valued for property taxation purposes as "Clean & Green" under the Pennsylvania Farmland and Forest Land Assessment Act of 1974.

**REQUIREMENT:** You may wish to confirm with the local tax assessment office our understanding that your intended operations will not compromise the CURRENT SURFACE OWNER'S property tax assessment status.

15. Your attention is directed to the fact that, by April 8, 1998 Resolution of the Township of Chest Board of Supervisors filed as instrument #199900655, the subject premises was included in a 599.953 acre Agricultural Security Area.

**REQUIREMENT:** You should independently confirm with the local conservation office our understanding that your intended operations will not compromise the CURRENT SURFACE OWNER'S property mandates insofar as this Resolution.

16. No attempt has been made by this office to determine the existence of, or your compliance with, local zoning restrictions or prohibitions.

**REQUIREMENT:** You should verify that no zoning considerations exist so as to impede your intended operations.

17. No investigation has been made by this office with respect to environmental conditions or problems relating to the subject premises.

**REQUIREMENT:** You should investigate and inquire as to past and present land use and conditions so as to satisfy yourselves that your leasehold ownership, occupation and/or use of the property examined will not subject you to potential liability for environmental problems created independent of your activities.

### QUALIFICATIONS TO OPINION

This Preliminary Drilling Title Opinion is made subject to and is qualified by the following:

1. Any errors or omissions in the indices, records, or documents of the various offices and courts described in RECORDS AND DOCUMENTS EXAMINED above.
2. Any state of facts which a physical inspection of the subject premises might reveal.
3. Any state of facts which an accurate survey of the subject premises and your intended Gallaher #12 Wellsite, and/or Unit operations might reveal.
4. The rights of any third party in possession of any part of the subject premises or of any party making a claim to any part of the subject premises by virtue of adverse possession.

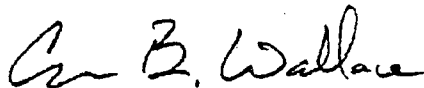


5. Unless otherwise so stated above, the rights of any party(ies) or governmental entity(ies) claiming an interest(s) in the oil and gas underlying roadways, railroads, streams, cemeteries, etc., if any, located on or abutting the subject premises which claim(s) are adverse to those parties identified in CURRENT OWNERSHIP above.
6. A presumption as to authority and lawful capacity insofar as the execution and acknowledgment of all documents examined herefore.
7. A presumption as to the timely and accurate delivery of all bonus, delay rental, shut-in royalty, royalty and other lease maintenance payments with respect to the CURRENT OIL AND GAS LEASE.
8. Any error or miscalculation insofar as our presumption of your exclusive use hereof and your requirements relating hereto.

#### CONCLUSION

Subject to the COMMENTS, OBJECTIONS AND REQUIREMENTS set forth above, it is my opinion that title to the oil and gas estate underlying the subject premises is vested in Irvin Gallaher, Caroline Gallaher Fulton, John Gallaher, and Vivian Gallaher and is presently leased with Ardent Resources, Inc. for the purposes of oil and gas exploration and production purposes.

Very truly yours,



Christopher B. Wallace

CBW:/

(94)672-5477

## OIL AND GAS LEASE

Lease No. RICKE - 05816-00and effective February 1, 2005

THIS AGREEMENT, made and entered into this the 17 day of December, 2004 (Effective Date) by and between Clair Gallaher Estate, Irvin Gallaher Executor (Estate File Book 76 Page 252) with a mailing address of Irvin Gallaher, Box 35, Irvona, NY 16656 hereinafter called to as Lessor (whether one or more), and ARDENT RESOURCES, INC., of 61 McMurray Road, Suite 204, Pittsburgh, PA 15241, hereinafter called Lessee,

WITNESSETH: that said Lessor, in consideration of the sum of ONE DOLLAR (\$1.00), other good and valuable benefits, and the covenants hereinafter contained on the part of the Lessee, all of which are hereby expressly acknowledged in their receipt and sufficiency, does hereby grant, demise, lease and let, exclusively unto Lessee and its successors and assigns and hereafter during the term hereof to no other party(ies), with covenants of general warranty, for the purposes and with the rights of drilling, testing, producing, injecting and/or storage of oil and/or gas and any of their constituent parts or related elements whether liquid or gaseous (expressly including coalbed methane and gob gas) in any underlying strata, and withdrawing same therefrom whether or not originally produced from or injected into any strata underlying the lease premises described below or other lands, and otherwise exploring and operating for oil and gas by any and all means now known or utilized in the future (expressly including the right to conduct seismic and other geophysical and geochemical surveys), and of laying pipelines and building tanks, roads, stations, houses, powerlines and the like for valves, meters, compressors, dehydrators, regulators, and other facilities, with all other rights and privileges incident to or convenient for the operation of the lease premises and /or any other lands (expressly including the right to transport gas produced off of the lease premise and/or lands pooled or unitized therewith, which rights-of-way hereof are specifically granted hereunder exclusively to the Lessee and its successors and assigns), all of that certain tract(s) of land situate in the Township of Chest, County of Clearfield, State of Pennsylvania and bounded substantially as follows:

On the North by lands of

On the East by lands of

On the South by lands of

On the West by lands of

Tax Map No.(s) T109-G16-25, 29, 21, 16, 1, 24

and containing, for the purpose of calculating rentals 100.34 acres of land whether actually containing more or less, and part of all of said lands is described in that certain deed to Lessor from \_\_\_\_\_ dated recorded in Volume/Liber \_\_\_\_\_, Page \_\_\_\_\_, in the Recorder's Office of said County, it being the intent of Lessor to include all lands owned by the Lessor in said County.

1. It is agreed that this lease shall remain in force for a primary term of 5 years from the Effective Date hereof and as long thereafter as the said land is operated by Lessee in the production of oil or gas. It is expressly understood that Lessee shall maintain its rights of way as granted herein for its pipeline and other surface facilities then existing on the leased premises at the expiration or termination of this lease.

2. (a) Lessee covenants and agrees to deliver to the credit of Lessor, his heirs or assigns, free of costs, in the pipe line to which said Lessee may connect its wells, a royalty of one-eighth (1/8) of native oil produced and saved from the lease premises.

(b) Lessee covenants and agrees to pay Lessor as a royalty for the native gas from each and every well drilled on said premises producing native gas, an amount equal to one-eighth (1/8) of the gross proceeds received from the sale of same at the prevailing price for gas sold at the well, for all native gas saved and marketed from the said premises.

3. Within thirty (30) days from the Effective Date hereof Lessee agrees to pay to the Lessor the sum of ONE THOUSAND TWO HUNDRED TWELVE DOLLARS (\$1,212.00) annually, commencing from the date hereof as a rental for the first 12 months, subject however to the right of surrender hereinafter granted to Lessee, and it is understood and agreed that the rental as hereinabove provided for is the chief consideration until commencement of a well. The commencement of a well whether commercially productive or unproductive shall, however, be and operate as a full liquidation of all rentals thereafter accruing under this provision of this lease during the remainder of the term hereof. Lessee may, at its option, pay rentals and/or royalties quarterly or annually.

4. All payments under this lease shall be made by check or voucher to the order of Lessor and mailed to the above address until the Lessee shall have written notice from the Lessor, its heirs or assigns, accompanied by original or certified copies of deeds or other documents as Lessee may require evidencing such change of ownership directing payments to be made otherwise, and any payments made as above until such direction, and thereafter in accordance with such direction shall absolve the Lessee from any liability to any heir or assign of the Lessor. All payments of rental and/or royalty are to be made according to lessor's respective interests therein, as hereafter set forth, and this lease shall not be forfeited for Lessee's failure to pay any rentals or royalties until Lessee has received written notice by registered mail of such default and shall fail, for a period of thirty (30) days after receipt of such notice to pay same.

Exhibit "A"

5. Lessor reserves a total amount of 200,000 cubic feet of gas ("free gas") annually or such part thereof as Lessor may use each year from the gas that Lessee may hereafter produce or otherwise have available from one gas production well completed and operated by Lessee hereunder upon the herein described leased premises, which said amount of 200,000 cubic feet of gas per year Lessor shall be entitled to receive free of cost for heat and light in one dwelling house on the lease premises provided said gas is used with economical appliances and is measured by meter furnished by Lessor, when and as long as Lessee may elect to produce or operate a well for the aforesaid purposes upon the lease premises. Lessor shall request in writing from Lessee, Lessee's requirements for accepting this free gas, including but not limited to, Lessor laying the necessary lines and making connections at Lessor's cost at such point on the demised premises as may be designated by the Lessee, provided said gas is used with economical appliances and is measured by meter furnished by Lessor. The regulation of such gas will be by regulators furnished by Lessor, and approved by Lessee, placed at a point designated by Lessee, with said gas to be used at Lessor's own risk and Lessee not to be in any way liable for any interruption or insufficient supply of such gas for said domestic use caused by pumping stations, breakage of lines or otherwise, and nothing herein shall prevent the Lessee from abandoning any well or wells or pipelines on the lease premises and removing the pipe therefrom at any time. If more than 200,000 cubic feet per year is used, the excess shall be paid for at the rate charged to domestic consumers in the same area, and in case of default in payment for gas used in excess of said 200,000 cubic feet, Lessee is hereby authorized to deduct the amount thereof from any royalty or other payments that are then due, or may later become due, under the terms of this lease.

6. To pay to the Lessor an annual storage rental of two dollars (\$2.00) per acre per year for the utilization of one or more strata underlying the lease premises for gas storage operations, for so long (in the sole estimation of Lessee) as any stratum is so utilized, and to give to Lessor written notice of the use of the premises for storage operations; and it is agreed that said storage rental is in lieu of delay rental, shut-in royalty, and/or royalty payments, except that storage rental and royalty payments shall be paid simultaneously by Lessee if Lessee simultaneously conducts storage operations in one or more strata in the premises and produces oil and/or gas from one or more other strata; and it is further agreed that the termination of gas storage operations shall be in full liquidation of all storage rental during the remainder of this lease.

7. In addition to the covenants of general warranty hereinabove contained, Lessor further covenants and agrees, that if Lessor's title to the lease premises shall come into dispute or litigation, or, if, in the judgment of Lessee, there are bona fide adverse claims to the rentals or royalties hereinabove provided for, then Lessee, at its option, may withhold the payment of said rentals or royalties until final adjudication or other settlement of such dispute, litigation, claim or claims; and that Lessee, at its option, may pay and discharge any taxes, mortgages or other lien or liens, existing, levied, assessed or which may hereafter come into existence or be levied or assessed on or against the leased premises, and, in the event it exercises such option, Lessee shall be subrogated to the lien and any and all rights of any holder or holders thereof, and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien or liens, any rental or royalty accruing hereunder. Lessor pledges and covenants to execute any and all curative instruments reasonably required by Lessee in furtherance of Lessor's warranties. It is agreed that if Lessor owns an interest in the land herein described less than the entire fee simple estate, then the rentals and royalties to be paid Lessor shall be reduced proportionately.

8. If and when drilling, other operations and/or payments due hereunder are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of some permit, order, rule, regulation, requisition or necessity of the government, or as the result of any other cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. 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 Lessor held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such Law, Order, Rule or Regulation.

9. Lessee shall have the right at any time during the term of this lease or after the expiration or termination thereof to remove all machinery, fixtures, pipe lines, houses, buildings, and other structures placed on said premises, including the right to pull and remove all casing and tubing.

10. If the Lessee shall begin operations for the commencement of a well during the term of this lease or any extension thereof, the Lessee shall then have the right to complete the drilling of such wells, and if oil or gas or either of them be found in paying quantities, this lease shall continue and be in force and with like effect as if such well had been completed within the term first herein mentioned.

11. Lessee shall have the right to assign this lease or any interest and the assignee of Lessee shall have corresponding rights, privileges, and obligations with respect to said royalties and rentals as to the acreage assigned to it.

12. Lessee shall upon completion of the first productive well upon said lease premises, or upon any part of the leased premises being included in a unit as described in Paragraph 20 below, make a diligent effort to obtain a pipeline connection but any delay shall not be counted against the Lessee provided Lessee shall, as prepaid royalty, make shut-in royalty payments in the amount equal to the delay rental amount described above for quarterly periods, beginning one year from the date the first productive well shall be completed until said first well shall be connected to a pipeline. In the event that production of oil, gas or their constituents is thereafter interrupted and not marketed from any well(s) capable of production for a period of twelve (12) consecutive months, Lessee shall pay to Lessor annually for each twelve (12) consecutive months shut-in period as shut-in royalty income and as credit against the payment of future royalties the sum of one dollar per acre for each well(s) shut-in, which payments shall serve to maintain this Lease in full force and effect. Lessee's failure to timely and/or properly pay said shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

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13. Lessee may, at any time during the term hereof, cancel and surrender this lease, in whole or in part, and be relieved of any and all obligations, payments and liabilities thereafter to accrue as to the surrendered premises, by the mailing of a notice of such surrender to Lessor or by filing a Release or Surrender of Oil and Gas Lease(s) of record describing the premises being released or surrendered, provided that Lessee shall maintain surface rights-of-way for its existing surface facilities over the surrendered lands.

14. It is agreed that said Lessee may drill or not drill on said land as it may elect, and the consideration and rentals paid and to be paid hereunder constitute adequate compensation for such privilege.

15. It is agreed that said Lessee shall have the privilege of using free of charge sufficient water, oil and gas from the said premises to run all machinery necessary for drilling and operations thereon, and at any time to remove all machinery and fixtures placed on said premises.

16. No well shall be drilled by Lessee within 200 feet of the dwelling house or barn now on said premises, except by consent of Lessor.

17. The lease premises may be fully and freely used by Lessor for any purpose, excepting such parts as are used by Lessee in operation hereunder.

18. Lessee shall pay Lessor for all damages to growing crops, fences or trees caused by Lessee's operations.

19. This instrument may be executed in counterparts each having the same validity as if the original. Should any one or more of the parties named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor.

20. Lessor grants to the Lessee, its heirs and assigns, the right to consolidate the herein described premises or any part thereof at the option of Lessee with others to form a unit not to exceed 640 acres for the development to the same effect as if said premises together with others in the area had been jointly leased by various Lessors to the Lessee as a single undivided tract and in such event Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of one-eighth (1/8) of the oil or gas marketed from the unitized area as his acreage included therein bears to the total acreage of the unitized area. Lessee may give notice to Lessor of such consolidation by mail to the above address or by filing a declaration of record describing the properties so consolidated or unitized.

21. Lessee may extend the primary term for one additional period equal to the primary term by paying to Lessor at any time within the primary term proportionate to Lessor's percentage of ownership an Extension Payment equal in amount to the annual Delay Rental as herein described in Paragraph 3 above, or by drilling a well on the Leasehold which is capable of commercial production.

In reference to paragraph five (5), Lessor agrees to accept the cash equivalent for two hundred thousand (200,000) cubic feet of natural gas per year in lieu of the free gas provided for herein. This payment shall be made annually at the end of the calendar year and shall be calculated based on the average wellhead price for the previous twelve (12) months.

All the terms, conditions, and covenants herein contained shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, successors, personal representatives and assigns, but no representations other than those herein contained shall be binding on either party.

IN WITNESS WHEREOF, the lessor has/have hereunto set its/their hand(s) the day and year first above written.

WITNESS:

Paul A. Witherspoon  
Paul A. Witherspoon

LESSOR:

Irvin Gallaher 171-326192  
Clair Gallaher Estate by Irvin Gallaher, Executor

State of Pennsylvania  
County of CLAREFIELD )

On this 20 day of DECEMBER 2004, before me, the undersigned officer, personally appeared  
IRVIN GALLAHER

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires:  
SEAL

FORM: PAOGL 12-9-04

This instrument prepared by: Ardent Resources, Inc. 61 McMurray Road, Suite 200, Pittsburgh, PA 15241

David W. Bond  
Notary Public  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
David W. Bond, Esq., Notary Public  
Consort Serv., Clearfield County  
My Commission Expires Sept. 9, 2006

**CLEARFIELD COUNTY  
RECORDER OF DEEDS**

Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

AFFIDAVIT No. 38092**\*RETURN DOCUMENT TO:  
ARDENT RESOURCES INC**

Instrument Number - 200501581  
Recorded On 2/4/2005 At 12:55:57 PM  
\* Instrument Type - MEMORANDUM  
\* Total Pages - 2  
Invoice Number - 124404  
\* Mortgagor - GALLAHER, CLAIR ESTATE  
\* Mortgagee - ARDENT RESOURCES INC  
\* Customer - ARDENT RESOURCES INC

\* FEES  
STATE WRIT TAX \$0.50  
RECORDING FEES - \$13.00  
RECORDER  
RECORDER IMPROVEMENT \$3.00  
FUND  
COUNTY IMPROVEMENT FUND \$2.00  
TOTAL \$18.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Exhibit "B"

## MEMORANDUM OF OIL AND GAS LEASE

RICKE-05816-00

February 1, 2005, Effective Date,

This Memorandum will notify all parties that an Oil and Gas Lease Agreement (which includes coalbed methane and gob gas) was made effective as of the 17 day of December, 2004, (E886888) between Clair Gallaher Estate, Irvin Gallaher Executor (Estate File Book 76 Page 252), whose address is Irvin Gallaher, Box 35, Irvonia, NY 16656 hereinafter referred to as "Lessor" and ARDENT RESOURCES, INC., whose address is 61 McMurray Road, Suite 204, Pittsburgh, PA 15241, hereinafter referred to as "Lessee."

The Lease Agreement referenced above contains, among other provisions not shown below: the following provisions:

In consideration of the sum of ONE DOLLAR (\$1.00), other good and valuable benefits, and the covenants hereinafter contained on the part of the Lessee, all of which are hereby expressly acknowledged in their receipt and sufficiency, does hereby grant, demise, lease and let, exclusively unto Lessee and its successors and assigns and hereafter during the term hereof to no other party(ies), with covenants of general warranty, for the purposes and with the rights of drilling, testing, producing, injecting and/or storage of oil and/or gas and any of their constituent parts or related elements whether liquid or gaseous (expressly including coalbed methane and gob gas) in any underlying strata, and withdrawing same therefrom whether or not originally produced from or injected into any strata underlying the lease premises described below or other lands, and otherwise exploring and operating for oil and gas by any and all means now known or utilized in the future (expressly including the right to conduct seismic and other geophysical and geochemical surveys), and of laying pipelines and building tanks, roads, stations, houses, powerlines and the like for valves, meters, compressors, dehydrators, regulators, and other facilities, with all other rights and privileges incident to or convenient for the operation of the lease premises and/or any other lands (expressly including the right to transport gas produced off of the lease premise and/or lands pooled or unitized therewith, which rights-of-way hereof are specifically granted hereunder exclusively to the Lessee and its successors and assigns), and described as follows:

All of that certain tract of land situate in the Township of Chest, County of Clearfield, State of Pennsylvania, containing 100.34 acres, more or less, being more particularly described as surface tax parcel T89-64-25, 29, 31, 34, 1-16, which was acquired by Lessor dated 10/27/2005, recorded in Liber/Volume \_\_\_\_\_, Page \_\_\_\_\_ of the records of Clearfield County, Pennsylvania.

Subject to the other provisions contained herein, this lease shall be in force for a primary term of 1 Years from the Effective Date of this lease with an option to extend the primary term for one additional period equal to the primary term and for so long thereafter as Oil and Gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained pursuant to the provisions hereof.

IN WITNESS WHEREOF, the Lessor has/have hereunto set its/their hand(s) this 17 day of December, 2004.

WITNESS:

Paul A. Witherspoon  
Paul A. Witherspoon

LESSOR:

Irvin Gallaher  
Clair Gallaher Estate by Irvin Gallaher, Executor

State of Pennsylvania  
County of CLEARFIELD

On this 20 day of DECEMBER, 2004, before me, the undersigned officer, personally appeared IRVIN GALLAHER as Executor, Clair Gallaher Estate

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Bernard W. Spitt, Jr.  
Notary Public

My commission expires:  
SEAL FORM

COMMONWEALTH OF PENNSYLVANIA  
Notary Seal  
Bernard W. Spitt, Jr., Notary Public  
Comport Boro, Clearfield County  
My Commission Expires Sept. 9, 2008

PAOGL 12-9-04

This instrument prepared by: Ardent Resources, Inc. 61 McMurray Road, Suite 204, Pittsburgh, PA 15241  
After recording please returned to: Ardent Resources, Inc. 61 McMurray Road, Suite 204, Pittsburgh, PA 15241

14

# RATIFICATION AND RENTAL DIVISION ORDER

Lease No. RICKE-05816-00

WHEREAS, that certain Oil and Gas Lease ("Lease") dated December 17, 2004, Effective February 1, 2005, from Clair Gallaher Estate, Irvin Gallaher, Executor, of Box 35, Irvona, NY 16656, as Lessor, to Ardant Resources, Inc. of 61 McMurray Road, Suite 204, Pittsburgh, PA 15241, as Lessee, recorded as Instrument #200501581, of the Deed Records of Clearfield County, State of Pennsylvania, and amendments and ratifications thereto, if any, to which lease and amendments and the records, hereof reference is here made, insofar as it covers 100.34 acres locally referenced as Tax Map Parcel No(s) T109-G16-25, 29, 21, 24, 1 & 16, and

NOW THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, all cash in hand paid to the undersigned by Irvin Gallaher, Executor, the undersigned, does hereby adopt, ratify and confirm the above-described Oil and Gas Lease and amendments thereto, if any, insofar as it covers the above-described land, and do hereby lease, demise and let said land unto Ardant Resources, Inc., its successors and assigns, subject to, in accordance with and under the terms and provisions of said Oil and Gas Lease, amendments thereto, if any, and this instrument, and do hereby agree and declare that said lease is now in full force and effect; and agree that any delay rentals which may be paid under the terms of said lease with respect to the above-described land may be divided as follows:

CREDIT TO:	ADDRESS:	AMOUNT:
Irvin Gallaher and Ginger Gallaher	Box 35 Irvona, PA 16656	1/4 <sup>th</sup> of Delay Rental
Caroline Gallaher Fulton and Jesse Fulton	608 Lang Avenue Patton, PA 16668	1/4 <sup>th</sup> of Delay Rental
John and Brenda Gallaher	3848 N. Progress Avenue Harrisburg, PA 17710	1/4 <sup>th</sup> of Delay Rental
Vivian Gallaher	500 Sycamore St., Apt. A-13 Punxsutawney, PA 15767	1/4 <sup>th</sup> Delay Rental

and that payment or tender of the amount above set forth opposite his name, directly or to his credit in the depository bank named in the lease or in any amendment thereto, at the times and in the manner specified in said lease or any amendment thereto, will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if the word "none" is above set forth opposite his name, then payment of the amounts above set forth to the other parties, their heirs, legal representatives, successors in interest or assigns, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of each of the above-named parties who executes the same, without regard as to whether this instrument is or is not signed by other party whomsoever. The division of payments set forth above covers the payment of rentals only and does not purport to cover royalties.

Witness my hands this 20th day of March, 2005.

Irvin Gallaher  
Irvin Gallaher, Executor  
Clair Gallaher Estate

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Clearfield

On this, the 20th day of March, 2005, before me a notary public, the undersigned officer, personally appeared Irvin Gallaher, Executor Estate of Clair Gallaher, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Dennis M. Morrison, Notary Public  
Irvona, PA, Clearfield County  
My Commission Expires Sept. 20, 2007  
Member, Pennsylvania Association of Notaries

Dennis M. Morrison  
Notary Public

**CLEARFIELD COUNTY  
RECORDER OF DEEDS**

Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**  
ARDENT RESOURCES INC

Instrument Number - 200505061  
Recorded On 4/8/2005 At 11:39:58 AM  
\*Instrument Type - LEASE  
\*Total Pages - 2  
Invoice Number - 127434  
\*Lessor - GALLAHER, IRVIN  
\*Lessee - ARDENT RESOURCES INC  
\*Customer - ARDENT RESOURCES INC

**\*FEES**  
STATE WRIT TAX \$0.50  
RECORDING FEES - \$15.00  
RECORDER  
RECORDER IMPROVEMENT \$3.00  
FUND  
COUNTY IMPROVEMENT FUND \$2.00  
TOTAL \$20.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

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\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

3

Exhibit "D"



Lease #-RICKE-05816-00

**RATIFICATION OF OIL AND GAS LEASE**

WHEREAS, that certain Oil and Gas Lease dated December 17, 2004, and Effective February 1, 2005, executed by Irvin Gallaher, Executor, Clair Gallaher Estate, as Lessor(s), to Ardent Resources, Inc., as Lessee, which lease is recorded as Instrument #200501581, in the records of Clearfield County, State of Pennsylvania, covering 100.34 acres situate in Chest Township, Clearfield County, Pennsylvania, locally known as Tax Parcel(s) #T109-G16-25, 29, 21, 16, 1 and 24.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for himself and herself, as the case may be, do hereby ADOPT, RATIFY AND CONFIRM the above described Oil and Gas Lease in all of its terms and provisions and do hereby lease, let, grant, and demise said lands unto Ardent Resources, Inc., provided, however, that this instrument shall bind and cover all interest which may have been acquired subsequent to the date of the aforesaid Oil and Gas Lease and is intended further to cover and bind any interest which the undersigned may acquire hereafter by way of reversion or otherwise. The undersigned Lessor(s) acknowledge that he/she/they have not entered into any other Oil and Gas Lease as of the date hereof other than aforementioned, that this Ratification is to be effective and binding on the undersigned Lessor to the same extent and in the same manner as if the undersigned Lessor had originally executed the Lease as a Lessor and that all rents and royalties shall be paid to the Clair Gallaher Estate, Irvin Gallaher, Executor.

The undersigned Lessor(s) hereby agree(s) and declare that the said Oil and Gas Lease, in all of its terms and provisions, is binding on the undersigned and is a valid and subsisting Oil and Gas Lease and that this instrument shall be binding upon their respective heirs, executors, administrators, successors or assigns of the undersigned.

Executed this 14th day of March, 2005.

Deborah A. Stillmiller Caroline Gallaher Fulton  
Deborah A. Stillmiller Jesse Fulton  
 Caroline Gallaher Fulton  
 Jesse Fulton

COMMONWEALTH OF PENNSYLVANIA  
 COUNTY OF CAMBERG

On this, the 7th day of March, 2005, before me a notary public, the undersigned officer, personally appeared Caroline Gallaher Fulton  
Jesse Fulton, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal

Notary Seal  
 Deborah A. Stillmiller, Notary Public  
 East Carroll Twp., Cambria County  
 My Commission Expires Jan. 17, 2015  
 SE Notary, Pennsylvania Association of Notaries  
 My Commission Expires:

Deborah A. Stillmiller  
 Notary Public

4

# **CLEARFIELD COUNTY RECORDER OF DEEDS**

Karen L. Starck, Recorder  
Maureen Inlow - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**  
ARDENT RESOURCES INC

Instrument Number - 200505060  
Recorded On 4/8/2005 At 11:39:57 AM  
\*Instrument Type - LEASE  
\*Total Pages - 2  
Invoice Number - 127434  
\*Lessor - GALLAHER, IRVIN  
\*Lessee - ARDENT RESOURCES INC  
\*Customer - ARDENT RESOURCES INC

**\*FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$15.00
RECORDER	
RECORDER IMPROVEMENT FUND	\$3.00
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$20.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

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\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Exhibit "E"

Lease #-RICKE-05816-00

**RATIFICATION OF OIL AND GAS LEASE**

WHEREAS, that certain Oil and gas Lease dated December 17, 2004, and Effective February 1, 2005, executed by Irvin Gallaher, Executor, Clair Gallaher Estate, as Lessor(s), to Ardent Resources, Inc., as Lessee, which lease is recorded as Instrument #200501581, in the records of Clearfield County, State of Pennsylvania, covering 100.34 acres situate in Chest Township, Clearfield County, Pennsylvania, locally known as Tax Parcel(s) #T109-G16-25, 29, 21, 16, 1 and 24.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for himself and herself, as the case may be, do hereby ADOPT, RATIFY AND CONFIRM the above described Oil and Gas Lease in all of its terms and provisions and do hereby lease, let, grant, and demise said lands unto Ardent Resources, Inc., provided, however, that this instrument shall bind and cover all interest which may have been acquired subsequent to the date of the aforesaid Oil and Gas Lease and is intended further to cover and bind any interest which the undersigned may acquire hereafter by way of reversion or otherwise. The undersigned Lessor(s) acknowledge that he/she/they have not entered into any other Oil and Gas Lease as of the date hereof other than aforementioned, that this Ratification is to be effective and binding on the undersigned Lessor to the same extent and in the same manner as if the undersigned Lessor had originally executed the Lease as a Lessor and that all rents and royalties shall be paid to the Clair Gallaher Estate, Irvin Gallaher, Executor.

The undersigned Lessor(s) hereby agree(s) and declare that the said Oil and Gas Lease, in all of its terms and provisions, is binding on the undersigned and is a valid and subsisting Oil and Gas Lease and that this instrument shall be binding upon their respective heirs, executors, administrators, successors or assigns of the undersigned.

Executed this 18<sup>th</sup> day of March, 2005.

[Signature]  
WITNESS  
[Signature]  
WITNESS  
[Signature]  
John T. Gallaher  
[Signature]  
Brenda Gallaher

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Dauphin

On this, the 18<sup>th</sup> day of March, 2005, before me a notary public, the undersigned officer, personally appeared John T. Gallaher and Brenda Gallaher, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

[Signature]  
Notary Public

SEAL  
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
LAURA A. TRASEWICH, Notary Public  
Susquehanna Twp., Dauphin County  
My Commission Expires Aug. 30, 2008

**CLEARFIELD COUNTY  
RECORDER OF DEEDS**

Karen L. Starck, Recorder  
Maureen Inlow - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**  
ARDENT RESOURCES INC

Instrument Number - 200505059  
Recorded On 4/8/2005 At 11:39:56 AM  
\* Instrument Type - LEASE \*  
\* Total Pages - 2  
Invoice Number - 127434  
\* Lessor - GALLAGHER, IRVIN ESTATE  
\* Lessee - ARDENT RESOURCES INC  
\* Customer - ARDENT RESOURCES INC

**\* FEES**  
STATE WRIT TAX \$0.50  
RECORDING FEES - \$15.00  
RECORDER  
RECORDOR IMPROVEMENT \$3.00  
FUND  
COUNTY IMPROVEMENT FUND \$2.00  
TOTAL \$20.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

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\* Information entered by us prior to this may change during the verification process and may not be reflected on this page.

Exhibit <sup>06</sup> *F*

Lease # RICKE-05816-00

**RATIFICATION OF OIL AND GAS LEASE**

WHEREAS, that certain Oil and gas Lease dated December 17, 2004, and Effective February 1, 2005, executed by Irvin Gallaher, Executor, Clair Gallaher Estate, as Lessor(s), to Ardent Resources, Inc., as Lessee, which lease is recorded as Instrument #200501581, in the records of Clearfield County, State of Pennsylvania, covering 100.34 Acres situated in Chest Township, Clearfield County, Pennsylvania, locally known as Tax Parcel(s) #100-016-23, 25, 21, 19, and 24.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for himself and hereof, as the case may be, do hereby ADORT, RATIFY AND CONFIRM the above described Oil and Gas Lease in all of its terms and provisions and do hereby lease, let, grant, and demise said lands unto Ardent Resources, Inc., provided, however, that this instrument shall bind and cover all interest which may have been acquired subsequent to the date of the aforesaid Oil and Gas Lease and is intended further to cover and bind any interest which the undersigned may acquire hereafter by way of reversion or otherwise. The undersigned Lessor(s) acknowledge that he/she/they have not entered into any other Oil and Gas Lease as of the date hereof other than aforementioned, that this Ratification is to be effective and binding on the undersigned Lessor to the same extent and in the same manner as if the undersigned Lessor had originally executed the Lease as a Lessor and that all rents and royalties shall be paid to the Clair Gallaher Estate, Irvin Gallaher, Executor.

The undersigned Lessor(s) hereby agree(s) and declare that the said Oil and Gas Lease, in all of its terms and provisions, is binding on the undersigned and is a valid and subsisting Oil and Gas Lease and that this instrument shall be binding upon their respective heirs, executors, administrators, successors or assigns of the undersigned.

Executed this 17<sup>th</sup> day of February, 2005.

Vivian Gallaher  
Vivian Gallaher, widow of James C. Gallaher

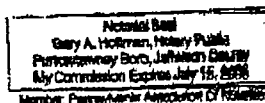
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF \_\_\_\_\_

On this, the 17<sup>th</sup> day of February, 2005, before me a notary public, the undersigned officer, personally appeared Vivian Gallaher, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

[Signature]  
Notary Public

SEAL  
My Commission Expires:



4

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder  
Maureen Inlow - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**  
ARDENT RESOURCES INC

Instrument Number - 200505062  
Recorded On 4/8/2005 At 11:39:59 AM  
\* Instrument Type - LEASE  
\* Total Pages - 2  
Invoice Number - 127434  
\* Lessor - GALLAHER, IRVIN  
\* Lessee - ARDENT RESOURCES INC  
\* Customer - ARDENT RESOURCES INC

**\* FEES**  
STATE WRIT TAX \$0.50  
RECORDING FEES - \$15.00  
RECORDER  
RECORDER IMPROVEMENT \$3.00  
FUND  
COUNTY IMPROVEMENT FUND \$2.00  
TOTAL \$20.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

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Lease #-RICKE-05816-00

RATIFICATION OF OIL AND GAS LEASE

WHEREAS, that certain Oil and Gas Lease dated December 17, 2004, and Effective February 1, 2005, executed by Irvin Gallaher, Executor, Clair Gallaher Estate, as Lessor(s), to Ardent Resources, Inc., as Lessee, which lease is recorded as Instrument #200501581, in the records of Clearfield County, State of Pennsylvania, covering 100.34 acres situate in Chest Township, Clearfield County, Pennsylvania, locally known as Tax Parcel(s) #T109-G16-25, 29, 21, 16, 1 and 24.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for himself and herself, as the case may be, do hereby ADOPT, RATIFY AND CONFIRM the above described Oil and Gas Lease in all of its terms and provisions and do hereby lease, let, grant, and demise said lands unto Ardent Resources, Inc., provided, however, that this instrument shall bind and cover all interest which may have been acquired subsequent to the date of the aforesaid Oil and Gas Lease and is intended further to cover and bind any interest which the undersigned may acquire hereafter by way of reversion or otherwise. The undersigned Lessor(s) acknowledge that he/she/they have not entered into any other Oil and Gas Lease as of the date hereof other than aforementioned, that this Ratification is to be effective and binding on the undersigned Lessor to the same extent and in the same manner as if the undersigned Lessor had originally executed the Lease as a Lessor and that all rents and royalties shall be paid to the Clair Gallaher Estate, Irvin Gallaher, Executor.

The undersigned Lessor(s) hereby agree(s) and declare that the said Oil and Gas Lease, in all of its terms and provisions, is binding on the undersigned and is a valid and subsisting Oil and Gas Lease and that this instrument shall be binding upon their respective heirs, executors, administrators, successors or assigns of the undersigned.

Executed this 16th day of February, 2005.

Irvin Gallaher  
Irvin Gallaher

Ginger Gallaher  
Ginger Gallaher

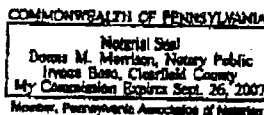
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Clearfield

On this, the 16th day of February, 2005, before me a notary public, the undersigned officer, personally appeared Irvin Gallaher  
Ginger Gallaher, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Doreen M. Morrison  
Notary Public

SEAL  
My Commission Expires:



1052/545

RAB/sai

FORM HALLY No. 65--Statutory Deed--Warranty Act 1909 (With Coal Notice)  
 Copyright 1976 P. O. Nally Company

For Sale by P. O. Nally Co., Low Blank Publisher  
 421 Fourth Avenue, Pittsburgh, Pa. 15219

VOL 1052 PAGE 545

# Deed

Made the 27th day of November 19 85

Between FREDERICK P. SCHMIDT and JOYCE SCHMIDT, husband and wife, of  
 7811 Montgomery Avenue, Elkins Park, PA 19117,

(hereinafter called "Grantors")  
 And GEORGE N. LUCAS, Single, of 355 Solon Road, Apartment 305, Chagrin  
 Falls, Ohio 44022

(hereinafter called "Grantee")  
 Witnesseth, That in consideration of Fifty Seven Thousand Five Hundred-----  
 -----\$57,500.00)----- Dollars,  
 in hand paid, the receipt whereof is hereby acknowledged, Grantors do hereby grant and convey to  
 Grantee

All that certain piece, parcel or tract of land situate in Chest Township,  
 Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a hemlock corner of line of Michael Gibson tract; thence south 38° east, one hundred sixty (160) perches to a post corner of Gibson and Fagin; thence south 52° west, ninety five (95) perches to a post and stones on line of James Davison; thence by land of J.M. McCord north 38° west, one hundred seventy (170) perches to a stone corner; thence north 52° east, ninety five (95) perches to the place of beginning. Containing one hundred (100) acres, more or less.

BEING, the same premises which Clair Gallagher, and Fairy Gallagher, his wife, granted and conveyed to Frederick P. Schmidt, and Joyce Schmidt, his wife, by Deed dated the 30th day of August 1974, and being recorded in Clearfield County, Pennsylvania in Deed Book 689 at Page 071.

EXCEPTING AND RESERVING from the above described premises all the coal and other minerals including mining rights as more fully set forth in the Deed of Patrick Gilligan to A. B. Jordan and appearing of Record in the Office of the Recorder of Deeds of Clearfield County in Deed Book 172 at Page 368.

EXCEPTING AND RESERVING from the above described premises two acres along the eastern line of said property.

ALSO EXCEPTING AND RESERVING from the above described premises all of the oil and gas including oil and gas

Exhibit H



bearing stratas in, under and upon the said premises together with the right of ingress, egress and regress for the purpose of prospecting, drilling and removing the oil and gas underlying the said premises.

FURTHER EXCEPTING AND RESERVING a portion of the premises described as follows:

BEGINNING, at an iron pipe on the North West Right-of-Way of T-417; thence by land now or formerly of Claire Gallagher North  $37^{\circ} 58'$  West 155.53 feet to line now or formerly of William Jordan; thence by same South  $55^{\circ} 17' 55''$  West 1227.84 feet to an iron pipe in forked tree; thence by George Gallagher South  $35^{\circ} 36'$  East 226.00' to an iron pipe on North West Right-of-Way T-417; thence by said Right-of-Way North  $15^{\circ} 12' 23''$  East 131.84 feet to an iron pipe; thence still by said Right-of-Way North  $54^{\circ} 28' 41''$  East 822.76 feet to an iron pipe; thence still by said Right-of-Way North  $60^{\circ} 05' 53''$  East 310.70 feet to place of beginning.

Containing 3.9825 Acres as shown on the plot attached hereto.

Grantor B covenant that ~~xxx~~ they will warrant\* SPECIALLY the property hereby conveyed.

NOTICE—THIS DOCUMENT MAY NOT (DOES NOT) SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE (HAVE) THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended.)

In Witness Whereof, said Grantors have hereunto set their hands and seals the day and year first above written.

Sealed and Delivered in the Presence of

Frederick P. Schmidt  
FREDERICK P. SCHMIDT

Joyce Schmidt  
JOYCE SCHMIDT

**NOTICE** THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS:

Dick J. Nelson

George N. Lucas  
GEORGE N. LUCAS

Commonwealth of Pennsylvania  
County of CLEARFIELD ss.

On this the 27th day of November, A.D. 19 85,  
before me the undersigned officer, personally appeared

FREDERICK P. SCHMIDT and JOYCE SCHMIDT, husband and wife known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

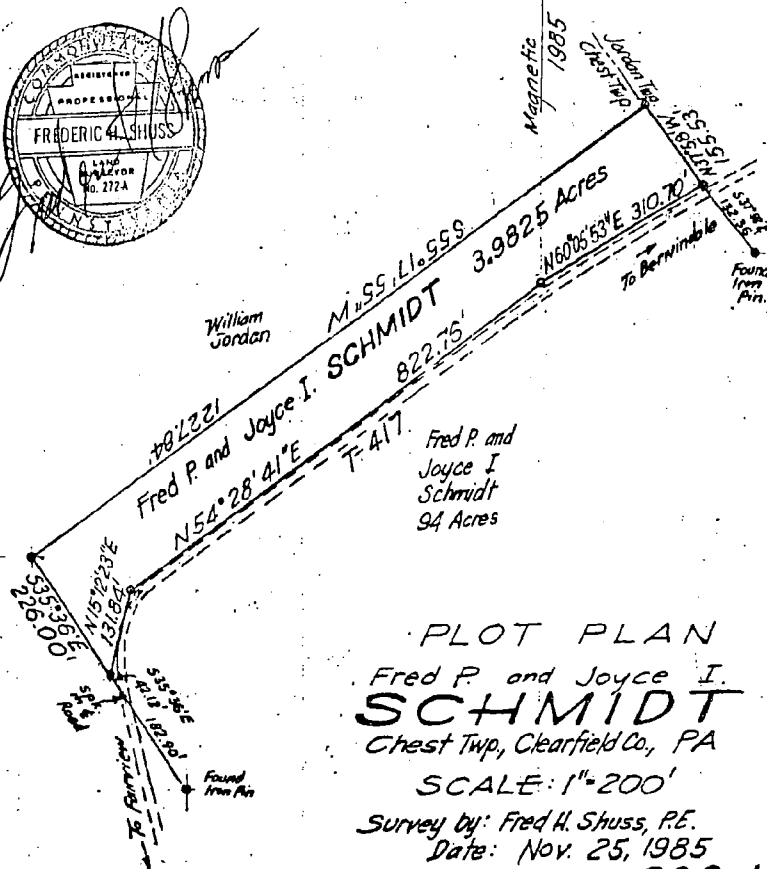
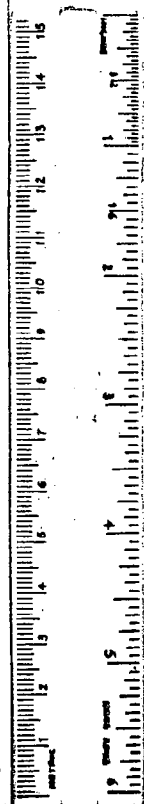
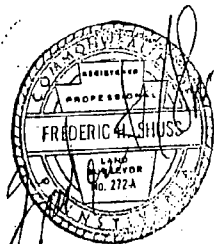
In Witness Whereof, I hereunto set my hand and official seal.

Sandra A. Quinn  
SANDRA A. IRWIN, NOTARY PUBLIC  
PENN TOWNSHIP, CLEARFIELD COUNTY  
MY COMMISSION EXPIRES JUNE 3, 1989 (Till of Officer.)

My commission expires

NOTE—Insertion of word "Generally" effects a General Warranty Deed.  
Insertion of word "Specially" effects a Special Warranty Deed.  
Act of Assembly, Pennsylvania, April 1, 1909, Section 4 and 5.

Description: Fred P. & Joyce I. Schmidt  
 Beg. at an Iron Pipe on N.W. R/W T-417; thence by  
 N/F Claire Gallagher N37°58'W 155.53' to line N/F  
 Wm. Jordan; thence by same S55°77'55"W 122.84'  
 to an I. Pipe in forked tree; thence by George Gallagher  
 S35°36'E 226.00' to an I. Pipe on N.W. R/W T-417  
 thence by said R/W N15°12'23"E 131.84' to an I.P.;  
 thence still by said R/W N54°28'41"E 822.75' to  
 an I.P.; thence still by said R/W N60°05'53"E 310.70'  
 to P.O.B., Containing 3.9825 Acres.



PLOT PLAN  
 Fred P. and Joyce I.  
**SCHMIDT**  
 Chest Twp, Clearfield Co., PA

SCALE: 1"=200'

Survey by: Fred H. Shuss, P.E.

Date: Nov. 25, 1985

Dwg. No. 898-1

## Certificate of Residence.

The undersigned hereby certifies that precise residence and complete post office address of the within

Grantee is: 355 Solon Road, Apartment 305, Chagrin Falls, Ohio 44022

*R. Deming Goshen*

HARMONY SCHOOL DISTRICT  
1% REALTY TRANSFER TAX

AMOUNT: \$ 575.00

PAID 11-27-85 MICHAEL R. LYTLE  
Date Agent

0 2 3 8 5 1  
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
REALTY TRANSFER TAX NOV 27 '85  
575.00  
RB.11452

Number

Page

Recorded

Vol.

From

To

Fees, \$

FREDERICK P. SCHMIDT and  
JOYCE SCHMIDT, husband and  
wife

GEORGE N. LUCAS, Single

For Sale by F. O. Nally Co., Law Black Publishers  
425 Fourth Avenue, Pittsburgh, Pa. 15219

Commonwealth of Pennsylvania

County of Clearfield

SS.

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:27 PM 11-27-85  
BY *R. A. Goshen*  
FEES 15.50  
Michael R. Lytle, Recorder

Recorded on this 27 day of Nov.

A. D. 1985, in the Recorder's Office of the said County, in Deed Book,  
Vol. 1052, page 545  
+ Records

Given under my hand and seal of the said office.

My Commission Expires  
First Monday in January, 1988

*Michael R. Lytle*  
Recorder.

Entered of Record Nov 27 1985, 2:27 PM Michael R. Lytle, Recorder

State Tax 575.00  
Harmony and Tax 575.00



# Warranty Deed

Made the 30<sup>th</sup> day of August  
Nineteen hundred and seventy-four

**Arthur** CLAIR GALLAHER and FAIRY GALLAHER, his wife, of the  
Township of Chest, County of Clearfield and State of Pennsylvania,  
hereinafter called the GRANTORS

A  
N  
D

FREDERICK P. SCHMIDT and JOYCE SCHMIDT, husband and wife, of the Township  
of Chest, County of Clearfield and State of Pennsylvania, as tenants  
by the entireties, hereinafter called the GRANTEEES

*Witnesseth*, That in consideration of the sum of THIRTY THOUSAND

(\$30,000.00)

Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant  
and convey to the said grantees, their heirs and assigns,

All that certain piece, parcel or tract of land situate in Chest  
Township, Clearfield County, Pennsylvania, bounded and described as  
follows, to wit:

BEGINNING at a hemlock corner of line of Michael  
Gibson tract; thence south 38° east, one hundred  
sixty (160) perches to a post corner of Gibson  
and Fagin; thence south 52° west, ninety five  
(95) perches to a post and stones on line of James  
Davison; thence by land of J. M. McCord north 38°  
west, one hundred seventy (170) perches to a stone  
corner; thence north 52° east, ninety five (95)  
perches to the place of beginning. Containing one  
hundred (100) acres, more or less.

BEING the same premises which Ruth Crossen et al  
granted and conveyed to Clair Gallaher and Fairy  
Gallaher, the Grantors herein by deed dated  
February 18, 1946 and recorded in the Office of  
the Recorder of Deeds of Clearfield County in  
Deed Book 380 Page 179.

EXCEPTING and RESERVING from the above described  
premises all the coal and other minerals including  
mining rights as more fully set forth in the deed  
of Patrick Gilligan to A. B. Jordan and appearing  
of record in the Office of the Recorder of Deeds of  
Clearfield County in Deed Book 172 Page 368.



EXCEPTING and RESERVING to the Grantors, their heirs and assigns, from the above described premises two acres along the eastern line of said property to be selected and surveyed by the Grantors.

ALSO EXCEPTING and RESERVING to the Grantors, their heirs and assigns from the above described premises all of the oil and gas including oil and gas bearing stratas in, under and upon the said premises together with the right of ingress, egress and regress for the purpose of prospecting, drilling and removing the oil and gas underlying the said premises.

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Fred P. Schmidt

Joyce Schmidt

This \_\_\_\_\_ day of \_\_\_\_\_

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

And the said grantors, do hereby warrant SPECIALLY the property hereby conveyed,

In Witness Whereof, said grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered  
In the Presence of

Clair H. Gallaher  
Clair Gallaher

Fairy Gallaher  
Fairy Gallaher

Commonwealth of Pennsylvania

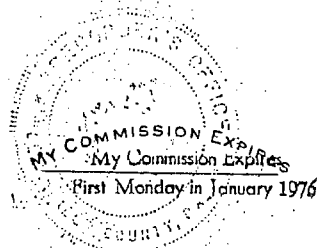
County of CLEARFIELD

39.

On this, the 30 day of August 1974, before me

the undersigned officer, personally appeared CLAIR GALLAHER and FAIRY GALLAHER, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Cecil A. Burns

RECORDER OF DEEDS

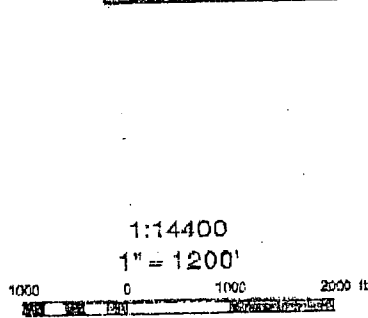
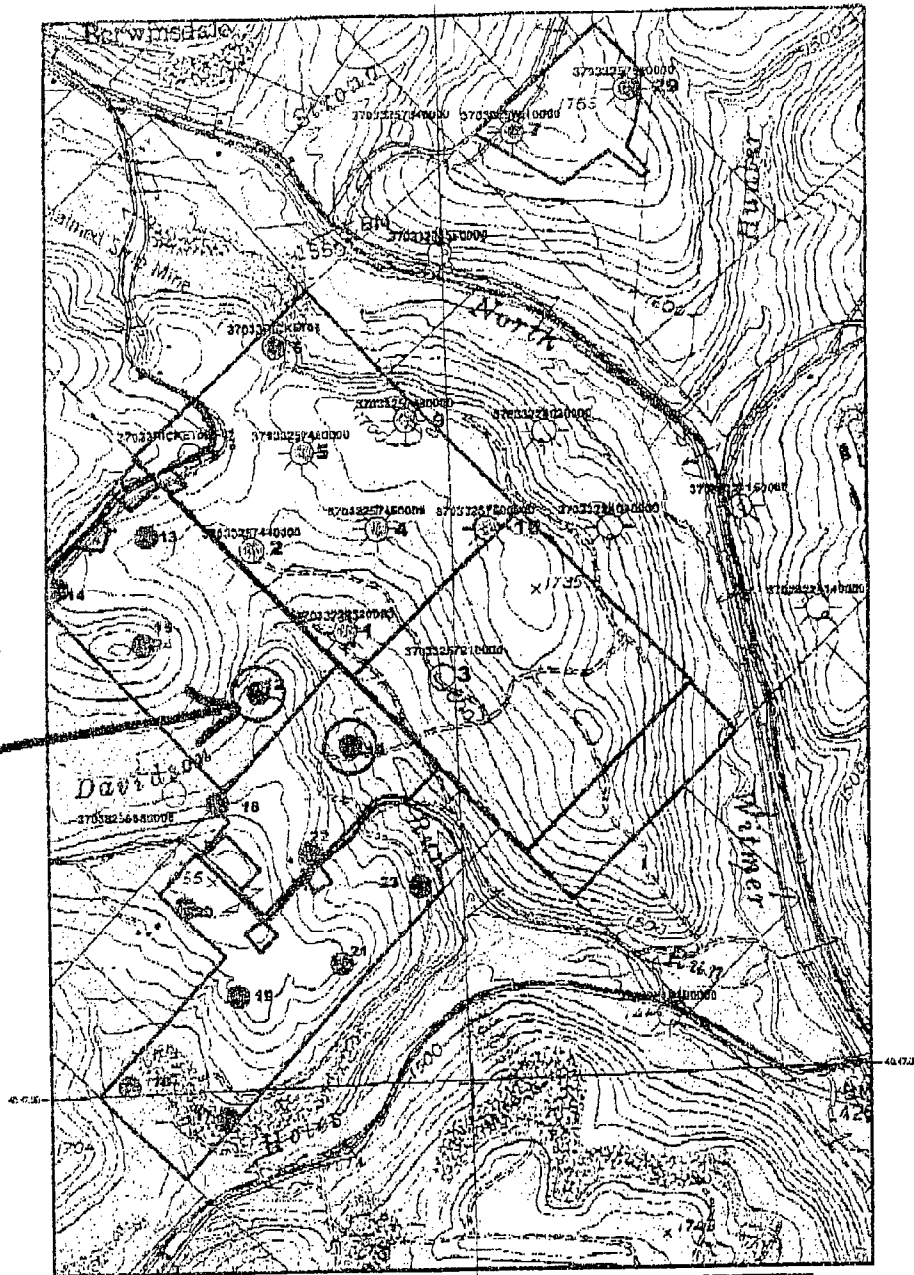
I Hereby Certify, that the precise address of the grantee herein is

R.D. #1, Irwin, Pa.

Cecil A. Burns  
Atty.

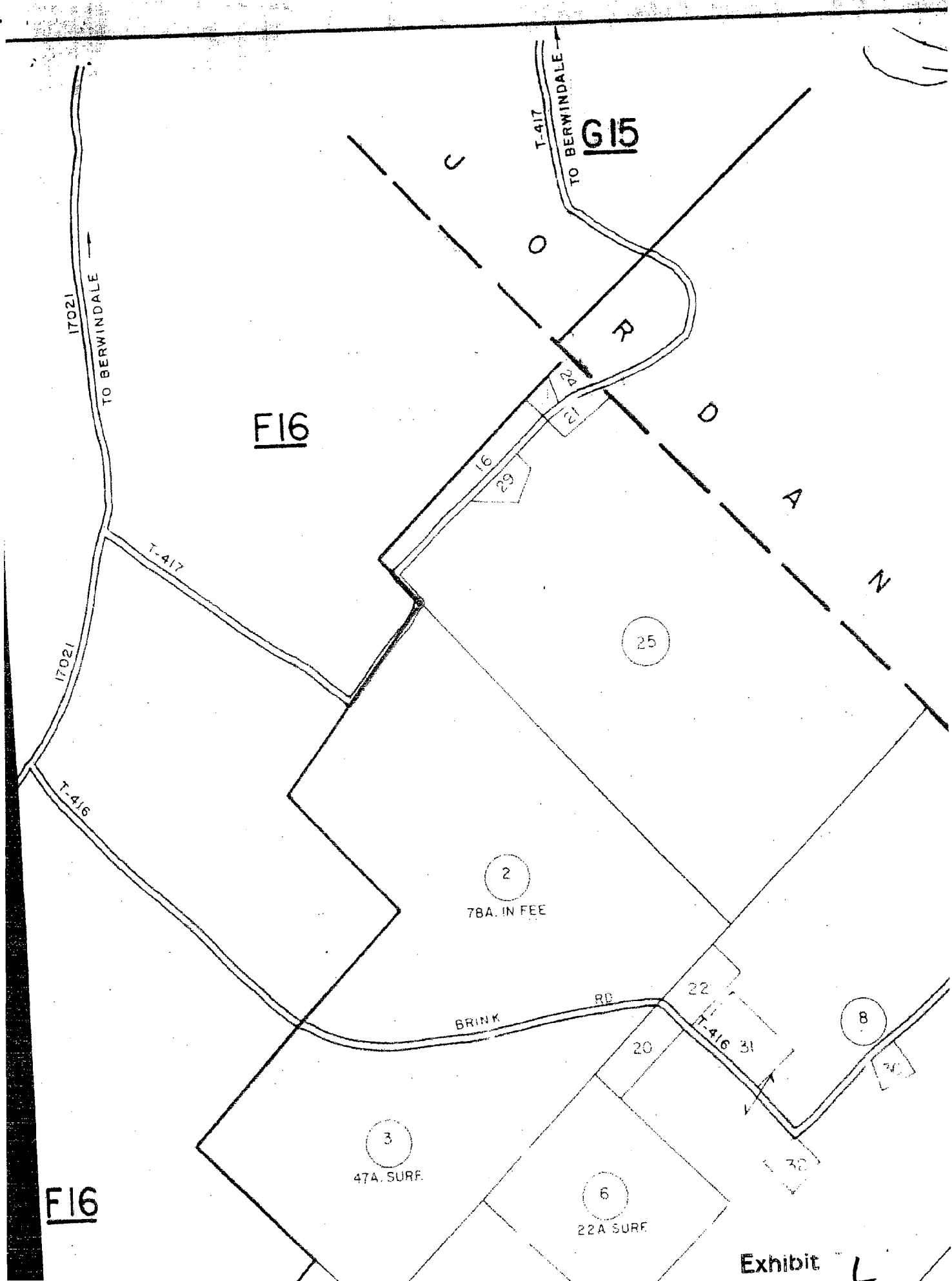
Entered of Record Sept 6 1974 3:10 Cecil A. Burns Recorder

GALLANTER  
#12



	<b>GEOGRAPHIX</b>
Kicketus Area Development Program Clearfield County, Jordan Twp.	
<p>Items shown on this map:</p> <ul style="list-style-type: none"> <li>• ARI Leasehold</li> <li>• Drilled Locations (7) From Previous Program (green well spots)</li> <li>• Future Drill Sites for Leases With Flood Title (red well spots)</li> <li>• Next Locations To Survey (large blue circles)</li> </ul>	
<p>Note: Maintain a minimum of 1000' between wells.</p>	
<p>Dec. 1, 2004 By: CHASPHED Engineering</p>	<p>Adopted by: Kicketus Area Adopted by: Kicketus Area</p>





F16

Exhibit L

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy

P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

TURM OIL INC

Instrument Number - 200407141  
Recorded On 5/7/2004 At 12:08:47 PM

\* Instrument Type - LEASE

\* Total Pages - 5

Invoice Number - 110311

\* Lessor - GALLAHER, IRVIN

\* Lessee - TURM-OIL INC

\* Customer - TURM OIL INC

**\* FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$15.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$20.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Exhibit <sup>cc</sup> *M* <sup>13</sup>

Received for Recording \_\_\_\_\_ Lease # \_\_\_\_\_  
Recorded \_\_\_\_\_ Map Ref. 109-G16-25  
Book \_\_\_\_\_ Pg. \_\_\_\_\_ Renewal # \_\_\_\_\_  
Expires \_\_\_\_\_

## OIL and GAS LEASE

THIS AGREEMENT made and entered into this the 1<sup>st</sup> day of February  
2004, by and between IRVIN GALLAHER AND GINGER GALLAHER, HIS WIFE,  
JOHN GALLAHER AND BRENDA GALLAHER HIS WIFE, CAROLINE FULTON AND  
JESSE FULTON, HER HUSBAND, AND VIVIAN GALLAHER, WIDOW

hereinafter called Lessor (whether one or more), and TURM-OIL, INC.  
290 VOGEL ROAD  
hereinafter called Lessee, BUTLER, PA 16002

WITNESSETH, that said Lessor, in consideration of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, and of the covenants hereinafter contained on the part of said Lessee, to be paid, kept and performed, has granted, demised, leased and let, exclusively unto Lessee, with covenants of general warranty, for the purpose and with the rights of drilling, producing, and otherwise operating for oil and gas, and of laying pipe lines and building tanks, roads, stations, and electric power lines, houses for valves, meters, regulators and other appliances, with all other rights and privileges necessary, incident to or convenient for the operation of this land alone and jointly with neighboring lands, all that certain tract of land situate in the

Township of CHEST, County of CLEARFIELD,  
State of PENNSYLVANIA, and bounded substantially as follows:

On the North by lands of FRAILEY  
RICKETTS  
On the East by lands of \_\_\_\_\_  
On the South by lands of L. BRINK  
On the West by lands of MCCORD

and containing, for the purpose of calculating rentals, 100 acres of land whether actually  
containing more or less; and part of all said land is described in that certain deed to Lessor from  
FAIRY GALLAHER dated \_\_\_\_\_  
recorded in Book 689 Page 71, in the Recorder's Office of said County.

1. It is agreed that this lease shall remain in force for a primary term of ONE (1) years  
from the date hereof and as long thereafter as the said land is operated by Lessee in the production of oil and gas.

2. (a) Lessee covenants and agrees to deliver to the credit of Lessor, his heirs or assigns, free of costs, in the pipe line to which said Lessee may connect its wells, a royalty of one-eighth (1/8) of native oil produced and saved from the leased premises.

(b) Lessee covenants and agrees to pay Lessor as a royalty for the native gas from each and every well drilled on said premises producing native gas, an amount equal to one-eighth (1/8) of the gross proceeds received from the sale of same at the prevailing price for gas sold at the well, for all native gas saved and marketed from the said premises, payable quarterly.

3. If Lessee shall not have either begun operations for the commencement of a well on the premises or on the premises pooled or unitized herewith within 60 DAYS from the date hereof Lessee agrees to pay to the Lessor the sum of  
ONE THOUSAND AND 0/00's DOLLARS (\$ 1,000.00) annually,  
commencing 60 DAYS from date as a rental for 12 months

such commencement is delayed, subject however to the right of cancellation hereinafter granted to Lessee, and it is understood and agreed that the rental as hereinbefore provided for is the chief consideration until commencement of a well. The commencement of a well, shall, however, be and operate as a full liquidation of all rentals thereafter accruing under this provision of this lease during the remainder of the term hereof. In the event of completion of a commercially unproductive well on the Premises the Lessee shall be under no obligation to make delay rental payments for a period of one year following the completion of such well. At the expiration of this rental free period, Lessee may continue to hold this lease for such further terms as it may desire, not to exceed the primary term thereof, upon the payment of the rentals above mentioned. Lessee may, at its option, pay rentals quarterly or annually.

4. All payments under this lease shall be made by check or voucher to the order of 25% INT. IRVIN AND OR GINGER  
GALLAHER 4287 IRVONA RD. IRVONA, PA 16656 25% INT. JOHN AND OR BRENDA  
GALLAHER 3849 N. PROGRESS AVE. HARRISBURG, PA 17110

until the Lessee shall have written notice from the Lessor, its heirs or assigns, accompanied by original or certified copies of deeds or other documents as Lessee may require evidencing such change of ownership directing payments to be made otherwise, and any payments made as above until such direction, and thereafter in accordance with such direction shall absolve the Lessee from any liability to any heir or assign of the Lessor. All payments or royalty are to be made according to Lessor's respective interest therein, as hereafter set forth, and this lease shall not be forfeited for Lessee's failure to pay any rentals or royalties until Lessee has received written notice by registered mail of such default and shall fail, for a period of thirty (30) days after receipt of such notice to pay same.

25% INT. CAROLINE AND OR JESSE FULTON 609 LANG AVE. PATTON, PA 16668

25% INT. VIVIAN GALLAHER 500 SYCAMORE ST. PUNXSUTAWNEY PA 15767

5. Lessor excepts and reserves a total amount of 200,000 cubic feet of gas annually or such part thereof as Lessor may use each year from the gas that Lessee may hereafter produce or otherwise have available from one gas production well completed and operated by Lessee hereunder upon the leased premises, which said amount of 200,000 cubic feet of gas per year Lessor shall be entitled to receive free of cost for heat and light in one dwelling house on the leased premises when and as long as Lessee may elect to produce or operate a well for the aforesaid purposes upon the leased premises, by Lessor laying the necessary lines and making connections at Lessor's cost at such point on the demised premises as may be designated by the Lessee, provided said gas is used with economical appliances and is measured by meter furnished by Lessee. The regulation of such gas will be by regulators furnished by Lessor, and approved by Lessee, placed at a point designated by Lessee, with said gas to be used at Lessor's own risk and Lessee not to be in any way liable for any interruption or insufficient supply of such gas for said domestic use caused by pumping stations, breakage of lines or otherwise, and nothing herein shall prevent the Lessee from abandoning any well or wells or pipelines on the leased premises and removing the pipe therefrom at any time. If more than 200,000 cubic feet per year is used, the excess shall be paid for at the rate charged to domestic consumers in the same area, and in case of default in payment for gas used in excess of said 200,000 cubic feet, Lessee is hereby authorized to deduct the amount thereof from any royalty or other payments that are then due, or may later become due, under the terms of this lease. This privilege is granted upon condition that the Lessor shall use said gas in safe and proper pipes and appliances and shall subscribe to and be bound by the reasonable rules and regulations of the Lessee.

6. In addition to the covenants of general warranty hereinabove contained, Lessor further covenants and agrees, that if Lessor's title to the leased premises shall come into dispute or litigation, or, if, in the judgement of Lessees, there are bona fide adverse claims to the rentals or royalties hereinabove provided for, then Lessee, at its option, may withhold the payment of said rentals or royalties until final adjudication or other settlement of such dispute, litigation, claim or claims; and that Lessee, at its option, may pay and discharge any taxes, mortgages or other lien or liens, existing, levied, assessed or which may hereafter come into existence or be levied or assessed on or against the leased premises, and, in the event it exercises such option, Lessee shall be subrogated to the lien and any and all rights of any holder or holders thereof, and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien or liens, any rental or royalty accruing hereunder.

7. If and when drilling or other operations hereunder are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, weather, war, rebellion, insurrection, riot, strike, differences with workmen, failure of subcontractors, or failure of carriers to transport or furnish facilities for transportation, or as a result of some order, rule, regulation, requisition or necessity of the government, or any other recognized force majeure, or as the result of any other cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. 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 if such failure is the result of any such Law, Order, Rule or Regulation.

8. Lessee shall have the right at any time during the term of this lease or after the expiration or termination thereof to remove all machinery, fixtures, pipe lines, meters, well equipment, houses, buildings, and other structures which Lessee has placed or caused to be placed on said premises, including the right to pull and remove all casing and tubing.

9. If the Lessee shall begin operations for the commencement of a well during the terms of this lease or any extension thereof, the Lessee shall then have the right to complete the drilling of such wells, and if oil or gas or either of them be found in paying quantities, this lease shall continue and be in force and with like effect as if such well had been completed within the term first herein mentioned.

10. Lessee shall have the right to assign this lease or any interest therein and the assignee of Lessee shall have corresponding rights, privileges, and obligations with respect to said royalties and rentals as to the acreage assigned to it.

11. Lessee shall upon completion of the first productive well upon said premises make a diligent effort to obtain a pipeline connection but any delay shall not be counted against the Lessee provided Lessee shall resume delay rental payments for quarterly periods, beginning one year from the date that the first productive well shall be completed until first well shall be connected to a pipeline.

12. Lessee may, at any time during the term hereof, cancel and surrender this lease, and be relieved of any and all obligations, payments and liabilities thereafter to accrue as to the leased premises, by the mailing of a notice of such surrender, and a check covering all rentals, if any, due up to the date of such cancellation or surrender.

13. It is agreed that said Lessee may drill or not drill on said land as it may elect, and the consideration and rentals paid and to be paid hereunder constitute adequate compensation for such privilege.

14. It is agreed that said Lessee shall have the privilege of using free of charge sufficient water, oil and gas from the said premises to run all machinery necessary for drilling and operations thereon, and at any time to remove all machinery and fixtures placed on said premises.

15. No well shall be drilled by Lessee within 200 feet of the dwelling house or barn now on said premises, except by consent of Lessor.

16. The leased premises may be fully and freely used by Lessor for any purpose, excepting such parts as are used by Lessee in operation hereunder.

17. Lessee shall pay Lessor for all damages to growing crops, fences or trees caused by Lessee's operations and shall bury all permanent pipelines below plow depth through cultivated areas upon request of Lessor or within a reasonable length of time thereafter.

18. This instrument may be executed in counterparts each having the same validity as if the original. Should any one or more of the parties named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor.

19. Lessee is hereby granted the right to pool and unitize all or any part of the land described above with any other lease or leases, land or lands, mineral estates, or any of them whether owned by the Lessee or others, so as to create one or more drilling or production units. Such drilling or production units shall not exceed 640 acres in extent and shall conform to the rules and regulations of any lawful government authority having jurisdiction of the premises, and with good drilling or production practice in the area in which the land is located. In the event of the unitization of the whole or any part of the land covered by this lease, Lessee shall before or after the completion of a well, record a copy of its unit operation designation in the County wherein the leased premises are located, and mail a copy thereof to the Lessor. In order to give effect to the known limits of the oil and gas pool, as such limits may be determined from available geological or scientific information or drilling operations, Lessee may at any time increase or decrease that portion of the acreage covered by this lease which is included in any drilling or production unit, or exclude it altogether, provided that written notice thereof shall be given to Lessor promptly. As to each drilling or production unit designated by the Lessee, the Lessor agrees to accept and shall receive out of the production or the proceeds from the production from such unit, such proportion of the royalties specified herein, as the number of acres out of the lands covered by this lease which may be included from time to time in any such unit bears to the total number of acres included in such unit rather than the full amount of the royalty stated in section 2 above. The commencement, drilling, completion of or producing from a well on any portion of the unit created under the terms of this paragraph shall have the same effect upon the terms of this lease as if a well were commenced, drilled, completed or producing on the land described herein. In the event, however, that a portion only of the land described in this lease is included from time to time in such a unit, Lessee may at its option continue or extend the effectiveness of this lease as to the remaining acreage by the payment of the proportionate part of the delay rental attributable thereto. The free gas herein referred to shall be used only by the Lessor upon whose property the well is located.

20. Lessee, in its sole discretion, may plug and abandon any well which it has drilled on the leased premises.

21. Lessee shall be entitled during the term of this lease to lay and maintain pipelines on and across Lessor's premises to transport, without any fee payable therefor to Lessor, natural gas produced on the said tract of land and/or on other lands whether or not adjacent to the tract of land described herein.

Beyond the term of this lease, Lessees shall not be entitled to lay and maintain additional pipelines across Lessor's premises without specific written consent of Lessor, however any pipelines laid during the term of this lease shall continue to be operative at the Lessee's option without any fee payable to Lessor.

22. Lessee shall sell the production of the well on such terms and conditions as Lessee, in its sole discretion may deem appropriate. Lessee shall have no duty to obtain production sales terms which maximize the royalties payable to Lessor hereunder.

All the terms, conditions, limitations and covenants herein contained shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, successors, personal representatives and assigns, but no representations other than those herein contained shall be binding on either party.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

X Vivian Gallaher

SS# 173-34-3832

X John A. Gallaher

SS# 185-50-3924

X Brenda Gallaher

SS# 188-625927

X Jesse Daulton

SS# 200-26-5253

X Caroline Rutter (Seal)

SS# 171-32-7317

X Eugene Gallaher (Seal)

SS# 173-34-3516

X Vivian Gallaher (Seal)

SS# 171-32-6182

After Recording, Please Return To:  
TURM OIL, INC.  
290 VOGEL ROAD  
BUTLER, PA 16002

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

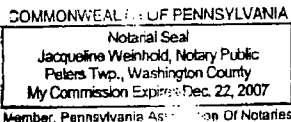
SS.

On this, the 1<sup>ST</sup> day of February, 2004, before  
me Jacqueline Weinhold, a notary public, the undersigned officer,  
personally appeared Irvin Galleher, Ginger Galleher, John Galleher,  
Brenda Galleher, Caroline Fulton, Jesse Fulton and Vivian  
Galleher

satisfactory proven to me to be the person S whose name S are subscribed to the within instrument,  
and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Jacqueline Weinhold  
Notary Public



ACKNOWLEDGEMENT

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

SS:

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

On this, the \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared

to me known to be the person described in, and who executed the foregoing instrument, and, \_\_\_\_\_ he duly acknowledged to me  
that \_\_\_\_\_ he executed the same.

Notary Public

My commission expires:

STATE OF WEST VIRGINIA

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

SS:

On this, the \_\_\_\_\_ day of \_\_\_\_\_, before  
me \_\_\_\_\_, the undersigned officer,  
personally appeared \_\_\_\_\_

being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing \_\_\_\_\_

In witness whereof, I hereunto set my hand and official seal.

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

Notary Public

Received for Recording \_\_\_\_\_ Lease # \_\_\_\_\_  
 Recorded \_\_\_\_\_ Map Ref. 109-G16-16  
 Book \_\_\_\_\_ Pg. \_\_\_\_\_ Renewal # \_\_\_\_\_  
 Expires \_\_\_\_\_

## OIL and GAS LEASE

THIS AGREEMENT made and entered into this the 20<sup>th</sup> day of July 19 97, by and between Irvin Gallaher, and Ginger Gallaher, his wife, Caroline Fulton and Jesse Fulton, her husband John Gallaher, and Brenda Gallaher (oil and gas owners)

hereinafter called Lessor (whether one or more), and Castle Gas Company, Inc.  
 hereinafter called Lessee, 3829 Willow Avenue  
P.O. Box 10357  
Pittsburgh, Pa. 15234

WITNESSETH, that said Lessor, in consideration of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, and of the covenants hereinafter contained on the part of said Lessee, to be paid, kept and performed, has granted, demised, leased and let, exclusively unto Lessee, with covenants of general warranty, for the purpose and with the rights of drilling, producing, and otherwise operating for oil and gas, and of laying pipe lines and building tanks, roads, stations, and electric power lines, houses for valves, meters, regulators and other appliances, with all other rights and privileges necessary, incident to or convenient for the operation of this land alone and jointly with neighboring lands, all that certain tract of land situate in the

Township of Chest County of Clearfield  
 State of Pennsylvania, and bounded substantially as follows:

On the North by lands of Wm. Jordan Jr.  
Ricketts  
 On the East by lands of \_\_\_\_\_  
Leroy Brink  
 On the South by lands of \_\_\_\_\_  
McCord and Sherwood  
 On the West by lands of \_\_\_\_\_

and containing, for the purpose of calculating rentals, 100 acres of land whether actually containing more or less; and part of all said land is described in that certain deed to Lessor from heirs of Fairy Gallaher

dated \_\_\_\_\_ recorded in Book 380 Page 179, in the Recorder's Office of said County.

1. It is agreed that this lease shall remain in force for a primary term of two (2) years from the date hereof and as long thereafter as the said land is operated by Lessee in the production of oil and gas.

2. (a) Lessee covenants and agrees to deliver to the credit of Lessor, his heirs or assigns, free of costs, in the pipe line to which said Lessee may connect its wells, a royalty of one-eighth (1/8) of native oil produced and saved from the leased premises.  
 (b) Lessee covenants and agrees to pay Lessor as a royalty for the native gas from each and every well drilled on said premises producing native gas, an amount equal to one-eighth (1/8) of the gross proceeds received from the sale of same at the prevailing price for gas sold at the well, for all native gas saved and marketed from the said premises, payable quarterly.

3. If Lessee shall not have either begun operations for the commencement of a well on the premises or on the premises pooled or unitized herewith within 60 days from the date hereof Lessee agrees to pay to the Lessor the sum of One thousand and 0/00's DOLLARS (\$ 1,000.00) annually,

commencing 60 days from date as a rental for 12 months such commencement is delayed, subject however to the right of cancellation hereinafter granted to Lessee, and it is understood and agreed that the rental as hereinbefore provided for is the chief consideration until commencement of a well. The commencement of a well, shall, however, be and operate as a full liquidation of all rentals thereafter accruing under this provision of this lease during the remainder of the term hereof. In the event of completion of a commercially unproductive well on the Premises the Lessee shall be under no obligation to make delay rental payments for a period of one year following the completion of such well. At the expiration of this rental free period, Lessee may continue to hold this lease for such further terms as it may desire, not to exceed the primary term thereof, upon the payment of the rentals above mentioned. Lessee may, at its option, pay rentals quarterly or annually

4. All payments under this lease shall be made by check or voucher to the order of 1/3 int. Irvin and or Ginger Gallaher Box 35 R.D.#1 Irvona, PA 16656 1/3 int. Caroline and or Jesse Fulton 769 Murray Ave. Apt. 321 Patton, PA 16668

until the Lessee shall have written notice from the Lessor, its heirs or assigns, accompanied by original or certified copies of deeds or other documents as Lessee may require evidencing such change of ownership directing payments to be made otherwise, and any payments made as above until such direction, and thereafter in accordance with such direction shall absolve the Lessee from any liability to any heir or assign of the Lessor. All payments or royalty are to be made according to Lessor's respective interest therein, as hereafter set forth, and this lease shall not be forfeited for Lessee's failure to pay any rentals or royalties until Lessee has received written notice by registered mail of such default and shall fail, for a period of thirty (30) days after receipt of such notice to pay same.

1/3 int. John and or Brenda Gallaher 41 Mall Rd. Etters, PA 17319

Current landowner may use free gas allotment at the sole discretion of lessee.

VOL 1863 PAGE 135

5. Lessor excepts and reserves a total amount of 200,000 cubic feet of gas annually or such part thereof as Lessor may use each year from the gas that Lessee may hereafter produce or otherwise have available from one gas production well completed and operated by Lessee hereunder upon the leased premises, which said amount of 200,000 cubic feet of gas per year Lessor shall be entitled to receive free of cost for heat and light in one dwelling house on the leased premises when and as long as Lessee may elect to produce or operate a well for the aforesaid purposes upon the leased premises, by Lessor laying the necessary lines and making connections at Lessor's cost at such point on the demised premises as may be designated by the Lessee, provided said gas is used with economical appliances and is measured by meter furnished by Lessee. The regulation of such gas will be by regulators furnished by Lessor, and approved by Lessee, placed at a point designated by Lessee, with said gas to be used at Lessor's own risk and Lessee not to be in any way liable for any interruption or insufficient supply of such gas for said domestic use caused by pumping stations, breakage of lines or otherwise, and nothing herein shall prevent the Lessee from abandoning any well or wells or pipelines on the leased premises and removing the pipe therefrom at any time. If more than 200,000 cubic feet per year is used, the excess shall be paid for at the rate charged to domestic consumers in the same area, and in case of default in payment for gas used in excess of said 200,000 cubic feet, Lessee is hereby authorized to deduct the amount thereof from any royalty or other payments that are then due, or may later become due, under the terms of this lease. This privilege is granted upon condition that the Lessor shall use said gas in safe and proper pipes and appliances and shall subscribe to and be bound by the reasonable rules and regulations of the Lessee.
6. In addition to the covenants of general warranty hereinabove contained, Lessor further covenants and agrees, that if Lessor's title to the leased premises shall come into dispute or litigation, or, if, in the judgement of Lessee, there are bona fide adverse claims to the rentals or royalties hereinabove provided for, then Lessee, at its option, may withhold the payment of said rentals or royalties until final adjudication or other settlement of such dispute, litigation, claim or claims; and that Lessee, at its option, may pay and discharge any taxes, mortgages or other lien or liens, existing, levied, assessed or which may hereafter come into existence or be levied or assessed on or against the leased premises, and, in the event it exercises such option, Lessee shall be subrogated to the lien and any and all rights of any holder or holders thereof, and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien or liens, any rental or royalty accruing hereunder.
7. If and when drilling or other operations hereunder are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, weather, war, rebellion, insurrection, riot, strike, differences with workmen, failure of subcontractors, or failure of carriers to transport or furnish facilities for transportation, or as a result of some order, rule, regulation, requisition or necessity of the government, or any other recognized force majeure, or as the result of any other cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. 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 if such failure is the result of any such Law, Order, Rule or Regulation.
8. Lessee shall have the right at any time during the term of this lease or after the expiration or termination thereof to remove all machinery, fixtures, pipe lines, meters, well equipment, houses, buildings, and other structures which Lessee has placed or caused to be placed on said premises, including the right to pull and remove all casing and tubing.
9. If the Lessee shall begin operations for the commencement of a well during the terms of this lease or any extension thereof, the Lessee shall then have the right to complete the drilling of such wells, and if oil or gas or either of them be found in paying quantities, this lease shall continue and be in force and with like effect as if such well had been completed within the term first herein mentioned.
10. Lessee shall have the right to assign this lease or any interest therein and the assignee of Lessee shall have corresponding rights, privileges, and obligations with respect to said royalties and rentals as to the acreage assigned to it.
11. Lessee shall upon completion of the first productive well upon said premises make a diligent effort to obtain a pipeline connection but any delay shall not be counted against the Lessee provided Lessee shall resume delay rental payments for quarterly periods, beginning one year from the date that the first productive well shall be completed until first well shall be connected to a pipeline.
12. Lessee may, at any time during the term hereof, cancel and surrender this lease, and be relieved of any and all obligations, payments and liabilities thereafter to accrue as to the leased premises, by the mailing of a notice of such surrender, and a check covering all rentals, if any, due up to the date of such cancellation or surrender.
13. It is agreed that said Lessee may drill or not drill on said land as it may elect, and the consideration and rentals paid and to be paid hereunder constitute adequate compensation for such privilege.
14. It is agreed that said Lessee shall have the privilege of using free of charge sufficient water, oil and gas from the said premises to run all machinery necessary for drilling and operations thereon, and at any time to remove all machinery and fixtures placed on said premises.
15. No well shall be drilled by Lessee within 200 feet of the dwelling house or barn now on said premises, except by consent of Lessor.
16. The leased premises may be fully and freely used by Lessor for any purpose, excepting such parts as are used by Lessee in operation hereunder.
17. Lessee shall pay Lessor for all damages to growing crops, fences or trees caused by Lessee's operations and shall bury all permanent pipelines below plow depth through cultivated areas upon request of Lessor or within a reasonable length of time thereafter.
18. This instrument may be executed in counterparts each having the same validity as if the original. Should any one or more of the parties named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor.



#19 does not apply  
VOL 1853 PAGE 136

19. Lessee is hereby granted the right to pool and unitize all or any part of the land described above with any other lease or leases, land or lands, mineral estates or any of them whether owned by the Lessee or others, so as to create one or more drilling or production units. Such drilling or production units shall not exceed 640 acres in extent and shall conform to the rules and regulations of any lawful government authority having jurisdiction of the premises, and with good drilling or production practice in the area in which the land is located. In the event of the unitization of the whole or any part of the land covered by this lease, Lessee shall before or after the completion of a well, record a copy of its unit operation designation in the County wherein the leased premises are located, and mail a copy thereof to the Lessor. In order to give effect to the known limits of the oil and gas pool, as such limits may be determined from available geological or scientific information or drilling operations, Lessee may at any time increase or decrease that portion of the acreage covered by this lease which is included in any drilling or production unit, or exclude it altogether, provided that written notice thereof shall be given to Lessor promptly. As to each drilling or production unit designated by the Lessee, the Lessor agrees to accept and shall receive out of the production or the proceeds from the production from such unit, such proportion of the royalties specified herein, as the number of acres out of the lands covered by this lease which may be included from time to time in any such unit bears to the total number of acres included in such unit rather than the full amount of the royalty stated in section 2 above. The commencement, drilling, completion of or producing from a well on any portion of the unit created under the terms of this paragraph shall have the same effect upon the terms of this lease as if a well were commenced, drilled, completed or producing on the land described herein. In the event, however, that a portion only of the land described in this lease is included from time to time in such a unit, Lessee may at its option continue or extend the effectiveness of this lease as to the remaining acreage by the payment of the proportionate part of the delay rental attributable thereto. The free gas herein referred to shall be used only by the Lessor upon whose property the well is located.

20. Lessee, in its sole discretion, may plug and abandon any well which it has drilled on the leased premises.

21. Lessee shall be entitled during the term of this lease to lay and maintain pipelines on and across Lessor's premises to transport, without any fee payable therefor to Lessor, natural gas produced on the said tract of land and/or on other lands whether or not adjacent to the tract of land described herein.

Beyond the term of this lease, Lessee shall not be entitled to lay and maintain additional pipelines across Lessor's premises without specific written consent of Lessor, however any pipelines laid during the term of this lease shall continue to be operative at the Lessee's option without any fee payable to Lessor.

22. Lessee shall sell the production of the well on such terms and conditions as Lessee, in its sole discretion may deem appropriate. Lessee shall have no duty to obtain production sales terms which maximize the royalties payable to Lessee hereunder.

All the terms, conditions, limitations and covenants herein contained shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, successors, personal representatives and assigns, but no representations other than those herein contained shall be binding on either party.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

*James Hallaker*

SS.# 171-32-6182

*James Hallaker*

SS.# 173-34-3516

*Pauline Aultor*

SS.# 171-32-7317

*X Jesse Aultor* (Seal)

SS.# 200-26-5253

*X John H. Hallaker* (Seal)

SS.# 185-50-3924

*X Brenda Hallaker* (Seal)

SS.# 188625927

I hereby CERTIFY that this document  
is filed in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Stark*

Karen L. Stark  
Recorder of Deeds

8-8-97  
CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 1:31 PM  
BY *Pauline Aultor*  
FEES 14.50  
Karen L. Stark, Recorder

COMMONWEALTH OF PENNSYLVANIA

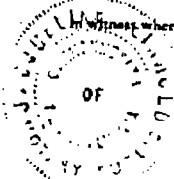
COUNTY OF Washington

SS.

On this, the 20<sup>th</sup> day of July, 1927, before  
 me Jacqueline Weinhold, the undersigned officer,  
 personally appeared Irvin Galleher, Ginger Galleher, Caroline Fulton,  
Jesse Fulton, John Galleher and Brande Galleher

satisfactory proven to me to be the person S whose name S are subscribed to the within instrument,  
 and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Jacqueline Weinhold  
 Notary Public

Notarial Seal  
 Jacqueline Weinhold, Notary Public  
 P.O. Box 117, Washington County  
 My Commission Expires Dec. 20, 1927  
 Member, Pennsylvania Association of Notaries

## ACKNOWLEDGEMENT

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

SS.

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

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared

so me known to be the person described in, and who executed the foregoing instrument, and, \_\_\_\_\_ he duly acknowledged to me  
 that \_\_\_\_\_ he executed the same.

Notary Public

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

STATE OF WEST VIRGINIA

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

SS.

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before  
 me \_\_\_\_\_, the undersigned officer,  
 personally appeared \_\_\_\_\_

being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing \_\_\_\_\_

In witness whereof, I hereunto set my hand and official seal.

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

Notary Public

Entered of Record 8-8 1927 1:31 PM Karen L. Starck, Recorder

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF PENNSYLVANIA

COUNTY OF CLEARFIELD

KNOW ALL MEN BY THESE PRESENTS THAT:

Castle Gas Company, Inc., a Pennsylvania corporation of P O Box 10337, Pittsburgh, PA 15234, hereinafter, "Assignor", for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby bargain, sell, transfer, assign and convey unto Petroleum Development Corporation, a Nevada corporation, of 103 E. Main Street, Bridgeport, West Virginia 26330, hereinafter "Assignee", and its successors and assigns, all of Assignor's working interests in and to the undeveloped oil and gas leases (the "Leases") set out on Exhibit "A" attached hereto and made a part hereof, together with any extensions of the Leases, together with the rights thereto.

This Assignment is made subject to the following:

1. The terms and conditions of that certain unrecorded Letter Agreement between the Assignor and Assignee, dated July 10, 1997.

2. Assignor hereby excepts and reserves a one thirty-second of eight eighths ( $1/32$  of  $8/8$ ) overriding royalty to itself and to William Hayward and Jacqueline Weinhold, and their respective heirs, legal representatives, successors and assigns, to be paid to them by Assignee and its successors and assigns in the proportions set forth below, in each well drilled on the Leases and the proceeds of the oil, gas and other liquid and gaseous hydrocarbons produced therefrom. Such overriding royalty will be reduced by its proportionate share of costs for taxes, third-party transportation and compression and fuel usage.

.78% to William Hayward, 5911 Cedar Glenn Drive, North Huntingdon, PA 15642

.78% to Jacqueline Weinhold, 102 Bittersweet Circle, Venetia, PA 15367

1.565% to Castle Gas Company, Inc., P O Box 10337, Pittsburgh, PA 15234

3. The terms and conditions of the Leases and of all agreements of record relating to the Leases and the drilling, operation and maintenance of, and production from, wells hereafter located on the premises subject to the Leases.

4. If the working interest assigned hereby in any Lease is less than one hundred percent (100%), then the overriding royalty hereby excepted and reserved as to the wells drilled on such Lease shall be reduced proportionately to correspond with the working interest actually assigned hereby as to such Lease. leases.

5. The Assignment is made without warranty of title, either expressed or implied, except as against the lawful claims and demands of all parties claiming by, through or under Assignor; however, Assignor grants to Assignee the benefit of all previous warranties in Assignor's chain of title.

IN WITNESS WHEREOF, this Assignment is executed this 10<sup>th</sup> day of September, 1997.

WITNESSES:

CASTLE GAS COMPANY, INC.

[Signature]

By:

[Signature]  
E. R. Rigatti, President

## ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA )

) SS:

COUNTY OF ALLEGHENY )

On this, the 10<sup>th</sup> day of September, 1997, before me, a Notary Public, personally appeared E. R. Rigatti, who acknowledged himself to be the President of CASTLE GAS COMPANY, Inc., A Pennsylvania corporation, and that he as such President, being duly authorized to do so, executed the foregoing instruments for the purposes therein contained by signing the name of the corporation by himself as the President.

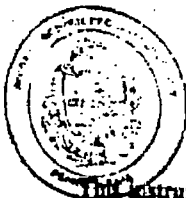
My commission expires:

7/12/2001

[Signature]  
Notary Public

Notarial Seal  
Casimir A. Bernacki, Notary Public  
Scott Twp., Allegheny County  
My Commission Expires July 12, 2001  
Member, Pennsylvania Association of Notaries

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



Karen L. Starck

This instrument is recorded in the

Petroleum Development Corporation  
103 East Main Street  
Bridgeport, WV 26330

9-14-97  
CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 12:52 PM  
BY [Signature]  
FEES 72.00  
Karen L. Starck, Recorder

## EXHIBIT "A"

CASTLE GAS COMPANY, INC. LEASES  
Clearfield County, PA

Entered of Record 9-19-1997, 12:52 PM Karen L. Storch, Recorder

**LESSOR**  
 Leroy G. Brink et ux  
 Andrew Chaplin, Mary Chaplin  
 Carl A. Belin Est./Trust  
 Bert C. Johnston  
 Jean Bacharach Gallaher and  
 Charles Gordon Harrington Trust  
 Carl M. Beck et ux  
 Marilyn K. Brink et al  
 C. George Brink et ux  
 Leroy G. Brink et ux  
 C. George Brink, Jr. et al  
 Clearfield Bank & Trust Co.  
 and Julia S. Spingola, trustees  
 under the will of Daniel J. Spingola  
 John M. Chase Sr. Estate  
 Mike G. Varusok  
 Dorothy Silver  
 Alfred E. Smith et al  
 Alfred E. Smith et al  
 Irene C. Sherwood et al  
 Irene C. Sherwood et al  
 Irene C. Sherwood et al  
 Shannon Land & Mining Co  
 Shannon Land & Mining Co.  
 William J. McGarvey et ux  
 Robert S. Miles et ux  
 Joseph P. Leyo et ux  
 Donald L. Kelce et al  
 Thomas W. Hazellon et ux  
 Lawrence Garner et al  
 Irvin Gallaher et al  
 William J. Dunsmore et ux  
 Peter W. Summers et ux

LEASE DATE	BOOK/PAGE	ACREAGE	COUNTY	TOWNSHIP	STATE
03/25/96	1787/496	152.0	Clearfield	Chest	PA
10/08/96	1863/142	38.0	Clearfield	Jordan	PA
07/26/97	1863/138	38.0	Clearfield	Jordan	PA
07/26/97	1863/130	38.0	Clearfield	Jordan	PA
01/25/96	1786/551	57.0	Clearfield	Jordan	PA
07/20/96	1789/237	62.0	Clearfield	Chest	PA
10/21/96	1807/436	25 & 66	Clearfield	Chest	PA
06/14/96	1787/486	92.5	Clearfield	Chest	PA
03/25/96	1787/502	212.0	Clearfield	Chest	PA
06/14/96	1787/490	50.19	Clearfield	Chest	PA
03/04/96	1787/482	61.11	Clearfield	Jordan	PA
01/25/96	1786/536	19.0	Clearfield	Jordan	PA
12/09/96	1823/367	39.08	Clearfield	Chest	PA
03/31/96	1787/494	98.6	Clearfield	Chest	PA
12/15/95	1786/507	100.0	Clearfield	Chest	PA
12/04/96	1786/503	70.0	Clearfield	Jordan	PA
03/01/96	1786/531	78 & 47	Clearfield	Chest	PA
03/26/96	1786/499	103.0	Clearfield	Chest	PA
03/01/96	1786/536	107.0	Clearfield	Chest	PA
08/08/96	1792/545	169.0	Clearfield	Jordan	PA
08/08/96	1792/540	74 + 85 (159)	Clearfield	Jordan	PA
02/15/96	1787/458	100.0	Clearfield	Chest	PA
08/08/96	1792/536	109.0	Clearfield	Chest	PA
10/21/96	1807/432	44 (20 & 24)	Clearfield	Chest	PA
07/22/96	1789/233	45.0	Clearfield	Jordan	PA
07/13/96	1789/249	46.15	Clearfield	Chest	PA
07/31/96	1789/229	33.4	Clearfield	Chest	PA
07/20/97	1863/134	100.0	Clearfield	Chest	PA
02/26/96	1787/454	53.56	Clearfield	Jordan	PA
12/04/96	1787/466	50.9	Clearfield	Jordan	PA

198/3

See Consolidation Dec. 10 Oil Assign/Convey/Bury Sale 156/1295 10/8/95  
Dec'd & Recorded 1006 Cy 36 4-13-85

BOOK 198 PAGE 003

INTER-AMERICA ENERGY P.O. BOX 2156 WARREN, OHIO 44484

## OIL AND GAS LEASE

AGREEMENT, made and entered into this 2nd day of May A.D. 19 75  
by and between Chas. J. Gallaher and  
Fairy A. Gallaher, husband and wife  
RP  
Doona, Penn. 16656

of \_\_\_\_\_ party of the first part, hereinafter called Lessor (whether one or more),  
and INTER-AMERICA ENERGY party of the second part, hereinafter called Lessee,

1. WITNESSETH: That the Lessor, in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and all of the constituents of either in and under the land hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and of storing gas of any kind in any formation underlying the land, and also the right to enter thereon at all times for the purpose of drilling and operating for oil gas and water, laying pipe lines, erecting tanks, machinery, powers and structures, and to possess, use, and occupy so much of said premises as is necessary and convenient for said purposes and to convey the above named products therefrom or thereto by pipe lines or otherwise said land being situated in Ches District, Township, County of Clarke State of Pennsylvania and described as follows, to-wit: Bounded on the \_\_\_\_\_ Lot \_\_\_\_\_ Section \_\_\_\_\_ Range \_\_\_\_\_

NORTH by lands of Traylor  
EAST by lands of B. Ricketts  
SOUTH by lands of W. B. Spruwell  
WEST by lands of W. B. Ricketts Jordan  
Containing 100 acres, more or less and being the same land conveyed to lessor by \_\_\_\_\_ by deed dated \_\_\_\_\_ and recorded in said county records in \_\_\_\_\_ Book No. \_\_\_\_\_ Page \_\_\_\_\_

2. It is agreed that this lease shall remain in force for a primary term of 10 years from this date and as long thereafter as operations for oil or gas are being conducted on the premises, or oil or gas is found in paying quantities thereon, or any formation underlying the herein leased land is used for storage of gas as provided under paragraph 7 hereof.

3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipe line to which he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, and shall pay Lessor one-eighth (1/8)

for all gas and casing head gas produced and sold from the premises, payable monthly, provided, Lessee shall pay Lessor a royalty at the rate of Fifty Dollars per year on each provided, Lessee shall pay Lessor a royalty at the rate of Fifty Dollars per year on each premises, and while said royalty is so paid said well shall be held to be a paying well under paragraph 2 hereof.

4. The Lessee shall commence operations for a well on the premises on or before 5-2, 19 76, unless

Lessee pays thereafter a rental of \$100.00 per year payable annually or quarterly (at Lessee's option) thereafter until said well is commenced or this lease is surrendered. The consideration first, recited herein, the down payment, shall cover not only the privilege granted to the date when first said rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid, and any and all other rights conferred. The drilling of a non-productive well shall be accepted by the Lessor in lieu of delay rental for a period of one year after its completion, and following the exhaustion or abandonment of all wells the Lessee shall have the right for a period of one year to resume the payment of delay rental or commence operations for another well. Upon the resumption of payment of rentals the provisions hereof governing such payment and the effect thereof shall continue in force as though they had not been interrupted.

5. All monies coming due hereunder shall be paid, attempted to be paid or tendered to County National direct, or by check payable to his (or her) order mailed to Makona, Pa. 16661 and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any conditions provided for herein unless the Lessee shall refuse or neglect to pay or perform the same for ninety days after having received written notice by registered mail from the Lessor of his intention to declare such default.

6. Lessor reserved 200,000 cubic feet of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

7. Lessee shall have the right to use any formation underlying the leased premises for the storage of gas and shall have all rights and rights-of-way necessary to store and produce such stored gas. As full payment for such storage rights, the Lessee shall pay to the Lessor a rental at the rate of 100 per acre per year, while the premises are so used, and so long as the storage payment is made, all provisions of this lease shall remain in full effect.

8. Lessor further grants to the Lessee, his heirs and assigns, the right to unitize this lease with other leases to form a drilling unit or units according to the rules and regulations which may be adopted for the proper development and conservation of the field. In the event this lease is so unitized, the Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of the royalty above provided, as the acreage covered by this lease bears to the total acreage comprising the unit.

9. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.

10. No well may be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lessor. 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. Lessee shall pay for damages caused by its operations to growing crops on said lands, and when requested by Lessor, shall bury its pipe lines below plow depth.

11. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed. In event this lease shall be assigned as to any part or parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or effect this lease insofar as it covers a part or parts of said land upon which the said Lessee or any assignee thereof shall make due payment of said rental. 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 a written transfer or assignment or a certified copy thereof.

Exhibit P

12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancellation, after which all payments and liabilities hereunder thereafter shall cease and determine, 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 the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by mail addressed to the post office address of such person, or by recording a duly executed surrender thereof in the Recorder's office of the County in which the land is located.

13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee at its option may pay, discharge or redeem 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 any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens.

14. It is expressly agreed that if the 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. If after the expiration of the term of this lease production from the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes operations within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, then as long as oil or gas is produced in paying quantities.

15. 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. The terms, conditions and stipulations hereof shall extend to the respective heirs, executors, administrators, successors and assigns of the parties hereto.

16. Lessor states that no oil or gas well or wells have been drilled on the premises and that no oil or gas or other minerals is now being produced therefrom. That Lessor is not receiving any payments from any other lease, and that any past lease has now terminated in accordance with its terms thereof.

Witness the hands and seals of the parties hereto the day and year first above written.

WITNESS  
Joan A. Jones  
Joan A. Jones  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

x Clair J. Galloway (SEAL)  
 x Fairy A. Galloway (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

# ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS

STATE OF PENNSYLVANIA

COUNTY OF Clearfield TWP. OF Chest

On this 8th day of May, 1975 before me personally came Joan A. Jones  
 the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me  
 duly sworn, did depose and say that She resided at the time of the  
 execution of said instrument, and he still resides at R.D. #1 HINSDALE, N.Y., that he is  
 and then was acquainted with Clair J. + Fairy A. Galloway and knew them to be the individual(s)  
 described in, and who executed the foregoing instrument; that he, said subscribing witness was present and  
 saw said execute the same; and that he, said witness, at the same time subscribed his name as witness  
 there to.

NOTARY PUBLIC

JOSEPH J. FRAMPTON, Justice of the Peace,  
 14 N. Third Street, Bradford, Pa. 16701  
 My Commission Expires Jan. 1, 1976

Entered of Record June 6 1975 4:00 Cecil A. Burt

NOTARY PUBLIC

OIL GAS AND STORAGE LEASE

No.

Acres

To

Post Office

From

Date

19

Terms

Years

LOCATED

Rec'd for Record

19

Recorded

19

Book

Page

County Recorder

CLEARFIELD COUNTY  
 ENTERED OF RECORD 6-6-75  
 Time 1:50 PM  
 By Dan C. Burt  
 Fees 1.50  
 Cecil A. Burt, Recorder

CONSOLIDATION OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, THE LENAPE RESOURCES CORPORATION, whose address is 1011 Route 22, Bridgewater, New Jersey 08807, the owner and/or Operator of the Lessee's interests under the Oil and Gas Leases hereinafter described, does hereby elect to pool and unitize all or a portion of the lands covered by each of said Oil and Gas Leases set forth to form a drilling or production unit of 516.0 acres more or less which Leases cover lands situated in and being part of the Town of Jordan, Clearfield County, Pennsylvania; and which leases are incorporated herein by reference as follows:

Oil and Gas Lease from Bill A. Ricketts and Luanne M. Ricketts, to The Lenape Resources Corporation dated November 26, 1984, and recorded in Misc. Book 990 at Page 355 of the Clearfield County Lease Records.

Oil and Gas Lease from John Ricketts and Kathryn Ricketts to Inter-America Energy, dated May 2, 1975, and recorded in Misc. Book 197 at Page 578 of the Clearfield County Lease Records.

Oil and Gas Lease from Leroy G. Brink and Ethel M. Brink to Inter-America Energy, dated May 2, 1975, and recorded in Misc. Book 197 at Page 566 of the Clearfield County Lease Records.

Oil and Gas Lease from Clair G. Gallaher and Fairy A. Gallaher to Inter-America Energy, dated May 2, 1975, and recorded in Misc. Book 198 at Page 003 of the Clearfield County Lease Records.

Oil and Gas Lease from Heuber Frailey and Marion Frailey, to Inter-America Energy, dated April 30, 1975, recorded in Misc. Book 198 at Page 041 of the Clearfield County Lease Records.

That portion of the above set forth Leases which are consolidated by the within Unit designation are bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

In accordance with the terms and conditions of each of said Leases, the landowners' one-eighth (1/8th) Royalty as therein provided shall be payable to and in proportion to that leases contribution to the entire unit.

The within Consolidation is made by the Lessee in conformity with the terms and condition of the aforesaid Oil and Gas Leases, which grant to the Lessee the right to pool and unitize the leased premises with other lands to form a development unit.

In the event of failure of Title of any tract in the within Unit, the Lessee may, at its option, withdraw any tract designated as a part of the within Unit from the within Unit as of the within date or at such date as the Lessee determines, in its sole

RECORD AND RETURN TO:  
The Lenape Resources Corporation  
28 Harvester Ave.  
Batavia, New York 14020



discretion. Lessee reserves the right to amend, alter or cancel the within Unit Agreement at its sole option; provided, however, that any such alteration, amendment or cancellation shall be in conformance with the terms and conditions of the oil and gas leases referred to herein. The Lessee further reserves the right to amend, alter or change the within designated Unit, if, in the sole opinion of the Lessee, an alteration or change in the unit would be beneficial in connection with the development of the designated consolidation Unit.

IN WITNESS WHEREOF, THE UNDERSIGNED, THE LENAPE RESOURCES CORPORATION, by W. E. Bulmer, its President, hereunto set his hand this 9th day of April, 1985.

WITNESS:

THE LENAPE RESOURCES CORPORATION

Andrew M. Stomski

By: W. E. Bulmer  
W. E. Bulmer, President

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF GENESEE )

On this 9th day of April, 1985, before me personally came W. E. BULMER, to me known, who, being by me duly sworn, did depose and say that he resides at: 154 Pearl Street, Batavia, New York 14020; that he is the PRESIDENT of THE LENAPE RESOURCES CORPORATION, the corporation described in and which executed the above instrument; that he signed his name thereto by order of the Board of Directors of said corporation.

Julie L. Howe  
Notary Public

JULIE L. HOWE  
Notary Public, State of NY  
Qualified in Genesee County  
My Commission Expires Mar. 30, 86

CLEARFIELD COUNTY  
ENTERED OF RECORD 4-12-85  
TIME 10:15 AM  
BY The Lenape Resources Corp  
FEES 13.50  
Michel R. Lytle, Recorder

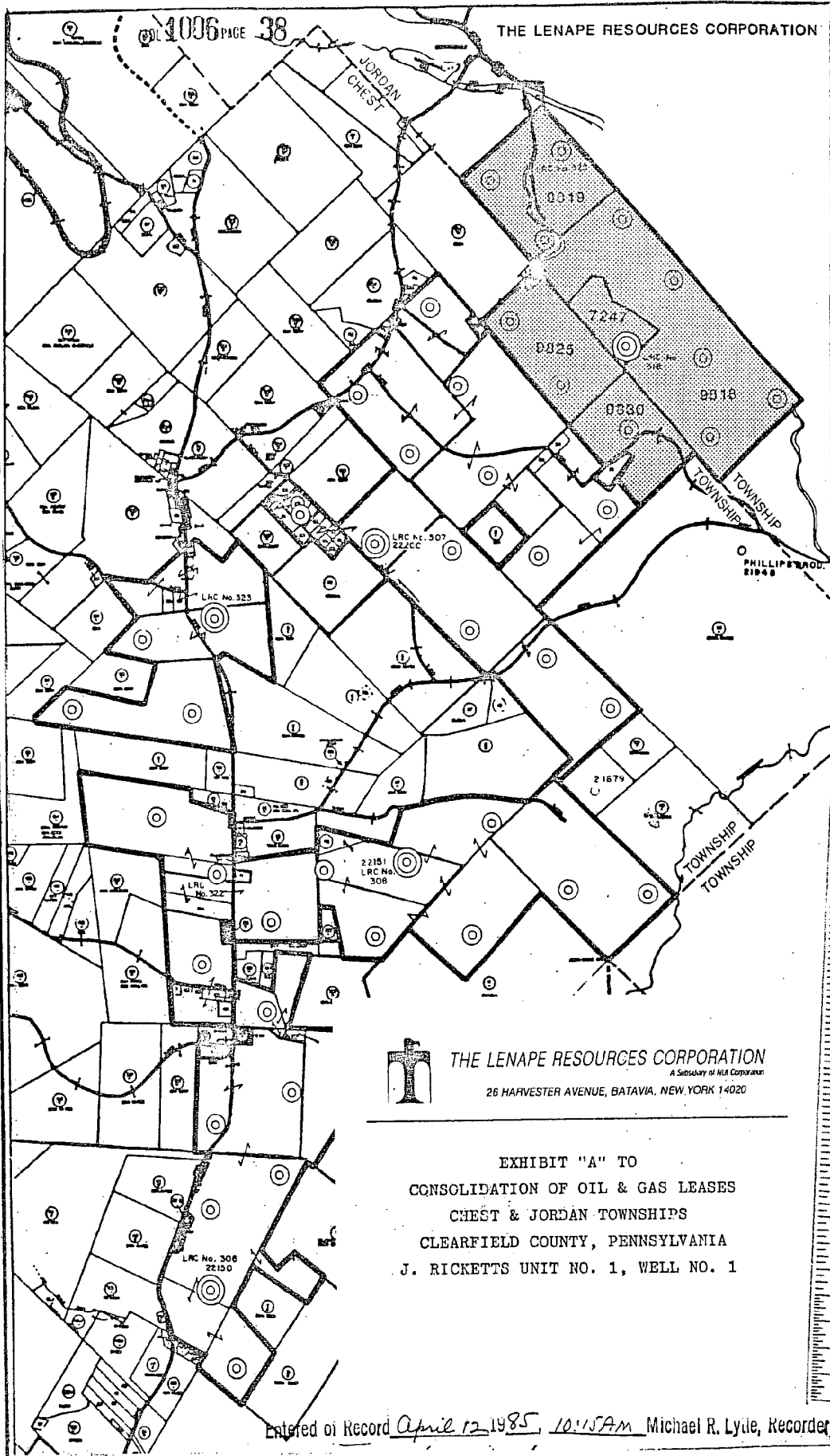


STATE OF PENNSYLVANIA:  
COUNTY OF CLEARFIELD: SS  
RECORDED in the Recorder's Office in and for said  
County in Deeds and Records Book No. 1006  
Page 36 etc.

WITNESS my hand and seal of office this  
12 day of April A.D. 1985

Michael R. Lytle Recorder

My Commission Expires  
First Monday in January, 1988



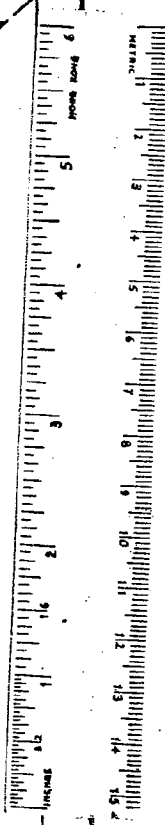
THE LENAPE RESOURCES CORPORATION

A Subsidiary of NGL Corporation

26 HARVESTER AVENUE, BATAVIA, NEW YORK 14020

EXHIBIT "A" TO  
CONSOLIDATION OF OIL & GAS LEASES  
CHEST & JORDAN TOWNSHIPS  
CLEARFIELD COUNTY, PENNSYLVANIA  
J. RICKETTS UNIT NO. 1, WELL NO. 1

Entered on Record April 12, 1985 10:11 AM Michael R. Lytle, Recorder



Record & Return to: KCS Lenape Resources Corporation  
9489 Alexander Road  
Alexander, NY 14005

VOL 1561 PAGE 295

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE, made and entered into this 27<sup>th</sup> day of September, 1993, but effective at 11:59 P.M. on September 30, 1993, by and between THE LENAPE RESOURCES CORPORATION, a New Jersey corporation with a principal place of business at 9489 Alexander Road, Alexander, New York 14005 (herein called "Assignor"), and KCS LENAPE RESOURCES CORPORATION, a New York corporation with a principal place of business at 9489 Alexander Road, Alexander, New York 14005 (herein called "Assignee").

WITNESSETH: Assignor, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration from the Assignee, the receipt of which is hereby acknowledged, does hereby bargain, sell, grant, assign, transfer and release unto Assignee, its successors and assigns, all of its right, title and interest in and to the following described properties:

- (a) The wells described in Exhibit "A" annexed hereto and made a part hereof located in the County of Clevesfield, Commonwealth of Pennsylvania, together with all appurtenances thereto, including all tubular goods, production equipment, tanks, meters, valves, flowlines, and any other materials or facilities both surface and downhole, installed and used in the operation of said wells (the "Wells"); and
- (b) All oil and gas leases and other property interests located in the County of Clevesfield, Commonwealth of Pennsylvania listed on Exhibit "A" annexed hereto, together with all records pertaining to any of said leases (the "Leases").

TREC -- KIRC

Assignment Exhibit "A"

Page 1 of 1

FROM THE LEMPA RESOURCES CORPORATION  
TO: KCS LEMPA RESOURCES CORPORATIONEffective: OCTOBER 1, 1993  
PROPERTY BEING ASSIGNED  
All located in CLEARFIELD COUNTY, Pennsylvania

## EXHIBIT - A -

LOC #	WELLS	OPERATION	WELL NO	WELL NAME	ORRI	TOWN	INVOLVED LEASE(S)	GROSS ACRES	RECORDED LIBER/PAGE
309	Marie Snyder #1	EAC	50.00000X	42.18750X	3.12500X	Knox	Marie Snyder	100.0	197/590
310	Thomas Clegg #1	EAC	50.00000X	42.18750X	3.12500X	Knox	Thomas Clegg et ex	50.0	198/65
311	Clifford Johnson #1	EAC	50.00000X	42.18750X	3.12500X	Knox	Clifford B. Johnson et ux	101.0	197/584
312	Elva Rea Tr.-1 #1	BR O&G	0.00000X	0.00000X	3.12500X	Knox	Elva Rea	136.0	197/594
313	Elva Rea Tr.-2 #1	EAC	50.00000X	42.18750X	3.12500X				
314	Marie Snyder Tr.-2 #1	BR O&G	0.00000X	0.00000X	3.12500X	Knox	Marie Snyder	50.0	197/588
315	Marie Snyder Tr.-1 #1	BR O&G	0.00000X	0.00000X	3.12500X	Knox	Marie Snyder	50.0	197/592
330	Myal Cathcart SU Tract #1	EAC	-rights uncertain-			Knox	Myal Cathcart et ux	100.0	201/263
331	Myal M. Cathcart & Lewis Cathcart Heirs Unit #1	EAC	-rights uncertain-			Knox	Myal M. Cathcart et ux Lewis Cathcart Heirs (Unit operation designation)	100.0 27.0 127.0	201/261 1006/221 1011/077
318	J. Ricketts Unit #1	LEAPE	100.00000X	87.50000X	0.00000X	Knox	John & Kathryn Ricketts Bill & Luann Ricketts Leroy G. Brink et al Clair J. Gallaher et al	246.0 36.5 163.0 100.0	197/578 201/265 197/566 198/003
na	Mid State Bank #1	EAC	0.00000X	0.00000X	2.73438X	Bigler	Mid State Bank & Trust	1815.0 237.0 2525.0 1283.0	919/192 919/197 919/202 919/208
na	Susie McClintock #1	EAC	-rights uncertain-			Knox	S. McClintock	33.0	1032/050
na	Charles Mays #2	EAC	-rights uncertain-			Knox	Charles Mays	139.0	1069/058
na	Charles Mays #3	EAC	-rights uncertain-			Knox	Charles Mays	139.0	1069/058
na	Mark Caldwell #3	EAC	-rights uncertain-			Knox	Mark Caldwell	33.0	na
na	F.J. Meibauer #1	SP1	0.00000X	0.00000X	1.56250X	Beccaria / Chest	Frank J. Meibauer et al	174.0	197/576
na	R.C. Johnston #1	SP1	0.00000X	0.00000X	1.56250X	Jordan	Ronald C. Johnston et al	50.0	198/057
na	E.C. Sawyer #1	SP1	0.00000X	0.00000X	1.56250X	Jordan	Ellsworth C. Sawyer et al	120.0	197/580

EAC = Eastern American Energy Corp. // BR O&amp;G = Bricks Run Oil &amp; Gas // SP1 = Stratigraphic Petroleum, Inc. // LEAPE = Lempa Resources

Entered of Record Oct 8 1993, 2:55pm Karen L. Stauch, Recorder

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**  
ARDENT RESOURCES INC

Instrument Number - 200501995  
Recorded On 2/11/2005 At 12:54:09 PM  
\* Instrument Type - ASSIGNMENT  
\* Total Pages - 3  
Invoice Number - 124764  
\* Assignor - LENAPE RESOURCES INC  
\* Assignee - ARDENT RESOURCES INC  
\* Customer - ARDENT RESOURCES INC

**\* FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$28.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Exhibit <sup>ac</sup> S <sup>50</sup>

## ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That LENAPE RESOURCES, INC., a corporation organized under the laws of the State of New York, having an office at 9489 Alexander Road, Alexander, New York, 14005, the "Assignor", for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto ARDENT RESOURCES, INC., a New York corporation, having its offices located at 61 McMurray Road, Suite 204, Pittsburgh, Pennsylvania 15241, the "Assignee", all Assignor's right, title and interest in and to the Oil and Gas Leases, Well(s) and Unit(s) described in Exhibit "A" attached hereto, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith, including but not limited to pipelines.

1. This Assignment shall transfer and convey the working interest in the well described in Exhibit "A", contemplated by Assignor and Assignee to be One Hundred Percent (100%) of the working interest, which is located on the lands covered by the Oil and Gas Leases herein conveyed, together with the associated interest in well equipment and flowlines. This agreement also includes a like interest in permits, licenses, easements, rights-of-way, orders, gas purchase contracts (specifically, that certain Gas Purchase Contract dated March 7, 2001 between Great Lakes Energy Partners, LLC, Buyer and Lenape Resources, Inc., Seller), transportation agreements, processing agreements, and all other contractual rights associated with the production from said lands.
2. This Assignment is made subject to the terms and conditions of the Oil and Gas Leases described in Exhibit "A".
3. The Assignor is making this Assignment without any warranties whatsoever and is conveying the property on an "as-is", "where-is" basis, except that the Assignor warrants that it has not previously conveyed to any other parties or encumbered such properties by its own act.
4. Assignor excepts and reserves from this Assignment unto itself an overriding royalty of 2% of 100% of all gas produced from that certain existing well identified as the J. Ricketts Unit #1 well (API #033-22252).

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed this 5<sup>th</sup> day of January, 2005, with an effective date of December 1, 2004.

WITNESS:

Keri McElveron

LENAPE RESOURCES, INC.

By: John C. Holko  
Its: President

STATE OF New York )

) SS:

COUNTY OF Genesee

On this 5<sup>th</sup> day of January, in the year 2005, Before me, the undersigned, a Notary Public in and for said State, personally appeared John C. Holko, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed this instrument.

Patricia Ann Sanders  
Notary Public

PATRICIA ANN SANDERS  
Notary Public, State of New York  
Qualified in Genesee County  
Commission Expires June 2, 2006

My commission expires

# Exhibit "A"

<u>LESSOR</u>	<u>LESSEE</u>	<u>TOWN</u>	<u>COUNTY</u>	<u>STATE</u>	<u>LEASE</u>			<u>PAGE</u>
					<u>DATE</u>	<u>ACRES</u>	<u>VOLUME</u> or Instrument No.	

## OIL AND GAS LEASES:

John Ricketts and Kathryn Ricketts	Inter-America Energy	Jordan	Clearfield	PA	5/2/75	246	197	578
Leroy G. Brink and Ethel M. Brink	Inter-America Energy	Chest	Clearfield	PA	5/2/75	163	197	566
Bill A. Ricketts and Luanne M. Ricketts	The Lenape Resources Corporation	Jordan	Clearfield	PA	11/26/84	36	990	355
Clair G. Gallaher and Fairy A. Gallaher	Inter-America Energy	Chest	Clearfield	PA	5/2/75	100	198	3
Bill A. Ricketts and Luanne M. Ricketts	Ardent Resources, Inc. and Lenape Resources corporation	Jordan	Clearfield	PA	12/14/04	235	200501583	

## WELLS:

J. Ricketts Unit No. 1 Well (API #033-22252)

## UNITS:

Consolidation of Oil and Gas Leases dated April 9, 1985 recorded in Volume 1006, Page 36 known as the J. Ricketts Unit No. 1.

Agreement Made and entered into the 29<sup>th</sup> day of April A.D. 1954  
by and between Clair Gallaher and Fairy Gallaher  
his wife (No street address)

of Chest Township County of Clearfield  
and State of Penn.  
hereinafter called the Lessor, and NEW YORK STATE NATURAL GAS CORPORATION, a New York corporation, 140 Stanwix Street, Pittsburgh, Pa., party of the second part, hereinafter called the Lessee.  
Witnesseth:

1. [Leasing Clause] That the Lessor, for and in consideration of the sum of One (\$1.00) Dollar to them in hand well and truly paid by the Lessee, the receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the Lessee to be paid, kept and performed, has leased and let and by these presents does lease and let unto the Lessee for the purpose of drilling and operating for and producing oil and gas, and for the further purpose and with the exclusive right in the Lessee, as it may see fit, to store any kind of gas therein by pumping or otherwise introducing the same into any sand or sands or substrata in and under said land, and the right to remove the same by pumping or otherwise through any well or wells on said land or other lands, with the right to construct, maintain and remove pipe lines, telephone and telegraph lines and all other appliances and structures, and with all other rights and privileges, including free oil, gas, gasoline and water from the land, necessary or convenient for the operation of this land alone or conjointly with neighboring lands, for the transportation of oil and gas produced from said land or for the storage of any gas therein:

ALL that certain tract of land situate in Chest Township, Clearfield County and State of Penn. bounded substantially by the following lands:  
North Public Road; John Ricketts  
East Township Line; Shuber Frickley  
South Ralph Dahl  
West George Gallaher; Sherwood & McGee  
Containing One hundred (100) acres, more or less,

reserving, however, two hundred (200) feet from the dwelling house and barn now on the premises, on which no well shall be drilled by either party except by mutual consent. All of the working interests (7/8th) of the oil produced and recovered and all of the gas (subject to the reservation or exception of gas for Lessor's own use hereinafter contained) produced and recovered under the terms of this lease are hereby granted, bargained and sold unto the said Lessee.

2. [Lessor's Covenants] Lessor hereby covenants that he is seized of an indefeasible fee simple estate in the land hereinafore described, together with all the 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 all 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 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.

3. [Term] It is agreed that this lease shall remain in force for the term of ten (10) years from this date, and so long thereafter as the said land is operated by the Lessee in the search for, or production of oil or gas or so long as gas is being stored, held in storage, or withdrawn from the premises by Lessee. It is understood that a well need not be drilled on the premises to permit the storage of gas, and it is agreed that the Lessee shall be the sole judge as to whether gas is being stored within the leased premises and that its determination shall be final and conclusive.

4. [Royalties] IN CONSIDERATION OF THE PREMISES the said Lessee covenants and agrees  
(a) To deliver to the credit of the Lessor, his heirs or assigns, free of cost, in the pipe line to which said Lessee may connect its wells, a royalty of the equal one-eighth (1/8) part of all oil produced and saved from the leased premises. (b) to pay a royalty of Seventy-five & no/100 (\$75.00) Dollars each three months in advance for the gas from each and every well on said premises producing gas only, payable within thirty days after the completion of the well and each three months thereafter, until the Lessee shall give written notice to the Lessor of its intention to abandon the well, or shall, in fact, plug and abandon the same. (c) To pay a royalty of Fifty (\$50.00) Dollars each year in advance for the gas produced from each and every well drilled on said premises producing gas and also producing oil upon which royalty is paid under (a) above, payable within thirty days after commencing to use (except for operating this land as above provided) or market the gas off the premises, and thereafter from year to year while the gas from such well is used or marketed off said premises. The Lessee covenants and agrees to pay to the Lessor for each well on said premises utilized by the Lessee for the storage of gas, as long as said well is utilized for storage, and to pay the same so long as said well shall be so utilized, it being understood that such payments shall be in lieu of and not in addition to royalties or rentals otherwise provided for by this agreement. Should the Lessee continue to store gas within the leased land after having plugged and abandoned all wells thereon Lessee agrees to pay in lieu of the sums payable under this paragraph, and Lessor agrees to accept the same for the term of this lease, the rental as hereinafter provided in paragraph 5.

Lessor agrees that Lessee may clean out and utilize any abandoned oil or gas well on the gas storage purposes and any well so utilized will be considered to have been drilled under the recited oil and gas lease. The provisions of this lease are in modification of and in addition to the terms of a prior oil and gas lease, covering all or part of the same premises, made by and between Clair Gallaher and Fairy Gallaher dated \_\_\_\_\_

Exhibit T



**[Rental]** Said Lessee agrees and covenants to pay a rental at the rate of Twenty-five & no/100 (25.00) Dollars, quarterly in advance, beginning from this date from this date, until a well yielding royalty to the Lessor is drilled on the leased premises, or as long as gas is being stored, held in storage or withdrawn from the premises by Lessee. Any rental paid for time beyond the date of completion of a well yielding royalty shall be credited upon the first royalty due upon the same. It is agreed that said Lessee may drill or not drill on said land, may store gas therein, hold the same in storage, or withdraw any gas from storage as it may elect, and that the consideration and rentals paid and to be paid constitute adequate compensation for such privilege.

6. **[Gas Excepted]** Lessor hereby excepts and reserves from any well on said land producing gas only, (excepting any well utilized for storage) two hundred thousand (200,000) cubic feet of gas per year or such part thereof as Lessor requires for his own use for heat and light in one dwelling house on said land, at Lessor's own risk, subject, however, to the use, operation, pumping and right of abandonment by Lessee of its wells and pipe lines on the premises. Lessor may at his own expense and upon written application, secure such gas by a service line laid to and connected either to any such well on said land or to Lessee's pipe line leading from such well to market, the point of connection to be designated by Lessee. If Lessor in any year uses gas in excess of the quantity reserved or excepted, he shall pay for the same at the published domestic rates of Lessee, or at the local prevailing price for gas for domestic use if Lessee has no published rates, but Lessee assumes no obligation to furnish Lessor with gas in excess of the quantity reserved or excepted. The measurement and regulation shall be by meter furnished by Lessee and regulators furnished by Lessor and set at the tap on the well or line. Lessor agrees to accept at any time at the option of Lessee a cash payment of Fifty (\$50.00) Dollars per annum in full consideration in lieu of the gas excepted and reserved hereunder.

7. **[Use of Premises]** The leased premises may be fully and freely used by the Lessor for farming purposes, excepting such parts as are used by the Lessee in operating hereunder.

8. **[Payments]** All payments hereunder may be made direct to the lessor, or deposited to his credit or the credit of his respective heirs or assigns in

Bank of \_\_\_\_\_ and mailed to Clay Ballaker  
or by check or draft payable to the order of Clay Ballaker  
Berwinstale R. D. Post Office Chapfield County \_\_\_\_\_  
State of Penn. or by any of said methods to \_\_\_\_\_ at \_\_\_\_\_

who is hereby appointed agent to receive and receipt for same.

9. **[Surrender]** It is agreed that said Lessee may at any time remove all machinery and fixtures placed on said premises; and, further, upon the payment of One (\$1.00) Dollar and all amounts due hereunder Lessee shall have the right to surrender this lease at any time as to all or any part or parts of the land covered by the same and thereupon shall be released and discharged from all payments, obligations, covenants and conditions herein contained whereupon this lease shall be null and void as to the land in respect to which a surrender is made. In the event this lease is surrendered as to less than all of the land covered by the lease then, beginning with the next due date, the rental provided to be paid in paragraph 5 hereof shall be reduced in the proportion that the acreage surrendered bears to the total acreage leased; and Lessor agrees that the recordation of a deed of surrender in the proper county, and the mailing in the Post Office of a check payable as above provided, for said last mentioned sum and all amounts then due hereunder, shall be, and be accepted as, full and legal surrender of the Lessee's rights under this lease, or under the portion surrendered.

(d) To pay a royalty of One-eighth (1/8) of the price per M.c.f. for Oriskany or deeper sand gas being paid from time to time by Lessee for gas purchased by it in the general producing area nearest the leased premises, for each M.c.f. of gas saved and marketed from the Oriskany sand or sands deeper than the Oriskany sand, payment to be made on or before the 25th day of the month for all gas marketed during the preceding month. The time and method of marketing gas produced from any well on said premises and the amount thereof that shall be used or marketed within any period of time shall be entirely within the discretion of the Lessee. The term "M.c.f." as used herein shall mean 1,000 cubic feet of gas at 10 ounces above an atmospheric pressure of 14.4 pounds, and (a) if the gas is measured by positive or direct meter, at whatever temperature the gas may be during the periods of measurement (i.e. disregarding temperatures), and (b) if the gas is measured by orifice meter or pitot tube, at a storage temperature of 50°F. Also, in measuring the gas by orifice meter or pitot tube a flowing temperature of 40°F. shall be used, and the gauge pressure shall be added to a barometric pressure of 14.4 pounds. For testing positive meters and in measuring the gas with orifice meters, the specific gravity of the gas at or in the vicinity of each meter shall be taken at the time of installation, and thereafter at least once a year.

10. [Outstanding Interests] Said Lessee shall not be required in any event to increase the 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, there shall be refunded such part of all payments made by the Lessee hereunder, as shall be proportionate to the outstanding title, and payments thereafter to be made shall be reduced in the same proportion.

11. [Conveyance of Premises] In case of a conveyance of all or a part of the premises leased, Lessee may continue to make all payments to Lessor until furnished with a certified copy of any such deed of conveyance or other documents or proof to enable Lessee to identify land conveyed as being all or part of the leased land, or on written notice of any such conveyance, may hold all payments until furnished with such copy and other documents and proof, and shall apportion the delay rental and royalty, in case of any division, according to acreage.

12. [Adverse Claims] In case of notice of any adverse claim to the premises, or to any part of the rentals or royalties, Lessee may withhold payment or delivery of the same until the ownership is determined by compromise, or by final decree of a court of competent jurisdiction, and to this end Lessee may file a bill of interpleader.

It is agreed that all terms, conditions, limitations and covenants between the parties hereto shall extend to their respective heirs, personal representatives, successors and assigns; that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no verbal warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

In Witness Whereof the parties to this agreement have hereunto set their hands and seals the day and year first above written.

Witness Robert A. Bloomquist

Clair Hallahan (SEAL)  
Fairy Hallahan (SEAL)  
(SEAL)  
(SEAL)  
New York State Natural Gas Corporation  
By H. N. Jones  
VICE-President



(Penn'a. Acknowledgment — Individual)

STATE OF PENNSYLVANIA  
COUNTY OF Clearfield

On this, the 29<sup>th</sup> day of April, 1954, before me

personally appeared Clair Hallahan and Fairy Hallahan, his wife, the undersigned officer,

satisfactorily proven to me to be the persons whose names are subscribed to the within instrument, and acknowledged that the executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Carl P. [Signature]

NOTARY PUBLIC  
BOARDED IN JANUARY 1950  
JUSTICE OF THE PEACE

(Penn'a. Acknowledgment — Individual)

STATE OF PENNSYLVANIA  
COUNTY OF

Entered of Record June 30 1954, 9:30 AM Dick Reed, Recorder

57627

**EXHIBIT C**

**CLEARFIELD COUNTY  
RECORDER OF DEEDS**

**Karen L. Starck, Recorder**

**Maurene Inlow - Chief Deputy**

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

**AFFIDAVIT No. 38092**

**\*RETURN DOCUMENT TO:  
ARDENT RESOURCES INC**

Instrument Number - 200501581

Recorded On 2/4/2005 At 12:55:57 PM

\* Instrument Type - MEMORANDUM

\* Total Pages - 2

Invoice Number - 124404

\* Mortgagor - GALLAHER, CLAIR ESTATE

\* Mortgagee - ARDENT RESOURCES INC

\* Customer - ARDENT RESOURCES INC

**\* FEES**

STATE WRIT TAX \$0.50

RECORDING FEES - \$13.00

RECORDER

RECORDER IMPROVEMENT \$3.00

FUND

COUNTY IMPROVEMENT FUND \$2.00

**TOTAL \$18.50**

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*  
**Karen L. Starck**  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

MEMORANDUM OF OIL AND GAS LEASE

RICKE-05816-00

February 1, 2005, Effective Date,

This Memorandum will notify all parties that an Oil and Gas Lease Agreement (which includes coalbed methane and gob gas) was made effective as of the 17 day of December, 2004, (~~XXXXXX~~) between Clair Gallaher Estate, Irvin Gallaher Executor (Estate File Book 76 Page 252), whose address is Irvin Gallaher, Box 35, Irvona, NY 16656 hereinafter referred to as "Lessor" and ARDENT RESOURCES, INC., whose address is 61 McMurray Road, Suite 204, Pittsburgh, PA 15241, hereinafter referred to as "Lessee."

The Lease Agreement referenced above contains, among other provisions not shown below: the following provisions:

In consideration of the sum of ONE DOLLAR (\$1.00), other good and valuable benefits, and the covenants hereinafter contained on the part of the Lessee, all of which are hereby expressly acknowledged in their receipt and sufficiency, does hereby grant, demise, lease and let, exclusively unto Lessee and its successors and assigns and hereafter during the term hereof to no other party(ies), with covenants of general warranty, for the purposes and with the rights of drilling, testing, producing, injecting and/or storage of oil and/or gas and any of their constituent parts or related elements whether liquid or gaseous (expressly including coalbed methane and gob gas) in any underlying strata, and withdrawing same therefrom whether or not originally produced from or injected into any strata underlying the lease premises described below or other lands, and otherwise exploring and operating for oil and gas by any and all means now known or utilized in the future (expressly including the right to conduct seismic and other geophysical and geochemical surveys), and of laying pipelines and building tanks, roads, stations, houses, powerlines and the like for valves, meters, compressors, dehydrators, regulators, and other facilities, with all other rights and privileges incident to or convenient for the operation of the lease premises and/or any other lands (expressly including the right to transport gas produced off of the lease premise and/or lands pooled or unitized therewith, which rights-of-way hereof are specifically granted hereunder exclusively to the Lessee and its successors and assigns), and described as follows:

All of that certain tract of land situate in the Township of Chest, County of Clearfield, State of Pennsylvania, containing 100.34 acres, more or less, being more particularly described as surface tax parcel T109-616-25, 29, 31, 34, 1-16, which was acquired by Lessor dated 1/16/04, recorded in Liber/Volume 100/100, Page 100 of the records of Clearfield County, Pennsylvania.

Subject to the other provisions contained herein, this lease shall be in force for a primary term of 1 Years from the Effective Date, of this lease with an option to extend the primary term for one additional period equal to the primary term and for so long thereafter as Oil and Gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained pursuant to the provisions hereof.

IN WITNESS WHEREOF, the Lessor has/have hereunto set its/their hand(s) this 17 day of December, 2004.

WITNESS:

Paul A. Witherspoon  
Paul A. Witherspoon

LESSOR:

Irvin Gallaher  
Clair Gallaher Estate by Irvin Gallaher, Executor

State of Pennsylvania  
County of CLEARFIELD

On this 20 day of DECEMBER, 2004, before me, the undersigned officer, personally appeared IRVIN GALLAHER as Executor, Clair Gallaher Estate

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires  
SEAL FORM

PAOGL 12-9-04

This instrument prepared by: Ardent Resources, Inc. 61 McMurray Road, Suite 204, Pittsburgh, PA 15241

After recording please returned to: Ardent Resources, Inc. 61 McMurray Road, Suite 204, Pittsburgh, PA 15241

Gerald W. Spald  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Gerald W. Spald, Sr., Notary Public  
Coalport Boro, Clearfield County  
My Commission Expires Sept. 9, 2008

Member, Pennsylvania Association Of Notaries

(814) 672-5477

## OIL AND GAS LEASE

Lease No. RICILE-05816-00

THIS AGREEMENT, made and entered into this the 17 day of December, 2004 and Effective February 1, 2005 (Effective Date) by and between Clair Gallaher Estate, Irvin Gallaher-Executor (Estate File Book 76 Page 252) with a mailing address of Irvin Gallaher, Box 35, Irvona, NY 16656 hereinafter called to as Lessor (whether one or more), and ARDENT RESOURCES, INC., of 61 McMurray Road, Suite 204, Pittsburgh, PA 15241, hereinafter called Lessee,

WITNESSETH: that said Lessor, in consideration of the sum of ONE DOLLAR (\$1.00), other good and valuable benefits, and the covenants hereinafter contained on the part of the Lessee, all of which are hereby expressly acknowledged in their receipt and sufficiency, does hereby grant, demise, lease and let, exclusively unto Lessee and its successors and assigns and hereafter during the term hereof to no other party(ies), with covenants of general warranty, for the purposes and with the rights of drilling, testing, producing, injecting and/or storage of oil and/or gas and any of their constituent parts or related elements whether liquid or gaseous (expressly including coalbed methane and gob gas) in any underlying strata, and withdrawing same therefrom whether or not originally produced from or injected into any strata underlying the lease premises described below or other lands, and otherwise exploring and operating for oil and gas by any and all means now known or utilized in the future (expressly including the right to conduct seismic and other geophysical and geochemical surveys), and of laying pipelines and building tanks, roads, stations, houses, powerlines and the like for valves, meters, compressors, dehydrators, regulators, and other facilities, with all other rights and privileges incident to or convenient for the operation of the lease premises and/or any other lands (expressly including the right to transport gas produced off of the lease premise and/or lands pooled or unitized therewith, which rights-of-way hereof are specifically granted hereunder exclusively to the Lessee and its successors and assigns), all of that certain tract(s) of land situate in the Township of Chest, County of Clearfield, State of Pennsylvania and bounded substantially as follows:

On the North by lands of

On the East by lands of

On the South by lands of

On the West by lands of

Tax Map No.(s) T109-G16-25, 29, 21, 16, 1, 24

and containing, for the purpose of calculating rentals 100.34 acres of land whether actually containing more or less, and part of all of said lands is described in that certain deed to Lessor from \_\_\_\_\_ dated \_\_\_\_\_ recorded in Volume/Liber \_\_\_\_\_, Page \_\_\_\_\_, in the Recorder's Office of said County, it being the intent of Lessor to include all lands owned by the Lessor in said County.

1. It is agreed that this lease shall remain in force for a primary term of 5 years from the Effective Date hereof and as long thereafter as the said land is operated by Lessee in the production of oil or gas. It is expressly understood that Lessee shall maintain its rights of way as granted herein for its pipeline and other surface facilities then existing on the leased premises at the expiration or termination of this lease.

2. (a) Lessee covenants and agrees to deliver to the credit of Lessor, his heirs or assigns, free of costs, in the pipe line to which said Lessee may connect its wells, a royalty of one-eighth (1/8) of native oil produced and saved from the lease premises.

(b) Lessee covenants and agrees to pay Lessor as a royalty for the native gas from each and every well drilled on said premises producing native gas, an amount equal to one-eighth (1/8) of the gross proceeds received from the sale of same at the prevailing price for gas sold at the well, for all native gas saved and marketed from the said premises.

3. Within THIRTY days from the Effective Date hereof Lessee agrees to pay to the Lessor the sum of ONE THOUSAND TWO HUNDRED TWELVE DOLLARS (\$ 1,212.00) annually, commencing from the date hereof as a rental for the first 12 months; subject however to the right of surrender hereinafter granted to Lessee, and it is understood and agreed that the rental as hereinabove provided for is the chief consideration until commencement of a well. The commencement of a well whether commercially productive or unproductive shall, however, be and operate as a full liquidation of all rentals thereafter accruing under this provision of this lease during the remainder of the term hereof. Lessee may, at its option, pay rentals and/or royalties quarterly or annually.

4. All payments under this lease shall be made by check or voucher to the order of Lessor and mailed to the above address until the Lessee shall have written notice from the Lessor, its heirs or assigns, accompanied by original or certified copies of deeds or other documents as Lessee may require evidencing such change of ownership directing payments to be made otherwise, and any payments made as above until such direction, and thereafter in accordance with such direction shall absolve the Lessee from any liability to any heir or assign of the Lessor. All payments of rental and/or royalty are to be made according to lessor's respective interests therein, as hereafter set forth, and this lease shall not be forfeited for Lessee's failure to pay any rentals or royalties until Lessee has received written notice by registered mail of such default and shall fail, for a period of thirty (30) days after receipt of such notice to pay same.



5. Lessor reserves a total amount of 200,000 cubic feet of gas ("free gas") annually or such part thereof as Lessor may use each year from the gas that Lessee may hereafter produce or otherwise have available from one gas production well completed and operated by Lessee hereunder upon the herein described leased premises, which said amount of 200,000 cubic feet of gas per year Lessor shall be entitled to receive free of cost for heat and light in one dwelling house on the lease premises provided said gas is used with economical appliances and is measured by meter furnished by Lessor, when and as long as Lessee may elect to produce or operate a well for the aforesaid purposes upon the lease premises. Lessor shall request in writing from Lessee, Lessee's requirements for accepting this free gas, including but not limited to, Lessor laying the necessary lines and making connections at Lessor's cost at such point on the demised premises as may be designated by the Lessee, provided said gas is used with economical appliances and is measured by meter furnished by Lessor. The regulation of such gas will be by regulators furnished by Lessor, and approved by Lessee, placed at a point designated by Lessee, with said gas to be used at Lessor's own risk and Lessee not to be in any way liable for any interruption or insufficient supply of such gas for said domestic use caused by pumping stations, breakage of lines or otherwise, and nothing herein shall prevent the Lessee from abandoning any well or wells or pipelines on the lease premises and removing the pipe therefrom at any time. If more than 200,000 cubic feet per year is used, the excess shall be paid for at the rate charged to domestic consumers in the same area, and in case of default in payment for gas used in excess of said 200,000 cubic feet, Lessee is hereby authorized to deduct the amount thereof from any royalty or other payments that are then due, or may later become due, under the terms of this lease.

6. To pay to the Lessor an annual storage rental of two dollars (\$2.00) per acre per year for the utilization of one or more strata underlying the lease premises for gas storage operations, for so long (in the sole estimation of Lessee) as any stratum is so utilized, and to give to Lessor written notice of the use of the premises for storage operations; and it is agreed that said storage rental is in lieu of delay rental, shut-in royalty, and/or royalty payments, except that storage rental and royalty payments shall be paid simultaneously by Lessee if Lessee simultaneously conducts storage operations in one or more strata in the premises and produces oil and/or gas from one or more other strata; and it is further agreed that the termination of gas storage operations shall be in full liquidation of all storage rental during the remainder of this lease.

7. In addition to the covenants of general warranty hereinabove contained, Lessor further covenants and agrees, that if Lessor's title to the lease premises shall come into dispute or litigation, or, if, in the judgment of Lessee, there are bona fide adverse claims to the rentals or royalties hereinabove provided for, then Lessee, at its option, may withhold the payment of said rentals or royalties until final adjudication or other settlement of such dispute, litigation, claim or claims; and that Lessee, at its option, may pay and discharge any taxes, mortgages or other lien or liens, existing, levied, assessed or which may hereafter come into existence or be levied or assessed on or against the leased premises, and, in the event it exercises such option, Lessee shall be subrogated to the lien and any and all rights of any holder or holders thereof, and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien or liens, any rental or royalty accruing hereunder. Lessor pledges and covenants to execute any and all curative instruments reasonably required by Lessee in furtherance of Lessor's warranties. It is agreed that if Lessor owns an interest in the land herein described less than the entire fee simple estate, then the rentals and royalties to be paid Lessor shall be reduced proportionately.

8. If and when drilling, other operations and/or payments due hereunder are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of some permit, order, rule, regulation, requisition or necessity of the government, or as the result of any other cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. 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 if such failure is the result of any such Law, Order, Rule or Regulation.

9. Lessee shall have the right at any time during the term of this lease or after the expiration or termination thereof to remove all machinery, fixtures, pipe lines, houses, buildings, and other structures placed on said premises, including the right to pull and remove all casing and tubing.

10. If the Lessee shall begin operations for the commencement of a well during the term of this lease or any extension thereof, the Lessee shall then have the right to complete the drilling of such wells, and if oil or gas or either of them be found in paying quantities, this lease shall continue and be in force and with like effect as if such well had been completed within the term first herein mentioned.

11. Lessee shall have the right to assign this lease or any interest and the assignee of Lessee shall have corresponding rights, privileges, and obligations with respect to said royalties and rentals as to the acreage assigned to it.

12. Lessee shall upon completion of the first productive well upon said lease premises, or upon any part of the leased premises being included in a unit as described in Paragraph 20 below, make a diligent effort to obtain a pipeline connection but any delay shall not be counted against the Lessee provided Lessee shall, as prepaid royalty, make shut-in royalty payments in the amount equal to the delay rental amount described above for quarterly periods, beginning one year from the date the first productive well shall be completed until said first well shall be connected to a pipeline. In the event that production of oil, gas or their constituents is thereafter interrupted and not marketed from any well(s) capable of production for a period of twelve (12) consecutive months, Lessee shall pay to Lessor annually for each twelve (12) consecutive months shut in period as shut-in royalty income and as credit against the payment of future royalties the sum of one dollar per acre for each well(s) shut-in, which payments shall serve to maintain this Lease in full force and effect. Lessee's failure to timely and/or properly pay said shut in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

13. Lessee may, at any time during the term hereof, cancel and surrender this lease, in whole or in part, and be relieved of any and all obligations, payments and liabilities thereafter to accrue as to the surrendered premises, by the mailing of a notice of such surrender to Lessor or by filing a Release or Surrender of Oil and Gas Lease(s) of record describing the premises being released or surrendered, provided that Lessee shall maintain surface rights-of-way for its existing surface facilities over the surrendered lands.

14. It is agreed that said Lessee may drill or not drill on said land as it may elect, and the consideration and rentals paid and to be paid hereunder constitute adequate compensation for such privilege.

15. It is agreed that said Lessee shall have the privilege of using free of charge sufficient water, oil and gas from the said premises to run all machinery necessary for drilling and operations thereon, and at any time to remove all machinery and fixtures placed on said premises.

16. No well shall be drilled by Lessee within 200 feet of the dwelling house or barn now on said premises, except by consent of Lessor.

17. The lease premises may be fully and freely used by Lessor for any purpose, excepting such parts as are used by Lessee in operation hereunder.

18. Lessee shall pay Lessor for all damages to growing crops, fences or trees caused by Lessee's operations.

19. This instrument may be executed in counterparts each having the same validity as if the original. Should any one or more of the parties named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor.

20. Lessor grants to the Lessee, its heirs and assigns, the right to consolidate the herein described premises or any part thereof at the option of Lessee with others to form a unit not to exceed 640 acres for the development to the same effect as if said premises together with others in the area had been jointly leased by various Lessors to the Lessee as a single undivided tract and in such event Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of one-eighth (1/8) of the oil or gas marketed from the unitized area as his acreage included therein bears to the total acreage of the unitized area, Lessee may give notice to Lessor of such consolidation by mail to the above address or by filing a declaration of record describing the properties so consolidated or unitized.

21. Lessee may extend the primary term for one additional period equal to the primary term by paying to Lessor at any time within the primary term proportionate to Lessor's percentage of ownership an Extension Payment equal in amount to the annual Delay Rental as herein described in Paragraph 3 above, or by drilling a well on the Leasehold which is capable of commercial production.

In reference to paragraph five (5), Lessor agrees to accept the cash equivalent for two hundred thousand (200,000) cubic feet of natural gas per year in lieu of the free gas provided for herein. This payment shall be made annually at the end of the calendar year and shall be calculated based on the average wellhead price for the previous twelve (12) months.

All the terms, conditions, and covenants herein contained shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, successors, personal representatives and assigns, but no representations other than those herein contained shall be binding on either party.

IN WITNESS WHEREOF, the lessor has/have hereunto set its/their hand(s) the day and year first above written.

WITNESS:

Paul A. Witherspoon  
Paul A. Witherspoon

LESSOR:

Irvin Gallaher 171-32-61  
Clair Gallaher Estate by Irvin Gallaher, Executor

State of Pennsylvania  
County of CLARKE

On this 20 day of DECEMBER 2004, before me, the undersigned officer, personally appeared  
IRVIN GALLAHER

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Gerald W. Spald, Sr.  
Notary Public

My commission expires:  
SEAL

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Gerald W. Spald, Sr., Notary Public  
Coalport Boro, Clearfield County  
My Commission Expires Sept 9, 2008

FORM: PAOGL-12-9-04

This instrument prepared by: Ardent Resources, Inc. 61 McMurray Road, Pittsburgh, PA 15241



**CLEARFIELD COUNTY  
RECORDER OF DEEDS**

**Karen L. Starck, Recorder**

**Maurene Inlow - Chief Deputy**

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

AFFIDAVIT No: 39097

**\*RETURN DOCUMENT TO:**

ARDENT RESOURCES INC

Instrument Number - 200601344

Recorded On 1/26/2006 At 1:56:52 PM

\* Instrument Type - LEASE

\* Total Pages - 2

Invoice Number - 142900

\* Lessor - GALLAHER, CLAIR

\* Lessee - ARDENT RESOURCES INC

\* Customer - ARDENT RESOURCES INC

**\* FEES**

STATE WRIT TAX \$0.50

RECORDING FEES - \$15.00

RECORDER

RECORDER IMPROVEMENT \$3.00

FUND

COUNTY IMPROVEMENT FUND \$2.00

TOTAL \$20.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

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\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Lease # RICKE-05816-00

**EXTENSION OF PRIMARY TERM AND  
RATIFICATION OF OIL AND GAS LEASE**

WHEREAS, that certain Oil and Gas Lease dated 17 day of December, 2004, effective December 17, 2004, executed by Clair Gallaher Estate, Irvin Gallaher Executor (Estate File 76 Page 252) as Lessors, to Ardent Resources, Inc., as Lessee, which lease is recorded in Instrument Number 200501581, in the records of Clearfield County, State of Pennsylvania, covering the land situate in the Town of Chest, Clearfield County, Pennsylvania and locally known as Tax Map No. T109-G16-25, 29, 21, 16, 1, 24, containing 100.34 acres, more or less.

It is the mutual desire of Lessor and Lessee to extend the primary term and ratify the terms and conditions of the said Lease.

WHEREAS, for adequate consideration, Lessor and Lessee agree that the Lease is hereby amended so that the primary term of One (1) Year provided in the Lease shall be Two (2) Year(s) from the original effective date of the Lease, having the effect of extending the primary term of the Lease for an additional One (1) Year period. Lessor hereby grants leases and lets to Lessee, its successors and assigns, the Lands described for the purposes and on the terms and conditions provided in the Lease, as amended and extended by this Agreement.

WHEREAS, for further consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for himself and herself, as the case may be, do hereby ADOPT, RATIFY AND CONFIRM the above described Oil and Gas Lease in all of its terms and provisions and do hereby lease, let, grant, and demise said lands unto Ardent Resources, Inc., provided, however, that this instrument shall bind and cover all interest which may have been acquired subsequent to the date of the aforesaid Oil and Gas Lease and is intended further to cover and bind any interest which the undersigned may acquire hereafter by way of reversion or otherwise.

Lessor warrants to be the owner of the Lands and the oil, gas and minerals in and under the Lands with full right and authority to execute this Agreement to extend the primary term of the Lease.

We hereby agree and declare that the said Oil and Gas Lease, in all of its terms and provisions, is binding on the undersigned and is a valid and subsisting Oil and Gas Lease and that this instrument shall be binding upon their respective heirs, executors, administrators, successors or assigns of the undersigned.

Except as stated in this Agreement, the Lease shall continue in full force and effect as to all of its terms and provisions.

Executed this 5 day of October, 2005.

Witness:

Lessor:

[Signature]

[Signature]

Claire Gallaher Estate by Irvin Gallaher, Individually and as  
Executor

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Clearfield

On this, the 5 day of October 2005, before me a notary public, the undersigned officer, personally appeared Irvin Gallaher, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

[Signature]

**CLEARFIELD COUNTY  
RECORDER OF DEEDS**

Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

FEB 08 2006

**\*RETURN DOCUMENT TO:**  
ARDENT RESOURCES INC

Instrument Number - 200601777  
Recorded On 2/3/2006 At 11:54:17 AM

\* Instrument Type - RATIFICATION  
\* Total Pages - 2  
Invoice Number - 143330  
\* Mortgagor - GALLAHER, VIVIAN  
\* Mortgagee - ARDENT RESOURCES INC  
\* Customer - ARDENT RESOURCES INC

**\* FEES**  
STATE WRIT TAX \$0.50  
RECORDING FEES - \$13.00  
RECORDER  
RECORDER IMPROVEMENT FUND \$3.00  
COUNTY IMPROVEMENT FUND \$2.00  
TOTAL \$18.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

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**EXTENSION OF PRIMARY TERM  
RATIFICATION OF OIL AND GAS LEASE and  
RENTAL/ROYALTY DIVISION ORDER**

WHEREAS, that certain Oil and Gas Lease dated September 17, 2004, effective December 17, 2004, executed by Clair Gallaher Estate, Irvin Gallaher Executor (Estate File 75 Page 252) as Lessors, to Ardent Resources, Inc., as Lessee, which lease is recorded As Instrument Number 200501581, in the records of Clearfield County, State of Pennsylvania, covering land situate in Chest Township, Clearfield County, Pennsylvania, locally known as Tax Map Parcels T109-G16-25, 29, 21, 16, 1 and 24 containing 100.34 acres, more or less, and

WHEREAS, it is the mutual desire of the undersigned Lessor and Lessee to extend the primary term, ratify the terms and set out a division of interest to the conditions of the said Lease.

THEREFORE, for adequate consideration, Lessor and Lessee agree that the Lease is hereby amended so that the primary term of One Year(s) provided in the Lease shall be Two (2) Year(s) from the original effective date of the Lease, having the effect of extending the primary term of the Lease for an additional One Year period. The undersigned Lessor hereby grants leases and lets to Lessee, its successors and assigns, the Lands described for the purposes and on the terms and conditions provided in the Lease, as amended and extended by this Agreement, and

for further consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for himself and herself, as the case may be, do hereby ADOPT, RATIFY AND CONFIRM the above described Oil and Gas Lease in all of its terms and provisions and do hereby lease, let, grant, and demise said lands unto Ardent Resources, Inc. provided, however, that this instrument shall bind and cover all interest which may have been acquired subsequent to the date of the aforesaid Oil and Gas Lease and is intended further to cover and bind any interest which the undersigned may acquire hereafter by way of reversion or otherwise, and.

the undersigned Lessor warrants to be the owner/partial owner of the Lands and the oil, gas and minerals in and under the Lands with full right and authority to execute this Agreement to extend the primary term of the Lease.

We hereby agree and declare that the said Oil and Gas Lease, in all of its terms and provisions, is binding on the undersigned and is a valid and subsisting Oil and Gas Lease and that this instrument shall be binding upon their respective heirs, executors, administrators, successors or assigns of the undersigned and agree that all delay rentals and/or royalty payments which may be paid under the terms of the Oil and Gas Lease with respect to the above described land may be divided as follows:

Irvin Gallaher and Ginger Gallaher	1/4 <sup>th</sup> of delay rental and 1/4 <sup>th</sup> of 1/8 <sup>th</sup> oil and gas royalty
Caroline Gallaher Fulton and Jesse C. Fulton	1/4 <sup>th</sup> of delay rental and 1/4 <sup>th</sup> of 1/8 <sup>th</sup> oil and gas royalty
John Gallaher and Brenda Gallaher	1/4 <sup>th</sup> of delay rental and 1/4 <sup>th</sup> of 1/8 <sup>th</sup> oil and gas royalty
Vivian Gallaher	1/4 <sup>th</sup> of delay rental and 1/4 <sup>th</sup> of 1/8 <sup>th</sup> oil and gas royalty

Except as stated in this Agreement, the Lease shall continue in full force and effect as to all of its terms and provisions.

Executed this 27 day of JANUARY, 2006.

Vivian Gallaher  
Vivian Gallaher, widow of James C. Gallaher

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF JEFFERSON

On this, the 27 day of JANUARY, 2006, before me a notary public, the undersigned officer, personally appeared Vivian Gallaher, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notarial Seal  
Gary A. Hoffman, Notary Public  
Punxsutawney Boro, Jefferson County  
My Commission Expires July 15, 2008  
SEAL  
My Commission Expires:

**CLEARFIELD COUNTY  
RECORDER OF DEEDS**

Karen L. Starck, Recorder  
Maureen Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

AFFIDAVIT No. 39147

**\*RETURN DOCUMENT TO:  
ARDENT RESOURCES INC**

Instrument Number - 200602648

Recorded On 2/21/2006 At 1:22:20 PM

\* Instrument Type - LEASE

\* Total Pages - 2

Invoice Number - 144109

\* Lessor - FULTON, CAROLINE GALLAHER

\* Lessee - ARDENT RESOURCES INC

\* Customer - ARDENT RESOURCES INC

**\* FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$18.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

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**EXTENSION OF PRIMARY TERM  
RATIFICATION OF OIL AND GAS LEASE, and  
RENTAL/ROYALTY DIVISION ORDER**

WHEREAS, that certain Oil and Gas Lease dated September 17, 2004, effective December 17, 2004, executed by Clair Gallagher Estate, Irvin Gallagher Executor (Estate File 75 Page 252) as Lessors, to Ardent Resources, Inc., as Lessee, which lease is recorded As Instrument Number 200501581, in the records of Clearfield County, State of Pennsylvania, covering land situate in Chest Township, Clearfield County, Pennsylvania, locally known as Tax Map Parcels T109-G16-25, 29, 21, 16, 1 and 24 containing 100.34 acres, more or less, and

WHEREAS, it is the mutual desire of the undersigned Lessor and Lessee to extend the primary term, ratify the terms and set out a division of interest to the conditions of the said Lease.

THEREFORE, for adequate consideration, Lessor and Lessee agree that the Lease is hereby amended so that the primary term of One Year(s) provided in the Lease shall be Two (2) Year(s) from the original effective date of the Lease, having the effect of extending the primary term of the Lease for an additional One Year period. The undersigned Lessor hereby grants leases and lets to Lessee, its successors and assigns, the Lands described for the purposes and on the terms and conditions provided in the Lease, as amended and extended by this Agreement, and

for further consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for himself and herself, as the case may be, do hereby ADOPT, RATIFY AND CONFIRM the above described Oil and Gas Lease in all of its terms and provisions and do hereby lease, let, grant, and demise said lands unto Ardent Resources, Inc. provided, however, that this instrument shall bind and cover all interest which may have been acquired subsequent to the date of the aforesaid Oil and Gas Lease and is intended further to cover and bind any interest which the undersigned may acquire hereafter by way of reversion or otherwise, and.

the undersigned Lessor warrants to be the owner/partial owner of the Lands and the oil, gas and minerals in and under the Lands with full right and authority to execute this Agreement to extend the primary term of the Lease.

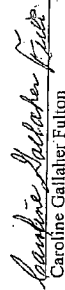
We hereby agree and declare that the said Oil and Gas Lease, in all of its terms and provisions, is binding on the undersigned and is a valid and subsisting Oil and Gas Lease and that this instrument shall be binding upon their respective heirs, executors, administrators, successors or assigns of the undersigned and agree that all delay rentals and/or royalty payments which may be paid under the terms of the Oil and Gas Lease with respect to the above described land may be divided as follows:

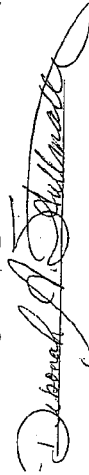
Irvin Gallagher and Ginger Gallagher	1/4 <sup>th</sup> of delay rental and 1/4 <sup>th</sup> of 1/8 <sup>th</sup> oil and gas royalty
Caroline Gallagher Fulton and Jesse Fulton	1/4 <sup>th</sup> of delay rental and 1/4 <sup>th</sup> of 1/8 <sup>th</sup> oil and gas royalty
John Gallagher and Brenda Gallagher	1/4 <sup>th</sup> of delay rental and 1/4 <sup>th</sup> of 1/8 <sup>th</sup> oil and gas royalty
Vivian Gallagher	1/4 <sup>th</sup> of delay rental and 1/4 <sup>th</sup> of 1/8 <sup>th</sup> oil and gas royalty

Except as stated in this Agreement, the Lease shall continue in full force and effect as to all of its terms and provisions.

Executed this 30<sup>th</sup> day of Jan, 2006.

  
Deborah A. Gallagher

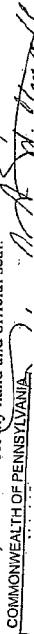
  
Caroline Gallagher Fulton

  
Jesse Fulton

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Clearfield

On this, the 30<sup>th</sup> day of January, 2006, before me a notary public, the undersigned officer, personally appeared Caroline Gallagher Fulton and Jesse Fulton, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

  
COMMONWEALTH OF PENNSYLVANIA

**CLEARFIELD COUNTY  
RECORDER OF DEEDS**

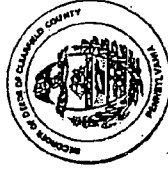
Karen L. Starck, Recorder  
Maureen Inlow - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**Affidavit No. 3946**

**\*RETURN DOCUMENT TO:**  
ARDENT RESOURCES INC

Instrument Number - 200602647  
Recorded On 2/21/2006 At 1:22:19 PM  
\* Instrument Type - LEASE  
\* Total Pages - 2  
Invoice Number - 144109  
\* Lessor - GALLAHER, JOHN  
\* Lessee - ARDENT RESOURCES INC  
\* Customer - ARDENT RESOURCES INC  
\* FEES  
STATE WRIT TAX \$0.50  
RECORDING FEES \$13.00  
RECORDER  
RECORDER IMPROVEMENT \$3.00  
FUND  
COUNTY IMPROVEMENT FUND \$2.00  
TOTAL \$18.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

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\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

**EXTENSION OF PRIMARY TERM  
RATIFICATION OF OIL AND GAS LEASE, and  
RENTAL/ROYALTY DIVISION ORDER**

WHEREAS, that certain Oil and Gas Lease dated September 17, 2004, effective December 17, 2004, executed by Clair Gallagher Estate, Irvin Gallagher Executor (Estate File 75 Page 252) as Lessors, to Ardent Resources, Inc., as Lessee, which lease is recorded As Instrument Number 200301581, in the records of Clearfield County, State of Pennsylvania, covering land situate in Chest Township, Clearfield County, Pennsylvania, locally known as Tax Map Parcels T109-G16-25, 29, 21, 16, 1 and 24 containing 100.34 acres, more or less, and

WHEREAS, it is the mutual desire of the undersigned Lessor and Lessee to extend the primary term, ratify the terms and set out a division of interest to the conditions of the said Lease.

THEREFORE, for adequate consideration, Lessor and Lessee agree that the Lease is hereby amended so that the primary term of One Year(s) provided in the Lease shall be Two (2) Year(s) from the original effective date of the Lease, having the effect of extending the primary term of the Lease for an additional One Year period. The undersigned Lessor hereby grants leases and lets to Lessee, its successors and assigns, the Lands described for the purposes and on the terms and conditions provided in the Lease, as amended and extended by this Agreement, and

for further consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for himself and herself, as the case may be, do hereby ADOPT, RATIFY AND CONFIRM the above described Oil and Gas Lease in all of its terms and provisions and do hereby lease, let, grant, and demise said lands unto Ardent Resources, Inc. provided, however, that this instrument shall bind and cover all interest which may have been acquired subsequent to the date of the aforesaid Oil and Gas Lease and is intended further to cover and bind any interest which the undersigned may acquire hereafter by way of reversion or otherwise, and,

the undersigned Lessor warrants to be the owner/partial owner of the Lands and the oil, gas and minerals in and under the Lands with full right and authority to execute this Agreement to extend the primary term of the Lease.

We hereby agree and declare that the said Oil and Gas Lease, in all of its terms and provisions, is binding on the undersigned and is a valid and subsisting Oil and Gas Lease and that this instrument shall be binding upon their respective heirs, executors, administrators, successors or assigns of the undersigned and agree that all delay rentals and/or royalty payments which may be paid under the terms of the Oil and Gas Lease with respect to the above described land may be divided as follows:

Irvin Gallagher and Ginger Gallagher	1/4 <sup>th</sup> of delay rental and 1/4 <sup>th</sup> of 1/8 <sup>th</sup> oil and gas royalty
Caroline Gallagher Fulton and Jesse Fulton	1/4 <sup>th</sup> of delay rental and 1/4 <sup>th</sup> of 1/8 <sup>th</sup> oil and gas royalty
John Gallagher and Brenda Gallagher	1/4 <sup>th</sup> of delay rental and 1/4 <sup>th</sup> of 1/8 <sup>th</sup> oil and gas royalty
Vivian Gallagher	1/4 <sup>th</sup> of delay rental and 1/4 <sup>th</sup> of 1/8 <sup>th</sup> oil and gas royalty

Except as stated in this Agreement, the Lease shall continue in full force and effect as to all of its terms and provisions.

Executed this 6<sup>th</sup> day of February, 2006.

Paula K. Smil

John Gallagher

Paula K. Smil

Brenda Gallagher

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Dauphin

On this, the 6<sup>th</sup> day of February, 2006, before me a notary public, the undersigned officer, personally appeared John and Brenda Gallagher, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Carol E. Spital





# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder  
Maureen Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**  
ARDENT RESOURCES INC

Instrument Number - 200505059

Recorded On 4/8/2005 At 11:39:56 AM

\* Instrument Type - LEASE

\* Total Pages - 2

Invoice Number - 127434

\* Lessor - GALLAHER, IRVIN ESTATE

\* Lessee - ARDENT RESOURCES INC

\* Customer - ARDENT RESOURCES INC

**\* FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$15.00
RECORDER	
RECORDER IMPROVEMENT-	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$20.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

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\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

RATIFICATION OF OIL AND GAS LEASE

WHEREAS, that certain Oil and Gas Lease dated December 17, 2004, and Effective February 1, 2004, executed by Irvin Gallaher, Executor, Clair Gallaher Estate, as Lessor(s), to Ardent Resources, Inc., as Lessee, which lease is recorded as Instrument #200501581, in the records of Clearfield County, State of Pennsylvania, covering 100.34 acres situate in Chest Township, Clearfield County, Pennsylvania, locally known as Tax Parcel(s) #T109-G16-25, 29, 21, 16, 1 and 24.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for himself and herself, as the case may be, do hereby ADOPT, RATIFY AND CONFIRM the above described Oil and Gas Lease in all of its terms and provisions and do hereby lease, let, grant, and demise said lands unto Ardent Resources, Inc., provided, however, that this instrument shall bind and cover all interest which may have been acquired subsequent to the date of the aforesaid Oil and Gas Lease and is intended further to cover and bind any interest which the undersigned may acquire hereafter by way of reversion or otherwise. The undersigned Lessor(s) acknowledge that he/she/they have not entered into any other Oil and Gas Lease as of the date hereof other than aforementioned, that this Ratification is to be effective and binding on the undersigned Lessor to the same extent and in the same manner as if the undersigned Lessor had originally executed the Lease as a Lessor and that all rents and royalties shall be paid to the Clair Gallaher Estate, Irvin Gallaher, Executor.

The undersigned Lessor(s) hereby agree(s) and declare that the said Oil and Gas Lease, in all of its terms and provisions, is binding on the undersigned and is a valid and subsisting Oil and Gas Lease and that this instrument shall be binding upon their respective heirs, executors, administrators, successors or assigns of the undersigned.

Executed this 17<sup>th</sup> day of February, 2005.

Vivian C. Gallaher  
Vivian Gallaher, widow of James C. Gallaher

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF \_\_\_\_\_

On this, the 17<sup>th</sup> day of February, 2005, before me a notary public, the undersigned officer, personally appeared Vivian Gallaher

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

[Signature]  
Notary Public

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starek, Recorder  
Maurene Inlow - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

## \*RETURN DOCUMENT TO: ARDENT RESOURCES INC

Instrument Number - 200505060  
Recorded On 4/8/2005 At 11:39:57 AM

\* Instrument Type - LEASE

\* Total Pages - 2

Invoice Number - 127434

\* Lessor - GALLAHER, IRVIN

\* Lessee - ARDENT RESOURCES INC

\* Customer - ARDENT RESOURCES INC

### \* FEES

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$15.00
RECORDER	
RECORDER IMPROVEMENT FUND	\$3.00
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$20.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starek*  
Karen L. Starek  
Recorder of Deeds

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\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

# RATIFICATION OF OIL AND GAS LEASE

WHEREAS, that certain Oil and Gas Lease dated December 17, 2004, and Effective February 1, 2005, executed by Irvin Gallaher, Executor, Clair Gallaher Estate, as Lessor(s), to Ardent Resources, Inc., as Lessee, which lease is recorded as Instrument #200501581, in the records of Clearfield County, State of Pennsylvania, covering 100.34 acres situate in Chest Township, Clearfield County, Pennsylvania, locally known as Tax Parcel(s) #1109-G16-25, 29, 21, 16, 1 and 24.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for himself and herself, as the case may be, do hereby ADOPT, RATIFY AND CONFIRM the above described Oil and Gas Lease in all of its terms and provisions and do hereby lease, let, grant, and demise said lands unto Ardent Resources, Inc., provided, however, that this instrument shall bind and cover all interest which may have been acquired subsequent to the date of the aforesaid Oil and Gas Lease and is intended further to cover and bind any interest which the undersigned may acquire hereafter by way of reversion or otherwise. The undersigned Lessor(s) acknowledge that he/she/they have not entered into any other Oil and Gas Lease as of the date hereof other than aforementioned, that this Ratification is to be effective and binding on the undersigned Lessor to the same extent and in the same manner as if the undersigned Lessor had originally executed the Lease as a Lessor and that all rents and royalties shall be paid to the Clair Gallaher Estate, Irvin Gallaher, Executor.

The undersigned Lessor(s) hereby agree(s) and declare that the said Oil and Gas Lease, in all of its terms and provisions, is binding on the undersigned and is a valid and subsisting Oil and Gas Lease and that this instrument shall be binding upon their respective heirs, executors, administrators, successors or assigns of the undersigned.

Executed this 18<sup>th</sup> day of March, 2005.

Irvin Gallaher  
WITNESS  
John T. Gallaher  
Brenda Gallaher  
Brenda Gallaher

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Dauphin

On this, the 18<sup>th</sup> day of March, 2005, before me a notary public, the undersigned officer, personally appeared John T. Gallaher and Brenda Gallaher, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

John T. Gallaher  
Notary Public

SEAL  
My Commission Expires:

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder  
Maureen Inlow, Chief Deputy  
P.O. Box 361

1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

## \*RETURN DOCUMENT TO: ARDENT RESOURCES INC

Instrument Number - 200505061

Recorded On 4/8/2005 At 11:39:58 AM

\* Instrument Type - LEASE

\* Total Pages - 2

Invoice Number - 127434

\* Lessor - GALLAHER, IRVIN

\* Lessee - ARDENT RESOURCES INC

\* Customer - ARDENT RESOURCES INC

### \* FEES

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$15.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$20.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

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\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

**RATIFICATION OF OIL AND GAS LEASE**

WHEREAS, that certain Oil and Gas Lease dated December 17, 2004, and Effective February 1, 2005, executed by Irvin Gallaher, Executor, Clair Gallaher Estate, as Lessor(s), to Ardent Resources, Inc., as Lessee, which lease is recorded as Instrument #200501581, in the records of Clearfield County, State of Pennsylvania, covering 100.34 acres situate in Chest Township, Clearfield County, Pennsylvania, locally known as Tax Parcel(s) #T109-G16-25, 29, 21, 16, 1 and 24,

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for himself and herself, as the case may be, do hereby ADOPT, RATIFY AND CONFIRM the above described Oil and Gas Lease in all of its terms and provisions and do hereby lease, let, grant, and demise said lands unto Ardent Resources, Inc., provided, however, that this instrument shall bind and cover all interest which may have been acquired subsequent to the date of the aforesaid Oil and Gas Lease and is intended further to cover and bind any interest which the undersigned may acquire hereafter by way of reversion or otherwise. The undersigned Lessor(s) acknowledge that he/she/they have not entered into any other Oil and Gas Lease as of the date hereof other than aforementioned, that this Ratification is to be effective and binding on the undersigned Lessor to the same extent and in the same manner as if the undersigned Lessor had originally executed the Lease as a Lessor and that all rents and royalties shall be paid to the Clair Gallaher Estate, Irvin Gallaher, Executor.

The undersigned Lessor(s) hereby agree(s) and declare that the said Oil and Gas Lease, in all of its terms and provisions, is binding on the undersigned and is a valid and subsisting Oil and Gas Lease and that this instrument shall be binding upon their respective heirs, executors, administrators, successors or assigns of the undersigned.

Executed this 17<sup>th</sup> day of March, 2005.

Dorothy A. Smithmiller Caroline Gallaher Fulton  
Caroline Gallaher Fulton  
Jesse Fulton  
Jesse Fulton

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CAMBERLAND

On this, the 17<sup>th</sup> day of March, 2005, before me a notary public, the undersigned officer, personally appeared Caroline Gallaher Fulton, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal  
COMMONWEALTH OF PENNSYLVANIA  
Notary Public  
Dorothy A. Smithmiller  
East Carroll Twp., Cambria County  
My Commission Expires July 31, 2008  
SE Notary, Pennsylvania Association of Notaries  
My Commission Expires 07/31/08

**CLEARFIELD COUNTY  
RECORDER OF DEEDS**

**Karen L. Starek, Recorder**  
**Maureen Inlow - Chief Deputy**

P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**  
**ARDENT RESOURCES INC**

Instrument Number - 200505062  
Recorded On 4/8/2005 At 11:39:59 AM

\* Instrument Type - LEASE  
\* Total Pages - 2

Invoice Number - 127434

\* Lessor - GALLAHER, IRVIN

\* Lessee - ARDENT RESOURCES INC

\* Customer - ARDENT RESOURCES INC

**\* FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$15.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$20.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starek*  
**Karen L. Starek**  
Recorder of Deeds

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\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

RATIFICATION OF OIL AND GAS LEASE

WHEREAS, that certain Oil and Gas Lease dated December 17, 2004, and Effective February 1, 2005, executed by Irvin Gallaher, Executor, Clair Gallaher Estate, as Lessor(s), to Ardent Resources, Inc., as Lessee, which lease is recorded as Instrument #200501581, in the records of Clearfield County, State of Pennsylvania, covering 100.34 acres situate in Chest Township, Clearfield County, Pennsylvania, locally known as Tax Parcel(s) #T109-G16-25, 29, 21, 16, 1 and 24.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for himself and herself, as the case may be, do hereby ADOPT, RATIFY AND CONFIRM the above described Oil and Gas Lease in all of its terms and provisions and do hereby lease, let, grant, and demise said lands unto Ardent Resources, Inc., provided, however, that this instrument shall bind and cover all interest which may have been acquired subsequent to the date of the aforesaid Oil and Gas Lease and is intended further to cover and bind any interest which the undersigned may acquire hereafter by way of reversion or otherwise. The undersigned Lessor(s) acknowledge that he/she/they have not entered into any other Oil and Gas Lease as of the date hereof other than aforementioned, that this Ratification is to be effective and binding on the undersigned Lessor to the same extent and in the same manner as if the undersigned Lessor had originally executed the Lease as a Lessor and that all rents and royalties shall be paid to the Clair Gallaher Estate, Irvin Gallaher, Executor.

The undersigned Lessor(s) hereby agree(s) and declare that the said Oil and Gas Lease, in all of its terms and provisions, is binding on the undersigned and is a valid and subsisting Oil and Gas Lease and that this instrument shall be binding upon their respective heirs, executors, administrators, successors or assigns of the undersigned.

Executed this 16th day of February, 2005.

Irvin Gallaher  
Irvin Gallaher

Ginger Gallaher  
Ginger Gallaher

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Clearfield

On this, the 16th day of February, 2005, before me a notary public, the undersigned officer, personally appeared Irvin Gallaher, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Doreen M. Homan  
Notary Public

SEAL  
My Commission Expires 2/17/2008  
COMMONWEALTH OF PENNSYLVANIA



# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder  
Maureen Inlow - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

## \*RETURN DOCUMENT TO: ARDENT RESOURCES INC

Instrument Number - 200505058  
Recorded On 4/8/2005 At 11:39:55 AM  
\* Instrument Type - LEASE  
\* Total Pages - 2  
Invoice Number - 127434  
\* Lessor - GALLAHER, CLAIR ESTATE  
\* Lessee - ARDENT RESOURCES INC  
\* Customer - ARDENT RESOURCES INC

* FEES	
STATE WRIT TAX	\$0.50
RECORDING FEES -	\$15.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$20.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

# Do Not Detach

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\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

RATIFICATION AND RENTAL DIVISION ORDER

Lease No. RICKE-05816-00

WHEREAS, that certain Oil and Gas Lease ("Lease") dated December 17, 2004, Effective February 1, 2005, from Clair Gallaher Estate, Irvin Gallaher, Executor, of Box 35, Ivona, NY 16656, as Lessor, to Ardent Resources, Inc. of 61 McMurray Road, Suite 204, Pittsburgh, PA 15241, as Lessee, recorded as Instrument #200501581, of the Deed Records of Clearfield County, State of Pennsylvania, and amendments thereto, if any, to which lease and amendments and the records, hereof reference is here made, insofar as it covers 100.34 acres locally referenced as Tax Map Parcel No(s) T109-G16-25, 29, 21, 24, 1 & 16; and

NOW THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, all cash in hand paid to the undersigned by Irvin Gallaher, Executor, the undersigned, does hereby adopt, ratify and confirm the above-described Oil and Gas Lease and amendments thereto, if any, insofar as it covers the above-described land, and do hereby lease, demise and let said land unto Ardent Resources, Inc., its successors and assigns, subject to, in accordance with and under the terms and provisions of said Oil and Gas Lease, amendments thereto, if any, and this instrument, and do hereby agree and declare that said lease is now in full force and effect; and agree that any delay rentals which may be paid under the terms of said lease with respect to the above-described land may be divided as follows:

CREDIT TO:	ADDRESS:	AMOUNT:
Irvin Gallaher and Ginger Gallaher	Box 35 Ivona, PA 16656	1/4 <sup>th</sup> of Delay Rental
Caroline Gallaher Fulton and Jesse Fulton	609 Lang Avenue Patton, PA 16668	1/4 <sup>th</sup> of Delay Rental
John and Brenda Gallaher	3849 N. Progress Avenue Harrisburg, PA 17710	1/4 <sup>th</sup> of Delay Rental
Vivian Gallaher	500 Sycamore St., Apt. A-13 Punxsutawney, PA 15767	1/4 <sup>th</sup> Delay Rental

and that payment or tender of the amount above set forth opposite his name, directly or to his credit in the depository bank named in the lease or in any amendment thereto, at the times and in the manner specified in said lease or any amendment thereto, will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if the word "none" is above set forth opposite his name, then payment of the amounts above set forth to the other parties, their heirs, legal representatives, successors in interest or assigns, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of each of the above-named parties who executes the same, without regard as to whether this instrument is or is not signed by other party whomsoever. The division of payments set forth above covers the payment of rentals only and does not purport to cover royalties.

Witness my hands this 28th day of March, 2005.

  
Irvin Gallaher, Executor  
Clair Gallaher Estate

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Clearfield

On this, the 28th day of March, 2005, before me a notary public, the undersigned officer, personally appeared Irvin Gallaher, Executor Estate of Clair Gallaher, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA

**EXHIBIT D**

5500-FM-OG0001A Rev. 10/2005



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
OIL AND GAS MANAGEMENT PROGRAM

## WELL PERMIT

DEP USE ONLY	
Permittee's eFACTS ID 42562	Auth ID C-639671
Watershed Name	Quality

Permittee <b>ARDENT RESOURCES INC.</b>		OGO.# <b>OGO-44005</b>	Permit Number <b>37-033-26127-00</b>		Date Issued <b>08/29/2006</b>
Address <b>BROOKSIDE OFFICE PARK TWO STE 204</b>			Farm Name & Well Number <b>LUCAS 14</b>		Well Serial #
<b>61 MCMURRAY RD</b>			Municipality <b>Chest</b>	County <b>Clearfield</b>	
<b>PITTSBURGH, PA 15241</b>			7 1/2' Quadrangle Name <b>Irvona</b>		Map Section # <b>4</b>
Phone <b>(412) 854-1193</b>		Project #	Latitude <b>40-48-11.3100</b>	Longitude <b>-78-35-42.2300</b>	
Surf Elev at Site <b>1783 feet</b>	Anticipated Total Depth <b>4200 feet</b>	Well Type <b>GS</b>	Offset distances referenced to NE corner of map section. <b>South 10999 feet West 3247 feet</b>		

This permit covering the well operator and well location shown above is evidence of permission granted to conduct activities in accordance with the Oil and Gas Act and the Oil and Gas Conservation Law, if the well is subject to that act and any rules and regulations promulgated thereunder, subject to the conditions contained herein and in accordance with the application submitted for this permit.

This permit and the permittee's authority to conduct the activities authorized by this permit are conditioned upon operator's compliance with applicable law and regulations.

Notification must be given to the district oil and gas inspector, the surface landowner and political subdivision of the date well drilling will begin at least 24 hours prior to commencement of drilling activities.

The permittee hereby authorizes and consents to allow, without delay, employees or agents of the Department to have access to and to inspect all areas upon presentation of appropriate credentials, without advance notice or a search warrant. This includes any property, facility, operation or activity governed by the Oil and Gas Act, the Oil and Gas Conservation Law, the Coal and Gas Resource Coordination Act and other statutes applicable to oil and gas activities administered by the Department. The authorization and consent shall include consent to the Department to collect samples of wastewaters or gases, to take photographs, to perform measurements, surveys, and other tests, to inspect any monitoring equipment, to inspect the methods of operation and disposal, and to inspect and copy documents required by the Department to be maintained. The authorization and consent includes consent to the Department to examine books, papers, and records pertinent to any matter under investigation pursuant to the Oil and Gas Act or pertinent to a determination of whether the operator is in compliance with the above referenced statutes. This condition in no way limits any other powers granted to the Department under the Oil and Gas Act and other statutes, rules and regulations applicable to these activities as administered by the Department.

This permit does not relieve the operator from the obligation to comply with the Clean Streams Law and all statutes, rules and regulations administered by the Department.

This permit expires 08/29/2007 unless drilling is commenced on or before that date and prosecuted with due diligence.

Regional Oil and Gas Program Manager

RICK L HOOVER

286 INDUSTRIAL PARK ROAD  
EBensburg, PA 15931-4119

(814) 472-1714

Oil &amp; Gas Inspector

Address

Phone Number

**EXHIBIT E**

## McQUAIDE LAW OFFICES

REX W. McQUAIDE

334 Bloomfield Street, Suite 101, Johnstown, Pennsylvania 15904  
Telephone (814) 266-2070 E-mail: mcquaide@atlanticbbn.net  
Fax (814) 266-2611

August 15, 2006

**VIA FACSIMILE (412) 256-0947**

Murray J. Hartzberg, J.D., CPA  
Ardent Resources, Inc.  
1756 Taper Drive  
Pittsburgh, PA 15241

RE: George Lucas

Dear Murray:

After having performed some preliminary research on this issue, it is clear to me that Ardent's Oil and Gas Lease cannot have a unilateral term extension without the consent of my client, Mr. Lucas. Although my client acquired his farm "under and subject to" the Oil and Gas Lease, there was no express provision in the form of an Option to extend the lease term. The "Race Notice" recording statute in Pennsylvania has severed the Gallahers' ability to impact upon my client's surface rights. In other words, the Gallahers have no right or authority to renew any lease where there is a resulting impact upon surface rights which are no longer owned by the Gallahers.

Furthermore, the existing Oil and Gas Lease is unenforceable against my client as it violates the Rule Against Perpetuities. Pennsylvania case law consistently prohibits lease renewals that are construed to create a perpetuity.

In light of these factors, we are prepared to go to Court to invalidate your Lease. However, in a effort to mitigate against litigation expense, we would discuss a settlement. Let me assure you, we will not be bullied. Furthermore, we must insist that until such time as a settlement is reached you must **cease and desist** from entering upon my client's land. Any violation of this directive will result in prosecution for criminal trespass. You, however, are given temporary permission to meet with my client and the DEP at my client's farm this week.

Sincerely,



Rex W. McQuaide

RWM/pj

cc: George Lucas

William A. Shaw  
Prothonotary/Clerk of Courts

SEP 11 2006

FILED

CA

V.

[illegible]

Dated: September 11, 2006

William A. Shaw  
Prothonotary/Clerk of Courts  
1 SENT TO ATT  
WITH BOWEN



IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ARDENT RESOURCES, INC.	*	
a corporation,	*	
Petitioner	*	
	*	
vs.	*	No. 2006 - - CD
	*	
George Lucas, an	*	
individual,	*	
Respondent	*	

PETITION FOR EX-PARTE PRELIMINARY INJUNCTIVE RELIEF

Petitioner/Plaintiff, Ardent Resources, Inc., by and through its attorney, James A. Naddeo, Esq., petition this Court for the issuance of a preliminary injunction pursuant to Pa.R.C.P. 1531, and in support allege as follows:

1. Petitioner/Plaintiff, Ardent Resources, Inc., filed a verified Complaint in equity with the Prothonotary of this Court on September 11, 2006. A true and correct copy of the Complaint is attached hereto as Exhibit "A."

2. The parties to this action hold estates, be they leasehold or surface, to property which is located in the Township of Chest, Clearfield County, Pennsylvania.

3. As set forth in its complaint Defendant has prevented and refuses to permit Plaintiff to enter upon land which it has a right to enter upon and explore, drill, and remove oil and gas.

4. Plaintiff has brought its complaint, and seeks this preliminary injunction, on its own behalf against Respondent/Defendant, George Lucas, to enjoin his continuing acts which violate Petitioner/Plaintiff's rights as lessees of property, an oil and gas estate.

5. That Petitioner/Plaintiff is in the business of exploring, drilling, removing and thereafter presenting for market oil and gas.

6. That Petitioner/Plaintiff entered into a lease as described in its complaint for the purpose of exploring, drilling and removing oil and gas from property underlying Respondent/Defendant's surface estate.

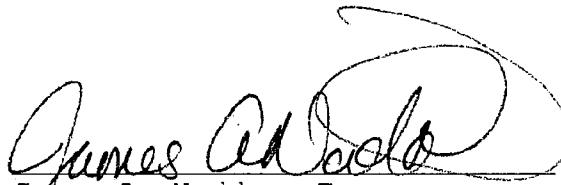
7. That Respondent/Defendant's refusal to permit Petitioner/Plaintiff entry upon the land as described in its complaint will prevent the possible exploration, drilling and removing of oil and gas from this land.

8. That Petitioner will suffer immediate and irreparable harm if an injunction is not granted directing Respondent/Defendant to permit Petitioner entry upon the land. That said harm will result to Petitioner as it is being deprived of its right to enter upon this land. Further that Petitioner is prevented from exploring, drilling and removing gas and oil as is its right. That such deprivation and prevention by Respondent/Defendant will cause Petitioner to lose the available

market for any potentially removed oil and gas from this estate which Petitioner is the lessee, and will cause Petitioner to be in breach of contracts with third parties. That this loss will be irreparable. Affidavit of Christopher M. Robinson, Vice President of Ardent Resources, Inc. is attached hereto.

14. The Petitioner/Plaintiff is likely to succeed on the merits of its claim. The rights of the surface property owner and of the lessee of the oil and gas estate are clear. They arise by express deed, express contract and operation of law. That Respondent is violating the rights of Petitioner by his actions is equally clear. These rights are enforceable in equity, and Petitioner/Plaintiff will be entitled upon final hearing to a permanent injunction against the violations by the Defendant.

WHEREFORE, Petitioner/Plaintiff, Ardent Resources, Inc., requests that this Court grant a preliminary injunction based upon the facts set forth in the Complaint and this Petition.

  
James A. Naddeo, Esq.  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ARDENT RESOURCES, INC.  
a corporation,  
Plaintiff

vs.

George Lucas, an  
individual,  
Defendant

No. 2006 - - CD

**AFFIDAVIT IN SUPPORT OF PETITION**  
**FOR PRELIMINARY INJUNCTIVE RELIEF**

I, Christopher M. Robinson, hereby depose and say:

1. I am the Vice President of Ardent Resources, Inc.
2. Ardent Resources, Inc. is the plaintiff in the above captioned case.
3. I have read and verified the complaint in equity in the above captioned case.
4. As Vice President of Ardent Resources, Inc., I have authority to execute this statement on its behalf.
5. As Vice President of Ardent Resources, Inc., I understand and am involved in the details of the company's business.
5. Ardent Resources, Inc. is under obligation by express contract to drill wells upon the oil and gas estate underlying the surface land of the Defendant.

6. That if Ardent Resources, Inc. is prevented from the exploration, drilling and removing of oil and gas from the strata underlying Defendant's property it will itself be in breach of express contracts with third parties.

7. That Ardent Resources, Inc. should it find oil and gas within the estate underlying Defendant's property would immediately produce such and present it for market.

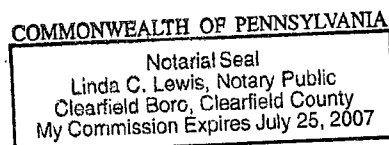
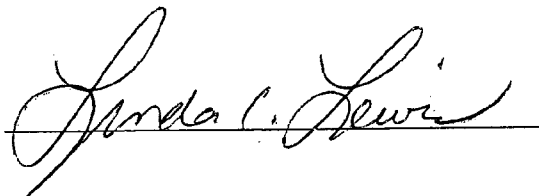
8. That the prohibiting of Ardent Resources, Inc. from entry upon the land of Defendant, should gas and oil be found to be produced, would cause immediate harm to Ardent Resources, Inc. in the loss of the market.

9. That the prohibiting of Ardent Resources, Inc. from entry upon land, which underlying it plans to explore, drill and remove oil and gas from, may cause the loss of potential product and such loss may be impossible to determine and calculate.



Christopher M. Robinson  
Vice President, Ardent Resources, Inc.

SWORN and SUBSCRIBED before me this 7th day of Sept, 2006.



**EXHIBIT A**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ARDENT RESOURCES, INC.,  
Plaintiff,

v.

GEORGE LUCAS,  
Defendant.

No. 06 - - CD

Type of Pleading:

**COMPLANT**

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

207 E. Market Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

Dated: September 5, 2006

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ARDENT RESOURCES, INC.  
a corporation,  
Plaintiff

vs.

George Lucas, an  
individual,  
Defendant

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

No. 2006 - - CD

COMPLAINT

NOW COME the Plaintiff, Ardent Resources, Incorporated, and by its attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiff is Ardent Resources, Inc., a New York corporation, having its principal place of business at 61 McMurray Road, Suite 204, Pittsburgh, Pennsylvania 15241.

2. That the Defendant is George Lucas, an adult individual, who resides at Frailey Road, Irvona, Pennsylvania, 16656.

3. That Defendant is an owner of property situate in Chest Township, Clearfield County, Pennsylvania, which Defendant acquired by deed dated November 27, 1985, said deed is recorded in Clearfield County Deeds and Records Books to Volume 1052, Page 545. A true and correct copy of Defendant's deed is attached hereto as Exhibit "A."



4. That contained in the deed is language which specifically excepts and reserves certain property rights to the grantors or their predecessors in title. Namely that Defendant's deed contains the following:

Also excepting and reserving from the above described premises all of the oil and gas including oil and gas bearing stratas in, under and upon the said premises together with the right of ingres, egress and regress for the purpose of prospecting, drilling and removing the oil and gas underlying the said premises.

5. That the owners of the gas and oil estate, as reserved and excepted, and as appears from abstract of title are Irvin Gallaher, Caroline Gallaher Fulton, John T. Gallaher and Vivian Gallaher, with Irvin Gallaher the executor of this collective group, the Clair Gallaher Estate. Abstract of Title Opinion, Page 7, Paragraph number 9. A true and correct copy of Abstract of Title Opinion is attached hereto as Exhibit "B."

6. That Plaintiff has leased from Irvin Gallaher, the executor of the Clair Gallaher Estate, including but not limited to, the exclusive rights of drilling, testing, producing, storing, removing and transporting oil and/or gas from any underlying strata of the gas and oil estate as particularly described in Paragraphs 4 and 5 above which are incorporated herein by reference. A true and correct copy of Oil and Gas Lease with appropriate extensions and ratifications from all

interested owners is attached hereto collectively as Exhibit "C."

7. That Plaintiff has complied with all laws and regulations as required for the exploration and removal of oil and gas underlying Defendant's surface as evidenced by the permit issued from the Pennsylvania Department of Environmental Protection. A true and correct copy of Permit is attached hereto as Exhibit "D."

8. That although repeated demands have been made Defendant refuses to permit entry upon the land as described in Paragraph 3 above which is incorporated herein by reference. A true and correct copy of letter from Defendant dated August 15, 2006 is attached hereto as Exhibit "E."

9. That Plaintiff has no adequate remedy at law.

WHEREFORE, the Plaintiff, Ardent Resources, Inc., prays for relief from Defendant's actions and the entry of an order preliminarily, and after final hearing, permanently:

a. Directing the Defendant to permit entry upon Defendant's property for Plaintiff's purpose of exploring, drilling, removing of oil and gas, and all other appropriate actions as granted under Plaintiff's lease;

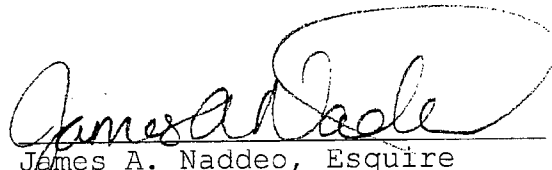
b. Enjoining the Defendant from preventing Plaintiff's entry upon Defendant's property for Plaintiff's purpose of exploring, drilling, removing of oil and gas,

and all other appropriate actions as granted under Plaintiff's lease;

c. Enjoining Defendant from doing any acts which violate the rights of Plaintiff as lessee of the oil and gas estate underlying Defendant's property;

d. Awarding damages as the Court deems just and proper;

e. Granting any other relief as the Court deems just and proper.

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ARDENT RESOURCES, INC.  
a corporation,  
Plaintiff

vs.

George Lucas, an  
individual,  
Defendant

No. 2006 - - CD

FILED

SEP 11 2006  
07/12/10/11  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 SENT TO HARR

ORDER

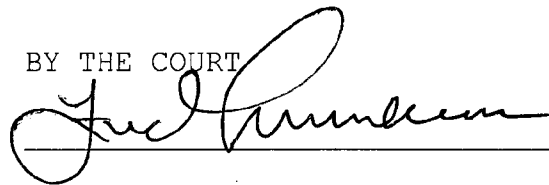
AND NOW, this 11<sup>th</sup> day of September, 2006, upon  
consideration of the verified Complaint in equity in this action  
and the accompanying Petition for Preliminary Injunctive Relief,  
pursuant to Pa.R.C.P. 1531 and Plaintiff having filed a bond as  
required under Rule 1531(b)(1) it is hereby ORDERED that:

a) Plaintiff be permitted entry upon the land of  
Defendant, ingress and egress, for the purpose of exploring,  
drilling, removing and any other lawful purpose as permitted by  
Plaintiff's lease agreement with the owner of the underlying gas  
and oil estate.

b) Defendant be enjoined from prohibiting Plaintiff to  
enter upon his land for the purpose of exploring, drilling,  
removing and any other lawful purpose as permitted by  
Plaintiff's lease agreement with the owner of the underlying gas  
and oil estate.

This injunction is granted without notice to the Defendant, a hearing on the continuance of this injunction shall be held not more than five days after the date of this Order. Said hearing shall be on the 14<sup>th</sup> day of September, 2006 at 1:30 o'clock P M. in Courtroom Number 1, in Clearfield County, Pennsylvania.

BY THE COURT

A handwritten signature in cursive script, appearing to read "J. J. Hunkeler", written over a horizontal line.

Prothonotary/Clerk of Courts  
William A. Shaw

SEP 11 2006

FILED

no c/c

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ARDENT RESOURCES, INC.  
a corporation,

Plaintiff

vs.

George Lucas, an  
individual,

Defendant

No. 2006 -~~1472~~ CD

BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, ARDENT RESOURCES, INC., the Plaintiff is held and firmly bound unto the Commonwealth of Pennsylvania in the sum of \$ 10,000, to be paid to the Commonwealth of Pennsylvania; to which payment, well and truly to be made, it binds itself, it and each of its heirs, executors and administrators, firmly by these presents.

Sealed with our seals.

Dated the 11th day of September, 2006.

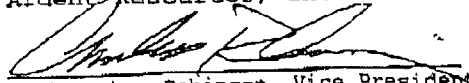
WHEREAS, the Plaintiff filed a Complaint in Equity in the Court of Common Pleas for the County of Clearfield, to the Fall Term, 2006, No. 1472, against, George Lucas, Defendant, requesting *inter alia*, an injunction to restrain the Defendant as therein particularly set forth, which said injunction was duly granted by the said Court on the entering of the security in the above-mentioned sum.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, THAT if the injunction is dissolved because improperly granted, or for failure to hold a hearing, the Plaintiff shall pay to any person injured all damages sustained by reason of granting the injunction and all legally taxable costs and fees, this



obligation then to be void; otherwise it is to remain in full force and effect.

Ardent Resources, Inc.



Christopher Robinson, Vice President  
Plaintiff

Approved By:

---

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

FILED

9/3:58 am

SEP 14 2006

3CC Atty  
Naddeo  
(Will Serve)  
(GR)

ARDENT RESOURCES, INC.

:

-VS-

:

No. 06-1472-CD

William A. Shaw  
Prothonotary/Clerk of Courts

GEORGE LUCAS

:

O R D E R

NOW, this 14th day of September, 2006, this being the date set for hearing upon Plaintiff's Petition for Injunctive Relief, upon agreement of the parties, it is the ORDER of this Court as follows:

1. Plaintiff shall relocate well no. 14 from the position identified on the map attached to this Order a minimum of fifty (50) feet and/or a maximum of one hundred (100) feet, at the sole discretion of Defendant, within that portion of the circle depicted on said map in yellow. No relocation shall occur within that area of the map depicted in red;

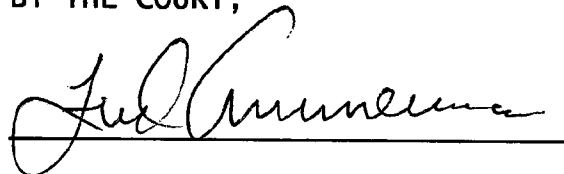
2. Defendant is enjoined from prohibiting Plaintiff from accessing Defendant's property as more particularly described in the deed of Plaintiff, dated November 27, 1985, and recorded in Clearfield County Deed and Record Book Volume 1052, Page 545, for the purpose of exploring, drilling and removing oil and gas from said premises, provided said activity is in conformity with the

law of the Commonwealth of Pennsylvania and the regulations promulgated by the Pennsylvania Department of Environmental Protection. Nothing in this Order shall prohibit Defendant from taking appropriate action to protect his lawful interest in his property;

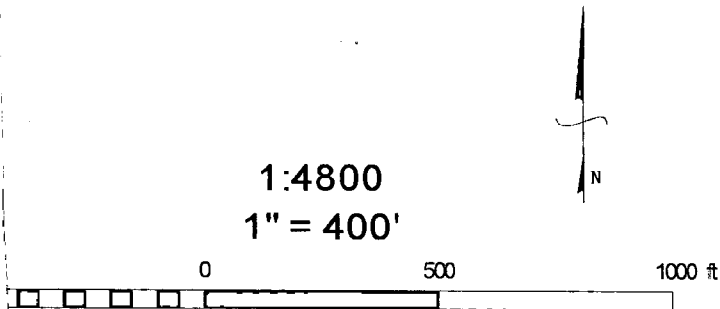
3. In exercising its rights to enter upon Defendant's property, Plaintiffs shall comply with the law of the Commonwealth of Pennsylvania and the regulations promulgated by the Pennsylvania Department of Environmental Protection;

4. This Order shall act as a full and final resolution of the suit initiated by Plaintiff to the above term and number, subject to the rights of the parties to enforce the terms of this Order.

BY THE COURT,

A handwritten signature in dark ink, appearing to read "Julius Annunzio", is written over a horizontal line.

President Judge



## GEOGRAPHIX

**Ardent Resources, Inc.**  
**Location #14 Area**

Date: 14 September, 2006

**FILED**

**SEP 14 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ARDENT RESOURCES, INC. :  
-VS- : No. 06-1472-CD  
GEORGE LUCAS :

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SEP 18 2006  
William A. Shaw  
Prothonotary/Clerk of Courts  
Freiley Rd.  
Iruong, PA  
168056

O R D E R

NOW, this 15th day of September, 2006, the order entered on September 14, 2006, is hereby amended to read as follows:

O R D E R

NOW, this 14th day of September, 2006, this being the date set for hearing upon Plaintiff's Petition for Injunctive Relief, upon agreement of the parties, it is the ORDER of this Court as follows:

1. Plaintiff shall relocate well no. 14 from the position identified on the map attached to this Order a minimum of fifty (50) feet and/or a maximum of one hundred (100) feet, at the sole discretion of Plaintiff, within that portion of the circle depicted on said map in yellow. No relocation shall occur within that area of the map depicted in red;

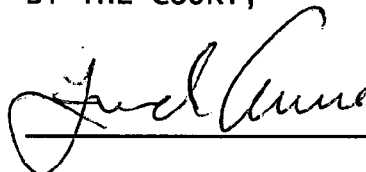
2. Defendant is enjoined from prohibiting Plaintiff from accessing Defendant's property as more particularly described in the deed of Defendant, dated

November 27, 1985, and recorded in Clearfield County Deed and Record Book Volume 1052, Page 545, for the purpose of exploring, drilling and removing oil and gas from said premises, provided said activity is in conformity with the law of the Commonwealth of Pennsylvania and the regulations promulgated by the Pennsylvania Department of Environmental Protection. Nothing in this Order shall prohibit Defendant from taking appropriate action to protect his lawful interest in his property;

3. In exercising its rights to enter upon Defendant's property, Plaintiffs shall comply with the law of the Commonwealth of Pennsylvania and the regulations promulgated by the Pennsylvania Department of Environmental Protection;

4. This Order shall act as a full and final resolution of the suit initiated by Plaintiff to the above term and number, subject to the rights of the parties to enforce the terms of this Order.

BY THE COURT,

A handwritten signature in cursive script, likely of a judge, is written over a horizontal line.

President Judge

FILED

SEP 18 2006

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 9/18/06

       You are responsible for serving all appropriate parties.

  X   The Prothonotary's office has provided service to the following parties:

       Plaintiff(s)   X   Plaintiff(s) Attorney        Other

  X   Defendant(s)        Defendant(s) Attorney

       Special Instructions:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101909  
NO: 06-1472-CD  
SERVICE # 1 OF 1  
PET/EX PARTE PRELIM.INJUNCTIVE

RELIEF/ORDER/COMP.

PLAINTIFF: ARDENT RESOURCES, INC.  
vs.  
DEFENDANT: GEORGE LUCAS

SHERIFF RETURN

NOW, September 13, 2006 AT 9:03 AM SERVED THE WITHIN PET/EX PARTE PRELIM.INJUNCTIVE RELIEF/ORDER/COMP. ON GEORGE LUCAS DEFENDANT AT Meeting Place: Wendell's Restaurant, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GEORGE LUCAS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL PET/EX PARTE PRELIM.INJUNCTIVE RELIEF/ORDER/COMP. AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS /

FILED  
09:37:51  
SEP 21 2006

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	NADDEO	18545	10.00
SHERIFF HAWKINS	NADDEO	18545	62.00

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**

**SEP 21 2006**

William A. Shaw  
Prothonotary/Clerk of Courts