

5191

between L. Edwin McClurg and Gladys V. McClurg, husband and wife  
W. Roy McClurg and Ruth V. McClurg, aka Ruth P. McClurg,  
husband and wife, Rt. #2, Box 114, Andover, Ohio 44003 the Lessor,  
and LONI STAR PRODUCING COMPANY, whose address is P.O. Drawer "E", Wooster, Ohio 44691

1. WITNESSETH, That the said Lessor, in consideration of the sum of one dollar, the receipt of which is hereby acknowledged, and of the covenants and agreements herein contained, does hereby grant unto the Lessee all of the oil and gas and/or the constituents of either, in and under the lands hereinafter described, together with the exclusive rights to drill for, prospect, explore by geophysical and other methods, produce, and market oil and gas and their constituents and also the right to enter thereon at all times, for the purpose of drilling and operating for oil, gas and water and to transport from, across and through said lands, oil, gas and their constituents from the subject and other lands and to possess, use and occupy so much of said premises as is necessary and convenient in removing or transporting across said lands, the above named products by pipe lines or otherwise for a term of ten (10) years and so much longer thereafter as oil, gas, or their constituents are produced in paying quantities thereon, or operations are maintained on, all of that certain tract of land situated in

Lot No. Lots 22, 23, 33 Township of Andover County of Ashtabula  
and State of Ohio bounded substantially as follows:

On the North by the lands of M. Cooper, Holiday Campgrounds, Inc.  
On the East by the lands of Holiday Campgrounds, Inc., E.T. Garvin  
On the South by the lands of Ruth V. McClurg, C. Fenton, Cta McCowlen  
On the West by the lands of U.S. Rt #6 & State Rt #7, J. Tsenberg  
containing One Hundred Sixty & fifty-nine one hundredths 160.59 acres, more or less, being all the land owned by Lessor in said Township, provided, however, that if at the termination of said term, either primary or extended, there is a well in process of being drilled on said lands, then this lease shall continue in force so long as the drilling of such well is continued with reasonable diligence and so much longer thereafter as oil or gas or their constituents are found on said premises in paying quantities, in the judgment of the Lessee. It being understood, however, that no well shall be drilled within two hundred feet of the barn or dwelling on said premises without the consent of Lessor.

2. In consideration of the premises the said parties covenant and agree as follows:  
Lessee to deliver to the credit of the Lessor in tanks or pipe lines one eighth (1/8) of the oil produced and saved from the premises.  
Lessor to receive one-eighth (1/8) of the amount realized from the sale of all gas marketed from said premises, and the same to be paid for on or before the 30th day of the month following in which same is marketed.

3. Lessee to commence operations for well on said premises within twelve months from this date or pay to Lessor One Hundred Sixty 59/100 Dollars (\$ 160.59) each year, thereafter until said well is commenced or this lease surrendered; but the completion of a well upon said lands unproductive of oil or gas in paying quantities shall be considered as the equivalent of and regarded as the tender of delay rentals for a period of one year thereafter and in no event shall the written lease expire before one year after the drilling of a dry hole regardless of the primary term provided for in the written lease. In the event gas can be produced, but due to a lack of transmission facilities or lack of refining facilities same cannot be marketed. Lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the delay rental provided in paragraph No. 3 hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under paragraph No. 1 hereof. This lease shall become null and void for failure to pay rental for any period when same becomes due and payable, provided however that Lessee or his assigns is given 10 days written notice of his failure to pay said rentals and they are not paid within said 10 days.

4. Lessee shall bury, when so requested by Lessor, all pipe lines used to conduct gas or oil off or across the premises and pay all damage to growing crops, caused by operations under this lease, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

5. Lessor may lay a line to any gas well on said lands and take gas produced from said well for use for light and heat in one dwelling house on said land at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee. The first two hundred thousand cubic feet of gas taken in each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet taken in each year shall be paid for at the current published rates in the town nearest the premises above described and the measurements and regulations shall be by meter and regulators set at the tap on the line. This privilege is upon the condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas.

6. The Lessee at any time may notify the Lessor in writing at Lessor's last known address, by registered mail, of the Lessee's intention to use any well located on the leased premises and the leased premises for any and all of the purposes herebefore provided of injecting, storing or holding in storage, and removing gas into, in and from any sands, strata or formations underlying the premises, and upon the giving of such notice the Lessee may use any such well and the leased premises for any and all of said purposes. The Lessee shall pay to the Lessor a rental of \$200.00 each year for each such well while so used; provided that the rental for the first year for a well so used shall be equivalent to the one-eighth royalty payments to the Lessor, if more than \$200.00, for gas produced and marketed from such well during the consecutive periods of time aggregating 180 days next preceding the giving of such notice, and for each year thereafter a rental for such well so used equivalent to first year's rental, if more than \$200.00, reduced each year by the amount of \$200.00 until reduced to \$200.00, and for each year thereafter a rental of \$200.00 for such well so used. If there shall be no well used for gas storage purposes on the leased premises, but if a well used by the Lessee for any of the gas storage purposes herebefore specified shall be located on other lands and such well shall be located within one mile of any line of the leased premises, the Lessee may give like written notice to the Lessee of its intention to use the leased premises for any or all of said gas storage purposes, and thereupon may use the leased premises for said purposes and shall be the sole judge as to whether gas is being stored or held in storage within the leased premises. The rental each year for such use shall be the same amount as, but in lieu of, the delay rental herebefore provided to be paid to continue this lease in effect until the commencement of a well or of the use of the premises for any of the gas storage purposes and shall have the same effect of continuing this lease in force as though a producing well or a well used for gas storage purposes were drilled on the leased premises, provided, that if a well is thereafter drilled and used for any of the gas storage purposes on the leased premises the rental for such use of the leased premises, in lieu of the foregoing rental, shall be \$200.00 each year for such well and the same sum each year for each additional well so drilled and used. If the Lessee ceases to use a well for gas storage purposes but continues to use the premises for such purposes and there shall be no other well located thereon, the rental for such use shall be the land rental herebefore provided. All land rentals and well rentals may be paid by the Lessee in quarterly year installments.

7. Lessee, at its option, is hereby given the right and power to pool or consolidate (and from time to time re-pool or re-consolidate either before or after production is obtained), the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with any lawful spacing rules which may be prescribed for the field in which this lease is situated by any duly authorized authority, or when to do so would, in the judgment of Lessee promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

8. It is agreed that the acreage rentals or royalties on any well, or wells, paid and to be paid as herein provided are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells to offset producing wells on adjoining or adjacent premises.

9. If Lessor is found to own less than the entire fee simple estate, then the royalties and rentals provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee interest. \$ 160.59 to L. Edwin McClurg & Gladys V. McClurg

10. Payments of all moneys due on this lease may be made by cash or check, to Lessor or to the credit of Lessor in The Andover Bank, Andover, Ohio 44003 Acct # 0412-0871-003-139-4

11. Lessor agrees that Lessee is to have the privilege of using sufficient oil, gas or water, for fuel, in operating premises and the right at any time to remove any machinery or fixtures placed on said premises and further upon the payment to the Lessor of one dollar and all amounts due hereunder said Lessee shall have the right to surrender this lease or any portion thereof by written notice to Lessor describing the portion of the above tract that it elects to surrender or by returning to Lessor the lease with the endorsement of surrender thereon or recording the surrender of this lease on the margin of the record hereof, either of which shall be a full and legal surrender of this lease, to all of said tract or such portion thereof as said surrender shall indicate and a cancellation of all liabilities under same of each and all parties hereto, to the extent indicated on said surrender, and the acreage rental herebefore set forth shall be reduced in proportion to the acreage surrendered. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a certified copy thereof.

12. In the event this lease is assigned as an entirety, or as to a part or as to parts of the above described lands, Lessee or any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and the assignee thereof shall thereupon be deemed to have assumed and shall be responsible for the covenants, conditions and obligations of this lease as to the part or parts so assigned. Should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to affect this lease insofar as it covers a part or parts of said land upon which Lessee or any subsequent assignee hereof shall comply with the terms and provisions of this lease.

13. All covenants and conditions between the parties hereto shall extend to their heirs, executors, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the land herein described, Lessor further agrees that the Lessee shall have the right at any time to redeem for Lessor, or otherwise acquire by payment, any mortgage or any other liens upon the above described lands which in any manner affect the Lessee's interest therein in the event of default of payment by Lessor and be subrogated in full to all the rights of the holder thereof the same as if Lessee were the original owner of said mortgage or lien.

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

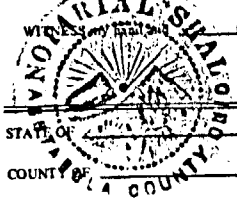
Any additions to the above agreement that are noted on the reverse side are a part of this lease and are agreed to by both the Lessor and Lessee.  
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Signed and Acknowledged in the Presence of:  
Robert E. Nussbaum  
Robert E. Nussbaum  
Beryl D. Heath  
Beryl D. Heath

L. Edwin McClurg  
L. Edwin McClurg 215-671-5236  
Gladys V. McClurg  
Gladys V. McClurg 882-14-5046  
W. Roy McClurg  
W. Roy McClurg  
Ruth V. McClurg  
Ruth V. McClurg

On this 13th day of August A.D. 19 73  
STATE OF Ohio  
County of Ashtabula before me, a Notary Public in and for said County

personally appeared the said L. Edwin McClurg & Gladys V. McClurg, husband and wife;  
W. Roy McClurg & Ruth V. McClurg, aka Ruth B. McClurg, husband & wife  
who acknowledged that they did sign and seal the foregoing instrument and that it is their free act and deed



WITNESS my hand and seal, the day and year aforesaid.  
BERYL QUINN, Notary Public  
My Commission Expires December 19, 1973  
Beryl Quinn (Seal)  
Notary Public.

STATE OF \_\_\_\_\_ m. \_\_\_\_\_ Corporation  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_  
and \_\_\_\_\_  
the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_  
the above named corporation, who acknowledged to me that they did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority  
so to do duly conferred on them by the Board of Directors of said corporation, and that the same is the free act and deed of said corporation and of themselves as  
such officers, for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_  
STATE OF \_\_\_\_\_ m. \_\_\_\_\_ in and for said County  
COUNTY OF \_\_\_\_\_ before me, a \_\_\_\_\_  
personally appeared the said \_\_\_\_\_  
who acknowledged that \_\_\_\_\_ did sign and seal the foregoing instrument and that it is \_\_\_\_\_ free act and deed.  
WITNESS my hand and \_\_\_\_\_ seal, the day and year aforesaid.  
\_\_\_\_\_  
Notary Public, Justice of the Peace (Seal)

This instrument prepared by Robert E. Nussbaum Boulder, Colorado  
Robert E. Nussbaum

This instrument prepared by Lone Star Producing Company

297506

No. _____	Acres _____	From _____	Date _____, 19 _____	Terms _____ Year _____	LOCATED Ashtabula County	Rec'd for Record August 17, 1973 at 10:32 A. M.	Recorded August 20, 1973	Book 92	Page 189	Paul E. Hakala County Recorder	Fee \$3.00
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OIL, GAS AND STORAGE LEASE REC'D FOR CORE  
AUG 17 10 AM 1973  
PAUL E. HAKALA  
RECORDER  
ASHTABULA COUNTY  
LONE STAR PRODUCING COMPANY

5195

THIS AGREEMENT, made and entered into this 7th day of August, A.D. 1973, by and

between Ruth V. McClurg aka Ruth B. McClurg and W. Roy McClurg, wife and husband, Rt. #2, Box 115, Andover, Ohio 44003, hereinafter called the Lessor, and LONE STAR PRODUCING COMPANY, whose address is P.O. Drawer "E", Wooster, Ohio 44691

1. WITNESSETH, That the said Lessor, in consideration of the sum of one dollar, the receipt of which is hereby acknowledged, and of the covenants and agreements herein contained, does hereby grant unto the Lessee all of the oil and gas and/or the constituents of either, in and under the lands hereinafter described, together with the exclusive rights to drill for, prospect, explore by geophysical and other methods, produce, and market oil and gas and their constituents and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water and to transport from, across and through said lands, oil, gas and their constituents from the subject and other lands and to possess, use and occupy to much of said premises as is necessary and convenient in removing or transporting across said lands, the above named products by pipe lines or otherwise for a term of ten (10) years and so much longer thereafter as oil, gas, or their constituents are produced in paying quantities thereon, or operations are maintained on, all of that certain tract of land situated in

Lot No. 23, Township of Andover, County of Ashtabula, and State of Ohio, bounded substantially as follows:

On the North by the lands of L. Edwin McClurg
On the East by the lands of L. Edwin McClurg
On the South by the lands of R. E. Roggs
On the West by the lands of R. Fenton

containing Seventeen (17.0) acres, more or less, being all the land owned by Lessor in said Township, provided, however, that if at the termination of said term, either primary or extended, there is a well in process of being drilled on said lands, then this lease shall continue in force so long as the drilling of such well is continued with reasonable diligence and so much longer thereafter as oil or gas or their constituents are found on said premises in paying quantities, in the judgment of the Lessee. If being understood, however, that no well shall be drilled within two hundred feet of the barn or dwelling on said premises without the consent of Lessor.

2. In consideration of the premises the said parties covenant and agree as follows: Lessor to deliver to the credit of the Lessor in tanks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises. Lessor to receive one-eighth (1/8) of the amount realized from the sale of all gas marketed from said premises, and the same to be paid for on or before the 30th day of the month following in which same is marketed.

3. Lessee to commence operations for well on said premises within Twelve months from this date or pay to Lessor Seventeen Dollars (\$ 17.00) each year, thereafter until said well is commenced or this lease surrendered; but the completion of a well upon said lands unproductive of oil or gas in paying quantities shall be considered as the equivalent of and regarded as the tender of delay rentals for a period of one year thereafter and in no event shall the written lease expire before one year after the drilling of a dry hole regardless of the primary term provided for in the written lease. In the event gas can be produced, but due to a lack of transmission facilities or lack of refining facilities same cannot be marketed. Lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the delay rental provided in paragraph No. 3 hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under paragraph No. 1 hereof. This lease shall become null and void for failure to pay rental for any period when same becomes due and payable, provided however that Lessee or his assigns is given 10 days written notice of his failure to pay said rentals and they are not paid within said 10 days.

4. Lessee shall bury, when so requested by Lessor, all pipe lines used to conduct gas or oil off or across the premises and pay all damage to growing crops, caused by operations under this lease, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

5. Lessor may lay a line to any gas well on said lands and take gas produced from said well for use for light and heat in one dwelling house on said land at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee. The first two hundred thousand cubic feet of gas taken in each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet taken in each year shall be paid for at the current published rates in the town nearest the premises above described and the measurements and regulations shall be by meter and regulators set at the tap on the line. This privilege is upon the condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas.

6. The Lessee at any time may notify the Lessor in writing at Lessor's last known address, by registered mail, of the Lessee's intention to use any well located on the leased premises and the leased premises for any and all of the purposes hereinbefore provided of injecting, storing or holding in storage, and removing gas into, in and from any sands, strata or formations underlying the premises, and upon the giving of such notice the Lessee may use any such well and the leased premises for any and all of said purposes. The Lessee shall pay to the Lessor a rental of \$200.00 each year for each such well while so used, provided that the rental for the first year for a well so used shall be equivalent to the one-eighth royalty payments to the Lessor, if more than \$200.00, for gas produced and marketed from such well during the consecutive periods of time aggregating 180 days next preceding the giving of such notice, and for each year thereafter a rental for such well so used equivalent to first year's rental, if more than \$200.00, reduced each year by the amount of \$200.00 until reduced to \$200.00, and for each year thereafter a rental of \$200.00 for such well so used. If there shall be no well used for gas storage purposes on the leased premises, but if a well used by the Lessee for any of the gas storage purposes hereinbefore specified shall be located on other lands and such well shall be located within one mile of any line of the leased premises, the Lessee may give the written notice to the Lessor of its intention to use the leased premises for any or all of said gas storage purposes, and thereupon may use the leased premises for said purposes and shall be the sole judge as to whether gas is being stored or held in storage within the leased premises. The rental each year for such use shall be the same amount as, but in lieu of, the delay rental hereinbefore provided to be paid to continue this lease in effect until the commencement of a well or of the use of the premises for any of the gas storage purposes and shall have the same effect of continuing this lease in force as though a producing well or a well used for gas storage purposes were drilled on the leased premises; provided, that if a well is thereafter drilled and used for any of the gas storage purposes on the leased premises the rental for such use of the leased premises, in lieu of the foregoing rental, shall be \$200.00 each year for such well and the same sum each year for each additional well so drilled and used. If the Lessee ceases to use a well for gas storage purposes, but continues to use the premises for such purposes and there shall be no other well so drilled thereon, the rental for such use shall be the land rental hereinbefore provided. All land rentals and well rentals may be paid by the Lessee in quarterly installments.

7. Lessee, at its option, it hereby given the right and power to pool or consolidate land from time to time re-pool or re-consolidate either before or after production is obtained, the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with any lawful spacing rules which may be prescribed for the field in which this lease is situated by any duly authorized authority, or when to do so would, in the judgement of Lessee promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of royalties stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

8. It is agreed that the acreage rentals or royalties on any well, or wells, paid and to be paid as herein provided are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells to offset producing wells on adjoining or adjacent premises.

9. If Lessor is found to own less than the entire fee simple estate, then the royalties and rentals provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee interest.

10. Payments of all moneys due on this lease may be made by cash or check, to Lessor or to the credit of Lessor in The Andover Bank, Andover, Ohio 44003, bank, Acct # NCAF.

11. Lessor agrees that Lessee is to have the privilege of using sufficient oil, gas or water, for fuel, in operating premises and the right at any time to remove any machinery or fixtures placed on said premises and further upon the payment to the Lessor of one dollar and all amounts due hereunder said Lessee shall have the right to surrender this lease or any portion thereof by written notice to Lessor describing the portion of the above tract that it elects to surrender or by returning to Lessor the lease with the endorsement of surrender thereon or recording the surrender of this lease on the margin of the record hereof, either of which shall be a full and legal surrender of this lease, to all of said tract or such portion thereof as said surrender shall indicate and a cancellation of all liabilities under same of each and all parties hereto, to the extent indicated on said surrender, and the acreage rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment of a certified copy thereof.

12. In the event this lease is assigned as an entirety, or as to a part or as to parts of the above described lands, Lessee or any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and the assignee thereof shall thereupon be deemed to have assumed and shall be responsible for the covenants, conditions and obligations of this lease as to the part or parts so assigned. Should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to affect this lease insofar as it covers a part or parts of said land upon which Lessee or any subsequent assignee hereof shall comply with the terms and provisions of this lease.

13. All covenants and conditions between the parties hereto shall extend to their heirs, executors, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the land herein described. Lessor further agrees that the Lessee shall have the right at any time to redeem for Lessor, or otherwise acquire by payment, any mortgage or any other liens upon the above described lands which in any manner affect the Lessee's interest therein in the event of default of payment by Lessor and be sub-rogated in full to all the rights of the holder thereof the same as if Lessee were the original owner of said mortgage or lien.

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

Any additions to the above agreement that are noted on the reverse side are a part of this lease and are agreed to by both the Lessor and Lessee. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Signed and Acknowledged in the Presence of: Robert S. Nussbaum, Beverly D. Heath

Ruth V. McClurg, W. Roy McClurg

On this 13th day of August A.D. 19 73

STATE OF Ohio County of Ashtabula before me, a Notary Public in and for said County

personally appeared Ruth V. McClurg aka Ruth B. McClurg and W. Roy McClurg, wife and husband

they did sign and seal the foregoing instrument and that it is their free act and deed

WITNESS my hand and official seal, the day and year aforesaid. BERYL D. HEATH, Notary Public My Commission Expires December 19, 1973

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

Before me, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_ and \_\_\_\_\_

the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_ the above named corporation, who acknowledged to me that they did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority so to do duly conferred on them by the Board of Directors of said corporation, and that the same is the free act and deed of said corporation and of themselves as such officers, for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

Notary Public

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ before me, a \_\_\_\_\_ in and for said County

personally appeared the said \_\_\_\_\_

who acknowledged that \_\_\_\_\_ did sign and seal the foregoing instrument and that it is \_\_\_\_\_ free act and deed.

WITNESS my hand and \_\_\_\_\_ seal, the day and year aforesaid.

Notary Public, Justice of the Peace (Seal)

This instrument prepared by Robert E. Nussbaum, Boulder, Colorado.

This instrument prepared by Lone Star Producing Company.

RECORDED FOR RECORD AUG 17 10 32 AM 1973 OIL, GAS AND STORAGE LEASE ASHTABULA COUNTY OHIO LONE STAR PRODUCING COMPANY LOCATED ASHTABULA COUNTY Rec'd for Record at 10:32 A. M. August 17, 1973 Recorded August 20, 1973 Book 92 Page 191 Paul E. Hakala County Recorder Fee \$3.00

FD 156 LB-16 1/68 THIS C of E. C. of C. C. That by seeking operation any kind any such equipment purposes County, C North by East by South by West by being all No w This after with operated formation for This months f or unless each year In a cost, the off the p per thou basis of Fahrene the 20th gas stora The located o removing well and provided, duced an after a r and for s used by mile of 1 gas stor: storage vided to have the provided in lieu o ceases to for such All P. O. E under D under u The duced fr the well cubic fe and man Lessor s line, re shall tal accruin The full con ducting s used her The Lee than on such an premise were de dwelling 1/2 oil s ing and use sha said un In herein I leased I duly six leased I to any drilling to the Th crops e thereof Th pirator this les with th of this all part duced I All rank s underat impose IN 81

297507