



DRILLING CONTRACTOR:

Union Drilling, Inc.

P. O. Drawer 40
 Buckhannon, WV 26201

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

Alan Cox #1 (1866-Revised)

OIL AND GAS WELL PERMIT APPLICATION

(CONFIDENTIAL WELL)

(Prior Permit #47-027-0037)

- 4) WELL TYPE: A Oil / Gas XX
 B (If "Gas", Production XX / Underground storage / Deep XX / Shallow /)
- 5) LOCATION: Elevation: 1145' Watershed: North River
 District: Sherman County: Hampshire Quadrangle: Yellow Spring
- 6) WELL OPERATOR Union Drilling, Inc. 11) DESIGNATED AGENT Joseph C. Vanzant, Jr.
 Address P. O. Drawer 40 Address P. O. Drawer 40
Buckhannon, WV 26201 Buckhannon, WV 26201
- 7) OIL & GAS ROYALTY OWNER SEE ATTACHED SHEET 12) COAL OPERATOR
 Address
- 8) SURFACE OWNER Alan Cox 13) COAL OWNER(S) WITH DECLARATION ON RECORD:
 Address Kirby, WV 26729 Name SEE ATTACHED SHEET - Same as
 Address Oil & Gas Owners
 Acreage 454.59 Name
 Address
- 9) FIELD SALE (IF MADE) TO:
 Address Not Determined at this time
- 10) OIL & GAS INSPECTOR TO BE NOTIFIED
 Name Robert Stewart (884-7782)
 Address P. O. Box 345
Jane Lew, WV 26378
- 14) COAL LESSEE WITH DECLARATION ON RECORD:
 Name
 Address
- 15) PROPOSED WORK: Drill X / Drill deeper / Redrill / Fracture or stimulate X
 Plug off old formation / Perforate new formation
 Other physical change in well (specify)
- 16) GEOLOGICAL TARGET FORMATION, Oriskany
- 17) Estimated depth of completed well, 8000 feet
- 18) Approximate water strata depths: Fresh, ? feet; salt, ? feet.
- 19) Approximate coal seam depths: ? Is coal being mined in the area? Yes / No X

20) CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	SPECIFICATIONS					FOOTAGE INTERVALS		CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS
	Size	Grade	Weight per ft.	New	Used	For drilling	Left in well		
Conductor	13 3/8			X		200'	200'	to surface	Kinds <u>NEAT</u>
Fresh water									Sizes
Coal									Depths set
Intermediate	9 5/8		24#	X		2500'	2500'	to surface	
Production	5 1/2		N80-17#	X			8000'	500 sks. or as required	
Tubing									Perforations:
Liners									Top Bottom

21) EXTRACTION RIGHTS

Check and provide one of the following:

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

22) ROYALTY PROVISIONS

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

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

23) Required Copies (See reverse side.)

24) Copies of this Permit Application and the enclosed plat and reclamation plan have been mailed by registered mail or delivered by hand to the above named coal operator, coal owner(s), and coal lessee on or before the day of the mailing or delivery of this Permit Application to the Department of Mines at Charleston, West Virginia.

Notary: Sharon R. Kelley
 My Commission Expires May 22, 1989

Signed: Joseph C. Pettey
 Its: Joseph C. Pettey, Vice President of Production

OFFICE USE ONLY

Permit number 47-027-0037-FRAC. DRILLING PERMIT Date April 21 1983
09/08/2023

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

Permit expires December 21, 1983

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

Bond: <u>BB</u>	Agent: <u>ls</u>	Plat: <u></u>	Casing	Fee <u>004973</u> <u>004785</u>
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John B. ...
 Administrator, Office of Oil and Gas

RECEIVED

#68

Date 2-18-83

BY

IV-9 (Rev 8-81)

PVSC District



DATE 2-15-83

WELL NO. 1866

API NO. 47-Hampshire 0038

State of West Virginia Department of Mines Oil and Gas Division

Iron

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME UNION DRILLING, INC. Address P. O. Drawer 40 Telephone Buckhannon, WV 26201

DESIGNATED AGENT Joseph C. Vanzant, Jr. Address Union Drilling, Inc. P. O. Drawer 40 Buckhannon, WV 26201

LANDOWNER ALAN Cox et al

SOIL CONS. DISTRICT Potomac Valley SCD

Revegetation to be carried out by Union Drilling, Inc. (Joseph C. Pettey, VP Agent)

This plan has been reviewed by Potomac Valley SCD. All corrections and additions become a part of this plan: 3/3/83 (Date)

Charles R. Herritt (SCD Agent)

ACCESS ROAD

LOCATION

Structure Culvert Pipe (12" Min) (A) Spacing At Natural Drains Page Ref. Manual 2-7

Structure (1) Material RECEIVED Page Ref. Manual MAR 8 - 1983

Structure Cross Drains (B) Spacing 250' +/- (60'-80')

Structure OIL AND GAS DIVISION WV DEPARTMENT OF MINE (2) Material Page Ref. Manual

Structure Roadway Ditch (C) Spacing as shown on plan Page Ref. Manual 2-12

Structure (3) Material Page Ref. Manual

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

REVEGETATION

Treatment Area I

Treatment Area II

Lime 3 Tons/acre or correct to pH 6.5 Fertilizer 600 lbs/acre (10-20-20 or equivalent) Mulch Hay or straw 2 Tons/acre Seed* Ky - 31 30 lbs/acre Birdsfoot 10 lbs/acre Domestic Rye 10 lbs/acre

Lime 3 Tons/acre or correct to pH 6.5 Fertilizer 600 lbs/acre (10-20-20 or equivalent) Mulch Hay 2 Tons/acre Seed* Ky - 31 30 lbs/acre Birdsfoot 10 lbs/acre Domestic Rye 10 lbs/acre

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

Lime according to pH test

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

PLAN PREPARED BY Danny O. Morgan 09/08/2023

ADDRESS P. O. Drawer 40 Buckhannon, WV 26201

PHONE NO. (304) 472-4610

09/08/2023

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

WITNESS:

Thomas A. Calhoun

575

Alan Cox
Alan Cox

(Seal)
(S.S.#) or (Tax I.D.#)

Judith Ann Cox
Judith Ann Cox

(Seal)
(S.S.#) or (Tax I.D.#)

Beverly Cox Westfall
Beverly Cox Westfall

(Seal)
(S.S.#) or (Tax I.D.#)

Harold Dean Westfall
Harold Dean Westfall

(Seal)
(S.S.#) or (Tax I.D.#)

This instrument prepared by:
C. E. Beck, 32 National Transit Building
Oil City, Pennsylvania 16301

ACKNOWLEDGEMENT

COUNTY OF _____, STATE OF _____

NANCY C. FELLER
UNDERSIGNED NOTARY PUBLIC

County, in the State aforesaid, do hereby certify that Alan Cox and Judith Ann Cox, husband and wife and Beverly Cox Westfall and Harold Dean Westfall, her husband personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, and desire the same to be recorded as such.

Given under my hand and official Seal, this 15 day of March, A.D. 1982
My commission expires September 8 1991
Nancy C. Feller (Seal)

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

Be it remembered that on the 21st day of April, 1982, at 1:51 P M., this Oil & Gas Lease was presented in the Clerk's Office of the County Commission of said County and with the certificate thereof annexed, admitted to record.

Attest Nancy C. Feller Clerk
County Commission, Hampshire County, W. Va.

RECEIVED

MAR 3 1983

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

09/08/2023

P12

34715

COPY

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ASSIGNMENT

STATE OF WEST VIRGINIA

COUNTY OF HAMPSHIRE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, C. E. Beck, he being joined herein by M. S. Beck, his wife (hereinafter called Assignors), for and in consideration of \$10.00 cash to us in hand paid by Amoco Production Company, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign, grant, transfer and set over unto Amoco Production Company, P. O. Box 3092, Houston, Texas, 77001 (hereinafter called Assignee), the oil and gas leases covering the tracts of land described on Exhibit "A" attached hereto and incorporated herein with the same effect as if fully described herein, together with all personal property, machinery and equipment located thereon, all leaseholds and other rights, titles and interests that Assignors have in and to said land by virtue of said oil and gas leases and all rights, titles and interests purported to be created thereby.

Assignors do not warrant title to the said described oil and gas leases, or to the lands covered thereby, but Assignors hereby covenant with the said Assignee, that they have not conveyed away, assigned or disposed of any interest in said oil and gas leases insofar as they cover the above described lands. Assignors hereby release and waive all rights under and by virtue of the Homestead and Exemption laws of the State of West Virginia, and hereby expressly relinquish dower and curtesy rights of said State with respect to those tracts of land described on said Exhibit "A".

Executed this 1st day of March, A.D., 1982.

Ethel M. Rodebaugh (SEAL)
Ethel M. Rodebaugh

C. E. Beck (SEAL)
C. E. Beck

M. J. Hitchcock (SEAL)
M. J. Hitchcock

M. S. Beck (SEAL)
M. S. Beck

STATE OF PENNSYLVANIA

COUNTY OF VENANGO

SS: ACKNOWLEDGMENT

I, M. James Hitchcock, a Notary Public in and for said County, in the State of aforesaid, do hereby certify that C. E. Beck and M. S. Beck, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes herein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this 1st day of March, A.D., 1982.

M. James Hitchcock
Notary Public

My Commission Expires 10/24/1985

M. James Hitchcock, Notary Public
Oil City, Venango Co., Pa.
My Commission Expires October 24, 1985

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MAR 3 1983

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

09/08/2023

LAND PROP NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	LEASE DATE	RECORDING BOOK	INFORMATION PAGE	DESCRIPTION FILE NO.	DESCRIPTION
330199-A-	SHANKHOLTZ, HAZEL F	BECK, C E	80-09-18	247	263		ALL LANDS DESCRIBED BY LEASE
330199-B-	SHANKHOLTZ, HAZEL M	BECK, C E	80-09-19	248	407		ALL LANDS DESCRIBED BY LEASE
330200----	SMART, NICHOLAS, ET UX	BECK, C E	80-10-02	247	267		ALL LANDS DESCRIBED BY LEASE
331702----	STYFLER, BERNARD, ET UX	BECK, C E	80-09-18	247	271		ALL LANDS DESCRIBED BY LEASE
331707----	ZULAUF, BENJAMIN, ET UX	BECK, C E	80-09-18	247	647		ALL LANDS DESCRIBED BY LEASE
331708----	CHILDS, JOHN E, JR ET UX	BECK, C E	80-08-27	247	626		ALL LANDS DESCRIBED BY LEASE
331709----	KUNKLE, ROBERT R	BECK, C E	80-10-22	247	634		ALL LANDS DESCRIBED BY LEASE
331710----	CORBIN, JOSEPH F, ET UX	BECK, C E	80-10-30	247	236		ALL LANDS DESCRIBED BY LEASE
331713----	HULL, GUY O, ET UX	BECK, C E	80-09-20	248	391		ALL LANDS DESCRIBED BY LEASE
331715----	KLINE, MORRIS W	BECK, C E	80-10-31	248	395		ALL LANDS DESCRIBED BY LEASE
331717----	BODEN, JACK C, ET UX	BECK, C E	80-09-18	248	366		ALL LANDS DESCRIBED BY LEASE
331718----	FOSTER, JOHN K, ET AL	BECK, C E	80-10-31	248	324		ALL LANDS DESCRIBED BY LEASE
331722----	SOUTHERLY, PAUL, JR ET UX	BECK, C E	80-10-28	248	411		ALL LANDS DESCRIBED BY LEASE
331723----	MILLESON, W J, ET UX	BECK, C E	80-09-24	249	125		ALL LANDS DESCRIBED BY LEASE
331724----	LOREN, WILLIAM H, ET AL	BECK, C E	80-09-15				ALL LANDS DESCRIBED BY LEASE
331727----	GORDON, CLIFFORD, ET AL	BECK, C E	80-11-04	248	389		ALL LANDS DESCRIBED BY LEASE
331732----	CUNNINGHAM, C D, ET UX	BECK, C E	80-11-16	248	376		ALL LANDS DESCRIBED BY LEASE
331746----	SELF, WILLIAM H	BECK, C E	80-11-25	248	405		ALL LANDS DESCRIBED BY LEASE
331747----	KIDWELL SR, DENZEL, ET UX	BECK, C E	80-11-25	248	393		ALL LANDS DESCRIBED BY LEASE
331748----	FISHEL, LAURA B	BECK, C E	80-11-22	248	387		ALL LANDS DESCRIBED BY LEASE
331755----	MATTHEWS, THOMAS E	BECK, C E	80-10-01	248	359		ALL LANDS DESCRIBED BY LEASE

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LAND PROP NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	LEASE DATE	RECORDING BOOK	INFORMATION PAGE	FILE NO.	DESCRIPTION
331757	GLAIZE, PHILIP, JR ET AL	BECK, C E	80-11-06	248	337		ALL LANDS DESCRIBED BY LEASE
331759	LEE, HOWARD L, ET UX	BECK, C E	80-12-02	249	123		ALL LANDS DESCRIBED BY LEASE
331760	LILLY, O A, ET UX	BECK, C E	80-11-25	248	397		ALL LANDS DESCRIBED BY LEASE
331761	BOWEN, BENJAMIN, ET UX	BECK, C E	80-11-24	248	369		ALL LANDS DESCRIBED BY LEASE
331762	WARD, RAYMOND A, ET AL	BECK, C E	80-11-24	248	415		ALL LANDS DESCRIBED BY LEASE
331770	POLING, DAVID A, ET UX	BECK, C E	80-12-12	248	401		ALL LANDS DESCRIBED BY LEASE
331771	SMITH, GRACE E	BECK, C E	80-12-11	248	409		ALL LANDS DESCRIBED BY LEASE
331772	FAVAROLA, VITO A, ET UX	BECK, C E	80-11-19	248	382		ALL LANDS DESCRIBED BY LEASE
331782	FISHEL, BERTHA R	BECK, C E	80-12-03	248	385		ALL LANDS DESCRIBED BY LEASE
331796	MOORES, BILLY KAYE, ETUX	BECK, C E	80-12-08	249	582		ALL LANDS DESCRIBED BY LEASE

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OIL AND GAS DIVISION WV DEPARTMENT OF MINES

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AND PROP NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	LEASE DATE	RECORDING BOOK PAGE	INFORMATION FILE NO.	DESCRIPTION
31814	LEWIS, JOHN T. ET UX	BECK, C E	80-12-16	249	572	ALL LANDS DESCRIBED BY LEASE
31817	ANN-POE CORPORATION	BECK, C E	81-01-20	249	752	ALL LANDS DESCRIBED BY LEASE
31822	ARMSTRONG, IRVINE, ET UX	BECK, C E	81-04-23	250	779	ALL LANDS DESCRIBED BY LEASE
31847	WEIMER, JOHN R. ET UX	BECK, C E	81-01-16	249	595	ALL LANDS DESCRIBED BY LEASE

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OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

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LAND PROP NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	LEASE DATE	RECORDING BOOK	INFORMATION PAGE	FILE NO.	DESCRIPTION
331856	MELZAC, VINCENT, ET UX	BECK, C E	81-02-19	249	776		ALL LANDS DESCRIBED BY LEASE
331857	HAINES, STEPHEN C, ET UX	BECK, C E	81-02-19	249	768		ALL LANDS DESCRIBED BY LEASE
331858	FRIAR, JOHN R, ET UX	BECK, C E	81-02-19	249	764		ALL LANDS DESCRIBED BY LEASE
331859	DAVIS, WILLIAM P, ET UX	BECK, C E	81-02-18	249	760		ALL LANDS DESCRIBED BY LEASE
331860	MORELAND, EDNA M, ET AL	BECK, C E	81-02-17	249	780		ALL LANDS DESCRIBED BY LEASE
331861	BUCKBEE, JESSE H, ET UX	BECK, C E	81-02-17	249	758		ALL LANDS DESCRIBED BY LEASE
331865	WOOD, HUBERT R, ET UX	BECK, C E	81-02-23	249	799		ALL LANDS DESCRIBED BY LEASE
331874	HAINES, ROY G, ET UX	BECK, C E	81-02-17	249	766		ALL LANDS DESCRIBED BY LEASE
331877	SLUCUM JR, ARTHUR H, ETAL	BECK, C E	80-08-12	249	801		ALL LANDS DESCRIBED BY LEASE
331880-A-	PUFFINBURGER, W. JR ETAL	BECK, C E	81-03-05	249	786		ALL LANDS DESCRIBED BY LEASE
331884-A-	MOON, HILDRED A, ET AL	BECK, C E	81-03-17	249	778		ALL LANDS DESCRIBED BY LEASE
331884-B-	SLAUGHTER, GRACE M	BECK, C E	81-03-17	249	792		ALL LANDS DESCRIBED BY LEASE
331891	PRINTZ, DOUGLAS, ET UX	BECK, C E	80-11-03	249	784		ALL LANDS DESCRIBED BY LEASE
331895	KRCMER, GEORGE W, ET UX	BECK, C E	81-03-04	249	774		ALL LANDS DESCRIBED BY LEASE

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OIL AND GAS DIVISION WV DEPARTMENT OF MINES

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STATE OF WEST VIRGINIA COUNTY OF HAMPSHIRE

EXHIBIT 'A'

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LAND PROP NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	LEASE DATE	RECORDING BOOK	INFORMATION PAGE FILE NO.	DESCRIPTION
334803-A-	LADEW, OLIVER H, TRUST	BECK, C E	81-03-12	250	766	ALL LANDS DESCRIBED BY LEASE
334803-B-	GRACE, ELISE L. ESTATE	BECK, C E	81-03-12	250	769	ALL LANDS DESCRIBED BY LEASE
334803-C-	LADEW, GARDEN FOUNDATION	BECK, C E	81-03-12	250	773	ALL LANDS DESCRIBED BY LEASE
334806----	ADKINS, JAMES A	BECK, C E	81-03-05	249	750	ALL LANDS DESCRIBED BY LEASE
334816----	KREHBIEL, JAMES W. ET AL	BECK, C E	81-04-30	250	785	ALL LANDS DESCRIBED BY LEASE
334817----	JONES, FRANKLIN W. ET UX	BECK, C E	81-04-30	250	789	ALL LANDS DESCRIBED BY LEASE
334820----	KREHBIEL, ROBERT D. ETAL	BECK, C E	81-04-30	250	791	ALL LANDS DESCRIBED BY LEASE
334844----	GIOIELLI, VINCENT, ET UX	BECK, C E	81-04-11	250	787	ALL LANDS DESCRIBED BY LEASE
334845----	MATHEWS, JOHN L. ET UX	BECK, C E	80-10-20	250	793	ALL LANDS DESCRIBED BY LEASE
334866----	GOTIKE, JOYCE M	BECK, C E	81-06-08	252	523	ALL LANDS DESCRIBED BY LEASE
559314-B-	POWERS, PETER G. ET UX	BECK, C E	81-01-20	249	782	ALL LANDS DESCRIBED BY LEASE
560085-B-	FOX, SAMUEL L. ET UX	BECK, C E	80-08-09	245	688	ALL LANDS DESCRIBED BY LEASE
585046----	COOPER, ELOCN S. ET UX	BECK, C E	80-02-18	243	758	ALL LANDS DESCRIBED BY LEASE
586201----	EDWARDS, BERNARD D. ETUX	BECK, C E	80-02-19	243	760	ALL LANDS DESCRIBED BY LEASE
586202----	HOTT, JETTYE T LOY,ETVIR	BECK, C E	80-02-15	243	762	ALL LANDS DESCRIBED BY LEASE
586221-A-	HOTT, ROBERT O	BECK, C E	80-02-20	243	764	ALL LANDS DESCRIBED BY LEASE
586221-B-	HOTT, DENNY R. ET UX	BECK, C E	80-02-20	243	766	ALL LANDS DESCRIBED BY LEASE
586221-C-	HOTT, WILLIAM L	BECK, C E	80-02-22	243	768	ALL LANDS DESCRIBED BY LEASE
586298----	EDWARDS, GARY R. ET UX	BECK, C E	80-03-09	243	770	ALL LANDS DESCRIBED BY LEASE

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MAR 3 1983

OIL AND GAS DIVISION WV DEPARTMENT OF MINES

LAND PROP NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	LEASE DATE	RECORDING BOOK	PAGE	INFORMATION FILE NO.	DESCRIPTION
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589406	KIOWELL, JUNIOR G. ET UX	BECK, C E	80-04-16	244	47		ALL LANDS DESCRIBED BY LEASE
589407	BEYER, RUTH F	BECK, C E	80-04-22	244	49		ALL LANDS DESCRIBED BY LEASE
589408	DIVELBLISS, EXINA SNYDER	BECK, C E	80-04-15	244	51		ALL LANDS DESCRIBED BY LEASE
589416	HOCKMAN, VERNON B, ET UX	BECK, C E	80-04-15	244	53		ALL LANDS DESCRIBED BY LEASE

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 MAR 3 1983
 OIL AND GAS DIVISION
 WV DEPARTMENT OF MINES

589433-A-	HOTT, MERLE E. ET UX	BECK, C E	80-04-07	244	59		ALL LANDS DESCRIBED BY LEASE
589433-B-	THOMPSON, LOUDON L. ETUX	BECK, C E	80-04-07	244	61		ALL LANDS DESCRIBED BY LEASE
589438	HEAVNER, WILLIAM G. ETUX	BECK, C E	80-04-24	244	63		ALL LANDS DESCRIBED BY LEASE
589446	BROCK, LORING A. ET UX	BECK, C E	80-04-24	244	65		ALL LANDS DESCRIBED BY LEASE
589453	WHITACRE, DWIGHT C, ETUX	BECK, C E	80-04-28	0244	00067		ALL LANDS DESCRIBED BY LEASE
589459	NIEBUHR, MERYL G	BECK, C E	80-04-16	244	175		ALL LANDS DESCRIBED BY LEASE
589463	WOLFE, ANSEL W. ET UX	BECK, C E	80-04-29	0244	00159		ALL LANDS DESCRIBED BY LEASE
589471	MARKLEY, D B M. ET VIR	BECK, C E	80-04-21	244	171		ALL LANDS DESCRIBED BY LEASE
589473-A-	SHINGLETON, NETTIE V	BECK, C E	80-04-29	244	195		ALL LANDS DESCRIBED BY LEASE
589473-B-	DATES, DAVID R. ET UX	BECK, C E	80-04-29	244	179		ALL LANDS DESCRIBED BY LEASE
589479	BEAN, SALLY PANCAKE, ETAL	BECK, C E	80-04-21	244	155		ALL LANDS DESCRIBED BY LEASE
589482	CHANNEY, VERNON C. ET UX	BECK, C E	80-04-26	244	507		ALL LANDS DESCRIBED BY LEASE
589483	LONG, RUTH CATHERINE	BECK, C E	80-04-25	244	165		ALL LANDS DESCRIBED BY LEASE
589484	FIELDS, EARL C. ET UX	BECK, C E	80-04-29	244	159		ALL LANDS DESCRIBED BY LEASE
589485	MULLIGAN, VERNON R. ET UX	BECK, C E	80-04-25	244	173		ALL LANDS DESCRIBED BY LEASE
589497-A-	NIXON, PHILLIP E. ET UX	BECK, C E	80-04-23	244	177		ALL LANDS DESCRIBED BY LEASE
589498-A-	ALT, LOY A. ET UX	BECK, C E	80-04-24	244	153		ALL LANDS DESCRIBED BY LEASE

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WV DEPARTMENT OF MINES

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

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

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

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

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

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

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

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

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

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

B.W. AC JC

17. Should any one or more of the parties named herein as Lessor fail to execute this lease, it shall nevertheless be binding on the party or parties executing the same, and additional parties may execute this lease as Lessor, and this lease shall be binding on each party executing the same notwithstanding that such party is named herein as Lessor; and all of the provisions of this lease shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns, and successive successors and assigns.

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LAND PROP NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	LEASE DATE	RECORDING BOOK	RECORDING PAGE	INFORMATION FILE NO.	DESCRIPTION
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890087	SHANHOLTZ, C I, ET UX	BECK, C E	80-05-07	244	193		ALL LANDS DESCRIBED BY LEASE
890065	LARRICK, ROLLIN M, ETUX	BECK, C E	80-06-18	244	724		ALL LANDS DESCRIBED BY LEASE
890097	CARLISLE, W B, ET UX	BECK, C E	80-05-21	244	505		ALL LANDS DESCRIBED BY LEASE
890098	GIBSON, RICHMOND H, ETUX	BECK, C E	80-05-23	244	524		ALL LANDS DESCRIBED BY LEASE
890101	CULP, JAMES S, ET UX	BECK, C E	80-05-15	244	511		ALL LANDS DESCRIBED BY LEASE
890102	VOGT, GEORGE F, JR ETUX	BECK, C E	80-05-14	244	568		ALL LANDS DESCRIBED BY LEASE
890103	SAVILLE, ALLEAN D, ET UX	BECK, C E	80-05-22	244	560		ALL LANDS DESCRIBED BY LEASE
890104	DISHMAN, A V, JR ET UX	BECK, C E	80-05-27	244	516		ALL LANDS DESCRIBED BY LEASE
890106	BRANDENBURG, V H, JR	BECK, C E	80-05-27	244	503		ALL LANDS DESCRIBED BY LEASE
890107	NELSON, H O, ET UX	BECK, C E	80-05-22	244	549		ALL LANDS DESCRIBED BY LEASE
890108	LAMBERT, FRANK R, ET UX	BECK, C E	80-05-22	244	533		ALL LANDS DESCRIBED BY LEASE
890118	MCINTIRE, DONALD E, ETUX	BECK, C E	80-05-30	244	547		ALL LANDS DESCRIBED BY LEASE
890119-A	D V LONG LANC COMPANY	BECK, C E	80-05-21	244	538		ALL LANDS DESCRIBED BY LEASE
890119-B	LONG, BLAIR A, ET UX	BECK, C E	80-07-03	244	729		ALL LANDS DESCRIBED BY LEASE
890119-C	LONG CONRAD J, ET UX	BECK, C E	80-07-03	247	636		ALL LANDS DESCRIBED BY LEASE
890119-D	SAVILLE, LUCY P, ET VIR	BECK, C E	80-07-03	245	405		ALL LANDS DESCRIBED BY LEASE
890119-E	CARPENTER, S L, ET AL	BECK, C E	80-07-03	245	368		ALL LANDS DESCRIBED BY LEASE
890119-F	RANNELLS, SANDRA K, ETVI	BECK, C E	80-07-23	245	403		ALL LANDS DESCRIBED BY LEASE
890119-G	LONG, JOHN W, ET UX	BECK, C E	80-07-23	245	389		ALL LANDS DESCRIBED BY LEASE
890119-H	LONG, MARY V	BECK, C E	80-07-23	245	391		ALL LANDS DESCRIBED BY LEASE
890119-I	LONG, RALPH W, ET UX	BECK, C E	80-07-23	245	393		ALL LANDS DESCRIBED BY LEASE
890119-J	LONG, EARL T, ET UX	BECK, C E	80-08-14	247	638		ALL LANDS DESCRIBED BY LEASE
890119-K	FOOR, RUTH LONG	BECK, C E	80-07-23	247	632		ALL LANDS DESCRIBED BY LEASE

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589406	KIDWELL, JUNIOR G. ET UX	BECK, C E	80-04-16	244	47		ALL LANDS DESCRIBED BY LEASE
589407	BEYER, RUTH F	BECK, C E	80-04-22	244	49		ALL LANDS DESCRIBED BY LEASE
589408	DIVELBLISS, EXINA SNYDER	BECK, C E	80-04-15	244	51		ALL LANDS DESCRIBED BY LEASE
589416	HOCKMAN, VERNON B, ET UX	BECK, C E	80-04-15	244	53		ALL LANDS DESCRIBED BY LEASE
589433-A	HOTT, MERLE E, ET UX	BECK, C E	80-04-07	244	59		ALL LANDS DESCRIBED BY LEASE
589433-B	THOMPSON, LOUDON L, ETUX	BECK, C E	80-04-07	244	61		ALL LANDS DESCRIBED BY LEASE
589438	HEAVER, WILLIAM G, ETUX	BECK, C E	80-04-24	244	63		ALL LANDS DESCRIBED BY LEASE
589446	BROCK, LORING A, ET UX	BECK, C E	80-04-24	244	65		ALL LANDS DESCRIBED BY LEASE
589453	WHITTACRE, DWIGHT C, ETUX	BECK, C E	80-04-28	0244	00067		ALL LANDS DESCRIBED BY LEASE
589459	NIEBUHR, MERYL G	BECK, C E	80-04-16	244	175		ALL LANDS DESCRIBED BY LEASE
589463	WOLFE, ANSEL W, ET UX	BECK, C E	80-04-29	0244	00159		ALL LANDS DESCRIBED BY LEASE
589471	MARKLEY, D B M, ET VIR	BECK, C E	80-04-21	244	171		ALL LANDS DESCRIBED BY LEASE
589473-A	SHINGLETON, NETTIE V	BECK, C E	80-04-29	244	195		ALL LANDS DESCRIBED BY LEASE
589473-B	DATES, DAVID R, ET UX	BECK, C E	80-04-29	244	179		ALL LANDS DESCRIBED BY LEASE
589479	BEAN, SALLY PANCAKE, ETAL	BECK, C E	80-04-21	244	155		ALL LANDS DESCRIBED BY LEASE
589482	CHANNEY, VERNON C, ET UX	BECK, C E	80-04-26	244	507		ALL LANDS DESCRIBED BY LEASE
589483	LONG, RUTH CATHERINE	BECK, C E	80-04-25	244	165		ALL LANDS DESCRIBED BY LEASE
589484	FIELDS, EARL C, ET UX	BECK, C E	80-04-29	244	159		ALL LANDS DESCRIBED BY LEASE
589485	MULLIGAN, VERNON R, ET UX	BECK, C E	80-04-25	244	173		ALL LANDS DESCRIBED BY LEASE
589497-A	NIXON, PHILLIP E, ET UX	BECK, C E	80-04-23	244	177		ALL LANDS DESCRIBED BY LEASE
589498-A	ALT, LOY A, ET UX	BECK, C E	80-04-24	244	153		ALL LANDS DESCRIBED BY LEASE

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LAND PROP NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	LEASE DATE	RECORDING BOOK	INFORMATION PAGE	DESCRIPTION
589518	WOLFE, KENNETH H. ET UX	BECK, C E	80-05-06	244	572	ALL LANDS DESCRIBED BY LEASE
589527	MCBEE, DORIS J	BECK, C E	80-04-23	244	544	ALL LANDS DESCRIBED BY LEASE
589530	TRUSZYNSKI, G M, ET UX	BECK, C E	80-04-28	244	566	ALL LANDS DESCRIBED BY LEASE
589539	FISCHER, FRANK H, ET UX	BECK, C E	80-04-08	244	161	ALL LANDS DESCRIBED BY LEASE
589543-A	SAVILLE, KARL L, ET UX	BECK, C E	80-05-06	244	562	ALL LANDS DESCRIBED BY LEASE
589549	SAVILLE, WILLIAM V, ETAL	BECK, C E	80-05-07	244	191	ALL LANDS DESCRIBED BY LEASE
589550	POLAND, JOSEPHINE	BECK, C E	80-05-12	244	181	ALL LANDS DESCRIBED BY LEASE
589551	SAVILLE, CHESTER C, ETUX	BECK, C E	80-05-06	244	187	ALL LANDS DESCRIBED BY LEASE
589568	RITTER, CLINTON L, ET UX	BECK, C E	80-05-13	244	183	ALL LANDS DESCRIBED BY LEASE
589570	SMITH, RICHARD A, ET UX	BECK, C E	80-05-05	244	197	ALL LANDS DESCRIBED BY LEASE
589574	LOCKE, RAYMOND W, ET UX	BECK, C E	80-05-08	244	163	ALL LANDS DESCRIBED BY LEASE
589584	YOLSHAW, ROBERT A, ET UX	BECK, C E	80-05-06	244	201	ALL LANDS DESCRIBED BY LEASE
589592	CHRISTINAS WCFLD TI CORP	BECK, C E	80-04-09	244	413	ALL LANDS DESCRIBED BY LEASE
589593	FORTUNE, JAMES H, ET UX	BECK, C E	80-05-16	244	522	ALL LANDS DESCRIBED BY LEASE
589595	GOOD EARTH FRUIT FARMS	BECK, C E	80-05-19	244	526	ALL LANDS DESCRIBED BY LEASE
589597	DAKWOOD ACRES INC	BECK, C E	80-05-19	244	553	ALL LANDS DESCRIBED BY LEASE
590045	HAINES, STANLEY S, ETUX	BECK, C E	80-05-15	244	529	ALL LANDS DESCRIBED BY LEASE
590046	MASON, DREXAL B, ET UX	BECK, C E	80-05-20	244	441	ALL LANDS DESCRIBED BY LEASE
590052	EVANS, WILLIAM D, ET UX	BECK, C E	80-05-17	244	157	ALL LANDS DESCRIBED BY LEASE
590053	MALCOM, RALPH G, ET UX	BECK, C E	80-05-20	244	167	ALL LANDS DESCRIBED BY LEASE
590054	FOKSANDICH, JOSEPH, ETUX	BECK, C E	80-05-21	244	185	ALL LANDS DESCRIBED BY LEASE
590055	MALCON, ROY E, ET UX	BECK, C E	80-05-20	244	169	ALL LANDS DESCRIBED BY LEASE
590056	SAVILLE, OSA H, ET UX	BECK, C E	80-05-20	244	189	ALL LANDS DESCRIBED BY LEASE

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330006	HOTT, IVAN D	BECK, C E	80-08-29	246	381	ALL LANDS DESCRIBED BY LEASE
330007	HAWSE, ROSIE C	BECK, C E	80-08-28	246	377	ALL LANDS DESCRIBED BY LEASE
330010	RUBENSTEIN, PERMAN, ETUX	BECK, C E	80-08-21	246	400	ALL LANDS DESCRIBED BY LEASE
330012	HOTT, DAVID C	BECK, C E	80-08-26	247	173	ALL LANDS DESCRIBED BY LEASE
330013	NAZELROD, JONAH K, ETUX	BECK, C E	80-08-29	246	390	ALL LANDS DESCRIBED BY LEASE

330045	HAINES, RICHARD F, ET UX	BECK, C E	80-09-11	246	375	ALL LANDS DESCRIBED BY LEASE
330046	LARGENT, WM J, ET UX	BECK, C E	80-08-20	247	251	ALL LANDS DESCRIBED BY LEASE

330070	EATON, MARSHALL L, ET UX	BECK, C E	80-09-17	246	366	ALL LANDS DESCRIBED BY LEASE
330071	WHITACRE, SCCTTY O	BECK, C E	80-09-17	246	411	ALL LANDS DESCRIBED BY LEASE

330073	BROWN, WILLIAM, ET UX	BECK, C E	80-09-05	246	364	ALL LANDS DESCRIBED BY LEASE
330075	DANCY, LARRY D, ET UX	BECK, C E	80-09-08	246	362	ALL LANDS DESCRIBED BY LEASE
330077	KOLB, DAVID S	BECK, C E	80-09-08	247	249	ALL LANDS DESCRIBED BY LEASE
330078	RUDY, PEARL P	BECK, C E	80-09-09	246	404	ALL LANDS DESCRIBED BY LEASE

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OIL AND GAS DIVISION
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LAND PROP NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	LEASE DATE	RECORDING BOOK	INFORMATION PAGE	DESCRIPTION FILE NO.
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330091	SHUPE, TOMMY R. ET UX	BECK, C E	80-09-23	247	265	ALL LANDS DESCRIBED BY LEASE
330092	OTT, JOHN T. ET UX	BECK, C E	80-09-23	246	394	ALL LANDS DESCRIBED BY LEASE

330094	WHITACRE, ROY S. ET UX	BECK, C E	80-09-18	246	409	ALL LANDS DESCRIBED BY LEASE
330095	BELFORD, MALISSA	BECK, C E	80-09-22	246	358	ALL LANDS DESCRIBED BY LEASE

330107	SAGER, FLORA M	BECK, C E	80-09-25	248	403	ALL LANDS DESCRIBED BY LEASE
330110	CHAPLAIN, OSCAR S. JRETUX	BECK, C E	80-08-26	247	165	ALL LANDS DESCRIBED BY LEASE
330120	KERNS, ELDRIDGE J. ET UX	BECK, C E	80-09-28	247	169	ALL LANDS DESCRIBED BY LEASE

330122	BOTKIN, GERALD M. ET UX	BECK, C E	80-09-25	247	163	ALL LANDS DESCRIBED BY LEASE
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330154	RIVER BEND FARMS INC	BECK, C E	80-10-02	247	258	ALL LANDS DESCRIBED BY LEASE
330155	BISE, VIRGIL A. ET UX	BECK, C E	80-10-03	247	234	ALL LANDS DESCRIBED BY LEASE
330160	NIXON, RUSSELL T ET UX	BECK, C E	80-09-23	247	253	ALL LANDS DESCRIBED BY LEASE

330161	SHAFFER, LARRY. ET UX	BECK, C E	80-09-18	247	261	ALL LANDS DESCRIBED BY LEASE
330162	FRIDLEY, RAMCNE. ET UX	BECK, C E	80-09-16	247	243	ALL LANDS DESCRIBED BY LEASE

330191	SPURLING, CAVID F. ET UX	BECK, C E	80-10-03	247	269	ALL LANDS DESCRIBED BY LEASE
330192	CROUSE, H MARSHALL, ETAL	BECK, C E	80-10-15	247	238	ALL LANDS DESCRIBED BY LEASE
330193	FREDMAN, JAMEE F. ET UX	BECK, C E	80-09-26	247	241	ALL LANDS DESCRIBED BY LEASE

330196	CHACONAS, PETER G. ET UX	BECK, C E	80-10-15	248	374	ALL LANDS DESCRIBED BY LEASE
330197	STEVENS, G ERNEST, ET UX	BECK, C E	80-09-12	248	413	ALL LANDS DESCRIBED BY LEASE
330198	BROWN, GILEFT C. E UX	BECK, C E	80-08-20	248	621?	ALL LANDS DESCRIBED BY LEASE

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OIL AND GAS DIVISION WV DEPARTMENT OF MINES

09/08/2023

31912

Agreement

Made and entered into the 24th day of April

A.D., 19 80 by and between

Loring A. Brock and Lucy L. Brock, his wife

Delray County of Hampshire and State of West Virginia, 26714

parties of the first part, hereinafter called the Lessor, and C.E. Beck, Box 395, 32 National Transit Building, Oil City, Pennsylvania, 16301

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

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

Sherman County of Hampshire and State of West Virginia described as follows: Section 11 parcels 19, 20 (67.769 & 40 acres) Section 7 parcels 12, 14, 17 (3, 9.231, & 19 acres) (deed book 110/20)

and bounded substantially by lands now and formerly owned as follows:

On the North by: Lincoln Cox

On the East by: Nicholas Eny et al

On the South By: Minor Watts

On the West By: Robert D. Krehbiel

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MAR 3 1983

OIL AND GAS DIVISION WV DEPARTMENT OF MINES

containing 139.00 acres, more or less. In addition to the above described land, any and all strings or parcels of land adjoining or contiguous to the above described land and owned or claimed by Lessor are hereby leased to Lessee.

Lessee shall be responsible for any damage to growing crops, fences, and buildings which may result from said operations. No well shall be drilled within 400 feet of any house or barn now on said premises. Lessor agrees that Lessee may enter upon leased premises, search for and clean out any abandoned oil or gas well, and such well shall then be considered to have been drilled under the terms of this lease. The same may be properly plugged and abandoned again or refitted and utilized by Lessee for the production or storage of gas or oil.

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

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

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

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

6. If operations for drilling are not commenced on the leased premises, or on acreage pooled therewith as above provided, on or before one year from this date, this lease shall then terminate as to both parties unless Lessee on or before the expiration of said period shall pay or tender to Lessor, or to the credit of Lessor in First

National Bank of Romney Romney, West Virginia, 26757, or any successor bank the sum of one hundred thirty-nine and no/00 Dollars (\$ 139.00

hereinafter called the "delay rental," which shall extend for twelve (12) months the time within which drilling operations or mining operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders the commencement of drilling operations or mining operations may be further deferred for periods of twelve (12) months each during the primary term. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

589446

09/08/2023

34509
Oil and Gas Lease - Paid-Up

327

Agreement

Made and entered into the 17th day of November

A.D., 19 81 by and between

Robert J. Crossgrove and Ruth Esch, husband and wife
904 Glaizewood Court

Takoma Park, County of Montgomery and State of Maryland, 20912

parties of the first part, hereinafter called the Lessor, and C.E. Beck, Box 395, 32 National Transit Building, Oil City, Pennsylvania, 16301

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

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

Sherman, County of Hampshire, and State of West Virginia

described as follows: Tax map #11 parcel 18.1 (Deed Book 216 page 767)

It is further agreed that the Lessee, his heirs or assigns, may not drill, move equipment or lay pipeline across the leased premises without the express written consent of the Lessors, their heirs or assigns.

and bounded substantially by lands now and formerly owned as follows:

On the North by: Frank W. Jones et ux

On the East by: Lincoln Cox et al

On the South by: Loring & Lucy Brock

On the West by: Frank W. Jones et ux

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MAR 3 1983

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

containing 2.5 acres, more or less. In addition to the above described land, any and all strings or parcels of land adjoining or contiguous to the above described land and owned or claimed by Lessor are hereby leased to Lessee.

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

2. Lessor hereby covenants that he is seized of an indefeasible fee simple estate in the lands hereinbefore described, subject to existing easements, 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, when defaulted, any taxes, mortgages or other liens existing, levied or assessed on or against the above described lands, and in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

Five RJG R/R, RE RE

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

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

5. The royalties reserved by Lessor, and which shall be paid by Lessee, are: (a) on oil (including but not limited to distillate and condensate) one-eighth (1/8) of that produced and saved from the leased premises, the same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected, provided, however, Lessee may from time to time purchase such royalty oil, paying therefore the current market price at the wells in the field or area for oil (crude) having the same or nearest to the same gravity; (b) on gas, including casinghead gas and all other gaseous or vaporous substances, produced from said land and sold or used off the leased premises or in the manufacture of gasoline or in the extraction of sulfur or any other product, the market value at the wells of one-eighth (1/8) of the gas so sold or used, such market value at the wells in no event to exceed the net proceeds received by Lessee calculated or allocated back to the wells from which produced, making allowance and deduction for a fair and reasonable charge for gathering, compressing and making merchantable such gas, provided, that on gas sold at the wells, the royalty shall be one-eighth (1/8) of the net proceeds received by Lessee from such sale, after such allowance and deduction, and provided further that, if any such sale of gas is regulated as to price by any governmental agency having jurisdiction, such market value or net proceeds shall in no event exceed the amount received by Lessee, not subject to refund, calculated or allocated back to the wells from which produced, making allowance and deduction of a fair and reasonable charge for gathering, compressing and making merchantable such gas, and which amount may be further adjusted up or down prospectively or retrospectively when the price or rate authorized by such governmental agency is finally determined; (c) on sulfur mined and marketed, One Dollar (\$1.00) per long ton (2240 lbs.). During any period (whether before or after expiration of the primary term hereof) where there is a gas well on the leased premises or on a unit that includes all or a part of the leased premises, however designated, capable of producing gas in paying quantities and gas is not being sold or used and the well or wells are shut-in and there is no current production of oil or operations on said leased premises or any portion or stratum thereof sufficient to keep this lease in force, Lessee shall be obligated to pay or tender as rental an amount (which shall be the same and shall be paid regardless of the number of the shut-in wells and regardless of whether the shut-in well or wells be located upon said premises or upon such other acreage as is embraced in such unit) for each six-month period to Lessor, or to the credit of Lessor in

Suburban Trust

09/08/2023

Bank at, Takoma Park Branch, Takoma Park, MD 20912

or any successor bank, the sum of One and 25/100

Dollars (\$1.25), which shall extend for six (6) months the provisions of this lease. Thereafter, semi-annually, in like manner and upon like payments or tenders this lease will be extended for periods of six (6) months until such gas well gas is marketed or this lease is maintained by some other provision hereof. It will be considered that gas is produced, for all purposes of this lease, during any period that such well or wells are so shut-in; such amount for the first six-month period to be payable within ninety (90) days following shutting in of the first well, and payment for each subsequent six-month period shall be payable on or before the beginning date of each such subsequent six-month period. The amount of each such rental payment or tender may be paid by check or draft of Lessee in the same manner as provided in Paragraph Seven (7) hereof, and such payments may be made beyond the primary term. Lessee shall use reasonable diligence to market gas capable of being produced from such shut-in well or wells but shall be under no obligation to market such gas under terms, conditions, or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall have free use of oil, distillate, condensate, gas, and water from the leased premises, except water from Lessor's wells and tanks, for all operations hereunder.

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

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

8. This is a paid-up lease. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated to commence or continue any operations during the primary term. If at any time prior to sixty (60) days before the expiration of the primary term, Lessee should drill a dry hole thereon or production should cease, no operations for drilling, deepening, plugging back, or reworking are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil or gas is not being produced on the leased premises or on acreage pooled therewith, but Lessee is then engaged in drilling, deepening, plugging back, or reworking operations thereon, or, if after the expiration of the primary term, production on this lease or on acreage pooled therewith shall cease, or such drilling, deepening, plugging back or reworking operations results in a dry hole, the lease shall remain in force so long as operations on said well or for drilling, deepening, plugging back, or reworking of any additional well are prosecuted with no cessation of more than sixty (60) consecutive days and, if they result in the production of oil or gas so long thereafter as oil or gas is produced from the leased premises, or on acreage pooled therewith.

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

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

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

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

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

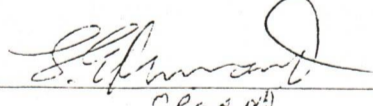
14. Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws of the state wherein leased premises are situated insofar as the same in any way may affect the purpose for which this lease is made.

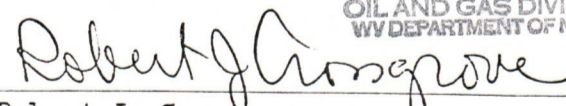
15. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein,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

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

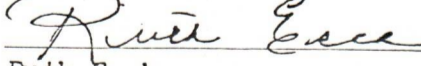
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MAR 3 1983
OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

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

WITNESS:

C. E. Beck


Robert J. Crossgrove (Seal)

290-44-5705 (S.S.#) or (Tax I.D.#)


Ruth Esch (Seal)

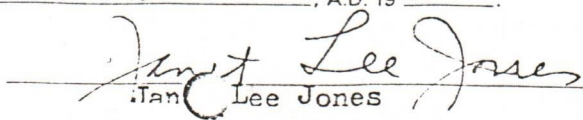
230-70-7970 (S.S.#) or (Tax I.D.#)

This instrument prepared by:
C. E. Beck, 32 National Transit Bldg.
Oil City, Pennsylvania 16301-0395

ACKNOWLEDGEMENT County of Hampshire, District of Columbia, STATE OF Maryland
Recorded in Need Be No. 329
Page 327
in and for said County, in the State aforesaid, do hereby certify that Robert J. Crossgrove and Ruth Esch, husband and wife

personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this 09/08/2023 day of September, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, and desired the same to be recorded as such.

Given under my hand and notarial Seal, this 25th day of November, A.D. 19 81
My commission expires Oct. 14, 1986


Jan Lee Jones (Seal)

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:
Be it remembered that on the 25th day of January, 19 82, at 2:44 P M.,
this Oil and Gas Lease was presented in the Clerk's Office of the County Commission of said County.

Oil and Gas Lease - Paid-Up

Agreement

Made and entered into the 19th day of November A.D., 19 80 by and between

Vito A. Favarola and Janice L. Favarola, husband and wife 1820 Trout Farm Road

Jarrettsville, County of Harford and State of Maryland, 21084

part Y of the first part, hereinafter called the Lessor, and C.E. Beck, Box 395, 32 National Transit Building,

Oil City, Pennsylvania, 16301

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

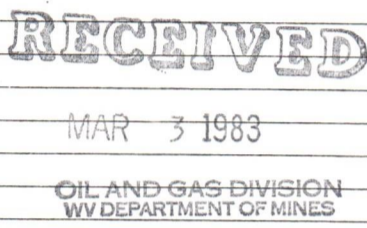
1. That for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid by Lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, Lessor does hereby grant, demise, lease, and let unto Lessee, for its exclusive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

Sherman, County of Hampshire, and State of West Virginia described as follows: map #11 parcel 14.1

It is further agreed that the Lessee, his heirs or assigns, shall not drill, move equipment or lay pipeline on the leased premises without the express written consent of the Lessor, his heirs or assigns.

and bounded substantially by lands now and formerly owned as follows:

- On the North by: Pearl V. Bryant
- On the East by: Pearl V. Bryant
- On the South by: Frank Jones
- On the West by: Eugene Kilmer; Ansel Wolfe



containing 7.69 acres, more or less. In addition to the above described land, any and all strings or parcels of land adjoining or contiguous to the above described land and owned or claimed by Lessor are hereby leased to Lessee.

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

2. Lessor hereby covenants that he is seized of an indefeasible fee simple estate in the lands hereinbefore described, subject to existing easements, 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, when defaulted, any taxes, mortgages or other liens existing, levied or assessed on or against the above described lands, and in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

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

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

5. The royalties reserved by Lessor, and which shall be paid by Lessee, are: (a) on oil (including but not limited to distillate and condensate) one-eighth (1/8) of that produced and saved from the leased premises, the same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected, provided, however, Lessee may from time to time purchase such royalty oil, paying therefore the current market price at the wells in the field or area for oil (crude) having the same or nearest to the same gravity; (b) on gas, including casinghead gas and all other gaseous or vaporous substances, produced from said land and sold or used off the leased premises or in the manufacture of gasoline or in the extraction of sulfur or any other product, the market value at the wells of one-eighth (1/8) of the gas so sold or used, such market value at the wells in no event to exceed the net proceeds received by Lessee calculated or allocated back to the wells from which produced, making allowance and deduction for a fair and reasonable charge for gathering, compressing and making merchantable such gas, provided, that on gas sold at the wells, the royalty shall be one-eighth (1/8) of the net proceeds received by Lessee from such sale, after such allowance and deduction, and provided further that, if any such sale of gas is regulated as to price by any governmental agency having jurisdiction, such market value or net proceeds shall in no event exceed the amount received by Lessee, not subject to refund, calculated or allocated back to the wells from which produced, making allowance and deduction of a fair and reasonable charge for gathering, compressing and making merchantable such gas, and which amount may be further adjusted up or down prospectively or retrospectively when the price or rate authorized by such governmental agency is finally determined; (c) on sulfur mined and marketed, One Dollar (\$1.00) per long ton (2240 lbs.). During any period (whether before or after expiration of the primary term hereof) where there is a gas well on the leased premises or on a unit that includes all or a part of the leased premises, however designated, capable of producing gas in paying quantities and gas is not being sold or used and the well or wells are shut-in and there is no current production of oil or operations on said leased premises or any portion or stratum thereof sufficient to keep this lease in force, Lessee shall be obligated to pay or tender as rental an amount (which shall be the same and shall be paid regardless of the number of the shut-in wells and regardless of whether the shut-in well or wells be located upon said premises or upon such other acreage as is embraced in such unit) for each six-month period to Lessor, or to the credit of Lessor in Commercial Savings

Bank at, Upper Crossroads Branch, Jarrettsville, Maryland, 21084 Three and 85/100 x FALLSTON, MD. 21047

Dollars (\$ 3.85), which shall extend for six (6) months the provisions of this lease. Thereafter, semi-annually, in like manner and upon like payments or tenders this lease will be extended for periods of six (6) months until such gas well gas is marketed or this lease is maintained by some other provision hereof. It will be considered that gas is produced, for all purposes of this lease, during any period that such well or wells are so shut-in; such amount for the first six-month period to be payable within ninety (90) days following shutting in of the first well, and payment for each subsequent six-month period shall be payable on or before the beginning date of each such subsequent six-month period. The amount of each such rental payment or tender may be paid by check or draft of Lessee in the same manner as provided in Paragraph Seven (7) hereof, and such payments may be made beyond the primary term. Lessee shall use reasonable diligence to market gas capable of being produced from such shut-in well or wells but shall be under no obligation to market such gas under terms, conditions, or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall have free use of oil, distillate, condensate, gas, and water from the leased premises, except water from Lessor's wells and tanks, for all operations hereunder.

COMMERCIAL & SAVINGS BANK 2401 BALDWIN MILL RD FALLSTON, MD 21047

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

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

8. This is a paid-up lease. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated to commence or continue any operations during the primary term. If at any time prior to sixty (60) days before the expiration of the primary term, Lessee should drill a dry hole thereon or production should cease, no operations for drilling, deepening, plugging back, or reworking are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil or gas is not being produced on the leased premises or on acreage pooled therewith, but Lessee is then engaged in drilling, deepening, plugging back, or reworking operations thereon, or, if after the expiration of the primary term, production on this lease or on acreage pooled therewith shall cease, or such drilling, deepening, plugging back or reworking operations results in a dry hole, the lease shall remain in force so long as operations on said well or for drilling, deepening, plugging back, or reworking of any additional well are prosecuted with no cessation of more than sixty (60) consecutive days and, if they result in the production of oil or gas so long thereafter as oil or gas is produced from the leased premises, or on acreage pooled therewith.

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

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

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

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

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

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

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

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

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

WITNESS:

Lorraine M. Suter
State of West Virginia,
County of Hampshire,

Vito A. Favarola
Oil and Gas Division
West Virginia Department of Mines
(Seal)

Recorded in *Deed Bk No. 248*
Lorraine M. Suter 382

Vito A. Favarola
213-33-2487 (S.S.#) or (Tax I.D.#)
Janice L. Favarola
(Seal)

This instrument prepared by:
C. E. Beck, P.O. Box 395
Oil City, PA 16301

Janice L. Favarola
218-44-1183 (S.S.#) or (Tax I.D.#)
NANCY C. FELLE
CLERK
MAR 9 2 29 PM '83
RECORDS & COMMUNICATIONS SECTION
HAMPDEN COUNTY, WEST VIRGINIA

COUNTY OF Hanford, STATE OF Maryland
I, the under signed notary public

County, in the State aforesaid, do hereby certify that Vito A. Favarola and Janice L. Favarola, husband and wife

are personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, and desired the same to be recorded as such.

Given under my hand and notarial Seal, this 5th day of January, A.D. 19 81

My commission expires 7/2/82
Lorraine M. Suter (Seal)

09/08/2023

Oil and Gas Lease - Paid-Up

Agreement

Made and entered into the 16th day of November A.D., 1980 by and between

Douglas D. Cunningham and Hazel V. Cunningham, husband and wife

Rt. 2, Box 384A

Williamsport, County of Washington and State of Maryland, 21795

part Y of the first part, hereinafter called the Lessor, and C.E. Beck, Box 395, 32 National Transit Building, Oil City, Pennsylvania, 16301

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

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

Sherman, County of Hampshire, and State of West Virginia

described as follows:

Deed book 200 page 281 map 11 parcel 18

and bounded substantially by lands now and formerly owned as follows:

On the North by: Vito Favorola ; Pearl Bryant

On the East by: Lincoln Cox et al

On the South by: Loring Brock

On the West by: Frank Jones et al

RECEIVED

MAR 3 1983

OIL AND GAS DIVISION WV DEPARTMENT OF MINES

containing 5.00 acres, more or less. In addition to the above described land, any and all strings or parcels of land adjoining or contiguous to the above described land and owned or claimed by Lessor are hereby leased to Lessee.

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

2. Lessor hereby covenants that he is seized of an indefeasible fee simple estate in the lands hereinbefore described, subject to existing easements, 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, when defaulted, any taxes, mortgages or other liens existing, levied or assessed on or against the above described lands, and in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

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

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

5. The royalties reserved by Lessor, and which shall be paid by Lessee, are: (a) on oil (including but not limited to distillate and condensate) one-eighth (1/8) of that produced and saved from the leased premises, the same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected, provided, however, Lessee may from time to time purchase such royalty oil, paying therefore the current market price at the wells in the field or area for oil (crude) having the same or nearest to the same gravity; (b) on gas, including casinghead gas and all other gaseous or vaporous substances, produced from said land and sold or used off the leased premises or in the manufacture of gasoline or in the extraction of sulfur or any other product, the market value at the wells of one-eighth (1/8) of the gas so sold or used, such market value at the wells in no event to exceed the net proceeds received by Lessee calculated or allocated back to the wells from which produced, making allowance and deduction for a fair and reasonable charge for gathering, compressing and making merchantable such gas, provided, that on gas sold at the wells, the royalty shall be one-eighth (1/8) of the net proceeds received by Lessee from such sale, after such allowance and deduction, and provided further that, if any such sale of gas is regulated as to price by any governmental agency having jurisdiction, such market value or net proceeds shall in no event exceed the amount received by Lessee, not subject to refund, calculated or allocated back to the wells from which produced, making allowance and deduction of a fair and reasonable charge for gathering, compressing and making merchantable such gas, and which amount may be further adjusted up or down prospectively or retrospectively when the price or rate authorized by such governmental agency is finally determined; (c) on sulfur mined and marketed, One Dollar (\$1.00) per long ton (2240 lbs.). During any period (whether before or after expiration of the primary term hereof) where there is a gas well on the leased premises or on a unit that includes all or a part of the leased premises, however designated, capable of producing gas in paying quantities and gas is not being sold or used and the well or wells are shut-in and there is no current production of oil or operations on said leased premises or any portion or stratum thereof sufficient to keep this lease in force, Lessee shall be obligated to pay or tender as rental an amount (which shall be the same and shall be paid regardless of the number of the shut-in wells and regardless of whether the shut-in well or wells be located upon said premises or upon such other acreage as is embraced in such unit) for each six-month period to Lessor, or to the credit of Lessor in Washington County National Bank at Potomac St., Williamsport, Maryland, 21795

or any successor bank, the sum of Two and 50/100

09/08/2023

Dollars (\$ 2.50), which shall extend for six (6) months the provisions of this lease. Thereafter, semi-annually, in like manner and upon like payments or tenders this lease will be extended for periods of six (6) months until such gas well gas is marketed or this lease is maintained by some other provision hereof. It will be considered that gas is produced, for all purposes of this lease, during any period that such well or wells are so shut-in; such amount for the first six-month period to be payable within ninety (90) days following shutting in of the first well, and payment for each subsequent six-month period shall be payable on or before the beginning date of each such subsequent six-month period. The amount of each such rental payment or tender may be paid by check or draft of Lessee in the same manner as provided in Paragraph Seven (7) hereof, and such payments may be made beyond the primary term. Lessee shall use reasonable diligence to market gas capable of being produced from such shut-in well or wells but shall be under no obligation to market such gas under terms, conditions, or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall have free use of oil, distillate, condensate, gas, and water from the leased premises, except water from Lessor's wells and tanks, for all operations hereunder.

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

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

8. This is a paid-up lease. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated to commence or continue any operations during the primary term. If at any time prior to sixty (60) days before the expiration of the primary term, Lessee should drill a dry hole thereon or production should cease, no operations for drilling, deepening, plugging back, or reworking are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil or gas is not being produced on the leased premises or on acreage pooled therewith, but Lessee is then engaged in drilling, deepening, plugging back, or reworking operations thereon, or, if after the expiration of the primary term, production on this lease or on acreage pooled therewith shall cease, such drilling, deepening, plugging back or reworking operations results in a dry hole, the lease shall remain in force so long as operations on said well or for drilling, deepening, plugging back, or reworking of any additional well are prosecuted with no cessation of more than sixty (60) consecutive days and, if they result in the production of oil or gas so long thereafter as oil or gas is produced from the leased premises, or on acreage pooled therewith.

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

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

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

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

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

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

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

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

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

WITNESS:
Craig E. Learned
Craig E. Learned

RECEIVED
MAR 3 1983
Douglas D. Cunningham
Douglas D. Cunningham
234-66-8111

This instrument prepared by:
C. E. Beck, P.O. Box 395
Oil City, PA 16301

Hazel V. Cunningham
State of West Virginia
Hampshire
ACKNOWLEDGEMENT
Filed in Deed Bk No. 248
Page 376
NANCY G. FELLER
CLERK
MAR 9 2 27 PM '81
RECORDS & DEEDS COURT
HAMPSHIRE COUNTY
S.S.# or (Tax I.D.#)

COUNTY OF Hampshire, STATE OF West Virginia, I, the under signed notary public, in and for said County, in the State aforesaid, do hereby certify that Douglas D. Cunningham and Hazel V. Cunningham, husband and wife

personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, and desired the same to be recorded as such.

Given under my hand and notarial Seal, this 17th day of November, A.D. 1980
My commission expires Feb 7, 1987

Estelle L. Shugler
Notary Public

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:
Be it remembered that on the 9th day of March, 1981, at 2:27 P.M.

Oil and Gas Lease

Agreement

Made and entered into the 16th 32305 day of July A.D. 1980 by and between

Pearl V. Smith and Horace G. Smith (husband and wife)

Route 2 Box 195

Augusta 26704

County of Hampshire

and State of W. Virginia

parties of the first part, hereinafter called the Lessor, and C. E. Beck, Box 395, 32 National Transit Building Oil City, Pennsylvania, 16301

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

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

Sherman

Hampshire

West Virginia

County of Hampshire and State of West Virginia

described as follows:

SECTION 11 parcels 14 and 14.4 (6 and 9.44 acres)

and bounded substantially by lands now and formerly owned as follows:

On the North by: Earl E. Kilmer

E. Lincoln Cox, et al

On the East by:

On the South by: Nellie Cunningham

On the West By: Ansel Wolfe

RECEIVED

MAR 3 1983

OIL AND GAS DIVISION WV DEPARTMENT OF MINES

containing 15.44 acres, more or less. In addition to the above described land, any and all strings or parcels of land adjoining or contiguous to the above described land and owned or claimed by Lessor are hereby leased to Lessee.

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

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

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

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

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

6. If operations for drilling are not commenced on the leased premises, or on acreage pooled therewith as above provided, on or before one year from this date, this lease shall then terminate as to both parties unless Lessee on or before the expiration of said period shall pay or tender to Lessor, or to the credit of Lessor in

Bank of Romney, West Virginia - 26757, or any successor in interest, the sum of fifteen dollars and 4/100 Dollars (\$15.44)

hereinafter called the "delay rental," which shall extend for twelve (12) months the time within which drilling operations or mining operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders the commencement of drilling operations or mining operations may be further deferred for periods of twelve (12) months each during the primary term. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS: Doug J. Doshier (Seal) Horace G. Smith (Seal)
Doug J. Doshier 11 Horace G. Smith 231/28/3393 (S.S.#) or (Tax I.D.#)
State of West Virginia
County of Hampshire, Pearl V. Smith (Seal)
County of Hampshire, Pearl V. Smith (S.S.#) or (Tax I.D.#)
recorded in Dec 11 No. 245 Pearl V. Smith (Seal)
Page 407 (S.S.#) or (Tax I.D.#)
(Seal)

This instrument prepared by C.E. Beck, P.O. Box 395, Oil City, PA 16301 (S.S.#) or (Tax I.D.#)

ACKNOWLEDGEMENT

COUNTY OF Hampshire, STATE OF West Virginia
I, the undersigned notary public

09/08/2023 and for said

County, in the State aforesaid, do hereby certify that Horace G. Smith and Pearl V. Smith
husband & wife
are
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the same signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth and desires the same to be recorded as such.

Given under my hand and notarial Seal, this 16th day of July, A.D. 1980
My commission expires Sept 9, 1987

Calitena L. Sherrill (Seal)
STATE OF WEST VIRGINIA, County of Hampshire, to-wit:

Oil and Gas Lease

32426

703

Agreement Made and entered into the 1st day of August A.D., 19 80 by and between

Earl Eugene Kilmer, single
7411 Baylor Avenue

College Park, County of ... and State of Maryland, 20740

part Y of the first part, hereinafter called the Lessor, and C.E. Beck, Box 395, 32 National Transit Building, Oil City, Pennsylvania, 16301

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

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

Sherman, County of Hampshire, and State of West Virginia

described as follows: It is further agreed that there shall be no drilling, laying of pipeline or moving of equipment across the leased premises by Lessee, his heirs or assigns, without the express written consent of Lessor, his heirs or assigns. No storage rights are granted in this agreement and all reference to same does not apply.

Tract I
map #11 parcel 15.1
(3 acres)

Tract II
map #11 parcel 14.3
(20.5 acres)

and bounded substantially by lands now and formerly owned as follows:

On the North by: Ansel Wolfe Arthur Slocum et al
On the East by: Pearl Bryant Smith et vir Lincoln Cox et al
On the South By: Ansel Wolfe Pearl Bryant Smith et vir
On the West By: Ansel Wolfe Ansel Wolfe; William Zeilor

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OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

containing 23.5 acres, more or less. In addition to the above described land, any and all strings or parcels of land adjoining or contiguous to the above described land and owned or claimed by Lessor are hereby leased to Lessee.

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

2. Lessor hereby covenants that he is seized of an indefeasible fee simple estate in the lands hereinbefore described, subject to existing easements, 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, when defaulted, any taxes, mortgages or other liens existing, levied or assessed on or against the above described lands, and in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

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

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

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

09/08/2023

6. If operations for drilling are not commenced on the leased premises, or on acreage pooled therewith as above provided, on or before one year from this date, this lease shall then terminate as to both parties unless Lessee on or before the expiration of said period shall pay or tender to Lessor, or to the credit of Lessor in

Trust Bank at College Park, Maryland, 20740

the sum of Twenty-three and 50/100 Dollars (\$ 23.50)

hereinafter called the "delay rental," which shall extend for twelve (12) months the time within which drilling operations or mining operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders the commencement of drilling operations or mining operations may be further deferred for periods of twelve (12) months each during the primary term. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

595700

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS: Robin Kilmer 8/7/80

Earl Eugene Kilmer (Seal)
Earl Eugene Kilmer 40-9377 (S.S.#) or (Tax I.D.#)

County of West Virginia
County of Hampshire
Notary Public
403

This instrument prepared by C.E. Beck, P.O. Box 395, Oil City, PA 16301 (S.S.#) or (Tax I.D.#)

ACKNOWLEDGEMENT
COUNTY of Maryland, STATE OF Maryland

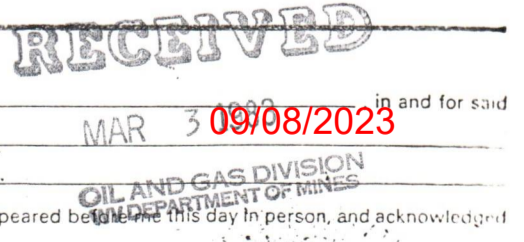
I, Earl Eugene Kilmer, single the under signed notary public in and for said county, in the State aforesaid, do hereby certify that

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

Given under my hand and notarial Seal, this 7th day of August, A.D. 19 80

My commission expires 7-21-82

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



Oil and Gas Lease

33662

789

Agreement

Made and entered into the 30th day of April A.D., 19 81 by and between

Franklin W. Jones and Helen R. Jones, husband and wife
10713 Braddock Road

Fairfax County of Fairfax and State of Virginia 22030
parties of the first part, hereinafter called the Lessor, and C.E. Beck, P.O. Box 395, 32 National Transit Bldg.,
Oil City, Pennsylvania 16301

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

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

Sherman County of Hampshire and State of West Virginia

described as follows:

Tax map 11,
parcel 17

SPECIAL PROVISION: It is further agreed that the lessee, his heirs and assigns, may not drill, lay pipeline or move equipment upon the leased premises without the express written consent of the lessors, their heirs and assigns.

and bounded substantially by lands now and formerly owned as follows:

On the North by: V. Favarola, Pearl Smith

On the East by: Douglas Cunningham

On the South By: L. Brock et al

On the West By: E. Sowers, Ansel Wolfe

RECEIVED

MAR 3 1983

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

containing 11.0 acres, more or less. In addition to the above described land, any and all strings or parcels of land adjoining or contiguous to the above described land and owned or claimed by Lessor are hereby leased to Lessee.

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

2. Lessor hereby covenants that he is seized of an indefeasible fee simple estate in the lands hereinbefore described, subject to existing easements, 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, when defaulted, any taxes, mortgages or other liens existing, levied or assessed on or against the above described lands, and in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

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

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

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

6. If operations for drilling are not commenced on the leased premises, or on acreage pooled therewith as above provided, on or before one year from this date, this lease shall then terminate as to both parties unless Lessee on or before the expiration of said period shall pay or tender to Lessor, or to the credit of Lessor in National Bank of Fairfax Bank at P.O. Box 158, Fairfax, Va. 22030, or any successor bank, the sum of -----Eleven and 00/100----- Dollars (\$11.00--), hereinafter called the "delay rental," which shall extend for twelve (12) months the time within which drilling operations or mining operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders the commencement of drilling operations or mining operations may be further deferred for periods of twelve (12) months each during the primary term. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

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

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

9. In the event of discovery and production of oil, gas or other mineral on the leased premises or on acreage pooled therewith, Lessee should drill a dry hole or commence operations for drilling, deepening, plugging back, or reworking within sixty (60) days thereafter or if it be within the primary term, commences or resumes operations after the expiration of sixty (60) days from date of completion of dry hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery and production of oil, gas or other mineral on the leased premises or on acreage pooled therewith, Lessee should drill a dry hole thereon, no delay rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at expiration of the primary term, oil, gas or other mineral is not being produced on the leased premises or on acreage pooled therewith, but Lessee is then engaged in drilling, deepening, plugging back, or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling, deepening, plugging back, or reworking of any additional well are prosecuted within from the leased premises, or on acreage pooled therewith.

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

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

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

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

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

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

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

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

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

WITNESS: Thomas S. Calkins
Notary Public

This instrument prepared by:
C. E. Beck, O. Box 395
Oil City, PA 16301

RECEIVED
MAR 21 1983
Franklin W. Jones 227-14-4406 (S.S.#) or (Tax I.D.#)
Helen R. Jones (S.S.#) or (Tax I.D.#)
State of West Virginia, County of Hampshire, (S.S.#) or (Tax I.D.#)
Recorded in Deed Bk No. 250 (S.S.#) or (Tax I.D.#)
Page 789 (S.S.#) or (Tax I.D.#)

ACKNOWLEDGEMENT

COUNTY OF Garfield, STATE OF Virginia
I, THE UNDERSIGNED NOTARY PUBLIC

County, in the State aforesaid, do hereby certify that Franklin W. Jones and Helen R. Jones, 09/08/2023
husband and wife

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

Given under my hand and official Seal, this 30th day of April, A.D. 1981
My commission expires June 6, 1983

Laura D. St. Clair (Seal)

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:
Be it remembered that on the 13th day of July, 1981, at Oil City, Pa.

33461
Oil and Gas Lease - Paid-Up

801

Agreement Made and entered into the 12th day of August A.D., 19 80 by and between Arthur H. Slocum Jr. and Jane W. Slocum, husband and wife, and George Hanson and Jeanne E. Hanson, husband and wife, and William H. Loy and Virginia H. Loy, husband and wife c/o 206 W. Burke St. Martinsburg, County of _____ and State of West Virginia, 25401 parties of the first part, hereinafter called the Lessor, and C.E. Beck, Box 395, 32 National Transit Building, Oil City, Pennsylvania, 16301 party of the second part, hereinafter called Lessee, WITNESSETH:

1. That for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid by Lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, Lessor does hereby grant, demise, lease, and let unto Lessee, for its exclusive possession and use for the purpose of (a) exploring by geophysical and other methods, prospecting, drilling, mining, operating for and producing oil and gas and sulfur, including casinghead gas and casinghead gasoline, condensate, (b) saving, treating, transporting and caring for said products, (c) removing therefrom, and from lands operated therewith, water, brine and other refuse and injecting the same, gas, and any other substances into the subsurface thereof, (d) exercising all rights and privileges hereinafter granted to Lessee, (e) constructing, operating and maintaining thereon all structures and facilities necessary or convenient for any and all said purposes, and (f) pooling or unitizing the same with other lands for such purposes, as hereinafter more fully set out, all that certain tract of land situated in the Township or District of Sherman, County of Hampshire, and State of West Virginia described as follows: tax map #11 parcel 14.2

It is further agreed that location of drillsite and access thereto shall be made by agreement of Lessor and Lessee. No storage rights are granted in this lease and any reference to same does not apply. It is agreed and understood that all bonuses and royalties shall be directly tendered to Arthur H. Slocum Jr. as agent for Lessors.

AHS, JWS, GH, JEH, WHL, VHL

and bounded substantially by lands now and formerly owned as follows:

On the North by: Munson H. Lane

On the East by: Lincoln Cox et al

On the South by: Eugene Kilmer

On the West by: William Zeilor

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MAR 3 1983

OIL AND GAS DIVISION WV DEPARTMENT OF MINES

containing 26.32 acres, more or less. In addition to the above described land, any and all strings or parcels of land adjoining or contiguous to the above described land and owned or claimed by Lessor are hereby leased to Lessee.

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

2. Lessor hereby covenants that he is seized of an indefeasible fee simple estate in the lands hereinbefore described, subject to existing easements, 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, when defaulted, any taxes, mortgages or other liens existing, levied or assessed on or against the above described lands, and in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

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

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

5. The royalties reserved by Lessor, and which shall be paid by Lessee, are: (a) on oil (including but not limited to distillate and condensate) one-eighth (1/8) of that produced and saved from the leased premises, the same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected, provided, however, Lessee may from time to time purchase such royalty oil, paying therefore the current market price at the wells in the field or area for oil (crude) having the same or nearest to the same gravity; (b) on gas, including casinghead gas and all other gaseous or vaporous substances, produced from said land and sold or used off the leased premises or in the manufacture of gasoline or in the extraction of sulfur or any other product, the market value at the wells of one-eighth (1/8) of the gas so sold or used, such market value at the wells in no event to exceed the net proceeds received by Lessee calculated or allocated back to the wells from which produced, making allowance and deduction for a fair and reasonable charge for gathering, compressing and making merchantable such gas, provided, that on gas sold at the wells, the royalty shall be one-eighth (1/8) of the net proceeds received by Lessee from such sale, after such allowance and deduction, and provided further that, if any such sale of gas is regulated as to price by any governmental agency having jurisdiction, such market value or net proceeds shall in no event exceed the amount received by Lessee, not subject to refund, calculated or allocated back to the wells from which produced, making allowance and deduction of a fair and reasonable charge for gathering, compressing and making merchantable such gas, and which amount may be further adjusted up or down prospectively or retrospectively when the price or rate authorized by such governmental agency is finally determined; (c) on sulfur mined and marketed, One Dollar (\$1.00) per long ton (2240 lbs.). During any period (whether before or after expiration of the primary term hereof) where there is a gas well on the leased premises or on a unit that includes all or a part of the leased premises, however designated, capable of producing gas in paying quantities and gas is not being sold or used and the well or wells are shut-in and there is no current production of oil or operations on said leased premises or any portion or stratum thereof sufficient to keep this lease in force, Lessee shall be obligated to pay or tender as rental an amount (which shall be the same and shall be paid regardless of the number of the shut-in wells and regardless of whether the shut-in well or wells be located upon said premises or upon such other acreage as is embraced in such unit) for each six-month period to Lessor, or to the credit of Lessor in First National Bank of Romney Bank at Romney, West Virginia 26757 (Box 460) 09/08/2023 or any successor bank, the sum of Thirteen and 16/00..... Dollars (\$ 13.16), which shall extend for six (6) months the provisions of this lease. Thereafter, semi-annually, in like manner and upon like payments or tenders this lease will be extended for periods of six (6) months until such gas well gas is marketed or this lease is maintained by some other provision hereof. It will be considered that gas is produced, for all purposes of this lease, during any period that such well or wells are so shut-in; such amount for the first six-month period to be payable within ninety (90) days following shutting in of the first well, and payment for each subsequent six-month period shall be payable on or before the beginning date of each such subsequent six-month period. The amount of each such rental payment or tender may be paid by check or draft of Lessee in the same manner as provided in Paragraph Seven (7) hereof, and such payments may be made beyond the primary term. Lessee shall use reasonable diligence to market gas capable of being produced from such shut-in well or wells but shall be under no obligation to market such gas under terms, conditions, or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall have free use of oil, distillate, condensate, gas, and water from the leased premises, except water from Lessor's wells and tanks, for all operations hereunder.

331877 Land-Property Number

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

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

8. This is a paid-up lease. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated to commence or continue any operations during the primary term. If at any time prior to sixty (60) days before the expiration of the primary term, Lessee should drill a dry hole thereon or production should cease, no operations for drilling, deepening, plugging back, or reworking are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil or gas is not being produced on the leased premises or on acreage pooled therewith, but Lessee is then engaged in drilling, deepening, plugging back, or reworking operations thereon, or, if after the expiration of the primary term, production on this lease or on acreage pooled therewith shall cease, or such drilling, deepening, plugging back or reworking operations results in a dry hole, the lease shall remain in force so long as operations on said well or for drilling, deepening, plugging back, or reworking of any additional well are prosecuted with no cessation of more than sixty (60) consecutive days and, if they result in the production of oil or gas so long thereafter as oil or gas is produced from the leased premises, or on acreage pooled therewith.

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

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

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

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

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

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

15. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase, the purchase price shall be paid to the offeror within fifteen days after the expiration of the primary term of this lease.

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

Be it remembered that on the 18th day of May, 1981, at 2:19 P.M., this Oil & Gas Lease was presented in the Clerk's Office of the County Commission of said County and with the certificate thereto annexed, admitted to record.

Attest Nancy C. Feller Clerk County Commission, Hampshire County, W. Va.

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO 74564-E

Arthur H. Slocum Jr. This instrument prepared by: C. E. Beck, P.O. Box 395 Oil City, PA 16301 Jane W. Slocum

William H. Loy

Virginia H. Loy State of West Virginia, County of Hampshire,

RECORD (Seal) 232-48-165 (S.S.#) or (Tax I.D.#) NANCY C. FELLER CLERK 234-56-51 (S.S.#) or (Tax I.D.#) H. J. COURT

Jeanne E. Hanson ss# 033-24-758

ACKNOWLEDGEMENT recorded in Deed Bk No. 247

COUNTY OF Berkeley, STATE OF West Virginia

Page 801

I, the under signed notary public in and for said County, in the State aforesaid, do hereby certify that Arthur H. Slocum Jr. and Jane W. Slocum, husband and wife, George Hanson and Jeanne E. Hanson, husband and wife, William H. Loy and Virginia H. Loy, husband and wife

are personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, and desired the same to be recorded as such.

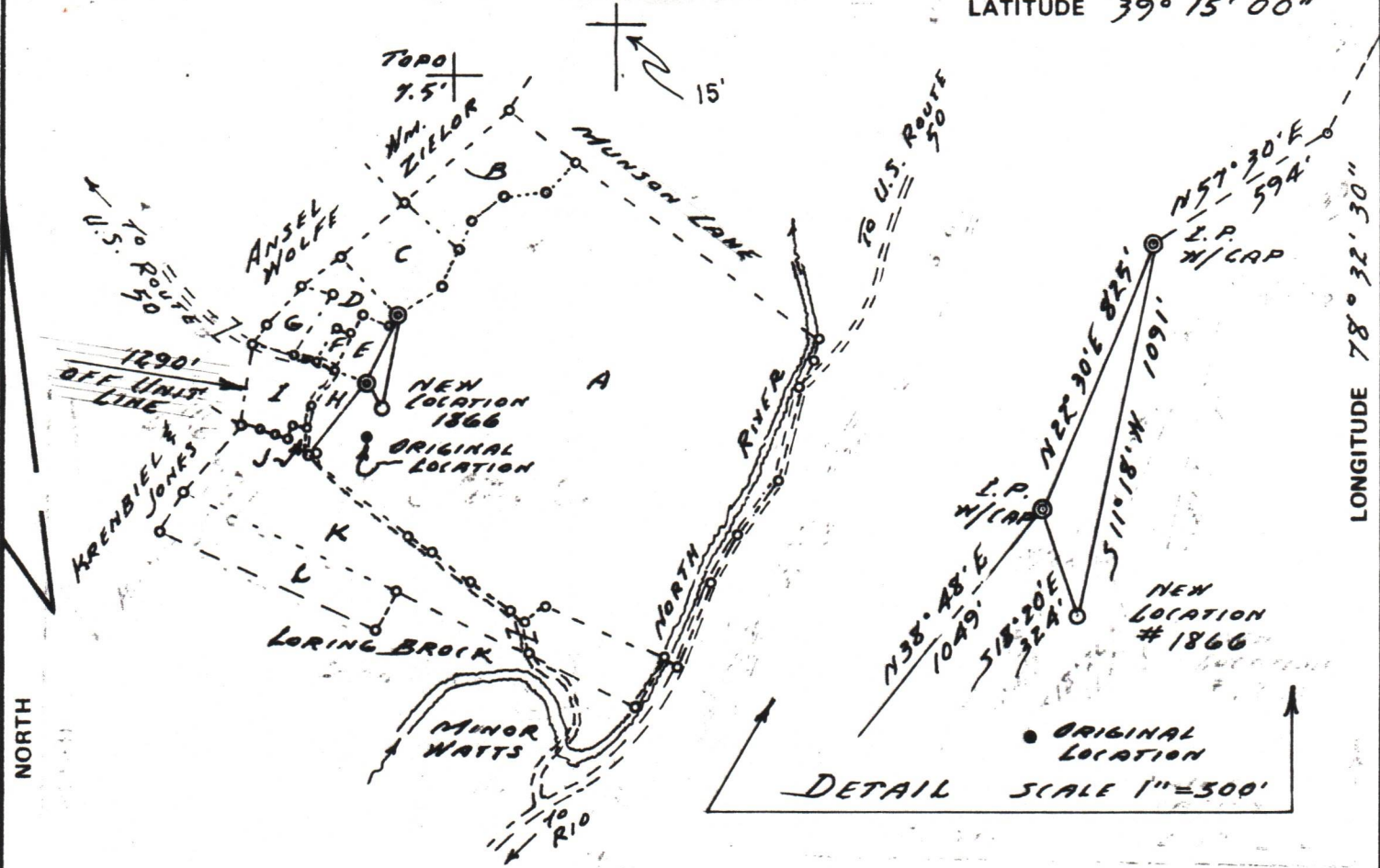
Given under my hand and notarial Seal, this 9th day of February, A.D. 19 81

My commission expires 4-29-85 Mary L. Feller

MAR 3 1983 OIL AND GAS DIVISION WV DEPARTMENT OF MINES

MAR 5 1983

09/08/2023



UNIT CONSISTS OF		
	NAME	LEASE No. ACRES
A	ALAN COX, et. al.	340010 454.59
B	ARTHUR H. SLOCUM, JR. - AGENT	331877 25.00
C	EARL EUGENE KILMER	595700 20.50
D	WALTER C. CUNNINGHAM, et. al.	590748 7.90
E	ADAM A. FIORAMONTI, et. al.	590748 6.00
F	PEARL A. SMITH	590748 1.51
G	VITO A. FAYAROLA, et. al.	331772 7.69
H	DOUGLAS D. CUNNINGHAM, et. al.	331732 5.00
I	FRANKLIN W. JONES, et. al.	334817 11.00
J	ROBT. J. CROSS GROVE & RUTH ESCH	336294 2.25
K	LORING A. BROCK, et. al.	589446 64.77
L	LORING A. BROCK, et. al.	589446 33.79
		TOTAL 640.00

FILE NO. U.D.I. - 3 - 8
 DRAWING NO. 83 - 13
 SCALE 1" = 2000'
 MINIMUM DEGREE OF ACCURACY 1 IN 500
 PROVEN SOURCE OF ELEVATION SECT. OF ROADS
1250' N.W. OF LOCATION
EL. = 1214

I THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND SHOWS ALL THE INFORMATION REQUIRED BY LAW AND THE REGULATIONS ISSUED AND PRESCRIBED BY THE DEPARTMENT OF MINES.
 (SIGNED) Thomas F. Weaver, Jr.
 R.P.E. _____ L.L.S. 410

PLACE SEAL HERE

STATE OF WEST VIRGINIA
 DEPARTMENT OF MINES
 OIL AND GAS DIVISION



DATE APRIL 12, 19 83
 OPERATOR'S WELL NO. 1-1866 REV.
 API WELL NO. _____

47 - 027 - 0038-Rev.
 STATE COUNTY PERMIT

(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS
 WELL TYPE: OIL ___ GAS LIQUID INJECTION ___ WASTE DISPOSAL ___
 (IF "GAS,") PRODUCTION STORAGE ___ DEEP SHALLOW ___
 LOCATION: ELEVATION 1145 WATER SHED NORTH RIVER
 DISTRICT SHERMAN COUNTY HAMPSHIRE
 QUADRANGLE YELLOW SPRING
 SURFACE OWNER ALAN COX et. al. ACREAGE 454.59
 OIL & GAS ROYALTY OWNER SEE UNIT LEASE ACREAGE SEE UNIT
 LEASE NO. AMOCO - LAND PROP. NO. 09/08/2023
 PROPOSED WORK: DRILL CONVERT ___ DRILL DEEPER ___ REDRILL ___ FRACTURE OR STIMULATE PLUG OFF OLD FORMATION ___ PERFORATE NEW FORMATION ___ OTHER PHYSICAL CHANGE IN WELL (SPECIFY) _____
 PLUG AND ABANDON ___ CLEAN OUT AND REPLUG ___
 TARGET FORMATION ORISKANY ESTIMATED DEPTH 8000'
 WELL OPERATOR UNION DRILLING, INC. DESIGNATED AGENT JOSEPH C. YANZANT, JR.
 ADDRESS P.O. DRAWER 40 ADDRESS P.O. DRAWER 40
BUCKHANNON, W.VA. 26201 BUCKHANNON, W.VA. 26201

09/08/2023

LAND PROP NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	LEASE DATE	RECORDING BOOK	INFORMATION PAGE	DESCRIPTION FILE NO.
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RECEIVED

MAR 3 1983

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

589406	KIDWELL, JUNIOR G. ET UX	BECK, C E	80-04-16	244	47	ALL LANDS DESCRIBED BY LEASE
589407	BEYER, RUTH F	BECK, C E	80-04-22	244	49	ALL LANDS DESCRIBED BY LEASE
589408	DIVELBLISS, EXINA SNYDER	BECK, C E	80-04-15	244	51	ALL LANDS DESCRIBED BY LEASE
589416	HOCKMAN, VERNON B. ET UX	BECK, C E	80-04-15	244	53	ALL LANDS DESCRIBED BY LEASE
589433-A	HOTT, MERLE E. ET UX	BECK, C E	80-04-07	244	59	ALL LANDS DESCRIBED BY LEASE
589433-B	THOMPSON, LOUDON L. ET UX	BECK, C E	80-04-07	244	61	ALL LANDS DESCRIBED BY LEASE
589438	HEAVNER, WILLIAM G. ET UX	BECK, C E	80-04-24	244	63	ALL LANDS DESCRIBED BY LEASE
589446	BROCK, LORING A. ET UX	BECK, C E	80-04-24	244	65	ALL LANDS DESCRIBED BY LEASE
589453	WHITACRE, DWIGHT C. ET UX	BECK, C E	80-04-28	0244	00067	ALL LANDS DESCRIBED BY LEASE
589459	NIEBUHR, MERYL G	BECK, C E	80-04-16	244	175	ALL LANDS DESCRIBED BY LEASE
589463	WOLFE, ANSEL V. ET UX	BECK, C E	80-04-29	0244	00159	ALL LANDS DESCRIBED BY LEASE
589471	MARKLEY, D B M. ET VIR	BECK, C E	80-04-21	244	171	ALL LANDS DESCRIBED BY LEASE
589473-A	SHINGLETON, NETTIE V	BECK, C E	80-04-29	244	195	ALL LANDS DESCRIBED BY LEASE
589473-B	DATES, DAVID R. ET UX	BECK, C E	80-04-29	244	179	ALL LANDS DESCRIBED BY LEASE
589479	BEAN, SALLY PANCAKE, ET AL	BECK, C E	80-04-21	244	155	ALL LANDS DESCRIBED BY LEASE
589482	CHANEY, VERNON C. ET UX	BECK, C E	80-04-26	244	507	ALL LANDS DESCRIBED BY LEASE
589483	LONG, RUTH CATHERINE	BECK, C E	80-04-25	244	165	ALL LANDS DESCRIBED BY LEASE
589484	FIELDS, EARL C. ET UX	BECK, C E	80-04-29	244	159	ALL LANDS DESCRIBED BY LEASE
589485	MULLIGAN, VERNON R. ET UX	BECK, C E	80-04-25	244	173	ALL LANDS DESCRIBED BY LEASE
589497-A	NIXON, PHILLIP E. ET UX	BECK, C E	80-04-23	244	177	ALL LANDS DESCRIBED BY LEASE
589498-A	ALT, LOY A. ET UX	BECK, C E	80-04-24	244	153	ALL LANDS DESCRIBED BY LEASE

228

09/08/2023

EXHIBIT 'A'
STATE OF WEST VIRGINIA COUNTY OF HAMPSHIRE

LAND PROP NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	LEASE DATE	RECORDING BOOK	INFORMATION PAGE NO.	DESCRIPTION
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330006	HOTT, IVAN O	BECK, C E	80-08-29	246	381	ALL LANDS DESCRIBED BY LEASE
330007	HAUSE, ROSIE C	BECK, C E	80-08-28	246	377	ALL LANDS DESCRIBED BY LEASE
330010	RUBENSTEIN, PERMAN, ETUX	BECK, C E	80-08-21	246	400	ALL LANDS DESCRIBED BY LEASE
330012	HOTT, DAVID C	BECK, C E	80-08-26	247	173	ALL LANDS DESCRIBED BY LEASE
330013	NAZELROD, JONAH K, ETUX	BECK, C E	80-08-29	246	390	ALL LANDS DESCRIBED BY LEASE

330045	HAINES, RICHARD F, ET UX	BECK, C E	80-09-11	246	375	ALL LANDS DESCRIBED BY LEASE
330046	LARGENT, WM J, ET UX	BECK, C E	80-08-20	247	251	ALL LANDS DESCRIBED BY LEASE

330070	EATON, MARSHALL L, ET UX	BECK, C E	80-09-17	246	366	ALL LANDS DESCRIBED BY LEASE
330071	WHITACRE, SCCTTY O	BECK, C E	80-09-17	246	411	ALL LANDS DESCRIBED BY LEASE

330073	BROWN, WILLIAM, ET UX	BECK, C E	80-09-05	246	364	ALL LANDS DESCRIBED BY LEASE
330075	DANCY, LARRY D, ET UX	BECK, C E	80-09-08	246	362	ALL LANDS DESCRIBED BY LEASE
330077	KOLB, DAVID S	BECK, C E	80-09-08	247	249	ALL LANDS DESCRIBED BY LEASE
330078	RUDY, PEARL P	BECK, C E	80-09-09	246	404	ALL LANDS DESCRIBED BY LEASE

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MAR 3 1983

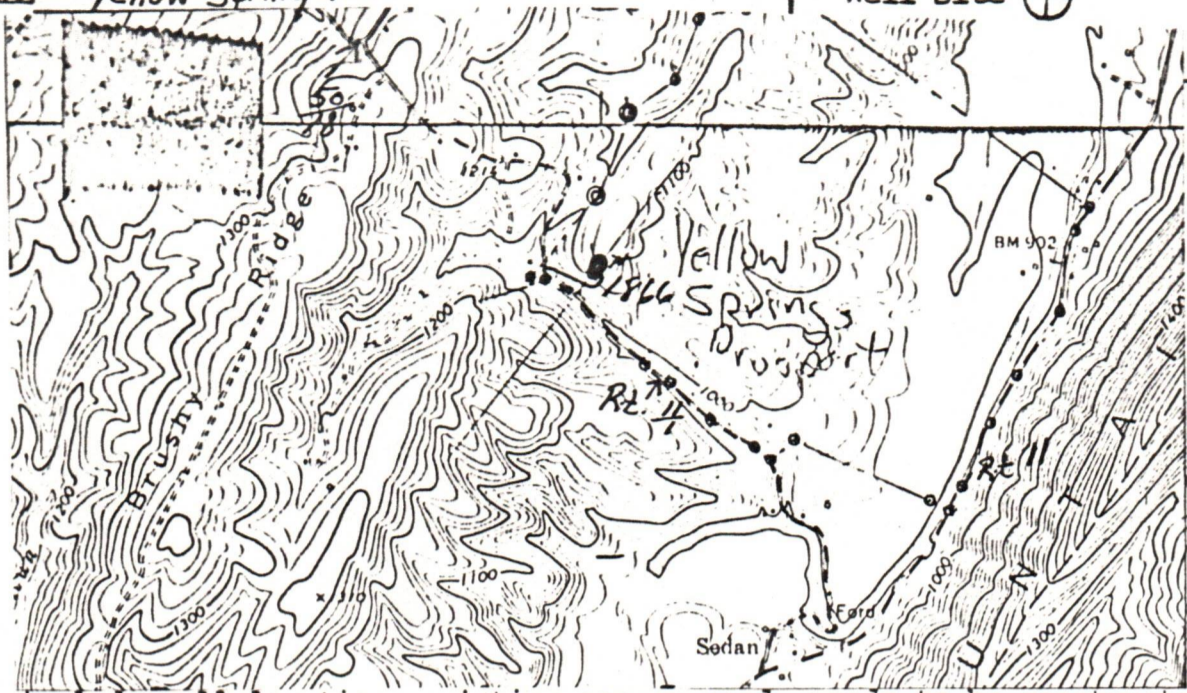
OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

09/08/2023

ATTACH OR PHOTOCOPY SECTION OF INVOLVED TOPOGRAPHIC MAP. QUADRANGLE *Yellow Spring 7.5*

LEGEND

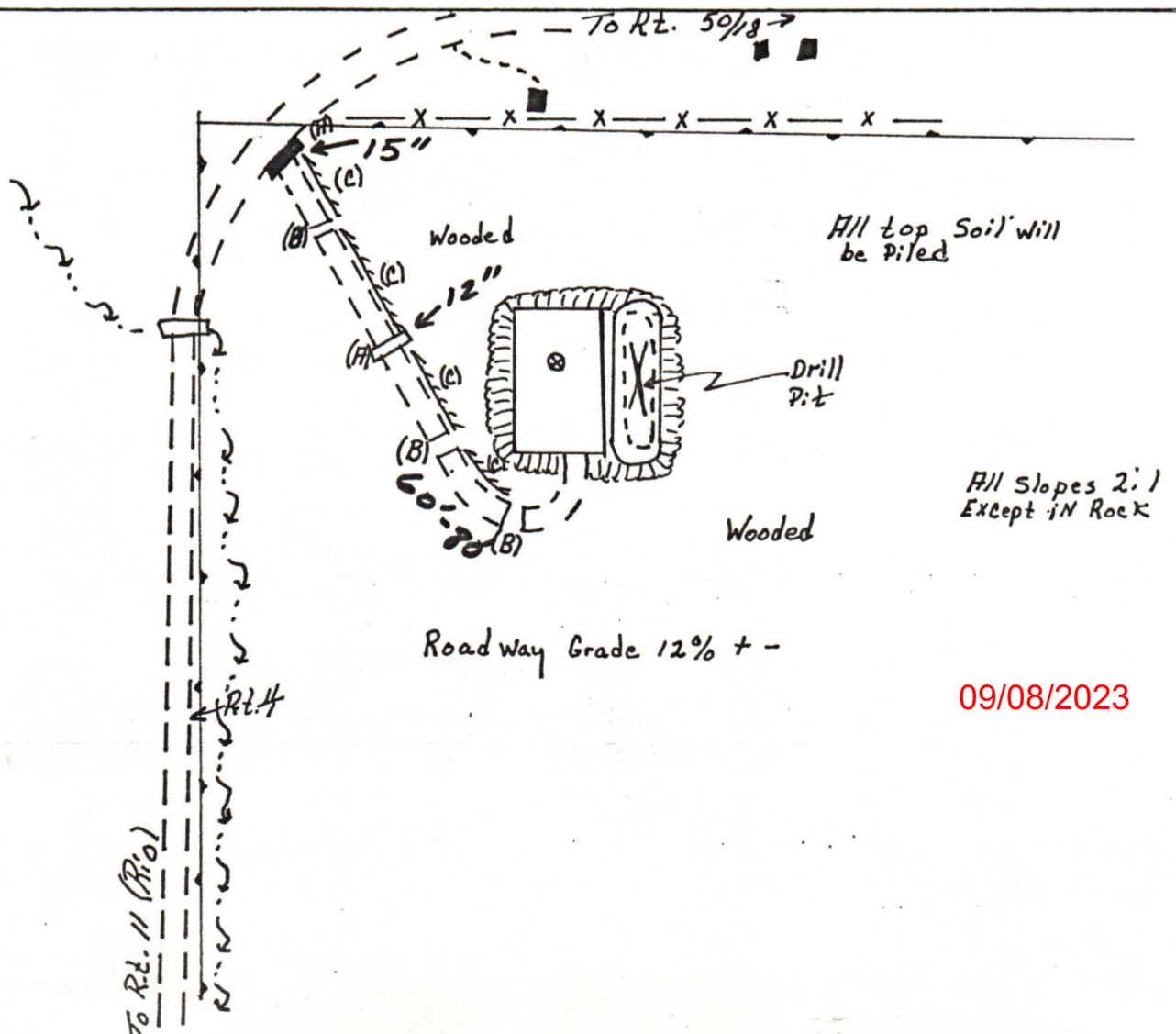
Well Site ⊕



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

LEGEND

Property boundary		Diversion	
Road		Spring	
Existing fence		Wet spot	
Planned fence		Building	
Stream		Drain pipe	
Open ditch		Waterway	



09/08/2023

P.O. Box 395, 32 National Branch
Oil City, Pa. 5-5-82 573

Oil and Gas Lease
34797

Agreement Made and entered into the 1st day of December 1981 by and between Alan Cox and Judith Ann Cox, husband and wife and Beverly Cox Westfall and Harold Dean Westfall, her husband

Kirby, County of Hampshire, and State of West Virginia 26729 parties of the first part, hereinafter called the Lessor, and Amoco Production Company, P.O. Box 3092, Houston, Texas 77001 party of the second part, hereinafter called Lessee, WITNESSETH:

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

Sherman, County of Hampshire, and State of West Virginia described as follows:

Parcel #13, Map #7

SPECIAL PROVISION: All undersigned lessors agree that all rental payments that may become due under the terms of this lease may be paid to Lincoln Cox and Nellie M. Cox, his wife, at the bank designated in paragraph six hereof. B.W. AC. JC

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MAR 3 1983
OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

and bounded substantially by lands now and formerly owned as follows:

- On the North by: Munson Lane
- On the East by: Jay Watts
- On the South By: Loring Brock
- On the West By: Arthur Slocum, Elmer Krehbiel, and Others

containing 454 acres, more or less. In addition to the above described land, any and all strings or parcels of land adjoining or contiguous to the above described land and owned or claimed by Lessor are hereby leased to Lessee.

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

2. Lessor hereby covenants that he is seized of an indefeasible fee simple estate in the lands hereinbefore described, subject to existing easements, 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, when defaulted, any taxes, mortgages or other liens existing, levied or assessed on or against the above described lands, and in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

3. It is agreed that this lease shall remain in force for the term of six (6) years from the above date and as long thereafter as the above described land, or any portion thereof, or any other land pooled or unitized therewith as provided in Paragraph Four (4) hereof, is operated by the Lessee in the search for or production of oil or gas, or as long as gas is being stored, held in storage, or withdrawn from the premises by Lessee, or as long as this lease is extended by any other provisions contained herein. It is agreed that the cessation of production from wells on the leased premises or upon other lands unitized therewith, after the expiration of the primary term, shall not terminate this lease whether the pooling units have been dissolved or not, if the land is used for the storage of gas prior to the plugging and abandonment of wells from which oil or gas has been produced. A well need not be drilled on the premises to permit the storage of gas.

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

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

6. If operations for drilling are not commenced on the leased premises, or on acreage pooled therewith as above provided, on or before one year from this date, this lease shall then terminate as to both parties unless Lessee on or before the expiration of said period shall pay or tender to Lessor, or to the credit of Lessor in The Bank of Romney Bank at Main Street, Romney, W.Va. 26757, or any successor bank, the sum of Four hundred fifty-four and 00/100 Dollars (\$ 454.00--)

hereinafter called the "delay rental," which shall extend for twelve (12) months the time within which drilling operations or mining operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders the commencement of drilling operations or mining operations may be further deferred for periods of twelve (12) months each during the primary term. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

09/08/2023

LAND PROP NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	LEASE DATE	RECORDING BOOK	INFORMATION PAGE NO.	DESCRIPTION
590766	PUFFINBURGER, W L, ET AL	BECK, C E	80-06-30	247	649	ALL LANDS DESCRIBED BY LEASE
590769	REID, FLOYD, JR, ET UX	BECK, C E	80-07-17	245	284	ALL LANDS DESCRIBED BY LEASE
590770	SUMMERS, SAVILLA K, ETAL	BECK, C E	80-07-09	245	292	ALL LANDS DESCRIBED BY LEASE
590771	HOTT, LINDBERG V, ET UX	BECK, C E	80-07-20	245	268	ALL LANDS DESCRIBED BY LEASE
590784	COMBS, HARVIN W, ETUX	BECK, CE	80-07-18	247	628	ALL LANDS DESCRIBED BY LEASE
590785	BLADEN, VERNON D, ET UX	BECK, C E	80-07-19	245	674	ALL LANDS DESCRIBED BY LEASE
590786	MILLER, W L, ET UX	BECK, C E	80-07-23	245	708	ALL LANDS DESCRIBED BY LEASE
590787	GRAPES, KENNETH P, ET UX	BECK, C E	80-07-23	245	254	ALL LANDS DESCRIBED BY LEASE
590788	KALICK, AFTON R, ET UX	BECK, C E	80-07-17	245	278	ALL LANDS DESCRIBED BY LEASE
590789	HARRIS, GILBERT W, ET UX	BECK, C E	80-07-18	245	260	ALL LANDS DESCRIBED BY LEASE
595603	BARTON, RICHARD, ET UX	BECK, C E	80-06-23	245	237	ALL LANDS DESCRIBED BY LEASE
595608	MULLEDY, THOMAS, ET UX	BECK, C E	80-07-25	245	280	ALL LANDS DESCRIBED BY LEASE
595609	HANNAS, EDNA W	BECK, C E	80-07-28	245	258	ALL LANDS DESCRIBED BY LEASE
595611	KCLB, RICHARD H, ET UX	BECK, C E	80-07-26	245	274	ALL LANDS DESCRIBED BY LEASE
595616	CARDER, JAMES G, ET UX	BECK, C E	80-07-29	245	248	ALL LANDS DESCRIBED BY LEASE
595618	STROTHER, MARVIN W, ETUX	BECK, C E	80-07-17	245	290	ALL LANDS DESCRIBED BY LEASE
595619	ANDERSON, MARK A, ET UX	BECK, C E	80-07-24	245	231	ALL LANDS DESCRIBED BY LEASE
595647	BEAVER, JAMES L, ET UX	BECK, C E	80-07-30	245	239	ALL LANDS DESCRIBED BY LEASE
595651-A	HOOK, EDESEL, ET UX	BECK, C E	80-07-28	245	264	ALL LANDS DESCRIBED BY LEASE
595651-B	HOOK, CEPHAS, ET UX	BECK, C E	80-07-28	245	262	ALL LANDS DESCRIBED BY LEASE
595651-C	HOOK, BREVITT, ET UX	BECK, C E	80-07-28	246	379	ALL LANDS DESCRIBED BY LEASE

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OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

LAND PROP NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	LEASE DATE	RECORDING BOOK	INFORMATION PAGE	DESCRIPTION
595652	KEVANE, MICHAEL E	BECK, C E	80-08-04	245	270	ALL LANDS DESCRIBED BY LEASE
595653	BELLS, HOWARD L, ET UX	BECK, C E	80-07-17	247	645	ALL LANDS DESCRIBED BY LEASE
595654	HAINES, ELWOOD, ET UX	BECK, C E	80-07-31	245	256	ALL LANDS DESCRIBED BY LEASE
595655	WALLS, W C, ET UX	BECK, C E	80-07-29	245	294	ALL LANDS DESCRIBED BY LEASE
595656	GRAPES, BEULA	BECK, CE	80-07-23	247	171	ALL LANDS DESCRIBED BY LEASE
595657	CANNON, JOSEPH C, ET AL	BECK, C E	80-08-05	247	624	ALL LANDS DESCRIBED BY LEASE
595669	SMITH, JACK T, ET UX	BECK, C E	80-08-02	245	286	ALL LANDS DESCRIBED BY LEASE
595670	LUPTON, CLYDE W, ET UX	BECK, C E	80-08-06	247	641	ALL LANDS DESCRIBED BY LEASE
595671	CANNON, JOSEPH C, ET UX	BECK, C E	80-08-05	245	246	ALL LANDS DESCRIBED BY LEASE
595672	GANDOE, EDWARD E, ET UX	BECK, C E	80-08-06	245	252	ALL LANDS DESCRIBED BY LEASE
595679	RACEY, MARY E	BECK, C E	80-08-07	245	282	ALL LANDS DESCRIBED BY LEASE
595681	SNYDER, JOSEPH J, ET AL	BECK, C E	80-07-09	245	288	ALL LANDS DESCRIBED BY LEASE
595682	PARKS, ROYCE L, ET UX	BECK, C E	80-08-06	246	29	ALL LANDS DESCRIBED BY LEASE
595683	CESHIRE, MARGARET C	BECK, C E	80-08-08	246	8	ALL LANDS DESCRIBED BY LEASE
595684	CAWSON, ELLIS M, ET UX	BECK, C E	80-08-07	246	10	ALL LANDS DESCRIBED BY LEASE
595700	KILMER, EARL EUGENE	BECK, C E	80-08-01	245	703	ALL LANDS DESCRIBED BY LEASE
595701	DATES JR, WILLIAM J, ET UX	BECK, C E	80-08-12	245	712	ALL LANDS DESCRIBED BY LEASE
595702	CAPON SPRINGS AND FARMS	BECK, C E	80-07-21	245	680	ALL LANDS DESCRIBED BY LEASE
595704	BUCKBEE, GARY C, ET UX	BECK, C E	80-08-11	245	678	ALL LANDS DESCRIBED BY LEASE
595708	MALONE, PAUL S, ET AL	BECK, C E	80-07-10	246	385	ALL LANDS DESCRIBED BY LEASE
595709	HINTERLAND INC ET AL	BECK, C E	80-08-04	246	14	ALL LANDS DESCRIBED BY LEASE
595710	JOHNSON, JACK C, ET UX	BECK, C E	80-08-07	245	700	ALL LANDS DESCRIBED BY LEASE

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OIL AND GAS DIVISION WV DEPARTMENT OF MINES

00/08/20

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LAND PROP NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	LEASE DATE	RECORDING BOOK	INFORMATION PAGE	FILE NO.	DESCRIPTION
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595711	DURST, B LEWIS, ET UX	BECK, C E	80-08-08	245	683		ALL LANDS DESCRIBED BY LEASE
595712	BOWMAN, CHARLES J., ET UX	BECK, C E	80-08-11	245	676		ALL LANDS DESCRIBED BY LEASE
595713	HARROND, JAMES N., ET UX	BECK, C E	80-08-11	245	693		ALL LANDS DESCRIBED BY LEASE
595714	STRICKLER, CHARLES, ETUX	BECK, C E	80-08-11	245	714		ALL LANDS DESCRIBED BY LEASE
595715	DATES, JAMES K, ET UX	BECK, C E	80-08-11	245	710		ALL LANDS DESCRIBED BY LEASE
595716	BEVERLEY, M J, ET UX	BECK, C E	80-08-13	246	5		ALL LANDS DESCRIBED BY LEASE
595722	STOETZER, OTTO C, ET UX	BECK, C E	80-08-07	246	39		ALL LANDS DESCRIBED BY LEASE
595723	MOORE, JOHN A, ET UX	BECK, C E	80-08-07	246	21		ALL LANDS DESCRIBED BY LEASE
595725	TSAI, WEN-TCHIH, ET AL	BECK, C E	80-08-02	247	276		ALL LANDS DESCRIBED BY LEASE
595729	BALDWIN, SHIRLEY A	BECK, C E	80-07-24	246	3		ALL LANDS DESCRIBED BY LEASE
595734	TREADWAY, W I H, ET UX	BECK, C E	80-08-18	246	46		ALL LANDS DESCRIBED BY LEASE
595737-A-	MCKEE, GEORGIANA S,ETVIR	BECK, C E	80-08-14	246	24		ALL LANDS DESCRIBED BY LEASE
595737-B-	STARNES, WAYNE W, ET UX	BECK, C E	80-08-19	246	37		ALL LANDS DESCRIBED BY LEASE
595737-C-	PETERSON, MABEL S	BECK, C E	80-08-14	246	31		ALL LANDS DESCRIBED BY LEASE
595738	BERNIER, ROBERT E, ET UX	BECK, C E	80-08-19	245	672		ALL LANDS DESCRIBED BY LEASE
595739	KLEIN, RICHARD A, ET UX	BECK, C E	80-08-18	245	705		ALL LANDS DESCRIBED BY LEASE
595762	NORTH RIVER CCRPRATION	BECK, C E	80-08-22	246	26		ALL LANDS DESCRIBED BY LEASE
595763	SZIARTO, STEPHEN, ETUX	BECK, CE	80-08-22	247	274		ALL LANDS DESCRIBED BY LEASE
595765	MILLER, CHARLES L, ET UX	BECK, C E	80-08-20	246	17		ALL LANDS DESCRIBED BY LEASE
595766	SHAFFER, ROBERT G, ET UX	BECK, C E	80-08-20	246	35		ALL LANDS DESCRIBED BY LEASE
595770	RANMELMAYER, ROSS	BECK, C E	80-08-20	246	33		ALL LANDS DESCRIBED BY LEASE
595776	GANDOE, EDNA F	BECK, C E	80-08-27	246	12		ALL LANDS DESCRIBED BY LEASE

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OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

09/09/2023

STATE OF WEST VIRGINIA COUNTY OF HAMPSHIRE

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09/08/2023

LAND PROP NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	LEASE DATE	RECORDING BOOK	INFORMATION PAGE	FILE NO.	DESCRIPTION
595786	UHL, ROBERT L ET UX	BECK, C E	80-08-27	246	44		ALL LANDS DESCRIBED BY LEASE

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MAR 3 1983

OIL AND GAS DIVISION WV DEPARTMENT OF MINES

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

Be it remembered that on the 25th day of March, 1983, at 1:08 P.M., this Assignment was presented in the Clerk's Office of the County Commission of said County and with the certificate thereof annexed, admitted to record.

Attest Nancy C. Jelle Clerk
County Commission, Hampshire County, W. Va.

CAROL B. HARRIS INC., SPENCER, W. VA. RE-ORDER N° 77788

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

On 07/12/83 Schlumberger Well Services perforated at 6816/6817, 6714, 6716, 6718, 6735, 6737, 6739, 6753, 6755, 6757, 6777, 6778, 6782, 6784, 6793, 6795. On 07/13/83 Halliburton acid treated the above with 1500 gal. MOD 202 acid 15% acid. On 07/18/83 Schlumberger perforated at 6592, 6594, 6596, 6605.5, 6607.5, 6609.5, 6610.5, 6611.5, 6620, 6622, 6639, 6641, 6650, 6652. On 07/18/83 Halliburton acid treated with 1500 gal. MOD 202 acid 15% acid. On 07/21/83 Schlumberger perforated at 6551, 6555, 6560, 6570, 6573, 6578. On 07/21/83 Halliburton treated with 1500 gal. 15% HCL. On 07/25/83 Halliburton water fractured from 6551 to 6578 with 1000 gal. 15% HCL acid, 775 sks. 20/40 sand, 1217 BBL water.

WELL LOG

FORMATION	COLOR	HARD OR SOFT	TOP FEET	BOTTOM FEET	REMARKS
					Including indication of all fresh and salt water, coal, oil and gas
Surface			0	10	
Brallier Formation			10	?	
Harrell Shale			?	?	
Upper Marcellus			5760	5852	
Purcell			5852	5984	
Fault--					
Upper Marcellus			5984	6114	
Purcell			6114	6364	
Lower Marcellus			6364	6432	
Needmore			6432	6504	
Oriskany			6504	6880 TD	

(Attach separate sheets as necessary)

UNION DRILLING, INC.

Well Operator

By:

Joseph C. Pettey

09/08/2023

Date: 9/2/83 Joseph C. Pettey, Vice President of Production

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

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

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APR 22 1983

INSPECTOR'S WELL REPORT

OIL & GAS DIVISION
DEPT. OF MINES

Permit No. 027-0038

Oil or Gas Well
(KIND)

Company <u>UNION DRILLING</u>	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Address <u>BUCK HANNON</u>	Size			
Farm <u>ALAN COX</u>	16			Kind of Packer
Well No. <u>1-1866</u>	13			
District <u>SHERMAN</u> County <u>HAMPSHIRE</u>	10			Size of
Drilling commenced <u>4-18-83</u>	8 1/4			
Drilling completed _____ Total depth _____	6 5/8			Depth set
Date shot _____ Depth of shot _____	5 3/16			
Initial open flow _____ /10ths Water in _____ Inch	3			Perf. top
Open flow after tubing _____ /10ths Merc. in _____ Inch	2			Perf. bottom
Volume _____ Cu. Ft.	Liners Used			Perf. top
Rock pressure _____ lbs. _____ hrs.				Perf. bottom
Oil _____ bbls., 1st 24 hrs.	CASING CEMENTED _____ SIZE _____ No. FT. _____ Date _____			
Fresh water _____ feet _____ feet	NAME OF SERVICE COMPANY _____			
Salt water _____ feet _____ feet	COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			

Drillers' Names UNION RIG - 9

Remarks:
MOVE RIG 280 FT FROM WELL ABANDONED
START NEW WELL

4-20-83
DATE

Robert Stewart 09/08/2023
DISTRICT WELL INSPECTOR

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

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MAY 25 1983

INSPECTOR'S WELL REPORT

OIL & GAS DIVISION
DEPT. OF MINES

Permit No. 027-0038

Oil or Gas Well _____
(KIND)

Company UNION DRILLING

Address BUCK HANNON

Farm ALAN COX

Well No. 1-1866

District SHERMAN County HAMPSHIRE

Drilling commenced 4-18-83

Drilling completed _____ Total depth _____

Date shot _____ Depth of shot _____

Initial open flow _____ /10ths Water in _____ Inch

Open flow after tubing _____ /10ths Merc. in _____ Inch

Volume _____ Cu. Ft.

Rock pressure _____ lbs. _____ hrs.

Oil _____ bbls., 1st 24 hrs.

Fresh water _____ feet _____ feet

Salt water _____ feet _____ feet

CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Size			
16			Kind of Packer _____
13			
10			Size of _____
8 7/8 <u>9 5/8</u>	<u>3496</u>		<u>1800 SKS</u>
6 3/4			Depth set _____
5 3/16			
3			Perf. top _____
2			Perf. bottom _____
Liners Used			Perf. top _____
			Perf. bottom _____

CASING CEMENTED 9 5/8 SIZE 3496 No. FT. _____ Date 5-21-83

NAME OF SERVICE COMPANY HALLIBURTON

COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES

_____ FEET _____ INCHES _____ FEET _____ INCHES

_____ FEET _____ INCHES _____ FEET _____ INCHES

Drillers' Names UNION RIG - 9

Remarks: Cement TO SURFACE

5-23-83
DATE

Robert Ste...
DISTRICT WELL INSPECTOR

09/08/2023

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

RECEIVED

JUN 24 1983

OIL & GAS DIVISION
DEPT. OF MINES

INSPECTOR'S WELL REPORT

Permit No. 027-0038 ^{FREE}

Oil or Gas Well _____
(KIND)

Company <u>Union Drilling</u>	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
	Size			
Address <u>Buck Hannon</u>	16			Kind of Packer _____
Farm <u>Alan Cox</u>	13			
Well No. <u>1-1866</u>	10			Size of _____
District <u>SHERMAN</u> County <u>HAMPSHIRE</u>	8 1/4			
Drilling commenced <u>3-30-83</u>	6 5/8			Depth set _____
Drilling completed <u>6-22-83</u> Total depth <u>6897</u>	5 3/16			
Date shot _____ Depth of shot _____	3			Perf. top _____
Initial open flow _____ /10ths Water in _____ Inch	2			Perf. bottom _____
Open flow after tubing _____ /10ths Merc. in _____ Inch	Liners Used			Perf. top _____
Volume _____ Cu. Ft.				Perf. bottom _____
Rock pressure _____ lbs. _____ hrs.	CASING CEMENTED _____ SIZE _____ No. FT. _____ Date _____			
Oil _____ bbls., 1st 24 hrs.	NAME OF SERVICE COMPANY _____			
Fresh water _____ feet _____ feet	COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES			
Salt water _____ feet _____ feet	_____ FEET _____ INCHES _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			

Drillers' Names Union Rig 9

Remarks:

T.D. Move Rig

6-22-83

DATE

Robert Street

09/08/2023
DISTRICT WELL INSPECTOR

511



1) Date: September 2, 1983
2) Operator's Well No. 1 - 1866 0038
3) API Well No. 47 - 027 - 0037
State County Permit

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

APPLICATION FOR A PERMIT TO PLUG AND ABANDON A WELL

- 4) WELL TYPE: A Oil _____ / Gas X / Liquid injection _____ / Waste disposal _____ /
B (If "Gas", Production X / Underground storage) _____ / Deep X Shallow _____ /)
- 5) LOCATION: Elevation: 1138 - 1145' Watershed: North River
District: Sherman County: Hampshire Quadrangle: Yellow Springs
- 6) WELL OPERATOR Union Drilling, Inc. 7) DESIGNATED AGENT Joseph C. Vanzant, Jr.
Address P. O. Drawer 40 Address P. O. Drawer 40
Buckhannon, WV 26201 Buckhannon, WV 26201
- 8) OIL & GAS INSPECTOR TO BE NOTIFIED 9) PLUGGING CONTRACTOR
Name Robert Stewart Name Union Drilling, Inc.
Address P. O. Box 345 Address P. O. Drawer 40
Jane Lew, WV 26378 Buckhannon, WV 26201

10) WORK ORDER: The work order for the manner of plugging this well is as follows:

- 6% Gel 6904-6700
- Cement 6700-6500
- 6% Gel 6500-5571
- Cement 5571-5471
- 6% Gel 5471-3450
- Cement 3450-3350
- 6% Gel 3350- 100
- Cement 100- 0

Casing to be left in well: 13 3/8" 447.25', 9 5/8" 3496.90', 5 1/2" 1309.14'

OFFICE USE ONLY

PLUGGING PERMIT

(VERBAL PERMISSION GIVEN)

Permit number 47-027-0038-P

August 4 19 83
Date

This permit covering the well operator and well location shown below is evidence of permission granted to plug in accordance with the pertinent legal requirements subject to the conditions contained herein and on the reverse hereof. **Notification must be given to the District Oil and Gas Inspector 24 hours before actual permitted work has commenced.**

The permitted work is as described in the Notice and Application, plat, subject to any modifications and conditions on the reverse hereof.

Permit expires August 4, 1985 unless plugging is commenced prior to that date and prosecuted with due diligence.

Bond:	Agent:	Plat:	Casing:	Fee:

Administrator, Office of Oil and Gas

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

File

See the reverse side of the APPLICANT'S COPY for instructions to the well operator.

09/08/2023

OFFICE USE ONLY

PERMIT MODIFICATIONS AND CONDITIONS (IF ANY) TO THE PROPOSED PLUGGING

WELL TYPE: A OIL GAS OTHER

B (II) GAS PRODUCTION

LOCATION: 1145

WELL OPERATOR: Yellow Springs

ADDRESS: Yellow Springs, OH

PLUGGING CONTRACTOR: Yellow Springs

ADDRESS: Yellow Springs, OH

OFFICE USE ONLY

This part of Form IV-4(b) is to record the dates of certain occurrences and any follow-up inspections.

Date	Follow-up inspection(s)	Date(s)
Application received		
Plugging started	" "	
Plugging completed	" "	
Well Record received	" "	

OTHER INSPECTIONS

Reason: _____

Reason: _____

[Handwritten signatures and stamps]



1) Date: September 2 19 83
2) Operator's Well No. 1 - 1866
3) API Well No. 47 - 027 - 0037
State County Permit

STATE OF WEST VIRGINIA
OFFICE OF OIL AND GAS, DEPARTMENT OF MINES
NOTICE OF APPLICATION TO PLUG AND ABANDON A WELL

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

- (i) Name SEE ATTACHED SHEET
Address _____
- (ii) Name _____
Address _____
- (iii) Name _____
Address _____

5 (i) COAL OPERATOR _____

Address _____

5 (ii) COAL OWNER(S) WITH DECLARATION ON RECORD:

Name SEE ATTACHED SHEET
Address _____

Name _____
Address _____

5 (iii) COAL LESSEE WITH DECLARATION ON RECORD:

Name _____
Address _____

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

- (1) The Application to Plug and Abandon a Well on Form IV-4(B), which sets out the parties involved in the work, and describes the well and its location and the plugging work order; and
- (2) The plat (surveyor's map) showing the well location on Form IV-6.

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

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

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

Joseph C. Petty
this 2nd day of October, 1984.
My commission expires March 3, 1991.

A. Bradford Zimmerman
Notary Public, Upshur County,
State of West Virginia

WELL OPERATOR UNION DRILLING, INC.
By Joseph C. Petty
Its Joseph C. Petty, Vice Pres. of Prod.
Address P. O. Drawer 40
Buckhannon, WV
Telephone (304) 472-4610

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

CONCERNING THE LINE ITEMS:

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

CONCERNING THE REQUIRED COPIES FOR FILING AND SERVICE:

Filing. Code § 22-4-1k and Regulation 7.02 provide that the original and two copies of the Application must be filed with the Administrator, accompanied by (i) an original and four copies of the Notice, (ii) an original and four copies of a plat in the form prescribed by Regulation 11, and (iii) a bond in one of the forms prescribed by Regulation 12, or in lieu thereof the other security allowed by Code § 22-4-9.

Service. In addition, service must be made on the surface owner(s) and the person(s) with an interest in the coal. See Code §§ 22-4-1m and 22-4-9.

Supplement to Form OG IV-4 (A)
Notice of Intention to Plug
and Abandon Well

DATE: September 2, 1983

Operator's

Well No.: 1 - 1866

Farm: Alan Cox

API # 47-027-0037

MINERAL RIGHTS OWNERS AND COAL OWNERS (Both the Same)

Mr. & Mrs. Alan Cox
Kirby, WV 26729

Mr. Arthur H. Slocum, Jr.
(Agent)
206 West Burke Street
Martinsburg, WV 25401

Earl Eugene Kilmer
7411 Baylor Avenue
College Park, MD. 20740

Walter Cunningham
c/o Mr. & Mrs. Horace G. Smith
Route #2, Box 195
Augusta, WV 26704

Adam A. Fioramonti
303 Ellsworth Plaze
Oxen Hill, MD. 20745

Mrs. Pearl A. Smith
c/o Mr. & Mrs. Horace G. Smith
Route #2, Box 195
Augusta, WV 26704

Mr. Vito A. Favorola
1820 Trout Farm Road
Jarrettsville, MD 21084

Douglas D. Cunningham
Route #2, Box 384A
Williamsport, MD 21795

Mr. Franklin W. Jones
10713 Braddock Road
Fairfax, Virginia 22030

Mr. Robert J. Cosgrove
904 Glaizewood Court
Takoma Park, MD 20912

Loring A. Brock
Star Route #2, Bx 78
Augusta, WV 26704

09/08/2023

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

AFFIDAVIT OF PLUGGING AND FILLING WELL

CONFIDENTIAL WELL

WELL TYPE: Oil ___ / Gas XX / Liquid Injection ___ / Waste Disposal ___ /
(If "Gas", Production XX / Underground storage ___ / Deep XX / Shallow ___ /
LOCATION: Elevation: 1145' Watershed: North River
District: Sherman County: Hampshire Quadrangle: Yellow Spring
WELL OPERATOR Union Drilling, Inc. DESIGNATED AGENT Joseph C. Vanzant, Jr.
Address P. O. Drawer 40 Address P. O. Drawer 40
Buckhannon, WV 26201 Buckhannon, WV 26201

STATE OF WEST VIRGINIA,)
COUNTY OF Upshur) ss:

Joseph C. Pettey and Ed Starrett

being first duly sworn according to law, depose and say that they are experienced in the work of plugging and filling oil and gas wells; that they were employed by Union Drilling, Inc. the well operator, and participated in the work of plugging and filling the above well; that the work was commenced on August 4, 1983, and completed on August 6, 1983, in the following manner:

PERMITTED WORK: Plug and abandon XX / Clean out and replug ___ /

PLUGGING MATERIALS

Type of Cement	Other Materials	Depth	Thickness
	6% Gel	6904	6700
Std. Bulk		6700	6500
	3% Gel	6500	5571
Std. Bulk		5571	5471
	6% Gel	5471	3450
Std. Bulk	6% Gel	3450	3350
Std. Bulk		100	0

Bridge Plugs Used--Type and Depth

COAL SEAMS (NAMES AND DEPTHS)

None

DESCRIPTION OF WELL MONUMENT

47-027-0038P
08/06/83

RECEIVED
SEP 7 - 1983

OIL & GAS DIVISION
DEPT. OF MINES

VENT PIPE

MISCELLANEOUS MATERIALS

CASING LOST 13 3/8" 447.25', 9 5/8" 3496.90', 5 1/2" 1309.14'

TYPE OF RIG:

Owner: Well Op'r XX / Contractor ___ /

Rig time: ___ days plus ___ hours

Joseph C. Pettey (SEAL)
Ed Starrett (SEAL)

Subscribed and sworn to before me this

6th day of September, 1983.

My commission expires 5/22, 1989.

09/08/2023

Sharon L. Stalacher
Notary Public

COMMISSIONED AS
SHARON L. KELLEY



HAMP. 0038 P



RECEIVED

NOV 8 - 1984

State of West Virginia

Department of Mines
Oil and Gas Division

Charleston 25305

FINAL INSPECTION REPORT
INSPECTORS COMPLIANCE REPORT
October 16, 1984

OIL & GAS DIVISION
DEPT. OF MINES

COMPANY Union Drilling, Inc.
P.O. Drawer 40
Buckhannon, W.Va. 26201

PERMIT NO 027-0038-P (8-4-83)

FARM & WELL NO Alan Cox # 1-1866 (2nd.Hole)

DIST. & COUNTY Sherman / Hampshire

RULE	DESCRIPTION	IN COMPLIANCE	
		Yes	No
23.06	Notification Prior to Starting Work	_____	_____
16.01	Required Permits at Wellsite	_____	_____
17.02	Method of Plugging	_____	_____
18.01	Materials used in Plugging	_____	_____
23.02	Maintained Access Roads	_____	_____
25.01	Necessary Equipment to Prevent Waste	_____	_____
23.04	Reclaimed Drilling Pits	_____	_____
23.05	No Surface or Underground Pollution	_____	_____
17.06	Statutory Affidavit	_____	_____
7.06	Parties Responsible	_____	_____
7.05	Identification Markings	_____	_____

I HAVE INSPECTED THE ABOVE CAPTIONED WELL AND RECOMMEND THAT IT BE RELEASED:

SIGNED Philip Tracy
DATE 11-1-84

Your Affidavit of Plugging was received and reclamation requirements approved.
The well designated by the above permit number has been released under your bond.

TMS/chm

T. L. ...
Administrator-Oil & Gas Division

December 7, 1984
DATE