Form IV-2 (Obverse)

(Revised 3-81)



STATE OF WEST VIRGINIA DEPARTMENT OF MINES, OIL and GAS DIVISION OIL and GAS WELL PERMIT

WELL NO.	A-1120	
FARM NAME	McMullan	
API WELL NO.	47 - 083	_ 0654
DATE	March 22 1082	

WELL TYPE:	Oil/ GasXXX_/		1542				
	'If "Gas", Production/ l	Inderground	stora	iqe	/ Deep /	Shallow	XXX /)
LOCATION:	Elevation: 2363'					Attend No.	January Ass
	District: Middle Fork	County:	Rando	olph	Quadrangle:	Cassity	7.5'
WELL OPERATOR	Allegheny Land and Mineral Company		DESI	GNATED AG	ENT Allegheny Land &	Mineral C	ompany
	P. O. Drawer 1740				P. O. Drawer 174		Joinparry
	Clarksburg, West Virginia 26301	183			Clarksburg, West		26301
OIL & GAS					- Carrier of the Carr	VIIGINIA	20701
ROYALTY OWNER	Harry McMullan		COAL	OPERATOR	Amax Coal	Interna	tional Coal
	P.O. Box 8				105 S.Meridan	er med a committee and	White was a second and the second
	Washington, N.C. 27889				Indianapolis, Ind. 40		
Acreage	1000		COAL	OWNER(S)	WITH DECLARATION ON		
SURFACE OWNER	Harry McMullan				Harry McMullan, Jr.		1
Address	P.O. Box 8				P.O. Box 8		*)
	Washington, D.C. 27889				Washington, N.C. 278	389	
Acreage	1000		Name		John G. Davisson, Ti		
FIELD SALE (IF	MADE) TO: Columbia Gas Transmissio	n			1 East 4th Street	James de la	92 m
Address _	P.O. Box 1273				Weston, WV 26452	-550 must	ed :
_	Charleston, WV 25325		COAL	LESSEE W	ITH DECLARATION ON RE	CORD:	A 166
OIL AND GAS IN	NSPECTOR TO BE NOTIFIED:		Name		International Coal	Amax Coa	1
Name	Robert Stewart				119 Washington St.		
Address	P.O. Box 345				Lewisburg, WV 24901		
	Jane Lew, WV 26378						46275
The undersi	gned well operator is entitled to o	perate for	oil or	gas pur	poses as the above lo	cation un	der a deed
/ lease	XX / other contract/ dated	January 4	, 19	73, to th	ne undersigned well o	perator f	com
Columbia Gas	Transmission				and the same and the		
(If said deed.	lease, or other contract has been	recorded.)					
Recorded on n	ot recorded , 19, in the office of	of the Clerk	of t	he County	Commission of Rand	olph Cou	inty, West
Virginia in	Book at page	. A permit	is re	equested a	as follows:		
PROPOSED WOR	K: Drill XXX/ Drill deeper/ F	Redrill	/ Fra	cture or	stimulate /		
					A STATE OF THE STATE OF THE STATE OF		
Plug off old	formation / Perferets and formation						
1149 011 014	Other physical charge is well (
	Other physical change in well (s	specify)					
	-planned as shown on the work or	den en the				,	
The above na	amed coal operator coal owner(s)	nd and lea	rever	se side h	ereof.		
to make or are	amed coal operator, coal owner(s), a	et be filed	see a	re nereby	notified that any of	jection t	hey wish
after the recei	required to make by Code §22-4-3 mu ipt of this Application by the Depar	t mont	MICH	the Depa	rtment of Mines with	n fifteen	(15) days
			1				
or delivered by	Permit Application and the enclosed	tor co-1	ectam	acton pla	n have been mailed by	register	ed mail
mailing or deli	y hand to the above named coal opera	the Desert	wner(s, and c	pal lessee on or befo	re the da	y of the
9 01 0011	ivery of this Permit Application to	the Departme	ent o	Mines a	t Charleston, West Vi	rginia	ALL P

PLEASE SUBMIT COPIES OF ALL
GEOPHYSICAL LOGS DIRECTLY TO
WEST VIRGINIA OIL AND GAS
CONSERVATION COMMISSION
1613 WASHINGTON STREET, EAST
CHARLESTON, WV 25311

Telephone (304) 348-3092

OIL AND GAS DIVISION WY DEPARTMENT OF MINES

MAR 23 1982

BY: Dahiel L. Wheeler, Vice President P. O. Drawer 1740

ALLEGHENY LAND AND MINERAL COMPANY

3002, AV W SHT 10/20/2023

Clarksburg, West Virginia 26301

BLANKET BUND

THIS IS AN ESTIMATE ONLY:

ACTUAL INFORMATION MUST BE SUBMITTED ON FORM IV-35 UPON COMPLETION

DRILLING CONT	RACTUR (IF KNUWN	P. 0.			740				
							26201			
0501 00 TOAL TA	DOET FOR	MATTON		aiiio	ii, wes	st virginia 2	28201			
	d depth	of compl	eted wel			feet Rotar 1954'_ feet; s		Cable tools		
								area? Yes/	No/	
CASING AND TU		_ /	perio. 44	7-47		is coal being !	and the contract of the contra	dicu.	II SOUND	
CASING AND TO	DING PRU	GRAM								
12.1	Prileens	CDECIEI	CATIONS			FOOTAGE	INTERVALS	CEMENT FILL-UP	PACKERS	
CASING OR TUBING TYPE	Size		CATIONS Weight per ft.			<u> </u>		or SACKS	Kinds	HA M
Conductor	16"	u denselvi	northlester.	14	Х	20'	20'	cement to surface	amarin Japat 11	
Fresh Water	8-5/8"								Sizes	
Coal	8-5/8"		20#	X		800'	1008	cement to surface		
Intermediate			LCU	MBB		1 a 5 1 2 3 V			Depths set	A P P AP PROPER
Production	4-1/2"		J-55	X	5_ 00	1 155 A 5000'	5000'	cement to 300'abo		zon or as
	divolat	CAA Juni	10.50#		1			required by Rule	Perforations:	
Tubing			-	-	(6)	The state of the s			Top	Bottom
Liners	-	.71	CLIDA I	1	F	(en a 1)		OE.	Jeren Kalen in Land	1 - 1 1 1 1 1
						21110			8 x08 .4	a bilayi
sti	separate imulating -2 filed	is to	be part	of th	ne wo	equired for fr rk for which a	ecturing or permit is s	stimulating a well ought and is noted	as such on the Fo	orm
	. Toden			, bou				.n		
ha: of	receipt	ed a dec thereof	laration •	una	er Co	ie 322-4-20, 11	the bermit	d by any coal owner is to be issued wit	or coal lessee with fifteen (15) de	who ays
						WAIVER				
The und	ersigned ed well l o the mi ne well o	coal op	erator _ If a m	nine	/ own	er/ lesse xists which co	ee / of vers the area on to the wor e requirement	the coal under this n of the well locati k proposed to be do s by the West Virgi	ne at this locati nia Code and the	on, governing
								d Partin to new t		Tr. Harris
Date:						19 BY:		'so skommin 's skow	- 1 madde	
X-2-X								and and and	Branch III	
								Daniel V B Leville	w from Sweller William	

10/20/2023

BLAMAET LUND

ASSIGNMENT OF DRILLING AND PRODUCTION RIGHTS

> A N D

ALLEGHENY LAND AND MINERAL COMPANY, a corporation having an office and place of business at 227 Washington Avenue, Clarksburg, West Virginia 26301, hereinafter referred to as "Allegheny."

WITNESSETH:

WHEREAS, Columbia is the present lessee and owner of certain oil and gas leases, including all the leasehold oil and gas and all the leasehold oil and gas interests and rights in, upon and underlying approximately 12,872 acres of land situate in Randolph and Upshur Counties, West Virginia, as shown on Schedule of Leases attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, said acreage of approximately 12,872 acres has, for purposes of this agreement, been divided into four (4) sections, as indicated on map attached hereto and made a part hereof as Exhibit "B"; and

WHEREAS, Allegheny has requested Columbia to assign to it the shallow drilling and production rights and the right to enter upon the said acreage to drill, test, produce and/20/20/2023 gas from any new well or wells that Allegheny may hereafter drill and complete on said acreage; and

interests, rights and privileges on said acreage to Allegheny, subject to the terms, conditions, reservations and exceptions hereinafter set forth in order to have said acreage tested and developed for natural gas in return for Columbia's right, interestal, to purchase any gas or oil that may be developed therefrom in the manner hereinafter provided.

NOW, THEREFORE, in consideration of the sum of ONE AND OC/100 DOLLAR (\$1.00), in hand paid by Allegheny to Columbia, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

- 1. Columbia does hereby assign, transfer and set over unto Allegheny, for and during the period of time this agreement remains in effect, the right to enter upon, drill, test, produce and develop shallow oil and gas only in all the shallow oil and gas sands or horizons underlying all the acreage described and included in the oil and gas leases described and identified in Exhibit "A" attached hereto and made a part hereof, such shallow oil and gas sands or horizons being more particularly defined herein as all those oil and gas sands or horizons beginning at the surface and extending down to and including the depth of 5,000 feet below such surface, subject to the terms and conditions of the said original leases, together with any amendments thereto, and the terms and conditions of this agreement.
- EXCEPTING AND RESERVING unto Columbia, its successors and assigns, (i) the right to enter upon, drill, produce, explore and develop all the oil and gas from any deeper oil and gas sands or horizons underlying the acreage; and (ii) any and all leasehold right, title and interest in and to any gas storage rights and privileges, express or implied, in any and all oil and gas sands or horizons underlying the aforesaid leasehold acreage, together with any rights or privileges therein granted which are

and accept the indicated in said oil and gas leases.

- 2. Other than to represent that it has not previously granted or assigned to any other person, persons or corporation any assignment or farm out of drilling rights adverse to the rights granted in this agreement, Columbia makes no warranties of title conveyed under the oil and gas leases above referred to or of its title to the leasehold estates, it being understood that Allegheny will assume the risk of proving title and will do any curative work it and its attorney deem necessary, at its own expense, saving Columbia harmless from any claims or demands on the part of any person or persons or corporation claiming title adversely to Columbia or to its lessors.
- 3. Allegheny covenants and agrees that during the calendar year 1973 it will, at its sole cost and expense, drill or cause to be drilled five (5) wells on the acreage covered by the oil and gas leases comprising Exhibit "A" hereto, with at least one (1) well being drilled on each of the four (4) sections shown on the map attached hereto as Exhibit "B," said wells to be drilled with due diligence and in a good and workmanlike manner in accordance with accepted practices followed by prudent drilling operators in that geographic area until each well has been drilled to a depth sufficient to test the Benson Sand Horizon.

 The exact location of any wells shall be determined by Allegheny, but Allegheny covenants and agrees not to drill any new well or wells closer than 1,500 feet to any well then being operated by Columbia or by third parties on acreage included on any leased premises assigned herein.
- 4. During the drilling of any well on the above-described land or on unitized area including such land or any part thereof, Allegheny shall furnish Columbia with a copy of a daily drilling report, and Columbia's representatives shall have access to the premises and derrick floor at all times during the

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irilling, coring, logging and posting of formations encountered. including but not limited to copies of logs, core analyses, irill stem tests and fluid analyses. Representative samples of drill cuttings taken at intervals of ten (10) feet or less from the surface to the total depth shall be saved, washed and dried and supplied to Columbia; and Columbia shall have the right to examine and chip at any time any cores taken. Allegheny shall also notify Columbia of any intended coring, logging, testing and the encountering and drilling of all potential pay zones in time for Columbia's representatives to be present and to witness such operations. Allegheny further agrees, upon completion of any well drilled hereunder, to deliver to Columbia (i) a complete log thereof, certified as being correct; (ii) a gamma ray log from surface to total depth; (iii) a gamma gamma density log with caliper and an induction log to the total depth drilled; and (iv) any other logs and surveys, drill stem tests, core analyses and fluid analyses made and not previously delivered.

5. All samples and copies of reports, logs, tests and other well drilling information to be furnished to Columbia shall be given or mailed to:

P. S. Tremel, Senior Geologist Columbia Gas Transmission Corporation 800 Union Trust Building Pittsburgh, Pennsylvania 15219

and all other notices required hereunder to be furnished to Columbia shall be given or mailed to:

W. A. Perrin, Manager Land, Leasing and Rights of Way Columbia Gas Transmission Corporation 800 Union Trust Building Pittsburgh, Pennsylvania 15219

6. Allegheny agrees to furnish all labor, materials, supplies and equipment and to pay all other costs and expenses in connection with the locating, drilling, equipping and operating of each well drilled by it on the leasehold acreage included hereunder. Allegheny covenants and agrees for itself, its successors and assigns, to and with Columbia, its successors and

on the leasenels acrease set forth in Emhibit "A" seases protecting gas or oil in paying quantities or is of no further use to Allegheny, Allegheny will plug or cause to be plugged and abandon said well at its own cost and expense in accordance with the laws of the State of West Virginia then in force and regulating the plugging of oil and gas wells. Allegheny further covenants and agrees that it will save harmless Columbia, its successors and assigns, of and from any loss, damage and penalty through its failure, if any, to plug said well or wells as herein provided.

- 7. Before Allegheny abandons any well on the land herein described, it shall give to Columbia thirty (30) days! notice in writing of its intention to abandon such well, during which period of thirty (30) days Columbia shall have the right to purchase the well and materials thereon, together with the lease-hold estates necessary to operate the well or drill it deeper, all for the sum of money equal to the market value of the material in and upon the well at the time; provided, however, that in the event the rig or other equipment used to drill the well is on the well location at the time such notice is to be given, then Allegheny shall give to Columbia only twenty-four (24) hours! notice by telephone, exclusive of Saturdays, Sundays and national holidays. If Columbia purchases such well, materials and estates, Allegheny shall execute and deliver to Columbia the proper instruments of transfer therefor.
- 8. In the event the wells to be drilled by Allegheny during 1973 are commercially productive, Allegheny shall have the right to drill five (5) additional wells on each of the four (4) sections as shown on Exhibit "B" hereto during calendar year 1974 and continuing at the rate of five (5) wells per section during successive years. Such additional wells shall be dri40\(\frac{1}{20}\)\(\frac{1}{20}\)\(\frac{1}{20}\)
 mutually agreed spacing until the acreage covered hereunder is exhausted or until Allegheny chooses to discontinue its drilling fraction. It is understood between the parties hereto that each

timuous irilling obligation is conserved. It is further agreed that in the event Allegheny shall fail to irill at least one (1) well on any one or more of the four (4) sections during calendar year 1974 or any year thereafter, this agreement shall terminate with respect to that particular section or sections, but Allegheny shall be permitted to continue operations and production for any well or wells already in existence thereon.

- 9. If one or more of Allegheny's original test wells should prove inconclusive, Allegheny shall not be committed to the obligation to drill five (5) additional wells on the section on which such well is located unless the parties hereto negotiate for the drilling of a second test well on that section.
- the option on a well-by-well basis to purchase any and all gas in commercially productive quantities that may hereafter be produced by Allegheny from any of the leasehold acreage included in the leases in Exhibit "A"; provided that Columbia shall notify Allegheny in writing of its desire to exercise this option within fifteen (15) days after being advised by Allegheny that commercially productive quantities of gas are available. Allegheny shall promptly thereafter secure the approval of the Federal Power Commission for the sale of such gas. Allegheny further agrees that Columbia shall also have the option to purchase any and all gas developed from any additional oil and gas leases which Allegheny may in the future acquire in the immediate area.

per Med at provided for herounder.

In the root followers the check that not no imported the option to purchase the god from any well or wells imiliate purchant to this agreement, Allegheny shall have the right to sell said gas elsewhere.

- drilled hereunder by Allegheny produce gas in commercially productive quantities, Allegheny shall make any and all royalty payments for gas or oil that may become due and payable to any lessore named in the leases set forth in Exhibit "A" as a result of Allegheny's producing gas or oil in commercially productive quantities from any well or wells drilled on said leasehold acreage. Upon demand by Columbia, Allegheny shall furnish Columbia a monthly statement of all royalty payments made to any of said lessors. At its election, Columbia has the right, but not any obligation, should Allegheny default or fail to pay royalty payments to lessors, to pay such royalty payments and deduct the same from any profits otherwise due to Allegheny for gas purchases.
- any deep well or wells drilled on the acreage covered by Exhibit
 "A" hereto, it being understood that a deep well shall be defined
 as a well drilled to a depth below 5,000 feet from the surface.

 The extent of Allegheny's participation in such deep well or wells
 shall not exceed fifty percent (50%). In the event this agreement
 shall be terminated as provided for herein with respect to one or
 more of the four (4) sections defined in Exhibit "B," Allegheny's
 right of participation in any deep well or wells in that section
 or sections shall also terminate.
- 13. Allegheny shall pay to Columbia the following overriding royalties on commercially productive gas produced by Allegheny pursuant to this agreement:

:

- (a) No overriding royalty shall be paid on production resulting from the original five (5) wells drilled pursuant to paragraph 3 hereof.

of Active all site in radiosticm rate the available of the wells have seen recovered. Allegaen shall pay to Islumbia a 1-31 overriding royalty in production from all wells, other than the original five (5), drilled by Allegheny under the rights granted to it hereunder, i.e., to a depth of up to 5,000 feet.

- (c) After recovering all its costs in connection with the construction thereof, Allegheny will pay to Columbia a 1/16 overriding royalty on all its production from deep wells in which Allegheny participates as provided in paragraph 12.
- 14. Allegheny shall have the right to terminate this agreement as to any leasehold acreage unoperated by Allegheny upon written notice being given to Columbia within thirty (30) days following the completion of any subsequent well drilled hereunder, in which event Allegheny shall reassign to Columbia any and all such unoperated leasehold acreage, but Allegheny shall retain its-interest in all producing wells theretofore drilled by it.

In the event of the termination of this agreement for any reason, including bankruptcy or insolvency as hereinafter described, provided Allegheny has previously drilled and completed a producing well on any lease included herein, Allegheny shall have the right to retain the shallow production rights only in and to that portion of any operated lease within a diameter of 1,500 feet of each then commercially productive well drilled by Allegheny on any leases in Exhibit "A," subject to gas purchase rights of Columbia provided in paragraph 10.

including bankruptcy or insolvency, Allegheny shall promptly, upon demand being made by Columbia, reassign to Columbia, pursuant to a proper legal assignment in recordable form approved by Columbia, all the shallow drilling rights and interests in and to any leases unoperated by Allegheny set forth in Exhibit All free and clear of any liens or encumbrances placed or permitted to be placed thereon by any action or inaction of Allegheny.

. strate de l'emphasitant
I, Edward S. Jones , a notary public of said
Scurry, is certify that $W.E.A.mpuist$, who signs
the writing above (or hereto annexed), bearing date the 4"day
of ANUARY, 1973, for COLUMBIA GAS TRANSMISSION
CORFORATION, a corporation, has this day in my said County, before
me, acknowledged the said writing to be the act and deed of said
corporation.
Given under my hand this 15^{74} day of $ANUARY$,
197 <u>3</u> .
My Commission Expires:
ELWARD S. MALL BARRY ALL.
EDWARD S. Addit. Relay Addit. Firm the firm of the fi
COUNTY OF Marie of
I, Their C. Kuites, a notary public of
said County, do certify that Robert of Taucher
who signed the writing above (or hereto annexed), bearing date th
44. day of January, 1973, for ALLEGHENY LAND AND
MINERAL COMPANY, a corpoyation, has this day in my said County,
pefore me, acknowledged the said writing to be the act and deed
26 22 3
Given under my hand this Ath day of January,
197.3.
Commission Expires:
Combally 15 1174 Main Chital ma Course

10/20/2023

STATE OF WEST VIRGINIA DEPARTMENT OF MINES OIL AND GAS DIVISION FINAL INSPECTION REQUEST INSPECTOR'S COMPLIANCE REPORT



OIL & GAS DIVISION DEPT. OF MINES

Company	083-0654	_ County	Randolph	
	ALAMCO, INC.			
Inspector	PHILLIP TRACY	_ District	Middle Fork	<
_		Farm_	HArry McM	ullan
Date I	December 6, 1983	Well No.	A-1120	Issued 12-16-82
		-		133060 12 10 02
RULE	DESCRIPTION			IN COMPLIANCE
23.06	Notification prior to	starting work		Yes
5.04	Prepared before drill:	ng to prevent waste		
5.03	High-pressure drilling			
6.01	Required permits at we	llsite		
5.03	Adequate fresh water o			
5.02	Adequate coal casing			
5.01	Adequate production ca	sing		
5.04	Adequate cement streng			
3.02	Maintained access road	•		
5.01	Necessary equipment to	prevent waste		
.03	Reclaimed drilling site			
.04	Reclaimed drilling pits			
.05	No surface or undergrou			
.05	Identification markings			
MMENTS:				
				-
- 2 3	8			/

Mines at Charleston, West Virginia. Notary: My Commission Expires November 17, 199	Signed:	Its Vice-President	ealer
	OFFICE USE ONLY	Service of the servic	10/20/2023
47-08 3 -0654-REN.	DRILLING PERMIT	December 16	19 82
This permit covering the well operator and well location s quirements subject to the conditions contained herein and (Refer to No. 10) Prior to the construction of roads, locatio proper district oil and gas inspector 24 hours before actual Permit expires August 16, 1983 Bond: Agent: Plat: Plat: NOTE: Keep one copy of this permit posted at the drilling	as and pits for any permitted work. In permitted work has commenced.) unless drilling is commenced.	Date n granted to drill in accordance we need prior to the District Oil are addition, the well operator or his menced prior to that date and prosented that date and prosented prior to the pr	contractor shall notify the secuted with due diligence.

File

Line Item Explanation

DRILLING CONTRACTOR:

Date of Application of Hewiga (8

1)	DRILLING CONTRACTOR:
timis (2)	Your well name and number
3)	To be filled out by office of oil & gas QMA LIO RAINENT OF MINES, OIL AND GAS LIVE STATES OF THE STA
4A)	"Oil" means natural crude oil or petroleum and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves underground reservoirs: "Gas" means all natural gas and all other fluid hydrocarbons not defined as oil.
4B)	"Shallow well" means any well drilled and completed in a formation above the top of the uppermost member of the "Onondaga Group" or a depth less than six thousand feet, whichever is shallower.
	"Deep well' means any well drilled and completed in a formation at or below the top of the uppermost member of the "Onondaga Group" or at a depth less then six thousand feet, whatever is shallower.
5)	Where well is located
6	Before a permit can be issued in a corporation, company partnership, or fictitious name, the name must be registered with the Secretary of State Office
E(7)RD:	Use separate sheet if necessary WO IAOO (E)
8)	Present surface owner at time application is filed.
9)	Optional a grandal was selected as the selection of the s
11)	See Reg. 7.01 relating to code §22-4-1k
12)	"Coal Operator" means any persons, firm, partnership, partnership association or corporation that proposes to or does operate a coal mine. See Note 24
13 & 14)	As per §22-4-20; See Note 24 See Note 24 Gentlement Gentlement and See Note 24 Gentlement and See Note
15)	Work that will be attempted—A separate Form IV-2 shall not be required for fracturing or stimulating a well where fracturing or stimulating is to be part of the work for which a permit is sought and is noted as such on the Form IV-2 filed in connection therewith.
16)	Anticipated formation for which well will be completed governed his tig suig
17)	Self explanatory FIRST FORMATION, ELK GAS DIVISION OIL & GAS DIVISION
18)	Depth to deepest freshwater, and shallowest salt water, taken from nearby wells corrected for differences in
19)	All coal seam depths? Texas an ined in the size of the seam depths:
20)	Proposed casing program and cementing refer to Code 22-4-5, 22-4-6, 22-4-7, 22-4-8, 22-4-8a Reg 9.01, 15.01, 15.02, 15.03, 15.04, 25.01, 25.02, 25.03, 25.04
21) P10 24	permit described herein may file the following: (1)A brief description of the tract of land including the district and county wherein the tract is located; (2)The identification of all parties to all leases or other continuing contractual agreements by which the right to extract, produce or market the oil or gas is claimed; (3)The book and page number wherein each such lease or contract by which the right to extract, produce or
22)	Code 22-4-11(d) and 22-4-11(e).
23)	Regulation 7.02 of the Department of Mines provides that the original and four copies of Form IV-2 must be filed with the Department, accompanied by (i) a plat in the form prescribed by Regulation 11, (ii) a bond in one of the forms prescribed by Regulation 12, or in lieu thereof the other security allowed by Code §22-4-2, (iii) Form IV-9, "Reclamation Plan", applicable to the reclamation required by Code §22-4-12b and Regulation 23, (iv) unless previously paid on the same well, the fee required by Code §22-4-12a, and (v) if applicable, the consent required by Code §22-4-8a from the owner of any water well or dwelling within 200 feet of the proposed well.
24)	to make or are required to make by Code \$22-4-3 must be filed with the Department of Mines within fifteen (15)
to the shove	days after the receipt of this Application by the Department.
	The following waiver must be completed by the coal operator and by any coal owner or coal lessee who has recorded a declaration under Code 22-4-20, if the permit is to be issued within fifteen (15) days of receipt thereof.
	10/20/2023
amined thi added to the operator h	ersigned coal operator/ owner/ lessee/of the coal under this well location has ex- s proposed well location. If a mine map exists which covers the area of the well location, the well location has been ne mine map. The undersigned has no objection to the work proposed to be done at this location, provided, the well as complied with all applicable requirements of the West Virginia Code and the governing regulations.
Mar altina	
Date:	By By
Date	Its

mais or operative in writing, signs by the parties hereto, and no prior source of lealing with the parties chall be construed to alter the terms hereof.

- not be transferred or assigned by Allegheny without the written consent of Columbia, but Columbia may transfer or assign its rights to any successors, assignee or any affiliated company with Columbia that is now in existence or that later may be formed as a subsidiary company of The Columbia Gas System, Inc., without prior written consent by Allegheny.
 - 21. It is expressly agreed that Columbia, in assigning the aforesaid drilling rights, makes no warranty of title to the oil and gas underlying any of the aforesaid leases; but Allegheny covenants and agrees, prior to offering gas or oil for sale to Columbia, that it has a good and marketable leasehold title to said gas or oil.
 - 22. It is agreed that the laws of the state of West Virginia shall govern the interpretation and performance of this agreement. Matters which are to be settled by arbitration pursuant to the terms of this agreement shall be determined by a panel of arbitrators composed of three disinterested persons, of whom Columbia and Allegheny shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.
 - 23. This agreement shall extend to and include any renewals or modifications of the original leases set forth on Exhibit "A," together with new leases covering the same leasehold acreage.
 - 24. The obligations of Allegheny hereunder shall be sus gended while Allegheny is prevented from complying therewith, in these or in part, by strikes, lookents, actions of the elements,

HARRY MCMULLAN III

330 SOUTH VERMONT P. O. BOX 82009 OKLAHOMA CITY, OKLAHOMA 73148

RECEIVE DOS) 943-7482

APR 5 - 1982

OIL AND GAS DIVISION WY DEPARTMENT OF MINES

March 29, 1982

Oil and Gas Division West Virginia Department of Mines Charleston, West Virginia 25311

Dear Sirs:

We hereby formally protest the Oil and Gas Well permit on well Number A-1120 (attached hereto) as owner of 4/7ths of the minerals, on the following grounds:

- 1) Columbia Gas Transmission Corporation does not have a valid lease on our interest, by reason of its expiration on August 1, 1981; and
- 2) The sublease to Allegheny Land and Mineral was never approved by us as Lessors, as provided in the lease.

Sincerely,

Nova I minullan

Neva S. McMullan, Executrix of the Estate of Harry McMullan Jr. by Harry McMullan III, attorney-in-fact

HMc:1d

All alleghanys wall 1133

SCHEDULE OF LEASES SITUATE IN ROARING CREEK AND MIDDLE FORK DISTRICTS RANDOLPH COUNTY, WEST VIRGINIA, AND WASHINGTON DISTRICT UPSHUR COUNTY, WEST VIRGINIA TO BE ASSIGNED TO ALLEGHENY LAND AND MINERAL COMPANY

1 301 70.

1:/1:

1.717

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1:11

	"alores A. Arnold, et al	P. H. Talbot .	Harry McMullan, Jr., Agent	Trany MoMallan, Jr., Agent	This McMallan, Jr., and Tam G. Davisson, Trustee	Horry Helfullan, Jr., Agent	Harry MeHullan, Jr., Agent	LESSOR
ASS	976.0	1,139.0	584.0	2,201.0	1,000.0	2,539.0	4,433.4	ACREAGE
ASSIGNMENT NUMBER 3147	Middle Fork	Middle Fork	Middle Fork & Washington	Middle Fork	Middle Fork	Roaring Creek & Middle Fork	Roaring Creek & Middle Fork	DISTRICT
	Randolph	Randolph	Randolph & Upshur	Randolph	Randolph	Randolph	Randolph	COUNTY
	June 18, 1971	February 25, 1971	March 22, 1972	December 28, 1971	August 10, 1971	June 14, 1971	June 14, 1971	DATE OF LEASE
	April 15, 1981	March 25, 1981	April 22, 1982	January 1, 1982	August 1, 1981	April 15, 1981	April 15, 1981	EXPIRATION DATE
	273	. 270	276	275	273	272	272	BOOK
	578	665	469	185	390	449	433	RECORDED OK PAGE

EXHIBIT "A"

10/20/20<u>2</u>3

10 771:

	I, Edward S. Jones . a notary public of said
	Jeunty, is certify that $W.E.A.i.m.govs7$, who sign
	the writing above (or hereto annexed), bearing date the 4"day
1	of LANUARY, 1973, for COLUMBIA GAS TRANSMISSION
	CORFORATION, a corporation, has this day in my said County, before
	me, acknowledged the said writing to be the act and deed of said
	a a mana tri a m
	Given under my hand this 15 day of JANUARY,
.!	197 <u>3</u> .
	My Commission Expires: ELWARD & MANUAL MANU
	COUNTY OF Marie I) TO WIT:
::::::	I, Glacia C. Kritisi, a notary public of
1	said County, do certify that Relicet & Taylor,
	who signed the writing above (or hereto annexed), bearing date th
	1/4, day of January, 1973, for ALLEGHENY LAND AND
	MINERAL COMPANY, a corpoyation, has this day in my said County,
	pefore me, acknowledged the said writing to be the act and deed
	of said corporation.
	Given under my hand this Ath day of January,
	197.3.
()	My Commission Expires: Cocamba 15 1174 Motary Public Public
1	
•	10/20/2023

STATE OF WEST VIRGINIA

DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION



INSPECTOR'S WELL REPORT

Permit No.083-654

OIL & GAS DIVISION
DEFT WELL MINES

Company Allegh	eny Land & Me	ineral	ASING AND TUBING	USED IN DRILLING	WELL	PACK	ERS
ddress Buckh	annon Will	/ 5	Size				
arm Marry	meghullen	16_				Kind of Pac	cer
ell No 4-11	20						
strict Middle &	Fark County Range	0 0	/4			Size of	
rilling commenced		65	/s			Depth set	
illing completed	Total depth//9	64	3/16				
te shot	Depth of shot					Perf. top	
						Perf. bottom	
tial open flow	/10ths Water in	Inch Line	ers Used			Perf. top	
en flow after tubing	/10ths Merc. in	_Inch				Perf. bottom	
	lbsbbls., 1st	nrs.		VICE COMPA		FEET	_INCHE
esh water	feet	feet	FEET_	INCH	ES	FEET	_INCHE
	feet	feet	FEET_	INCHI	ES	FEET	_INCHE
lt water							
Professional Control of the Control							
illers' Names	es sent in	on	183-19	W well	P May	1 lida	
marks: J.D. we	es sent in lave been	on Shis	083-68 well.	78 well Thay a	No. H	1-1/87 st nave	
narks: J.D. we	love bein .	lhis .	083-68 well.	They a	No. H	1-1187 st nave	

STATE OF WEST VIRGINIA

DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

INSPECTOR'S PLUGGING REPORT

OMPANY			ADDRESS					
ARM		DISTRICT.	ISTRICTCOUNTY					
illing Material Used								
iner Lo	cation	Amount	Packer			X		
PLUGS USED AND DEPTH PLACED			BRIDGES	0.00	G AND TU	BING		
CEMENT-THICKNESS	WOOD-SIZE	LEAD	CONSTRUCTION-LOCATION	RECOVERED	SIZE	Los		
			I will be be a great from the contract of the					
			- Alexander de la company					
						-		
						45,23		
			# 1					
rillers' Names				-				
emarks:			-					
			1 40 750 18					
The william								
			e well on this date.					

WELL LOGS (Con't) A-1120

Sand	1940	1971	Gas Check @ 2382 No show
Shale	1971	1985	Gas Check @ 2853 No show
Sand & Shale	1985	2097	Gas Check @ 3109 No show
Speechley	2097	2135	Gas Check @ 3330 No show
Sand & Shale	2135	2470	Gas Check @ 3423 No show
Shale	2470	2951	Gas Check @ 3581 No show
Balltown	2951=	3057	Gas Check @ 3830 No show
Shale	3057	3356	
Riley	3356	3465	Gas Check @ 4113 No show
Benson	3465	3495	Gas Check @ 4553 No show
Shale	3495	3830	
Sand & Shale	3830	4610	
First Elk	4610	4650	
Second Elk	4650	4670	
Sand & Shale	4670	4964 T. D.	



OIL & GAS DIVISION
DEPT. OF MINES

DEPT. OF MINES

(Rev 8-81)



STATE OF WEST VIRGINIA DEPARTMENT OF MINES

Date_	November 21, 1983
Opera	tor's
Well !	No. A- 1120
Farm	McMullan
APT N	0.47 - 083 - 0654

OIL and GAS DIVISION WELL OPERATOR'S REPORT OF

WELL TYPE: OIL _/ GAS_X / LIQUID INJECTION_/	/ amm n=	gpage /		
WELL TYPE: OIL / GAS X / LIQUID INJECTION / (If "Gas", Production / Underground	nd Storage	/ Deep/	Shall low	T. OF MINES
LOCATION: Elevation: 2363'	Wate		r Run	7.5
District: Middle Fork County	Rando	lph Qua	drangle:	Cassity 7.5
COMPANY ALAMCO, Inc.				
200 West Main Street ADDRESS Clarksburg, West Virginia 26301	Casing	Used in	Left	Cement
ADDRIDD CIAINSDAIG, NEST VIIGINIA 20002	&	-		fill up
DESIGNATED AGENT ALAMCO, Inc.	Tubing	Drilling	in Well	Cu. Ft.
200 West Main Street	Size 20-16	Section 1		0.00
ADDRESS Clarksburg, West Virginia 26301	Cond.	CIE - FI		e Caria
SURFACE OWNER Harry McMullan	13-10"	O.C.		5.03
ADDRESS P.O. Box 8, Washington, NC 27889	9 5/8"			
MINERAL RIGHTS OWNER Harry McMullan	8 5/8"	815.61'	815.61'	to surface
ADDRESS P.O. Box 8, Washington, NC 27889	7"	Red Time		
OIL AND GAS INSPECTOR FOR THIS WORK Robert	5 1/2"	128		
Stewart ADDRESS P.O.Box 345, Jane Lew 26378	4 1/2"	4935'	4935'	958 ' w/210 saks
PERMIT ISSUED April 21, 1982	3			
DRILLING COMMENCED July 18, 1983	2			0.21.
DRILLING COMPLETED July 24, 1983				
IF APPLICABLE: PLUGGING OF DRY HOLE ON	Liners			
CONTINUOUS PROGRESSION FROM DRILLING OR REWORKING. VERBAL PERMISSION OBTAINED ON	used	0.2 <u>-</u>		0.00
		DEPTH	500	OO FEET
GEOLOGICAL TARGET FORMAION Elk				
Depth of completed well 4964 f	eet Rota	ry XX /	Cable	Tools
Water Strata depth: Fresh 115		A MINISTER SILE	feet	Saltfeet
Coal seam depth: 210-215		Is coal bei	ng mined	in this area?
OPEN FLOW DATA				
Producing formation 2nd & 3rd Elk, 1st El	lk.Alexand	er Pay zone	depth (s	see back) feet
Gas: Initial open flow N/S Mcf/d	Oil:	Initial ope	n flow	Bb1/d
Final open flow 730 Mcf/d		Final open	flow_	Bb1/d
Time of open flow between in	itial and	final tests	2 . h	nours
Static rock pressure 1210 psig (surface	measureme	ent after	46 hc	ours shut-in
(If applicable due to multiple completion	1)			
Second producing formaiton		Pay zo	ne dpeth	10/20/2023 Feet
Gas: Initial open flowMcf/d	Oil:	Initial ope	n flow	Bb1/d
Final open flow Mcf/d		Final open	flow_	Bb1/d
Time of open flow between ini	itial and	final tests		hours

Static rock pressure ____psig (surface measurement) after ____ hours shut-in

(continue on reverse side)

FORM IV-35 (REVERSE)

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

Well was fractured Perforations:

DEPT. OF MINES

August 4, 1983

Alexander

4076'-78' 4276'-80'

4612'-16' 4618'-20'

Third Elk

4664'-66'

4671'-74' 4812'-14' 4834'-36'

WELL LOG

FORMATION COLOR HARD OR SOFT	TOP FEET	BOTTOM FEET	REMARKS Including indication of all fresh and salt water, coal, oil and gas
Fill Sand Sand & Shale	0 10 109	10 109 136	Hole Damp 115'
Sand	136	210	
Coal	210	215	
Shale	215	281	
Sand	281	310	
Shale	310	334	
Shale Sand Shale	334	372	
	372	390	Of Modulation (1) 8 met 2021 3
Sand & Shale	390	402	
Sand	402	428	Superior Section 1 Consequence 1
Shale	428	455	
Sand	455	524	Check Gas @ 1062 No show
Shale	524	537	Check Gas @ 1186 10.87 MCF/D
R. Rock & Shale	537	635	Check Gas @ 1312 10.87 MCF/D
Shale	635	715	
Sand	715	801	
Sand & Shale	801	842	
Red Rock	842	905	
Red Rock & Shale	905	955	
L. Lime	955	1029	
Big Lime	1029	1125	
Injun	1125	1214	
Shale	1214	1225	
Sand	1225	1390	
Red Rock	1390	1425	
Shale	1425	1540	Gas Check @ 1660 No show
Red Rock	1540	1565	the second secon
Sand & Shale	1565	1628	
Red Rock	1628	1665	Gas Check @ 1878 No show
Fifth Sand	1845	1870	Gas Check @ 2034 No show
Shale	1880	1940	Gas Check @ 2192 No show

(Attach separate sheets as necessary)

SEE ATTACHMENT

ALAMCO, Inc. Well Operator

Vice President Oil & Gas Operations

11/29/83 Date:

10/20/2023

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



STATE OF WEST VIRGINIA

DEPARTMENT OF MINES

OIL AND GAS DIVISION

FINAL INSPECTION REQUEST

INSPECTOR'S COMPLIANCE REPORT

	OIL	& (GAS	DIVISION	
D	EP.	Τ.	OF	MINES	

Permit No.	083-0654	County_	Randolph		·
Company	ALAMCO, INC.	Distric	t_Middle Fo	ork	
Inspector_	PHILLIP TRACY	Farm	HArry Mo	Mullan	
Date	December 6, 1983	Well No	. A-1120	Issued 12-	16-82
				TN COM	PLIANCE
RULE	DESCRIPTION			Yes	No
23.06	Notification prior to	starting work		_	
25.04	Prepared before drilli	ng to prevent was	te	-	***************************************
25.03	High-pressure drilling			-	· ·
16.01	Required permits at we	llsite			-
5.03	Adequate fresh water c	asing.		-	-
15.02	Adequate coal casing	1			
15.01	Adequate production ca	sing			
15.04	Adequate cement streng	ch			
23.02	Maintained access road	s			-
25.01	Necessary equipment to	prevent waste			
23.03	Reclaimed drilling sit	ę			
23.04	Reclaimed drilling pit	s			-
23.05	No surface or undergro	und pollution			
7.05	Identification marking	s			
COMMENTS:		·			
					/

I have inspected the above well and have found it to be in compliance with the rules and regulations of the Office of Oil and Gas Department of Mines of the State of West

SIGNED:

DATE:

Virginia, and the well can be released from the permitted work.



State of West Virginia Department of Mines Gil and Gas Division Charleston 25305

THEODORE M. STREIT ADMINISTRATOR

WALTER N. MILLER DIRECTOR

July 23, 1984

Alamco, Inc. P. O. Box 1740 Clarksburg, W. Va. 26301

In Re:	PERMIT NO: 4	7-083-0654-REN. 12/82
	FARM: Harry Mc	Mullen
	WELL NO:A	1-1120
	DISTRICT: Midd	lle Fork
	COUNTY Randol	ph

Gentlemen:

The FINAL INSPECTION REPORT for the above described well has been received in this office. Only the column check below applies:

- The well designated by the above permit number has been released under your Blanket Bond.
- Please return the enclosed cancelled single bond which covered the well designated by the above permit number to the surety company who executed said bond in your behalf, in order that they may give you credit on their records.
- XXXXXXX Your well record was received and reclamation requirements approved. In accordance with Chapter 22, Article 4, Section 2, the above captioned well will remain under bond coverage for life of the well.

Very truly yours,

Theodore M. Streit, Administrator Office of Oil & Gas-Dept. Mines



1) Date:	November	8,	, 19 82
			CHARLES TO STATE OF THE SECOND SECOND

2) Operator's Well No.___ A-1120 0654-REN. 47 083 3) API Well No.

State County REVISED

Permit

DRILLING CONTRACTOR:

Development Drilling

P. O. Box 1740 G

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

	E: A Oil	n auth	_/ Gas _	XX		g tils entakm (utor suprh	es anderground es	esol in sella
						Underground st	torage	Deep	_/ Shallow _XX/)
LOCATION:	Licial	76.	ldle Fo	- Charles A. P. S. C.	diamo l s	watersieu.	Suga Rando1ph	r Run	Consity 7.51
WELL OPER	Distric	The Contraction of the Contracti	THE RESIDENCE OF THE PARTY OF T	DESCRIPTION OF THE PERSON OF T	lineral	County.			Cassity 7.5'
Address	Charles of the Control of the Contro	DOWNERS THE PERSON NAMED IN PARTY.	x 1740	CHARLES TO A CONTRACT	dodanie.	I fine bataiqu	Address	P. O. Box 17	
		The state of the s	irg, WV	Control of the Control	301	ii xia loda ce	a thurt a say	Clarksburg,	
OIL & GAS									low sood W (2
ROYALTY				an	odater vo	Rayan not	Children Children Con Ton T	ATOR Amax Coa	
Address	THE RESERVE OF THE PARTY OF THE	Box	D.C.	27	220	_	Address	THE RESERVE OF THE PROPERTY OF THE PARTY OF	n 119 Washingto
Acreage	1000	riigeon	, D.C.		003		B) COAL OWN		Ind. Lewisburg, WV ATION ON RECORD:
SURFACE O		Harry	McMul1	an				Harry McMullan	
Address	P. 0	. Box	8			D9III	Address	P. O. Box 8	Dr masura, 46
		ington	D.C.	27	889			Washington, D	
Acreage	_1000	. TO:			Ale Company		Name	John G. Davis	
FIELD SALE Address			s Tran	ami a	afon	ook soriee	Address	1 East 4th	
Address						V 25325 14	OAL LESS	Weston, WV EE WITH DECLARAT	
OIL & GAS	INSPECTO	R TO BE	NOTIFIE				Name Name		Coal Amax Coa
Name	Robert				1011	1000	Address	119 Washingto	n St. 105 S. Mer
Address	P. 0. 1	-		0		January and an	7	Lewisburg, WV	24901 Ind. Ind. 46
THO I WAS A	Jane Lo		THE RESERVE AND ADDRESS OF THE PERSON NAMED IN	-	13		1002	rottecamo di 1927	A There is a second
PROPOSED			XX / I					acture or stimulate	
					vell (specify		iew formation	is relative to	otergratinge, (tal
GEOLOGICA				E1k	(OIL & GAS E	IVISION	The Part of Giotal	isleverine (Y)
17) Estimate				500	0'0	feet	MINES	malanyakassa korpok	for signify (81 m)
18) Approxim	mate water st	rata depth	ns: Fresh	_1	954	feet;	salt,	feet.	nonevers
19) Approxir	mate coal sea	m depths:	449	-453		Is coal	being mined in th	ne area? Yes	/ NoXX/
CASING AN	D TUBING	PROGRA	AM						heromes (0)
CASING OR	11	SPE	CIFICATION	S	- 11		E INTERVALS	CEMENT FILL-UP	PACKERS
TUBING TYPE	Size	Grade	Weight per ft.	New	Used	For drilling	Left in well	OR SACKS (Cubic feet)	PACKERS
Conductor	16"	Grade	per it.	New	X	20	20'	ATS	Kinds
Fresh water	8 5/8"	reache.	War As	Spring to	Establish Bert	a Andreas de te	wat to a sunt ou	The state of the s	A A A A A A A A A A A A A A A A A A A
Coal	8 5/8"	and to	20#	X	Section 20	800'	800'	CTS	Sizes
Cour			T 55		er i Kon	50001	50001	er i gortaner anex	oi
			10-30#	X		5000	5000	400 sx	Depths set OR AS REG.
Intermediate Production	4 1/2"	19 (35)					2 specifical se	bV	
Intermediate Production Tubing	4 1/2"				WE HELD TO		A TOTAL CONTRACTOR OF THE PROPERTY OF THE PROP		Ky/E 15-01
Intermediate Production Tubing	4 1/2"	4 (25)				d in a surface	Part Majorita es	n e oligenzali to	Perforations:
Intermediate Production Fubing	4 1/2"	353		<i>5</i> 97	3.	er o errosi	PAC WARRYON SI	n Congrava to	Perforations: Top Bottom
Intermediate Production Fubing	4 1/2"	30						ongress to	The second secon
Intermediate Production Tubing Liners	i maga		Service Se			entroda suna		Distriction of the control of the co	The second secon
Intermediate Production Tubing Liners	N RIGHTS	the follo	wing:	ikai dr. 22		All market of the control of the con	AND THE STATE OF	n compress to	The second secon
Intermediate Production Tubing Liners EXTRACTIO Check and pro	ON RIGHTS ovide one of ed is the leas	e or leases	s or other			ct or contracts l		he right to extract oil or	Top Bottom
Intermediate Production Tubing Liners EXTRACTIO Check and pro	N RIGHTS ovide one of ed is the leas quirement of	code 22	s or other					he right to extract oil or	Top Bottom
EXTRACTIO Check and pro XX Include The rec	ON RIGHTS ovide one of ed is the leas quirement of ROVISIONS	e or leases Code 22-	s or other -4-1-(c) (1)	throug	th (4). (Se	et or contracts le reverse side fo	r specifics.)	epatu o bise. Valor	Top Bottom
EXTRACTIO Check and pro XX Include The rec ROYALTY P Is the right to similar provisi	on RIGHTS ovide one of is the leas quirement of ROVISIONS extract, procion for com	Code 22- Sluce or mapensation	s or other -4-1-(c) (1) arket the oi to the ow	through through the second through the second through the second through the second through the second through through through through through the second through th	s based upon the oil or	et or contracts le e reverse side fo on a lease or othe gas in place whi	er continuing contict is not inheren	ract or contracts providi	gas. ng for flat well royalty or any the of oil or gas so extracted.
EXTRACTIO Check and pro X Include The rec ROYALTY P Is the right to similar provisi produced or n	on RIGHTS ovide one of ed is the leas quirement of ROVISIONS extract, procion for comparketed?	Code 22-	s or other -4-1-(c) (1) arket the oi to the ow	through or gas	s based upon the oil or	or contracts le reverse side for a lease or othe gas in place whi	er continuing contict is not inherer	ract or contracts providi	gas. ng for flat well royalty or any the of oil or gas so extracted,
EXTRACTIO Check and pro XX Include The rec ROYALTY P Is the right to similar provisi produced or in the answer abov	on RIGHTS ovide one of is the leas quirement of ROVISIONS extract, procion for comparketed?	e or leases Code 22- S duce or ma pensation Yes XX hing addit	s or other -4-1-(c) (1) arket the oi to the ow	through or gas	s based upon the oil or	or contracts le reverse side for a lease or othe gas in place whi	er continuing contich is not inheren	ract or contracts providi	gas. ng for flat well royalty or any the of oil or gas so extracted,
EXTRACTIO Check and pro XX Include The rec ROYALTY P Is the right to similar provisi produced or n he answer abov Required Cop Copies of this	on RIGHTS ovide one of dis the leas quirement of ROVISIONS extract, procion for commarketed? et is No, not ies (See reverse Permit App	e or leases Code 22- S duce or ma pensation Yes XX hing addit rse side.)	s or other 4-1-(c) (1) arket the oi to the ow No tional is ne	l or gas ner of eeded.	s based upon the oil or of the answ	on a lease or othe gas in place white ver is Yes, you n	er continuing contict is not inherer	ract or contracts providing related to the volume Form IV-60.	gas. ng for flat well royalty or any the of oil or gas so extracted,
EXTRACTIO Check and pro XX Include The rec ROYALTY P Is the right to similar provisi produced or in the answer abov Required Cop Copies of this named coal of	on RIGHTS ovide one of dis the leas quirement of ROVISIONS extract, procion for commarketed? The is No, not ies (See reverse Permit Appreparator, coal	e or leases Code 22- S duce or ma pensation Yes XX hing addit rse side.) blication a	s or other 4-1-(c) (1) arket the oi to the ow No tional is ne	l or gas ner of eeded.	s based upon the oil or of the answ	on a lease or othe gas in place white ver is Yes, you n	er continuing contict is not inherer	ract or contracts providing related to the volume Form IV-60.	Top Bottom gas. ng for flat well royalty or any the of oil or gas so extracted,
EXTRACTIO Check and pro XX Include The rec ROYALTY P Is the right to similar provisi produced or in the answer abov Required Cop Copies of this	N RIGHTS ovide one of ed is the leas quirement of ROVISIONS extract, proc ion for com narketed? e is No, not ies (See reve Permit App perator, coal rleston, Wes	e or leases Code 22- Soluce or ma pensation Yes XX high additions addition a lowner(s) t Virginia	s or other 4-1-(c) (1) arket the oi to the ow No tional is ne and the ence and coal	l or gamer of seeded.	s based upo the oil or off the answ plat and recon or befo	on a lease or othe gas in place white ver is Yes, you n	er continuing contict is not inherer	ract or contracts providing related to the volume Form IV-60.	gas. ng for flat well royalty or any the of oil or gas so extracted,
EXTRACTIO Check and pro XX Include The rec ROYALTY P Is the right to similar provisi produced or n ae answer abov Required Cop Copies of this named coal of Mines at Char	on RIGHTS ovide one of ed is the leas quirement of ROVISIONS extract, procion for commarketed? e is No, not ies (See reverse Permit Apprenator, coarleston, Wes	e or leases Code 22- Soluce or ma pensation Yes XX hing addit rrse side.) blication as l owner(s) t Virginia	s or other 4-1-(c) (1) arket the oi to the ow No tional is ne and the enc , and coal	l or gamer of seeded.	s based upo the oil or If the answ plat and recon or befo	on a lease or othe gas in place white ver is Yes, you n	er continuing contict is not inherer may use Affidavit nave been mailed e mailing or deliv	ract or contracts providing the related to the volume. Form IV-60. by registered mail or determ of this Permit Apple.	gas. Ing for flat well royalty or any the of oil or gas so extracted, livered by hand to the above ication to the Department of
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Plat:

Casing

Fee

Administrator, Office of Oil and Gas

Agent: OK

Line Item Explanation

- 1) Date of Application
- 2) Your well name and number
- 3) To be filled out by office of oil & gas
- 4A) "Oil" means natural crude oil or petroleum and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves underground reservoirs: "Gas" means all natural gas and all other fluid hydrocarbons not defined as oil.
- 4B) "Shallow well" means any well drilled and completed in a formation above the top of the uppermost member of the "Onondaga Group" or a depth less than six thousand feet, whichever is shallower.
 - "Deep well" means any well drilled and completed in a formation at or below the top of the uppermost member of the "Onondaga Group" or at a depth less then six thousand feet, whatever is shallower.
 - 5) Where well is located
 - 6) Before a permit can be issued in a corporation, company partnership, or fictitious name, the name must be registered with the Secretary of State Office
- 7) Use separate sheet if necessary
- 8) Present surface owner at time application is filed.
- 9) Optional
- 11) See Reg. 7.01 relating to code §22-4-1k
- 12) "Coal Operator" means any persons, firm, partnership, partnership association or corporation that proposes to or does operate a coal mine. See Note 24
- 13 & 14) As per §22-4-20; See Note 24
 - 15) Work that will be attempted—A separate Form IV-2 shall not be required for fracturing or stimulating a well where fracturing or stimulating is to be part of the work for which a permit is sought and is noted as such on the Form IV-2 filed in connection therewith.
 - 16) Anticipated formation for which well will be completed
 - 17) Self explanatory
 - 18) Depth to deepest freshwater, and shallowest salt water, taken from nearby wells corrected for differences in elevation
 - 19) All coal seam depths
 - 20) Proposed casing program and cementing refer to Code 22-4-5, 22-4-6, 22-4-7, 22-4-8, 22-4-8a Reg 9.01, 15.01, 15.02, 15.03, 15.04, 25.01, 25.02, 25.03, 25.04
 - 21) Code 22-4-11(c) In lieu of filing the lease or leases or other continuing contract or contracts, the applicant for a permit described herein may file the following:
 - (1)A brief description of the tract of land including the district and county wherein the tract is located;
 - (2) The identification of all parties to all leases or other continuing contractual agreements by which the right to extract, produce or market the oil or gas is claimed;
 - (3) The book and page number wherein each such lease or contract by which the right to extract, produce or market the oil or gas is recorded;
 - (4)A brief description of the royalty provisions of each such lease or contract.
 - 22) Code 22-4-11(d) and 22-4-11(e).
 - 23) Regulation 7.02 of the Department of Mines provides that the original and four copies of Form IV-2 must be filed with the Department, accompanied by (i) a plat in the form prescribed by Regulation 11, (ii) a bond in one of the forms prescribed by Regulation 12, or in lieu thereof the other security allowed by Code §22-4-2, (iii) Form IV-9, "Reclamation Plan", applicable to the reclamation required by Code §22-4-12b and Regulation 23, (iv) unless previously paid on the same well, the fee required by Code §22-4-12a, and (v) if applicable, the consent required by Code §22-4-8a from the owner of any water well or dwelling within 200 feet of the proposed well.
 - The above named coal operator, coal owner(s), and coal lessee are hereby notified that any objection they wish to make or are required to make by Code §22-4-3 must be filed with the Department of Mines within fifteen (15) days after the receipt of this Application by the Department.

The following waiver must be completed by the coal operator and by any coal owner or coal lessee who has recorded a declaration under Code 22-4-20, if the permit is to be issued within fifteen (15) days of receipt thereof.

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State of Mest Airginia Pepartment of Mines Gil und Gas Bivision

CONSTRUCTION AND RECLAMATION PLAN

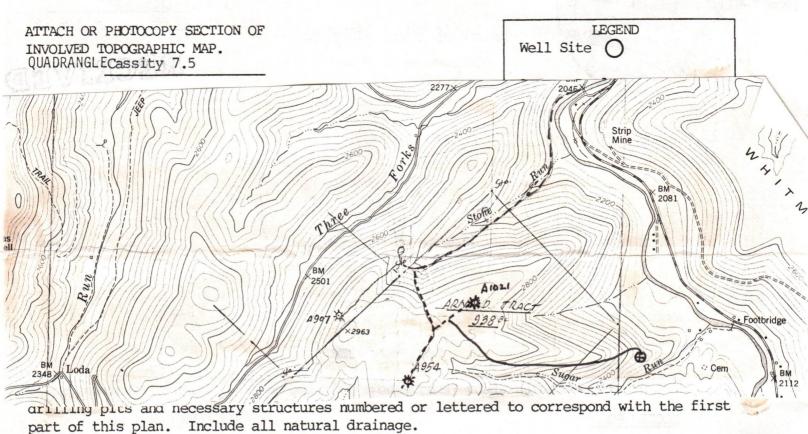
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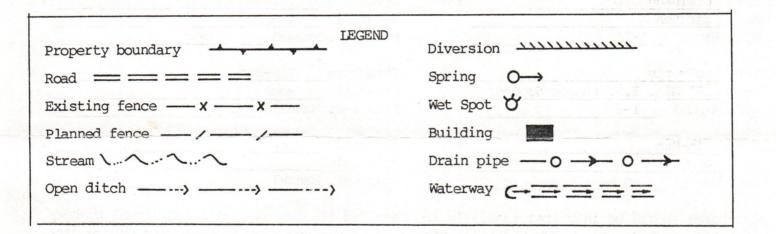
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OIL AND GAS DIVISION

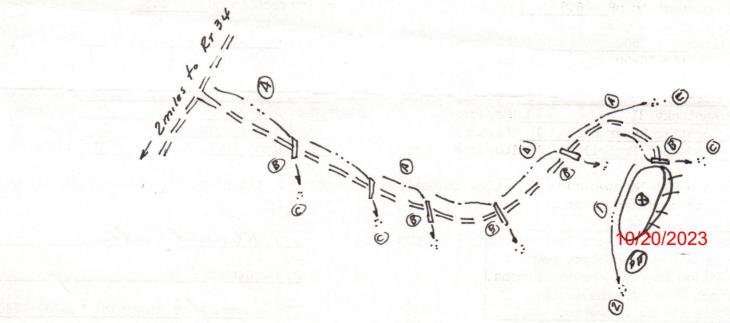
					WVDE	PARTMENT OF MINES
Company Nar	me Allegheny Land & Mineral Co.		Designated	Agent J.	Ronald Cullen	
Address	P. O. Box 1740		Address	P. O. Box	1740	
	Clarksburg, West Virginia			Clarksbur	g, West Virgin	ia
Telephone	623-6671		Telephone	623-6671		
Landowner	Westvaco	N No.	Soil Cons.	District	Tygarts Valle	У
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*Inoculate	all legumes such as vetch, tre	efoil an	d clovers wi	th the pro	oper bacterium.	Inoculate
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NOTES: P	lease request landowners'	PLAN P	REPARED BY	X. Kau	ald Cult 012	0/2023
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	g for one growing season. separate sheets as			1		
				1	West Virginia	26301-1740
	separate sheets as			Larksburg,		26301-1740





COMMENTS:

Slope of access road 19% -- Cuts to be on a 2:1 slope or less. Access road subject to change by company of landowner. All ditches and culverts will be maintained after construction is completed.



or Thir Jovernmental agency, or other matters or consistions of grant the control of Allegheny, whether similar to the matters or conditions berein specifically enumerated or not.

25. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and everywhere the names of the parties hereto appear, the terms "successors" and "assigns" shall be deemed to be intended as fully as if recited thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this agreement and have hereunto affixed their respective seals, the day and year first above written.

ATTEST:

COLUMBIA GAS TRANSMISSION CORPORATION

ww

Assistant Secretary

By

Vice Fresident Pittsburgh Group

ATTEST:

ALLEGHENY LAND AND MINES

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. This document was prepared by W. U. Jacoby, Attorney for Columbia Gas Transmission Corporation.

CAROLES A RES

083-0654

OIL AND GAS DIVISION WY DEPARTMENT OF MINES

THIS LEASE AGREEMENT, made and entered into as of the 1st day of
May, 1973, by and between THE ESTATE OF HARRY MCMULLAN, Jr.,
Route 5, Box 394, Washington, North Carolina 27889, and THE FIRST PENNSYLVANIA
BANKING AND TRUST COMPANY, a Pennsylvania corporation, acting as Co-Trustee
with ELEANOR B. O'CONNER (Trust Account # 02-041883-00) and MARY CASTLEMAN
LIPKIN (Trust Account # 02-040510-00), each of said Trust Accounts representing a
1/16th mineral interest in the lands hereinafter described, hereinafter jointly
referred to as "Lessor," and THE COLUMBIA GAS TRANSMISSION CORPORATION,
a Delaware corporation, having its principal office and place of business at 800
Union Trust Building, Pittsburgh, Pennsylvania 15219, hereinafter referred to
as "Lessee."

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) paid by the Lessee to the Lessor, the receipt of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

LEASING CLAUSE. The Lessor hereby grants, leases, demises and lets unto Lessee all the oil, gas, including all solid, liquid and gaseous substances comprising constituents thereof, such as natural gasoline, casinghead gas, condensate, related hydrocarbons and all other products, produced therewith or therefrom by methods now known or therafter discovered in, upon and underlying the land hereinafter described; and the said Lessee shall have and is hereby further granted, during the term of this Lease, the exclusive rights by the Lessor to go upon the said land for the purposes of exploring and operating for, producing and marketing said oil and gas with the aforementioned constituents thereof, together with the exclusive rights also in the Lessee to utilize the surface and the underlying strata of said land, including the oil and gas sands and formations for gas storage purposes by injecting into, holding in storage therein and withdrawing therefrom, gas, regardless of the source thereof, by pumping or otherwise, either through any well or wells operated thereon or on neighboring or adjoining lands in the same gas storage field as well as protecting gas stored in and underlying all such lands, said tract of land being stituate in Middle Fork District, Randolph

County, West Virginia, described as follows:

Beginning at a fallen span oak, birch and spruce also set stone with the letters M. K. cut thereon, with several small pointers, standing on the top of Rich Mountain at the head of the divide between the waters of the Buckhannon. and Middle Fork Rivers; thence N. 74 35' E. 215.5 poles nearly along the top of Rich Mountain to a dead spruce, spruce stump and set stone with four magnolias, beech, small sugar, and several roundwood pointers on the top of the mountain; thence N. 54 E. 884 poles to two chestnut oaks on a high cliff facing Mill Creek; thence N. 29 E. 136 poles to a birch with pointers, thence N. 55 W. 68 poles to a chestnut oak and gum, thence N. 53 E. 53 poles to a stake, thence N. 48 30' E. 95 poles to a chestnut oak, the southeast corner of a tract of 88.5 acres conveyed by Moore, Keppel & Co. to Simeon Kittle which was surveyed out of the original Warden Tract February 21, 1919, thence running with two of the lines of the said Kittle Tract reversed, N. 50 30' W. 60.6 poles to a stake with chestnut and poplar pointers, thence N. 46 E. 162 poles to a stake with small chestnut and birch pointer in a line of the Valley Company's Hutton Tract, thence with a part of a line thereof (surveyed March 1911 for timber purchase) N. 54 49' W. 190.5 poles to a white and black birch on the east side of the Left Fork of the Middle Fork River a corner of the Davis Colliery Company's Hutton land, thence with its lines up, and meandering the said river (also surveyed in 1911) S. 40 W. 15.3 poles, S. 20 W. 12.8 poles, S. 6 30' W. 10.7 poles, S. 4 35' E. 18.1 poles, S. 41 15' W. 13.6 poles, S. 38 30' W. 30.8 poles, S. 5 55' W. 7.7 poles, to a maple and birch on the west bank of the said river, thence leaving the river N. 62 W. 121 poles to three chestnuts and a maple near some large rocks, a common corner of the said Davis Colliery Company and the said Valley Company's Mozella Hutton Woodford Tract, thence with seven lines thereof (surveyed in 1911) S. 46 30' W. 73 poles to a stake above an old railroad grade in Lost Run Hollow, thence N. 44 W. 298.75 poles crossing a high ridge to a sugar stump and set stone on the east bank of the left fork of Birch Fork and at the lower end of a small bottom on the same side of the stream, thence down the said stream but not meandering the same, N. 27 30' E. 153 poles crossing the said run twice to a sugar and set stone on the north bank of a small drain with beech pointers, thence N. 33 10' E. 104.8 poles, to a beech and set stone with pointers thence N. 6 18' W. 106.5 poles crossing the creek twice to a large hemlock and set stone at the foot of the hill in the bottom a few poles east of the railroad grade, thence N. 9 $\,$ 39' E. $\,$ 104.9 poles crossing the Helvetia road at 81 poles to a hemlock, with pointers now cut for lumber, but point indicated by a set stone, thence N. 13 45' E. 83.6 poles to a large hemlock (now cut for lumber), and set stone against a steep hillside facing Birch Fork, a common corner of the said Valley Company and Moore, Keppel & Company's Ward and Hutton Tract, thence with a part of a line of the last mentioned tract (surveyed in 1904) N. 42 30' E. 76.5 poles to a birch a corner to M. K. & Company's Hutton-Riffle Tract, thence with a line of the same crossing the creek N. 28 30' W. 66 poles to a white oak stump (cut for lumber) and set stone on the east side of the Hemlock road a corner to Elias Zickefoose's heirs, and running thence with five of their lines (surveyed in 1925) N. 52 54' W. 42 poles to a set stone with chestnut pointer on the south side of said road, thence N. 62 30' W. 51.5 poles crossing said road to a large sugar in a line of an original survey of 100 acres at a gate across the road leading into the Zickefoose house, thence S. 45 W. 80 poles to a poplar stump and set stone on the brow of a steep bank north of a branch of the Right Fork of the Left Fork of the Middle Fork River, thence N. 49 30' W. 83 poles to a set stone in the run bottom in the original Goff and Arnold line, thence $N.\ 43$ 30' E. crossing the said road, at 50 poles, in all 202 poles to a set stone with maple and chestnut pointer on the northwest side of the hill facing Schoolcraft Run, a corner to M. K. & Company's Lakin Tract, thence with another line of said tract continuing with the same bearing 82 poles farther to a sugar and pointers, thence with another of said tract's lines and passing a cornent pointers. at 65 poles N. 47 W. 693 poles to a chestnut with pointers on the top of a ridge, J. E. Clark's corner, thence with a line of said Clark's and passing his corner at 325 poles S. 44 W. 626 poles to a stone pile and pointers, the northwest corner of the original Jonathan Currence 150 acre tract, now a corner of J. E. Clark's 25 acre tract, thence with the said 150 acre tract S. 46 30' E. 241 poles (surveyed June 1925) to a set stone with two sugars and cherry pointers, the northeast corner of said 150 acre tract, thence with a part of another line of the

same S. 44 15' W. 23 poles to a set stone with chestnut pointer, a corner of the Croft Lumber Company and in George Brain's line, on the top of the dividing ridge between the waters of the Buckhannon and Middle Fork Rivers, thence following the said divide S. 54 E. 38.5 poles to a set stone with three chestnut pointers, thence S. 9 E. 39.5 poles to a set stone with two chestnut pointers, thence S. 73 E. 47.2 poles to a set stone with two chestnut pointers, thence S. 32 E. 24.6 poles to a point in the road with sugar, red oak, and chestnut pointers, thence S. 17 30' E. 46.3 poles to a set stone with two chestnut pointers on the west side of the road, thence S. 30 E. 38.5 poles to a set stone with two chestnut pointers, thence S. 2 30' E. 56.9 poles to a set stone with beech and maple pointers, thence S. 8 30' W. 29.9 poles to a set stone with chestnut and red oak pointers, thence S. 53 30' W. 35.2 poles to a set stone with maple, birch, beech, and sugar pointers, thence S. 77 W. 48.2 poles to a set stone with three sugar pointers, thence S. 53 30' W. 25.1 poles to a set stone with two black birch, and sugar pointers west of the top at the head of Sugar Run, thence S. 24 30' E. 38.5 poles to a set stone with two birch and maple pointers, thence S. 61 E. 35.7 poles to a set stone with two beech and sugar pointers above a ledge of rocks on the southwest side of the road about three poles from the road, thence S. 37 E. 69.4 poles to a set stone with chestnut and beech pointers, thence S. 53 E. 21.2 poles to a set stone near a large rock, thence S. 32 30' E. 18.5 poles to a stake, thence leaving the original Warden line and the ridge and running N. 79 E. 12 poles to a red oak, thence S. 12 15' E. 72.4 poles to a red oak and set stone; thence N. 55 E. 13 poles to a set stone, thence N. 1 E. 74 poles to a span oak and set stone, thence N. 9 E. 40 poles to a set stone and sugar, thence N. 25 E. 40 poles to a sugar and set stone, thence N. 60 30' E. 112 poles to a birch and set stone, thence S. 50 E. 72 poles to a set stone and two maples; thence N. 51 45' E. 55 poles to a set stone, in the bottom, thence S. 76 15' E. crossing a branch of Birch Fork 181 poles to a poplar and set stone, S. 25 W. 124 poles crossing the Huttonsville and Helvetia Road and Birch Fork to a beech standing against a steep bank at the lower side of the railroad grade, thence S. 60 W. 71.5 poles to a beech in the bottom near the west side of birch fork, thence N. 68 30' W. 42 poles to a set stone on the south side of a run, thence S. 9 W. 200 poles crossing Birch Fork several times to a set stone at the foot of the hill, S. 88 30' W. 200 poles crossing a branch of Birch Fork to a set stone, thence N. 9 E. 96 poles to a set stone and ash on the top of a ridge, thence S. 85 W. 35 poles to an ash near the top of the mountain, one of the original Warden corners, thence continuing with the original Warden Tract S. 17 W. 25.1 poles to a set stone with three chestnut pointers, thence S. 43 W. 25.1 poles to a set stone with maple pointers in the original Perry Cutright line, thence with the same S. 37 E. 15.4 poles to a lynn and chestnut and set stone on the east side of the said divide, thence S. 62 30' W. 59.8 poles, to a set stone with sugar and beech pointers, thence S. 32 30' W. 221.7 poles to a dead birch on a large rock, originally Perry and Armstead Cutright's corner, thence with another of the Cutright lines N. 38 W. 55.9 poles to a set stone with small beech, five small sugars, and chestnut pointers, a comer to the Croft Lumber Company's timber on the northeast side of Blue Rock Knob, thence with thirty-eight of their lines running up the said divide S. 46 W. 36.6 poles to a set stone with three beech and birch pointers on a flat, thence S. 13 30' W. 19.3 poles to a set stone with beech, sugar, chestnut, and two maple pointers on the top of the said Blue Rock Knob, thence S. 51 E. 58.8 poles to a set stone with birch maple and two chestnut pointers on stony ground, thence S. 6 E. 75.2 poles to a set stone with chestnut, beech, and two small maples as pointers on the west brow of the mountain, thence S. 6 30' W. 46.3 poles to a set stone with maple, chestnut, and sugar pointers, on the west brow of the mountain, thence S. 45 E. 34.7 poles to a set stone with sugar, small red oak, and two chestnut pointers near an old trail, thence S. 17 E. 57.8 poles to a set stone with four chestnut pointers on a flat, thence S. 16 30' E. 36.6 poles to a set stone with chestnut, locust, magnolia, and two cherry pointers, on a flat, thence S. 4 30' W. 34.7 poles to 10520/2020 with two chestnut, sugar, and two small maple pointers near a low place in the mountain near the old "Ward Cabin" site, thence S. 18 E. 27.00 poles to a

set stone with four chestnut pointers at a cut in the Alexander Lumber Company's Railroad survey that is partly excavated, thence S. 25 30' E. 52.00 poles to a set stone with chestnut, maple, and three birch pointers, thence S. 11 E. 21.2 poles to a set stone with chestnut and three small sugar pointers, thence S. 4 E. 30.8 poles to a set stone with chestnut, cucumber, and sugar pointers, thence S. 10 30' E. 20.2 poles to a set stone with three beech, sugar, and birch pointers, thence S. 38 E. 13.5 poles to a set stone with three small sugars, and two small black maple pointers, thence S. 5 E. 16.4 poles to a set stone with three small birches, and three small cherries by the west side of a large rock, thence S. 13 W. 36.6 poles to a set stone with two chestnuts, two birches, and small beech pointers on the west brow of the mountain, thence S. 37 W. 19.3 poles to a set stone with eight beech pointers on the top of a high knob, thence S. 70 30' E. 10.6 poles to a set stone with four small sugars, birch, three beeches, and two cherries as pointers at the head of Rocky Ridge, thence S. 53 E. 48.2 poles to a set stone with two small birches, two cherries, and locust pointers, thence S. 70 30' E. 27.00 poles to a set stone with two maple, saplings, small birch, and small cucumber pointers on a flat (this call in the title papers is southwest instead of southeast but is an error as a southwest line would leave the top of the divide and would put the succeeding line off the top from this point to the head of the divide), thence S. 33 E. 35.7 poles to a set stone with three cherries, two small sugars, and small birch pointers, thence S. 2 30' W. 35.7 poles to a set stone with eight beech pointers, thence S. 27 W. 74.2 poles to a set stone with three fire cherries, two cherries, and chestnut pointer, thence crossing the head of a hollow S. 37 E. 52.00 poles to a set stone with three small beeches, two hemlocks, cucumber, and small cherry on a point, thence S. 12 30' E. 15.4 poles to a set stone with two spruces, birch, and fire cherry as pointers on the east brow of the mountain, thence S. 32 W. 34.7 poles to a set stone with two spruces, five chestnuts, magnolia, and small maple on the east brow of the mountain, thence S. 42 W. 39.5 poles to a set stone with two beeches, and spruce pointers, thence S. 29 30' W. 29.9 poles to a set stone with four sugars, three cherries, and beech pointers, thence S. 29 30' E. 35.7 poles to a set stone with two beeches, and sugar pointers, thence S. 2 30' W. 43.9 poles to a set stone with birch and sugar pointers, thence S. 14 E. 17.3 poles to a set stone with birch, sugar, and large rock as pointers, thence S. 26 W. 47.2 poles to a set stone with three cherry pointers, thence S. 5 W. 11.6 poles to a set stone with beech, and large chestnut pointers, thence S. 25 30' W. 17.3 poles to a set stone with magnolia, and round wood pointers, thence S. 10 W. 17.3 poles to a set stone with sugar, maple, and chestnut pointers near some large rocks on the west brow of the divide, thence S. 17 30' E. 30.8 poles to a set stone with three magnolia, and maple pointers, thence S. 8 30' W. 23.1 poles to the place of beginning, containing 9,732 acres after deducting the Westfall and Light tracts hereinafter described. The description herein contained is a description of that certain tract of real estate conveyed by Sarah Warden, et al, to J. B. Moore, et al, by deed dated the 18th day of July, 1902, and of record in Deed Book 68 at page 77, and does not include within the described boundaries the Goss & Westfall tracts which were conveyed prior to the conveyance to J. B. Moore, et al, and also does not include within the described boundaries the Loudin and Kittle tracts which were conveyed by Moore, Keppel & Company to Loudin by deed dated March 5, 1930, and of record in the office of the Clerk of the County Court of Randolph County, West Virginia, in Deed Book 133 at page 250, and to Kittle by deed dated March 1, 1919, of record in said Clerk's office in Deed Book 119 at page 80, the Goss, Westfall and Loudin tracts being contiguous and being bounded on the west by some of the lines of the original Warden tract; and the Kittle tract lying on the east of the Warden lands being the eastern corner of the Warden tract and containing 9757 acres more or less. Reference is made to the following deeds conveying title to Harry McMullan, Jr., and his predecessor in title, Connecticut General Life Insurance Company: Deed Book 218 Page 119, Deed Book 237 Page 41, and Deed Book 280 Page 461, all in Randolph County, West Virginia.

The Lessor covenants and agrees with Lessee, its successors and assigns, that Lessor has good and marketable title to the leasehold oil and gas and the leasehold interests and rights as herein granted and demised to Lessor.

PURPOSES. Lessor does also grant unto Lessee during the term hereof the exclusive right to enter upon the above described land to conduct geological and geophysical surveys and explorations, and to operate for, produce, and market said oil, gas, natural gasoline, casinghead gas, condensate, related hydrocarbons, and all other constituent products produced therewith or therefrom, as hereinbefore provided, together with the right to inject gas, air, water, and other fluids into the sands and formations in said land for the purpose of recovering and producing the minerals referred to above; together also with the right to drill wells, recondition producing wells, redrill and use abandoned wells, and reabandon wells on said land; together also with the rights of way and servitudes on, over, and through said lands for roads, pipelines, telephone and electric power lines, structures, plants, houses and buildings for employees, drips, tanks, stations, cathodic protection devices, houses for gates, meters and regulators, and all other rights and privileges necessary, incident to, and convenient for the economical operation of said land alone and cojointly with other lands for the production, storage, transportation and marketing of said minerals; together also with the right of removing, either during or after the term hereof, all and any property and improvements placed or located on said land by Lessee; and together also with the right of ingress and egress upon and over said land and adjoining or neighboring lands now owned by Lessor for all of the aforesaid gas production and storage purposes; provided, however, that such usages are always subject to the damage provisions hereinafter set out; and provided further that such rights of way as are provided for relate only to the exploration for, and subsequent conveyance and transportation of, oil, gas or related products to and from subject land (2023) connecting main pipeline system. No well shall be drilled by Lessee within two hundred feet (200') of any dwelling house now on said land except by the consent of the owner of such house. Subject to the right of Lessor to take gas free of cost from one well only from any 640 acre unit of acreage on

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said land drilled by Lessee hereunder, provided such well is producing gas only, as hereinafter set forth, the seven-eights (7/8ths) working interest in the oil and all of the gas produced and recovered under the terms of this agreement are hereby granted, bargained, and sold unto Lessee by Lessor.

TERM. It is agreed that this Lease shall remain in force for the term of ten (10) years from May 1, 1973, and as long thereafter as said land leased hereunder or any portion thereof, or any land pooled or unitized with the whole or any part thereof as provided below in Paragraph 4 is either (a) operated by Lessee in the search for or production of oil and gas, including all solid, liquid and gaseous substances comprising constituents thereof, such as natural gasoline, casinghead gas, condensate, and related hydrocarbons in paying quantities, or drilling operations are being carried on as hereinafter provided, with the right of extension of said lease thereof by payment of rentals as set forth in Article 6 hereafter; or (b) the leased premises or any part thereof, including any underlying stratum, sand or formation leased hereunder is used by the Lessee for gas storage purposes by injecting, withdrawing or holding gas therein or protecting gas thereby alone or cojointly with other lands through the operation of a well or wells either on the tract of land therein leased or on neighboring lands comprising a part of the same gas storage field, with it being agreed that Lessee's "reasonable" determination shall be final and conclusive as to whether the leased premises are being used for any of the aforesaid gas storage purposes.

"Drilling operations" as the term is used herein include operations for the drilling of a new well, the reworking, deepening and plugging back of a well, a new well or hole, or other operations conducted in an effort to obtain or establish production of oil or gas.

If, at the expiration of the primary term of this Lease, oil or gas
is not being produced from the leased premises and Lessee is not then carrying

10/20/2023

on underground gas storage operations as provided therein, but the Lessee is still engaged in drilling operations, this Lease shall continue in force so long as such drilling operations are prosecuted and rentals are paid; and if production of oil or gas results from such drilling operations, this Lease shall continue in force so long as oil or gas shall be produced in paying quantities from the leased premises. If, after the expiration of the primary term of this Lease, all production or storage operations on the leased premises should cease, this lease shall not terminate if Lessee is then prosecuting drilling operations, or within sixty (60) days after each such cessation of production commences drilling operations, and this Lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises, provided rental payments are continually made as herein provided.

4. UNITIZATION. Lessee is hereby granted the right to pool, unitize or combine all or any part of the leased premises with any other lease or leases, land or lands, mineral estates, or any of them whether owned by the Lessee or others, so as to create one or more drilling or production units so as to constitute a unit or unit not exceeding 640 acres with respect to any zone or stratum predominantly oil bearing and not substantially exceeding 640 acres with respect to any zone or stratum predominantly gas bearing or condensate bearing, subject to the right of surrender as hereinafter provided in Article 10. Such drilling or production units may also be created by governmental authority.

Any unit formed under this paragraph shall conform to the rules and regulations of any lawful governmental authority having jurisdiction in the premises, and with good drilling or production practices in the area in which the land is located. In the event of the unitization of the whole or any part of the leased premises, Lessee shall before or after the completion of a well, record a copy of its unit operation designation in the county wherein the 20/20/2023

leased premises are located, and mail a copy thereof, by registered or certified mail, to the Lessor at Lessor's last known address. As to each drilling unit so designated for oil or gas production purposes by the Lessee, Lessor agrees to accept and receive out of the production or the proceeds from the production of such unit, and in lieu of the one-eighth (1/8) production royalties provided in Paragraph 5 of this Lease, such proportional share of the aforesaid one-eighth (1/8) oil or gas production royalty as provided for in said Paragraph 5 of this Lease, produced from each production well operated on the unitized acreage as the actual number of acres in the leased premises which may be included from time to time in any such drilling unit bears to the total number of acres included in any such unit. The commencement, drilling, completion of, or production from a well or any portion of such unit shall have the same effect upon the terms of this Lease, except for the payment of royalties, as if such a well were commenced, drilled, completed or producing on any land included in this Lease itself. In the event, however, that a portion only of the premises herein leased should be included from time to time in such a drilling unit, delay rental thereafter shall be paid to Lessor only on that part of the aforesaid leased premises which remains outside such unit or units when the same are formed. Lessee shall have the same rights of ingress and egress over the leased premises in case of such unit development for the development, drilling and operation of wells located on other acreage in the same unit as are granted by this Lease for wells located on it, but free gas shall be only furnished to and under the terms of the individual lease upon which a producing gas well is located.

- 5. ROYALTIES. In consideration of the premises, Lessee convenants and agrees:
 - (1) To deliver, free of cost, to Lessor at the wells, or to the 10/20/2023

may connect said wells, an equal one-eighth (1/8) part of all oil, including any other liquid hydrocarbons contained therein, produced and saved from the leased premises, or at Lessee's option, to pay to Lessor for such one-eighth (1/8) royalty, the market price at the well for such oil of like grade and gravity prevailing on the day such oil is run from the lease stock tanks.

- therein, produced, saved and marketed from the leased premises equal to a minimum payment of four (4) cents per Mcf or equal to one-eighth (1/8) of the then just and reasonable area price per Mcf as set by the Federal Power Commission from time to time for gas purchased in that area of West Virginia by interstate pipelines from independent producers selling such gas in interstate commerce from new or old production wells at the time said gas is produced and marketed from the leased premises, whichever royalty amount is greater as provided above at the time said gas is purchased, with the payment for such gas to be made on or before the twenty-fifth (25) of the month for all such gas produced during the preceding month, measured as of the date the Lessee collects its gas measurement charts for said lease.
- covenants and agrees to accept a minimum annual payment calculated at the rate of One Dollar (\$1.00) per acre for each acre of lands then covered by this Lease, subject to all the other terms of the leased premises while the same is being operated for production purposes, payable annually in advance, beginning May 1, 1973, for five (5) years certain up to and including May 1, 1978.

 Any rental paid during this first five (5) year period for time beyond the date when gas is first marketed, as aforesaid, shall be credited upon the first royalty for gas or oil that may otherwise be due hereunder at any time; provided,

however, in any event Lessor shall be guaranteed and shall receive a minimum annual production rental payment based upon One Dollar (\$1.00) per acre per year for each acre originally granted and demised hereunder during such five (5) year period this Lease is in effect, with any well royalty payable hereunder being deducted therefrom by Lessee. Should the first well drilled hereunder during said five (5) year period be a dry hole, or deemed by its Lessee unprofitable to operate, Lessee shall still be obligated during such first five (5) year period only to pay Lessor the minimum amount hereinabove provided until such time during such first five (5) year period as gas is produced in paying quantities or a well entitling Lessor to royalty under Article 5 is completed on said premises. Thereafter the Lessee shall have the right to deduct credit for such royalty from the minimum payment provided above. The aforementioned minimum production rental payment above shall continue at the end of the said five (5) year period ending May 1, 1978 so long as this Lease remains in effect. Lessee may release or surrender all or any portion of the leased premises after May 1, 1978 and thereafter such minimum annual payment shall be proportionately reduced with Lessee paying Lessor at the rate of One Dollar (\$1.00) per acre per year for the acreage upon which the leasehold interests and rights are retained.

7. CONVERSION TO STORAGE. Lessee shall have the exclusive right at any time during the time this Lease is in effect, provided the native gas reserves in the reservoir have previously been depleted to 75 percent of their original volume as estimated by Lessee and approved by Lessor prior to conversion to gas storage operations, to employ any depleted oil or gas stratum underlying the premises for the storage of gas, and may for this purpose reopen, redrill and restore to operation any and all abandoned wells on the premises which may have penetrated said depleted stratum, or may drill new wells thereon for the purpose of freely introducing and storing gas in such stratum and recovering same therefrom.

It is understood that a well need not be drilled on the premises to permit storage of gas, and it is agreed that Lessee shall be the judge as to whether gas is being stored within the leased premises and its reasonable determination shall be final and conclusive. As full compensation for the storage rights herein granted and in lieu of all delay rental or minimum annual production payment (as defined) royalty otherwise provided hereunder to be paid to Lessor for the right to produce or for the production of stored gas from the leased premises, Lessee agrees to pay Lessor an annual storage rental of Two Dollars (\$2.00) per acre in advance commencing with the date of utilization of any depleted stratum for storage purposes and for as long thereafter as the stratum so is utilized. Lessee further agrees to pay Lessor, in addition to surface damages provided in Article 8 as liquidating damages for the drilling, operation, and maintenance of each well on the 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) as damages payable in one sum within three (3) months after each well now existing or hereafter drilled upon the premises is so utilized. Lessee agrees to give Lessor written notice of the use of the leased premises or of any wells drilled thereon for the storage of gas.

This Lease shall never be forfeited due to failure of Lessee to make or tender any proper payment to the party or parties entitled thereto, nor due to any failure by Lessee to perform any obligation or covenant hereunder unless the Lessee shall have received written notice of such failure or after receipt of such notice, fails to make proper payment or perform any such obligation hereunder within thirty (30) days from the receipt of such notice, if Lessee is actually in default.

8. MANNER OF OPERATIONS AND LESSEE'S LIABILITY FOR DAMAGES.

Lessee shall bury, when so requested by Lessor, all pipelines (2002)

produce and transport gas or oil off the premises and shall pay all damage to growing crops caused by operations under this Lease.

Lessee shall pay to Lessor the fair amount of any surface damage occasioned by the acts of it or its agents while operating under the authority of this Lease Agreement. In this sense, timber and pulpwood are considered a "growing crop," as referred to in the proceding paragraph.

- 9. ENTIRETY. If the leased premises are now or hereafter shall be owned severally or in separate tracts, the premises shall nevertheless be developed and operated as one lease and there shall be no obligation on the part of the Lessee to offset wells on separate tracts into which the land covered by this Lease may hereafter be divided by sale, demise, descent or otherwise.
- any well, or wells paid and to be paid, as herein provided, are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells to offset producing wells on adjoining or adjacent premises. Should it be determined that Lessor owns only a fraction of the fee simple in the oil and gas in the above-described lands, then Lessor shall receive such fraction only of the rentals and royalties above specified. This Lease shall extend to and bind any interest or estate in the oil and gas in the above described lands hereafter acquired by Lessor.
- 11. PAYMENTS. All payments that become due Lessor hereunder may be made direct to Lessor by check, made payable and mailed or personally given direct to the appropriate recipients, as follows:
 - The Estate of

 (a) To Harry McMullan, Jr., Route #5, Box 394, Washington,

 North Carolina, 27889, all payments for any surface damages

 or agreed surface disturbance payments, and seven-eighths (778)

of all minimum rentals, production royalties, or other payments due under the terms of this lease.

(b) To The First Pennsylvania Banking and Trust Company, 15th and Chestnut Streets, Philadelphia, Pa., 19101, as receiving agent for its co-trustees, Eleanor B. O'Conner, and Mary Castlemen Lipkin, under the terms of the Trust Accounts hereinbefore identified, one-eighth (1/8) of any and all minimum rentals, production royalties, or any other payment due hereunder not connected with surface ownership.

It is understood that Lessor, First Pennsylvania Bank
represents the ownership of one-eighth (1/8) of the mineral
The Estate of
interest only of the described tract, and that Lessor, Harry
McMullan, Jr., is the owner of the remainder of the fee
simple title, it being seven-eighths (7/8) of the minerals,
and all of the surface and surface appurtenances.

pipeline, at Lessor's expense, to any one (1) well only drilled by Lessee on any 640 acre section only of said leased premises pursuant to the terms of this Lease and producing gas only, and to take gas produced from such well so long as Lessor operates this Lease, to an amount not exceeding two hundred thousand cubic feet per year, free of cost for Lessor's own use for heat and light in one dwelling house or building on said land at Lessor's risk, subject to the Lessee's rights of use, operation, pumping, and right of abandonment of such well by Lessee. Lessor agrees that all gas in excess of two hundred thousand cubic feet taken and used in each year shall be paid for by Lessor at the current published rates of Lessee's affiliated distribution company that is or may then be delivering gas at retail in the area nearest to the leased premises, and that said excess gas shall be delivered by Lessor for the account of said affiliated retail distributor, that the measurement and regulation thereof

shall be by meter and regulators set at the valve on the well, that such gas so taken shall be used with economy, in safe and proper pipes and appliances, and that Lessor shall subscribe to and be bound by the reasonable rules and regulations of Lessee and its affiliated retail distribution company, published at that time relating to such taking and use of gas. Lessor expressly gives Lessee the right in advance if Lessee is requested by its affiliated retail distribution company to deduct the cost of any gas used by Lessor in excess of two hundred thousand cubic feet per year from any royalty or shut—in royalty payments otherwise due to Lessor under this Lease. Lessor further agrees to accept at any time at the option of Lessee an annual cash payment based on the value of such gas as full consideration and compensation in lieu of the right to take and use such quantity of gas free of cost. This agreement of Lessor shall extend to and bind any surface owner or tenant occupying the same premises covered by this Lease.

13. SURRENDER. It is agreed that Lessee at any time after the first five (5) years from the effective date of this Lease shall have the right to surrender or cancel this Lease on all or any part of the acreage by delivering or mailing to the Lessor notice of such surrender and placing the same of record in the proper county where acreage included therein is located, upon the payment or tender of One Dollar (\$1.00) to Lessor and all other amounts then due Lessor as provided herein, and thereupon Lessor shall be released and discharged from all payments, obligations, covenants and conditions herein contained and this Lease shall be null and void as to the land in respect to which a surrender is made. In the event of a surrender by Lessor of all its rights on a part of this leased acreage only, said surrendered portion shall be accurately described and plotted, and thereafter the amount of delay rentals provided above shall be reduced proportionately on an acreage basis, but as to the portion of the acreage not released, the terms and provision/20/2023 of this Lease shall continue and remain in full force and effect for all purposes.

- a part of the above-described land, Lessee may continue to make all payments to Lessor until furnished with a certified copy of any such deed of conveyance or other documents or proof to enable Lessee to identify the land conveyed as being all or part of said land; or on written notice of any such conveyance Lessee may hold all payments until furnished with such copy of other documents or proof, and in case of any division of the leased premises after this Lease is executed shall apportion the rental according to acreage.
- FEDERAL AND STATE LAWS. All express and implied convenants of 15. this Lease shall be subject to all Federal and State laws, executive orders, rules, regulations and requests, including but not limited to drilling, reworking and producing operations, and this Lease shall not be terminated in whole or in part nor Lessee held liable in damages for failure to comply therewith, if compliance is prohibited by, or if such failure is the result of any such law, order, rule, regulation or request whether or not subsequently determined to be invalid; or because of Lessee's failure to comply with any express or implied covenants of this Lease if such failure is the result of governmental authority, war, Act of God, acts of the public enemy, wars, insurrections or riots, strike, exhaustion or unavailability or delays in delivery of any product, labor, service or material, fire, explosion, flood, lockouts, or any other cause reasonably beyond the control of Lessee. Lessee shall carry and maintain liability insurance adequate to protect Lessor from liability for any damages caused by the operations of Lessee, its agents or assigns, under this lease.
- 16. ASSIGNMENT. All or any part of interests and rights acquired under this Lease may be assigned to any reputable firm or corporation approved by Lessor but said assignment shall not be in effect until such time as Lessee notifies the Lessor by certified mail, and in such notice specifically 0/20/2023 the rights and interests to be assigned, to whom they are proposed to be

assigned and a copy of the proposed assignment agreement. After such assignment has been approved by Lessor and returned to Lessee with evidence of such approval, Lessee shall furnish said Lessor with the recording data covering said assignment.

- 17. DEFERMENT OF DRILLING OPERATIONS. The Lessee has the option at all times while this lease is in effect to drill or not drill, provided the minimum annual rental hereinbefore provided is paid to Lessor. This latter provision shall not extend to relieve Lessee of any implied covenant Lessee would otherwise have to drill any offset well or wells on the leased premises to protect the same from drainage while Lessee retains the same.
- SUCCESSORS AND ASSIGNS. This Lease, together with its terms, 18. conditions and provisions, shall extend to and be binding upon the parties and their respective successors and assigns. Reference herein to Lessor and Lessee shall include reference to their respective successors and assigns.
- 19. ENTIRE CONTRACT. It is agreed that no verbal representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying, or as an inducement to execute this agreement.

WITNESS the following signatures and seals the day and year first above written.

ATTEST:

THE FIRST PENNSYLVANIA BANKING AND

The Estate of Harry McMullan

Neva S. McMullan, Executrix

tum		
*EN	ATTEST:	THE COLUMBIA GAS TRANSMISSION CORPORATION
As	There E. Mrsan	By: Vice President
	********	***********
6.260	STATE OF PENNSYLVANIA	
TTORNEY	COUNTY OF PHILADELPHIA	
	I, Chra M Solwein do certify that a. D. Harring To	, a Notary Public of said county,
	(or hereto annexed) bearing date the	lst day of May, 1973, for THE FIRST
	PENNSYLVANIA BANKING AND TRUST	COMPANY, a Pennsylvania corporation,
	has this day in my said county, before	re, me acknowledged the said writing
	to be the act and deed of said corpora	ation.
	Given under my hand this 200	d day of May . 1973.
		Notary Public
	My Commission Expires: 2-11-19	774
	********	**************
	STATE OF PENNSYLVANIA	
	COUNTY OF PHILADELPHIA	
	I, Vera M. Sche	yenn, a Notary Public of said
	county of Philadelphia, do certify tha	t ELEANOR B. O'CONNER and MARY CASTLEMAN
	LIPKIN, Co-Trustees have this day be	efore me acknowledged the due execution of
	the above instrument bearing the date	of May 1, 1973.
	Given under my hand this $3c$	the day of May ,1973.
		Sleece M Selve 10/20/2023 Norary Public
	My Commission Expires: 2-11-197	<i>14</i>

STATE OF PENNSYLVANIA
COUNTY OF KAMANAA
I, Jonga B. Goung, a Notary Public of said county,
do certify that D. E. Hubbard , who signed the writing above
(or hereto annexed) bearing date of 1st day of May, 1973, for THE COLUMBIA
GAS TRANSMISSION CORPORATION, a Delaware Corporation, has this day in
my said county, before me, acknowledged the said writing to be the act and deed
of said corporation.
Given under my hand this the day of fully, 1973.
Jongo F. young
Motary Public
My Commission Expires / 14, 1982
STATE OF NORTH CAROLINA)
) To wit: COUNTY OF BEAUFORT)
COUNTY OF BLACTORY
I, Shirleyan B. Chesson, a notary public of said county, do certify
that Neva S. McMullan, Executrix, whose name is signed to the writing
above (or hereto annexed) bearing date the 1st day of May, 1973, has this
day acknowledged the same before me, in my said county.
Given under my hand and official seal this 4th day of
1973.
Shireyan B. Chesan
Motary Public

My Commission Expires January 11, 1975.

UEC 1 5 1982

Carrier LEASE AGREEMENT

AND GAS DIVISION

Randolph Co. - 654

THIS LEASE AGREEMENT, made and entered into the 10x4 day of

 $\frac{Q_{cogs}}{}$, 1971, to be effective as of August 1, 1971, by and between JOHN G. DAVISSON, TRUSTEE, 1 East Fourth Street, Weston, West Virginia, CONNECTICUT GENERAL LIFE INSURANCE COMPANY, A Connecticut corporation, and HARRY McMULLAN, JR., and wife, NEVA S. McMULLAN, Route 5, Box 394, Washington, North Carolina 27889, hereinafter referred COLUMBIA GAS TRANSMISSION CORPORATION successor to to as "Lessor," and THE MANUFACTURERS LIGHT AND HEAT COMPANY, a Pennsylvania corporation, having its principal office and place of business at 800 Union Trust Building, Pittsburgh, Pennsylvania 15219, hereinafter referred to as "Lessee."

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) paid by the Lessee to the Lessor, the receipt of which is hereby acknowledged and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

1. LEASING CLAUSE. The Lessor hereby grants, leases, demises and lets unto Lessee all the oil, gas, including all solid, liquid and gaseous substances comprising constituents thereof, such as natural gasoline, casinghead gas, condensate, related hydrocarbons and all other products, produced therewith or therefrom by methods now known or hereafter discovered in, upon and underlying the land hereinafter described; and the said Lessee shall have and is hereby further granted, during the term of this Lease, the exclusive rights by the Lessor to go upon the said land for the purposes of exploring and operating for, producing and marketing said oil and gas with the aforementioned constituents thereof, together with the exclusive rights also in the Lessee to utilize the surface and the underlying strata of said land, including the oil and gas sands and formations for gas storage purposes

DATE 2:/8:2/...

Return to LAND DEPARTMENT 800 Union Trust Bldg. Pittsburgh, Pa. 15219

10/20/2023

by injecting into, holding in storage therein and withdrawing the source thereof by pumping or otherwise, either than any well or wells operated thereon or on neighboring or adjoining lands.

same gas storage field as well as protecting gas stored in and underlying all such lands, said tract of land being situate in Middle Fork District,

Randelph County, West Virginia, described as follows:

On the waters of Pleasant Run, bounded on the East by the Middle Fork River in part, on the South by Eastern Fuel and Gas, on the North by the Amold tract, and being all of that certain tract of land situated in Middle Fork District, Randolph County, West Virginia, containing 1,000 acres, more or less, as identified as tract "H" on a certified copy of a map, dated November, 1959 and revised Januar, 20, 1960, the legend of which map is entitled "Property Map of Total, Keppel and Company, Inc., Lying in Colorh and Upshur Counties, West Virginia, Being Conveyed to Connecticut General Life Insurance Company, "prepared by J. Walter Jones, Jr., a certified land surveyor of the State of Virginia, as shown by his certificate attached to said map, and a copy of which is recorded in the County Clerk's Office of Randolph County, West Virginia.

Being a portion of those same premises conveyed by deed dated November 23, 1959, from Moore, Keppel and Company, Inc. to Connecticut General Life Insurance Company, recorded in the County Clerk's Office of Randolph County, West Virginia, in Deed Book 218, page 119, and an undivided one-half (1/2) of which was later conveyed by deed dated January 1, 1965, from Connecticut General Life Insurance Company to Harry McMullan, Jr., recorded in the County Clerk's Office of Randolph County, West Virginia, in Deed Book 237, page 41.

2. PURPOSES. Lessor does also grant unto Lessee during the term hereof the exclusive right to enter upon the above described land to conduct geological and geophysical surveys and explorations, and to operate for, produce, and market said oil, gas, natural gasoline, casinghead gas, condensate, related hydro-carbons, and all other constituent products produced therewith or therefrom, as hereinbefore provided, together with the right to inject gas, air, water, and other fluids into the sands and formations in said land for the purpose of recovering and producing the minerals referred to above; together also with the right to drill wells, recondition producing

wells, redrill and use abandoned wells, and reabandon wells on said land; together also with the rights of way and servitudes on, over, and through said lands for reads, pipelines, telephone and electric power lines, structures, plants, houses and buildings for employees, drips, tanks, stations, cathodic protection devices, houses for gates, meters and regulators, and all other rights and privileges necessary, incident to, and convenient for the economical operation of said land alone and cojointly with other lands for the production, storage, transportation and marketing of said minerals; together also with the right of removing, either during or after the term hereof, all and any property and improvements placed or located on said land by Lessee; and together also with the right of ingress and egress upon and over said land and adjoining or neighboring lands now owned by Lessor for all of the aforesaid gas production and storage purposes; provided, however, that such usages are always subject to the damage provisions hereinafter set out; and provided further that such rights of way as are provided for relate only to the exploration for, and subsequent conveyance and transportation of, oil, gas or related products to and from subject land to a connecting main pipeline system. No well shall be drilled by Lessee within two hundred feet (200') of any dwelling house now on said land except by the consent of the owner of such house. Subject to the right of Lessor to take gas free of cost from one well only on said land drilled by Lessee hereunder, provided such well is producing gas only, as hereinafter set forth, the seven-eights (7/8ths) working interest in the oil and all of the gas produced and recovered under the terms of this agreement are hereby granted, bargained, and sold unto Lessee by Lessor.

3. TERM. It is agreed that this Lease shall remain in force for the term of ten (10) years from August 1, 1971, and as long thereafter as said

land leased hereunder or any portion thereof, or any land pooled or unitized with the whole or any part thereof as provided below in Paragraph 4 is either (a) operated by Lessee in the search for or production of oil and gas, including all solid, liquid and gaseous substances comprising constituents thereof, such as natural gasoline, casinghead gas, condensate, and related hydrocarbons in paying quantities, or drilling operations/being carried on as hereinafter provided with the right of extension of said lease thereof by payment of rentals as set forth in Article 6 hereafter; or (b) the leased premises or any part thereof, including any underlying stratum, sand or formation leased hereunder is used by the Lessee for gas storage purposes by injecting, withdrawing or holding gas therein or protecting gas thereby alone or cojointly with other lands through the operation of a well or wells either on the tract of land herein leased or on neighboring lands comprising a part of the same gas storage field, with it being agreed Lessee's determination shall be final. and conclusive as to whether the leased premises are being used for any of the aforesaid gas storage purposes.

"Drilling operations" as the term is used herein include operations for the drilling of a new well, the reworking, deepening and plugging back of a well, a new well, or hole or other operations conducted in an effort to obtain or establish production of oil or gas.

If, at the expiration of the primary term of this Lease, oil or gas is not being produced from the leased premises and Lessee is not then carrying on underground gas storage operations as provided therein, but the Lessee is still engaged in drilling operations, this Lease shall continue in force so long as such drilling operations are prosecuted; and if production of oil or gas results from such drilling operations, this Lease shall continue in force so long as oil or gas shall be produced from the leased premises.

If, after the expiration of the primary term of this Lease, all production or

storage operations on the leased premises should cease, this Lease shall not terminate if Lessee is then prosecuting drilling operations, or within sixty (60) days after each such cessation of production commences drilling operations, and this Lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

4. UNITIZATION. Lessee is hereby granted the right to pool, unitize or combine all or any part of the leased premises with any other lease or leases, land or lands, mineral estates, or any of them whether owned by the Lessee or others, so as to create one or more drilling or production units so as to constitute a unit or unit not exceeding 640 acres with respect to any zone or stratum predominately oil bearing and not substantially exceeding 640 acres with respect to any zone or stratum predominately gas bearing or condensate bearing, subject to the right of surrender as hereinafter provided in Article 10. Such drilling or production units may also be created by governmental authority.

Any unit formed under this paragraph shall conform to the rules and regulations of any lawful governmental authority having jurisdiction in the premises, and with good drilling or production practice in the area in which the land is located. In the event of the unitization of the whole or any part of the leased premises, Lessee shall before or after the completion of a well, record a copy of its unit operation designation in the county wherein the leased premises are located, and mail a copy thereof, by registered or certified mail, to the Lessor at Lessor's last known address. As to each drilling unit so designated for oil or gas production purposes by the Lessee, Lessor agrees to accept and receive out of the production or the proceeds from

the production of such unit, and in lieu of the one-eighth (1/3) production royalties provided in Paragraph 5 of this Lease, such proportional share of the aforesaid one-eighth (1/8) oil or gas production royalty as provided for in said Paragraph 5 of this Lease, produced from each production well operated on the unitized acreage as the actual number of acres in the leased premises which may be included from time to time in any such drilling unit bears to the total number of acres included in any such unit. The commencement, drilling, completion of, or production from a well or any portion of such unit shall have the same effect upon the terms of this Lease, except for the payment of royalties, as if such a well were commenced, drilled, completed or producing on any land included in this Lease itself. In the event, however, that a portion only of the premises herein leased should be included from time to time in such a drilling unit, delay rental thereafter shall be paid to Lessor only on that part of the aforesaid leased premises which remains. outside such unit or units when the same are formed. Lessee shall have the same rights of ingress and egress over the leased premises in case of such unit development for the development, drilling and operation of wells located on other acreage in the same unit as are granted by this Lease for wells located on it, but free gas shall be only furnished to and under the terms of the individual lease upon which a producing gas well is located.

- 5. ROYALTIES. In consideration of the premises, Lessee covenants and agrees:
- (1) To deliver, free of cost, to Lessor at the wells, or to the credit of Lessor in the tanks, pipelines or other facilities to which Lessee may connect said wells, an equal one-eighth (1/8)part of all oil, including any other liquid hydrocarbons contained therein, produced and saved from the leased premises, or at Lessee's option, to pay to Lessor for such one-

eighth (1/8) royalty, the market price at the well for such oil of like grade and gravity prevailing on the day such oil is run from the lease stock tanks.

797

- therein, produced, saved and marketed from the leased premises equal to a minimum payment of four (4) cents per Mcf or equal to one-eighth (1/8th) of the then just and reasonable area price per Mcf as set by the Federal Power Commission from time to time for gas purchased in that area of West Virginia by interstate pipelines from independent producers selling such gas in interstate commerce at the time said gas is produced and marketed from the leased premises, whichever royalty amount is greater as provided above at the time said gas is purchased, with the payment for such gas to be made on or before the twenty-fifth (25th) of the month for all such gas produced during the preceding month, measured as of the date the Lessee collects its gas measurement charts for said lease.
- covenants and agrees to accept a minimum annual payment calculated at the rate of One Dollar (\$1.00) per acre for each acre of lands then covered by this Lease, subject to all the other terms of the leased premises while the same is being operated for production purposes, payable quarterly in advance, beginning August 1, 1971, for five (5) years certain up to and including July 30, 1976. Any rental paid during this first five(5) year period for time beyond the date when gas is first marketed, as aforesaid, shall be credited upon the first royalty for gas or oil that may otherwise be due hereunder at any time; provided, however, in any event Lessor shall be guaranteed and shall receive a minimum annual production rental payment based upon One Dollar (\$1.00) per acre per year for each acre originally granted and demised hereunder during such five (5) year period this Lease is in effect, with any well

regality payable herounder being deducted therefrom by Lessee. Chould the first well drilled herounder suring said five (5) year period be a dry hole, or deemed by its Lessee unprofitable to operate. Lessee shall still be obligated during such first five (5) year period only to pay Lessor the minimum amount hereinabove provided until such time during such first five (5) year period as gas is produced, in paying quantities or a well entitling Lessor to royalty under Article 5 is completed on said premises. Thereafter the Lessee shall have the right to deduct credit for such royalty from the minimum payment provided above. The aforementioned minimum production rental payment above shall continue at the end of the said five (5) year period ending July 31, 1976 so long as this Lease remains in effect. Lessee may release or surrender all or any portion of the leased premises after July 30, 1976, and thereafter such minimum annual payment shall be proportionately reduced with Lessee paying Lessor at the rate of One Dollar (\$1.00) per acre per year for the acreage upon which the leasehold interests and rights are retained.

right at any time during the time this Lease is in effect, provided the native gas reserves in the reservoir have previously been depleted to 75 percent of their original volume as estimated by Lessee prior to conversion to gas storage operations, to employ any depleted oil or gas stratum underlying premises for the storage of gas and may for this purpose reopen, redrill and restore to operation any and all abandoned wells on the premises which may have penetrated said depleted stratum, or may drill new wells thereon for the purpose of freely introducing and storing gas in such stratum and recovering the same therefrom. It is understood that a well need not be drilled on the premises to permit storage of gas, and it is agreed that Lessee shall be the sole judge as to whether gas is being stored within the leased

premises and its determination shall be final and conclusive. As full compensation for the storage rights herein granted and in lieu of all delay rental or minimum annual production payment as defined, royalty otherwise provided hereunder to be paid to Lessor for the right to produce or for the production of stored gas from the leased premises, Lessee agrees to pay Lessor an annual storage rental of Two Dollars (\$2.00) per acre in advance commencing with the date of utilization of any depleted stratum for storage purposes and for as long thereafter as the stratum so is utilized. Lessee further agrees to pay Lessor, in addition to surface damages provided in Article 8 as liquidating damages for the drilling, operation, and maintenance of each well on the 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) as damages payable in one sum within three (3) months after each well now existing or hereafter drilled upon the premises is so utilized. Lessee agrees to give Lessor written notice of the use of the leased premises or of any wells drilled thereon for the storage of gas. .

This Lease shall never be forfeited due to failure of Lessee to make or tender any proper payment to the party or parties entitled thereto, nor due to any failure by Lessee to perform any obligation or covenant hereunder unless the Lessee shall have received written notice of such failure or after receipt of such notice, fails to make proper payment or perform any such obligation hereunder within thirty (30) days from the receipt of such notice if Lessee is actually in default.

8. MANNER OF OPERATIONS AND LESSEE'S LIABILITY FOR DAMAGES.

Lessee shall bury, when so requested by Lessor, all pipelines used to produce and transport gas or oil off the premises and shall pay all

damage to mowing comps caused by operations under this Lease.

Lassee small pay to Lessor the fair amount of any surface dam.

Occasioned by the acts of it or its agents while operating under the au..

of this Lease Agreement. In this sense, timber and pulpwood are considered a "growing crop," as referred to in the preceding paragraph.

- 9. ENTIRETY. If the leased premises are now or hereafter shall be owned severally or in separate tracts, the premises shall nevertheless be considered and of crated as one lease and there shall be no obligation on the part of the Lessee to offset wells an exparate tracts into which the land covered by this Lease may hereafter be divided by sale, demise, descent or otherwise.
- well, or wells paid and to be paid, as herein provided, are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells to offset producing wells on adjoining or adjacent premises. Should it be determined that Lessor owns only a fraction of the fee simple in the oil and gas in the above described lands, then Lessor shall receive such fraction only of the rentals and royalties above specified. This Lease shall extend to and bind any interest or estate in the oil and gas in the above described lands hereafter acquired by Lessor.
- 11. PAYMENTS. All payments that become due Lessor hereunder may be made direct to Lessor by check, made payable and mailed or personally given direct to:
 - (1) Four-sevenths (4/7ths) (\$142.86 quarterly in advance insofar as minimum payments are concerned) to Harry McMullan, Jr., Route # 5, Box 394, Washington, North Carolina 27889

Three-sevenths (3,7ths)(\$107.14 quarterly in advance insofar as minimum payments are concerned) to John G. Davisson,

Trustee, 1 East Fourth Street, Weston, West Virginia 26452, whichever method Lessee may elect at the time of each such payment. Said individuals are appointed agent to receive and receipt for the same and to receive all notices given by Lessee as provided herein.

FREE GAS. Lessor excepts and reserves the right to lay a pipeline, at Lessor's expense, to any one (1) well only drilled by Lessee on said leased premises pursuant to the terms of this Lease and producing gas only, and to take gas produced from such well so long as Lessor operates this Lease, to an amount not exceeding two hundred thousand cubic feet per year, free of cost for Lessor's own use for heat and light in one dwelling house on said land at Lessor's risk, subject to the Lessee's rights of use, operation, pumping, and right of abandonment of such well by Lessee. Lessor agrees that all gas in excess of two hundred thousand cubic feet taken and used in each year shall be paid for by Lessor at the current published rates of Lessee's affiliated distribution company that is or may then be delivering gas at retail in the area nearest to the leased premises, and that said excess gas shall be delivered by Lessor for the account of said affiliated retail distributor, that the measurement and regulation thereof shall be by meter and regulators set at the valve on the well, that such gas so taken shall be used with economy, in safe and proper pipes and appliances, and that Lessor shall subscribe to and be bound by the reasonable rules and regulations of Lessee and its affiliated retail distribution company, published at that time relating to such taking and use of gas. Lessor expressly gives Lessee the right in advance if Lessee is requested by its affiliated retail distribution company · to deduct the cost of any gas used by Lessor in excess of two hundred thousand

due to Lessor under this Lease. Lessor further agrees to accept at any time at the option of Lessee a cash payment of Seventy-Five Dollars (\$75.00) per annum as full consideration and compensation in lieu of the right to take and use such quantity of gas free of cost. This agreement of Lessor shall extend to and bind any surface owner or tenant occupying the same premises covered by this Lease.

- 13. SURRENDER. It is agreed that Lessee at any time after the first five (5) years from the effective date of this Lease shall have the right to surrender or cancel this Lease on all or any part of the acreage by delivering or mailing to the Lessor notice of such surrender or placing the same of record in the proper county whereacreage included therein is located, upon the payment or tender of One Dollar (\$1.00) to Lessor and all other amounts then due Lessor as provided herein, and thereupon Lessor shall be released and discharged from all payments, obligations, covenants and conditions herein contained and this Lease shall be null and void as to the land in respect to which a surrender is made. In the event of a surrender by Lessor of all its rights on a part of this leased acreage only, thereafter the amount of delay rentals provided above shall be reduced proportionately on an acreage basis, but as to the portion of the acreage not released, the terms and provisions of this Lease shall continue and remain in full force and effect for all purposes.
- or a part of the above-described land, Lessee may continue to make all payments to Lessor until furnished with a certified copy of any such deed of conveyance or other documents or proof to enable Lessee to identify the land conveyed as being all or part of said land; or on written notice of any such conveyance Lessee may hold all payments until furnished with such copy of other documents or proof,

and in case of any division of the leased premises after this Lease is executed shall apportion the rental according to acreage.

- of this Lease shall be subject to all Federal and State laws, executive orders, rules, regulations and requests, including but not limited to drilling, reworking and producing operations, and this Lease shall not be terminated in whole or in part nor Lessee held liable in damages for failure to comply therewith, if compliance is prohibited by, or if such failure is the result of any such law, order, rule, regulation or request whether or not subsequently determined to be invalid; or because of Lessee's failure to comply with any express or implied covenants of this Lease if such failure is the result of governmental authority, war, Act of God, acts of the public enemy, wars, insurrections or riots, strike, exhaustion or unavailability or delays in delivery of any product, labor, service or material, fire, explosion, flood, lockouts, or any other cause reasonably beyond the control of Lessee.
- under this Lease may be assigned to any reputable firm or corporation approved by Lessor but said assignment shall not be in effect until such time as Lessee notifies the agent of Lessor, Harry McMullan, Jr., by certified mail, addressed to Route # 5, Box 394, Washington, North Carolina 27889, and in such notice specifically advises the rights and interests to be assigned, to whom they are proposed to be assigned and a copy of the proposed assignment agreement. After such assignment has been approved by Lessor and returned to Lessee with evidence of such approval, Lessee shall furnish said McMullan with the recording data covering said assignment. The above right of assignment and the Lessor's approval thereof shall not extend to and include the already approved merger of the Lessee into Columbia Gas Trans-

mission Corporation and Lossee's rights in said lease thus acquired by said Columbia Gas Transmission Corporation as a result of said merger and consolidation shall not be affected in any way by said merger and consolidation. Lessor expressly waives the approval and notice requirement provided above with respect to this transfer of interests and rights of Lessee to Columbia Gas Transmission Corporation.

- DEFERMENT OF DRILLING OPERATIONS. The Lessee has the option at all times while this lease is in effect to drill or not drill, provided the minimum annual rental hereinbefore provided is paid to Lessor. This latter provision shall not extend to relieve Lessee of any implied covenant Lessee would otherwise have to drill any offset well or wells on the Leased premises to protect the same from drainage while Lessee retains the same.
- SUCCESSORS AND ASSIGNS. This Lease, together with its terms, conditions and provisions, shall extend to and be binding upon the parties and their respective successors and assigns. Reference herein to Lossor and Lessee shall include reference to their respective successors and assigns.
- ENTIRE CONTRACT. It is agreed that no verbal representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying, or as an inducement to execute this agreement.

WITNESS the following signatures and seals the day and year first above written.

ATTEST:

XXEFEYXIXX- J. B. Rutledge

Assistant Secretary

WITNESS:

CONNECTICUT GENERAL LIFE

INSURANCE, COMPANY

Resident

G. H. Beadles

Second Vice President

Wilmittee.

Fried E. Chen	December 19 Manuella EAL
Flate Rience	John G. Davisson, Trustee
	COLUMBIA GAS TRANSMISSION CORPORATION SUccessor to
ATTEST: 7	THE MANUFACTURERS LIGHT AND HEAT COMPANY
1 Line	By: ME Algorithm 35 Vice President Pittsburgh Division
	Treesburght bivision
STATE OF TEXAS)	To Mist.
COUNTY OF DALLAS) .	To Wit:
I,Betty J. Wells	, a notary public of said county,
do certify that _G. H. Beadles	who signed the writing above (or
hereto annexed), bearing date thel	Oth day of August , 1971,
	NSURANCE COMPANY, a corporation, has
	me, acknowledged the said writing to be
the act and deed of said corporatio	
Given under my hand this _	16th day of August , 1971. My
commission expires: June 1, 19	73
	Notary Public Stalls
	Notary/Fublic

SEAL

COUNTY OF BEAUTORY

I, Shirleyan B. Chesson, a notary public of said county, do certify that Harry McMullan, Jr., and Neva S. McMullan, whose names are signed to the writing above (or hereto annexed) bearing date the horhday of August, 1971, have this day acknowledged the same before me, in my said county.

Given under my hand this 10th day of larger , 1971. My commission expires January 11, 1975.

Notary Public

STATE OF WEST VIRGINIA)

.) To Wit:
COUNTY OF LEWIS)

I, Mandie, a notary public of said county, do certify that John G. Davisson, Trustee, whose name is signed to the writing above (or hereto annexed) bearing date the Middle of Migration, 1971, has this day acknowledged the same before me, in my said county.

Given under my hand this Attoday of Alland, 1971

My commission expires: Manh 24 1974

Notary Public

- 16 -

To Wit:

ī, <u> </u>	alter A. Perrin	a notary public of	of said county	,
do certify that _	W. E. Almquist	who signe	ed the writing	
above (or hereto	annexed), bearing date the	10th day of	August	,
COLUMBIA 1971, for/THE MA	A GAS TRANSMISSION CORPORAT ANUFACTURERS LIGHT AND	TION successor to HEAT COMPANY,	a corporation	n,
has this day in m	y said county, before me,	acknowledged the	e said writing	
to be the act and	deed of said corporation.		·	
Given und	der my hand this 13th day o	f September	, 1971	•
(0): (0): (0): (0): (0): (0): (0): (0):	Walter A. Penrill, lictory publication of the Parish Allegheay Co., Pa. My Commission Empires Following 1, 1973 West Vinginia Randolph County Court This Instrument was this day presthere there with the Cadmittee to record.	Notary Public art Clerk's Office: SEP sented to me in my of ertificate thereto ann	27 1971 ffice. and exect, is	



THE ESTATE OF HARRY McMULLAN, JR., et ux

and

THE COLUMBIA GAS'
TRANSMISSION CORPORATION

D. St. 254 19. 408

LEASE AGREEMENT

MC MULLAN & MC MULLAN ATTORNEYS AT LAW WASHINGTON, NORTH CAROLINA

