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-1230	
FARM NAME	McMullan	
API WELL NO.	47 - 083	_ 0690

Acreage	Washington, N.C. 27889		CUVI	NWNFR(S)	Indianapolis, Ind.4	
Acreage	1000			OWNER(S)	WITH DECLARATION ON	
	Harry McMullan		Name		Harry McMullan, Jr.	
Address	P.O. Box 8			Address	P.O. Box 8	
	Washington, N.C. 27889				Washington, N.C. 27	889
Acreage	1000		Name	ggrana	John G. Davisson, T	rustee
FIELD SALE (IF	MADE) TO:Columbia Gas Transmissio	<u>n</u>		Address	1 East 4th Street	
Address	P.O. Box 1273			1,47,5	Weston, WV 26452	the American Control of the Control
	Charleston, WV 25325		COAL	LESSEE W	ITH DECLARATION ON R	ECORD:
OIL AND GAS IN	NSPECTOR TO BE NOTIFIED:		Name		International Coal	Amax Coal
Name	Robert Stewart			Address	119 Washington St.	105 S. Meridan
	P.O. Box 345				3 . r	l Indianapolis, Ind.
	Jane Lew, West Virginia 26378					46275
The undere	igned well operator is entitled to	operate for	nil n	r das nur	noses as the above 1	
	XXX / other contract/ dated					
		January 4	_, _,_	,	the didersigned well	operacor from
Columbia Gas 1	Transmission	Vision or				
(If said deed	, lease, or other contract has been	recorded:)			TO THE TAXABLE PARTY	
Recorded on _r	not recorded 19, in the office	of the Cler	k of t	the Count	y Commission of Ran	dolph County, West
Virginia in L	at page	A permit	is re	equested	as follows:	
DRODOCED WOL	OV. Drill VVV/Drill dooper /	Pedrill	/ F.D.	octure or	etimulate / 5	E CONTRACTO
PRUPUSED WUF	RK: Drill XXX/ Drill deeper/	Redrill	_/ F F 8	acture or	stimulate/	RECEIVE
Plug off old	d formation / Perforate new for	mation /				APR 8 - 1982
Plug off old	d formation/ Perforate new for Other physical change in well					APR 8 - 1982

-pranned as shown on the work order on the reverse side hereof

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.

Copies of this Permit Application and the enclosed plat and reclamation plan have been mailed by registered mail or delivered by hand to the above named coal operator, coal owner(s), and coal lessee on or before the day of the mailing or delivery of this Permit Application to the Department of Mines at Charleston, West Virginia 2023

PLEASE SUBMIT COPIES OF ALL
GEOPHYSICAL LOGS DIRECTLY TO
WEST VIRGINIA OIL AND GAS
CONSERVATION COMMISSION

| 1613 WASHINGTON STREET, EAST | | CHARLESTON, WV 25311 | BLANKET BOND

ALLEGHENY LAND AND MINERAL COMPANY

P. O. Drawer 1740

Clarksburg, West Virginia 26301

Litelaphone (304) 348-3092

PROPOSED WORK ORDER

THIS IS AN ESTIMATE ONLY:

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

ORILLING CONTI	RACTOR (IF KNOWN) <u>Union</u>	Dri	lling	Company, Inc.				
			P. O.	Dra	wer 17	740				
			Buckh	anno	n, Wes	st Virginia	26201			
GEOLOGICAL TAI	RGET FOR	MATION,	Benso	n						
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					_			area? Yes /	No XX /	
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resh Water	8 5/8"								Sizes	
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has	following recorded receipt t	d a decl	aration	e co unde	mplete r Code	ed by the coal e §22-4-20, if	operator and the permit i	by any coal owner s to be issued with	or coal lessee fifteen (15)	who days
						WAIVER				
The under this proposed been added to provided, the regulations.	rsigned of well loo the mine well ope	coal ope cation. e map.	rator If a mi The unde	ne m	owner ap exi	/ lesse	e/of the ers the area on to the work	he coal under this woof the well location proposed to be done by the West Virgin	well location han, the well locate	as examined ation has
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THIS PERMI	IT MUST	BE POST	ED AT T	HE M	/ELL C	TE				

ALL PROVISIONS BEING IN ACCORDANCE WITH CHAPTER 22,

ARTICLE 4 OF THE W. VA. CODE, THE LOCATION IS HEREBY

APPROVED FOR drilling . THIS PERMIT SHALL EXPIRE

IF OPERATIONS HAVE NOT COMMENCED BY 3-8-83

BY

10/20/2023

OMOG TEMMATA

FILE COPY

1)	Date:	October	13	, 19	83

2) Operator's Well No. A-1230 McMullan

47 083 3) API Well No. State County

RENEWED

0690⁻Ren Permit

STATE OF WEST VIRGINIA DEPARTMENT OF MINES, OIL AND GAS DIVISION APPLICATION FOR A WELL WORK PERMIT

4) WELLTY									/ Shallow <u>X</u> /)
5) LOCATIO									/ Snanow _x/)
J) LOCATIO									le: Cassity 7.5'
6) WELL OF	ERATOR								niel L. Wheeler
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8) OIL & GA					7501	•	9) DRILLING O		18, WV 20301
	Robert								illing
	s P.						Address		× 1740
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15) CASING				070	000	18 C	oai being inned in tr	ie area? Tes	OIL & GNOS DIXISION
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Coal	8-5/8		20#	x		700'	7001		a Bulletin
Intermediate	0-3/0		20#	X		700.	700	Cement to	Surface By KU/E 15-1
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		/ ₁ 7 083	0600	Don			1.0		Well work started
Permit number_	•	47-003	3-0690-	Ren			- <u>- 1 A</u>		November 7, 19 83
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nis permit cove	ect to the co	onditions	or and well	l locati	on shown	reverse hereof	of permission grant	ted to drill in according	rdance with the pertinent legal re- et Oil and Gas Inspector, (Refer to
No. 8) Prior to	the construc	ction of ro	ads, locat	ions an	d pits for	any permitted wor	k. In addition, the v	vell operator or his	contractor shall notify the proper
istrict oil and g	as inspector	r 24 hours	s before ac	tual pe	rmitted w	ork has commence	ed.)		Daylonal Cincon State.
he permitted w	ork is as de	scribed in	the Notic	e and A	application	, plat, and reclam	nation plan, subject	to any modificatio	ns and conditions specified on the
everse hereof.			, 1985						DESTRUCTED REPORTED FOR
Permit expires _	Nove	met /	, 1905			unless wel	l work is commenced	d prior to that date	and prosecuted with due diligence.
		1/2							OTHER INSPECTIONS
Bond:	Agent	W)	Plat:	Casin	ng /	Fee	1 10		
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OTE: Kan a	ne conv of	this norm	it posted	t the d	rilling la	tion	Adm	inistrator, Office	of Oil and Gas
OTE: Keep o	ne copy of	uns perm	n posted a	ii iile d	iming loca	mon.			File
dia -		See	the reverse	side o	f the APP	LICANT'S COPY	Y for instructions to	the well operator.	10/20/2023

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





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STATE OF WEST VIBRIANA

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is part of Form IV-2(b) is	s to record th	e dates of certa	in occurrences	and any follo	w-up inspection	18.	
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oce the reverse side of the APPLICANT'S COPY for instructions to the well operator

NOTE: Keep one copy of this permit posited at the drilling location.

FORM IV-2(A)	1) Date: <u>October 13</u> ,19 <u>83</u> 2) Operator's
8-83]	
	3) API Well No. 47 083 1690 State County Permit
STATE OF WEST V DEPARTMENT OF MINES, OFF	/IRGINIA
NOTICE OF APPLICATION FOR	A WELL WORK PERMIT Amax Coal Internat. Coal
1) SURFACE OWNER(S) OF RECORD TO BE SERVED	5(i) COAL OPERATOR105 S.Meridan 119 Wash.St.
(i) Name Harry McMullan Address P. O. Box 8	Address Ind., Ind.46275 Lewisburg, WV 24901
Address P. O. Box 8 Washington, NC 27889	5(ii) COAL OWNER(S) WITH DECLARATION ON RECORD:
(ii) Name	Name Harry McMullan
Address	Address P. O. Box 8
	Washington, NC 27889
(iii) Name	Name John O. Davisson, Trustee
Address	Address 1 East 4th Street
	Weston, WV 26452 5(iii) COAL LESSEE WITH DECLARATION ON RECORD:
	Name Same as 5(i) above
	Address
	` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` `
TO THE PERSON(S) NAMED ABOVE: You should have	received this Form and the following documents:
 The Application for a Well Work Permit to be plugged, which sets out the part and describes the well and its locatio cementing program; The plat (surveyor's map) showing the The Construction and Reclamation Plan 	on Form IV-2(B) (or Form IV-4 if the well is ies involved in the drilling or other work, in and, if applicable, the proposed casing and well location on Form IV-6; and
reclamation for the site and access ro	for erosion and sediment control and for ad.
THE REASON YOU RECEIVED THESE DOCUMENTS IS WHICH ARE SUMMARIZED IN THE "INSTRUCTIONS" ON T (FORM IV-2(B) OR FORM 4, DESIGNATED FOR YOU. HACTION AT ALL.	THAT YOU HAVE RIGHTS REGARDING THE APPLICATION HE REVERSE SIDE OF THE COPY OF THE APPLICATION OWEVER, YOU ARE NOT REQUIRED TO TAKE ANY
for a Well Work Permit with the Administrator o Department of Mines, with respect to a well at and depicted on attached Form IV-6. Conies of	f the Office of Oil and Gas, West Virginia the location described on attached Application this Notice, the Application, the plat, and the led by registered or certified mail or delivered lication in certain circumstances) on or
6) EXTRACTION RIGHTS	OCT 2 0 1983
Check and provide one of the following:	
Included is the lease or leases or other of I hold the right to extract oil or gas.	
The requirement of Code 22-4-1-(c) (1) thro	pugh (4). (See reverse side for specifics DEPT. OF MINES
7) ROYALTY PROVISIONS Is the right to extract, produce or market the or other contract or contracts providing for for compensation to the owner of the oil or gate to the volume of oil or gas so extracted, produce of the contracted of the volume of oil or gas so extracted.	ne oil or gas based upon a lease or leases flat well royalty or any similar provision as in place which is not inherently related
	ditional is needed. If the answer is Yes,
See the reverse side for line item instr the required copies of the Notice and Ap Reclamation Plan.	plication, plat, and Construction and
The truth of the information on the	WELL
Notice and Application is verified	OPERATOR, ALAMCO, INC.
and sworm to and the Notice is	
signed on behalf of the Well Operator	By Want & Macolar
in my County and State by	Its Vice President
Daniel L. Wheeler	Address P. O. Drawer 1740
this 13 day of October , 19 83.	Clarksburg, WV 26301
My commission expires $11/19/$, 1990 .	Telephone 304-623-6671

Notary Public, Harrison
State of West Virginia

10/20/2023

INSTRUCTIONS TO APPLICANT

CONCERNING THE LINE ITEMS:

- 1) Date of Notice.
- 2) Your well name and number.
- 3) To be filled out by the Office of Oil & Gas.
- 4) & 5) Use separate sheet if necessary.
 - 4) Surface owner(s) of record to be served with Notice and Application. However, see also Code § 22-4-lb(b) if "more than three tenants in common or other co-owners of interest described in subsection (a) of this section hold interests in such lands".
 - 5(i) "Coal Operator" means any person, firm, partnership, partnership association or corporation that proposes to or does operate a coal mine.
- 5(ii, iii) See Code § 22-4-20.
 - 6) See Code § 22-4-11(c). However, in lieu of filing the lease(s) or other continuing contract(s), the Applicant may fill out the information in the space provided below.
 - 7) See Code § § 22-4-11(d, e).

CONCERNING THE REQUIRED COPIES FOR FILING AND SERVICE:

Filing. Code § 22-4-lk and Regulation 7.02 provide that the original and required copies of the Notice and Application must be filed with the Administrator, 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-lk(d) and the reclamation required by Code § 22-4-12b and Regulation 23, (iv) unless previously paid on the same well, the fees required by Code § 22-4-8a from the owner of any water well on dwelling within 200 feet of the proposed well.

Service. In addition, service must be made on the surface owner(s) and the person(s) with an interest in the coal. See Code § § 22-4-lm, 22-4-2, 22-4-2a, and 22-4-2b.

INFORMATION SUPPLIED UNDER CODE § 22-4-11(d) IN LIEU OF FILING LEASE(S) AND OTHER CONTINUING CONTRACT(S)

Under the oath required to make the verification on the obverse side of this Notice, I depose and say that I am the person who signed the Notice for the Applicant, and that-

- (1) the tract of land is the same tract described in the Application to which this Notice applies, partly or wholly depicted in the accompanying plat, and described in the Construction and Reclamation Plan;
- (2) the parties and recordation data (if recorded) for lease(s) or other continuing contract(s) by which the Applicant claims the right to extract, produce or market the oil or gas are as follows:

Grantor, lessor, etc.	Grantee, lessee, etc.	Royalty	Book Page
John G. Davisson	Columbia Gas	1/8	N/A
Columbia Gas Co.	ALAMCO		185 227

Agreement

day :

In Durante mane and entered into this

, A. D 17 by and

ALLEGIENY LAND AND MINERAL COMPANY

WHEREAS, Seller is the owner of certain shallow drilling and producing rights on approximately 12,872 acres of oil and gas leases listed and more fully described in Exhibit "A" attached hereto and made a part hereof. Said shallow drilling and production rights were acquired by Seller from Columbia Gas Transmission Corporation, by Assignment Number 3147 on oil and gas leases situate in Rearing Creek and Middle Fork Districts, in Randolph County, West Virginia, and Washington District, Upshur County, West Virginia. Assignment Number 3147 has attached thereto a map identified as Exhibit "B" showing the approximate 12,872 acres divided into four (4) sections, and is included herewith and made a part hereof by reference.

AND WHEREAS, Seller will entered upon the leasehold premises and drill wells as provided in the terms of Assignment Number 3147.

AND WHEREAS. Seller desires to sell the gas that may be produced from the well or wells drilled and from any other wells which may be drilled on said land before mentioned, and Buyer is willing and desires to parchase from Seller the gas which may be produced from said well, or wells, under the terms and conditions hereinafter set out:

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH:

That, in consideration of the premises, and of the covenants, agreements and payments herein/2023r tioned to be well and truly kept, paid, and performed by the Buyer, the Seller covenants to 0/20/2023r to formsh, supply and deliver unto Buyer, at the price and upon the terms and conditions hereinafter set out. Natural Gas, to be delivered by Seller into the pipe lines of Buyer, at a measuring station or stations to be installed on the pipe line of Buyer, in the vicinity of the within described land during the term of this agreement bereinafter set forth.

Beller shan furmish all material and la the necessary branch line from the pipe line or lines of Buyer to the well or wells drilled on the withindescribed land, and to any other wells, which may be drilled under the terms of this agreement. Said branch lines and wells shall be equipped with the necessary drips and appliances in order that the gas will be in a dry condition and free from precipitation, as well as free from sulphur and hydrogen sulphide to the extent hereinafter indicated before passing into the line or lines of the Buyer. Said gas shall be delivered into the pipe line of Buyer against the varying pressures therein, and Seller shall maintain a sufficient natural pressure at Seller's well, or wells, to deliver into the line of Buyer the quantity of gas that may be required or demanded under the terms of this agreement 2. Seller shall deliver the gas into the pipe line of Buyer against the varying pressures therein, and Buyer agrees to take and pay for all of the gas that may be produced from the well or wells drilled and from any other wells which may be drilled on the land covered by this agreement up to the then existing unused capacity of Buyer's installed facilities. If for any reason during the six summer months from May 1st to November 1st of any year, the demand for gas should become diminished, Buyer shall be required to take only one-third (1/3) of the volume of gas that was taken in the preceding winter months, such volume to be taken in whatever manner and at such periods of time as may best suit the convenience of Buyer. It being distinctly understood and agreed that at all times when the supply of gas produced or controlled under contract by the Buyer shall be in excess of the market that can be found therefor, or in excess of the capacity of installed facilities, a pro-rata share only shall be taken of Seiler's production, and that in fixing the pro-rata share the Seiler shall not be discriminated against in favor of gas produced by Buyer or held under contract of purchase from other Seilers in the vicinity of Seiler's production. It being further distinctly understood and agreed that nothing in the foregoing shall limit the right of the Buyer to develop or contract at any time in the future for additional gas. Seiler shall not use any artificial means to deliver said gas into the line of Buyer, without the written consent of Buyer, and Seller agrees not to dispose of any of the gas produced from the well or wells covered by this agreement, to any other person or persons, except for drilling and operating of wells of Seller, in the vicinity of the within described land and excepting also the free gas privileges as set forth in the original covering the within described land. 10/20/2023 FEB 2 5 1983 OIL AND GAS DIVISION WY DEPARTMENT OF MINES - 2 -

The state of the s pense for repairing operating and maintaining said appliances and measuring stations, anali be paid by Buyer, expent that Coller agreed to gay Burer, at Buyers option, a measuring station maintenance and operation charge of Twenty Deliars (320.60) for each month turing the term of this agreement during which deliveries chall fall below an average of 10,000 cubic feet per day. Buyer small render a bill for such operation and maintenance charge or deduct the amount thereof from the monthly 4. In case of breakage of the line of Buyer beyond the measuring stations, or if from any other cause, the transputation of the Buyer is interfered with, or prevented by reason whereaf it is recovered to the the transportation of gas by Buyer is interfered with, or prevented by reason whereof it is necessary to shut off the supply of gas, this contract shall be suspended during the time necessary required to repair such line, but shall be immediately resumed upon the repair of said line, and Buyer shall use every reasonable effort to complete such repairs as soon as possible to do so. 5. Seller shall not be liable in damages to Buyer by reason of trouble at the well, or wells, or any cause 5. Seller shall not be liable in damages to Buyer by reason of trouble at the well, or wells, or any cause interfering with or preventing the furnishing of gas to Buyer, but Seller shall use reasonable diligence to keen said well, or wells, in good condition, and in case of accident, shall repair the same as soon as possible to do so. Seller shall also provide a tap, nipple and cock on the casing or connection at each well for the pur-

- do so. Seller shall also provide a tap, nipple and cock on the casing or connection at each well for the purpose of taking tests of such well, and shall permit Buyer to make such tests or gauges as it may deem necessary to check up and determine the accuracy of the delivery of gas as shown by the meter, or meters, or other appliances, in use under this agreement.
- 5. Seller agrees to furnish and equip well, or wells, with the necessary fittings and connections and to furnish and install the necessary drips and appliances on or at said well or wells, and to operate the same so that the wells shall furnish and supply said gas to Buyer dry and in proper condition for transportation into and through said lines of Buyer; the hydrogen sulphide and sulphur content of all gas so delivered to the Buyer to conform to the rules and regulations of any public regulatory body governing sales by this company, or, in the absence of such rules and regulations, to contain not more than twenty grains of total sulphur in each one hundred cubic feet and to be free from hydrogen sulphide to the extent that a strip of white filter paper moistened with a solution containing five percent (5%) of weight of lead acetate is not distinctly darker than a second paper freshly moistened with the same solution, after the first paper has been exposed to the gas for one minute in an apparatus of approved form, through which the gas is flowing at the rate of approximately five cubic feet per hour, the gas not impinging directly from a jet upon the test paper. approximately five cubic feet per hour, the gas not impinging directly from a jet upon the test paper.
- 7. For the gas so furnished, supplied and delivered into the pipe line of Buyer, at the point as above described, by Seller, the Buyer agrees and binds itself to pay unto Seller at the rate of ...-Forty-Five--(--45--- Cents per thousand cubic feet , subject to the approval of the Federal Power Commission and any regulatory body having jurisdiction over said sale or pur-chase, including any refund permitted or other condition imposed by such body under any order or regulation affecting said sale and purchase of gas hereunder. It is agreed by Seller and Buyer that the price herein agreed to be paid for natural gas shall be further subject to all applicable rules and regulations promulgated under any wage price legislation in effect during the term of this agreement.

This agreement is conditioned expressly upon the Seller either having received from the Federal Power Commission a Small Producer Certificate. pursuant to Order No. 411 of the latter Commission, issued October 2, 1970, or a Small Producer Exemption from the same regulatory body, issued pursuant to its Order No. 428, dated March 18, 1971.

For the purpose of this contract, a cubic foot of gas shall consist of one

cubic foot at a pressure of 14.73 pounds per such temperature of 60 degrees Fahrenheit.

Mr. the purpose of this centracty and cover as (2014) 1900 and the absence of a recorded flowing temperature, 50 degrees fahrenneit shall be assumed. If the means of measurement render it necessary to arrive at a knowledge of the specific gravity of the gas being measured it shall be determined by the use of a standard gravity instrument of the "Balance" type, or by the use of an equally accurate instrument at the beginning of this delivery, and as often thereafter as conditions may warrant. The gas to be taken under this contract shall be measured in accordance with the latest approved methods in use in the industry, generally, and recommended by the Gas Measurement Committee of the Natural Gas Department of American Gas Association, applied in a practical and appropriate manner. No corrections are to be allowed on account of allitude of location of said measuring station or harometer for the gas to be delivered to Buyer under this agreement. Buyer shall not be required to purchase and take any gas produced of less than 1000 Btu per cubic foot, but Buyer may elect to take gas of less than 1000 Btu per cubic foot, and in such event, Buyer shall pay for such gas of less than 1000 Btu per cubic foot the contract price determined above, multiplied by the Btu per cubic foot of such gas and divided by 1000.

8. On or before the end of each calendar month a statement shall be furnished by Buyer to Schonyan wing 8. On or before the end of each calendar month a statement shall be furnished by Buyer to Sellemandwing the amount of gas supplied and taken from the last meter reading reflected on the last statement furnished Seller by Buyer to a meter reading made not later than the twenty-second day of the previous month; the statement is be accompanied by a check to cover payment to Seller for the quantity of gas thus so with the secondaries with the deliveres reflected on said statement and with a terms of this agreement. When and if requested by Sellet the Bayer shall turn over to Seller for each full a fine factor, arts; the same, however, to be returned to Buyer within ten days. All settlements and objective shall be made at the office of Buyer in the City of Pittsburgh, Pennsylvania The second secon

10 It is further expressly understood and agreed that Buyer shall not be in any way whatsoever liable for eas royalties, rentals, or any other expense incident to the operation of said well, or wells, and shall only be hable for the payment for the gas delivered by Seller into the line of Buyer, in accordance with the provi-

sions of this agreement.

11. It is agreed that all notices or complaints as to the operation of lines and wells, chall be addressed to allegheny Land and Mineral Co. 227 Washington Ave., Clarksburg, W.Va. and all other notices or statements contemplated under the terms of the within agreement shall be addressed to Allaghery Land and Mineral Co. at 227 Washington Ave., Clarksburg, W. Va for Sellers, and all notices to Buyer, at its offices in the Union Trust Building, Pittsburgh, Pennsylvania, and that all payments of money for gas delivered, arising under this agreement, shall be made by check, made to the order of and mailed to Allegheny Land and Mineral Company at 127 Washington Ave. Clarksburg, W. Va. 26301 who is hereby appointed agent of Seller who is hereby appointed agent of Seller

to receive all money and receipt in full, for all gas delivered by Seller under this agreement. 12. This agreement shall continue in force and be binding upon the parties hereto, their heirs, executors,

(=======) wars from and offer the determines histourned into the lines of Boyer, and therearter as long as said well or wells are determined by Buyer to be producing gas in raying quantities into pipeline or lines of Buyer.

1.1 In the event any Federal or State tax should be imposed on gas produced and sold under this contract, or upon the producer of gas produced under this contract, which tax Buyer should be required to pay or withhold at the source, such tax should be borne by Seller and the amount thereof deducted from payments he regulater

It is understood and agreed that in case of any adverse claim or claims to the title of the land from which any soch gas may be precured or to any gas sold to and purchased by Buyer or to any moneys due or to become one and payable from the Buyer in pursuance of this Continet, Buyer may pay such sum or soms, payable for such gas to THE MELLON NATIONAL BANK AND TRUST COMPANY, Pittsburgh, it is excluding as Trustee, to be held by such Trustee until such adverse claim or claims has or have been . the or of termined findly.

Such payment or payments by the Bayer to such Trustee shall have the same effect as though paid at such time or times by the Bayer to the person or persons or other legal entity, legally entitled thereto, without any further obligation or cability on the part of the purchaser.

To It is further understood and agreed by and between the Buyer and Seller that this agreement is subject to any rules or regulations of any governmental body, agency or department pertaining to any covenants within this agreement.

IN WITNESS WITHEFOR The Seller

their .: 5 17 2 common or corporate seal S the affixed hereto, the day and year first above written

, duly attested, to

• ::::: :

ALLEGHERY LAND AND MINERAL COREARY

Perstary

Presider.



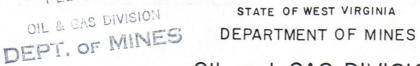
ATTEST

Columbia Gas Transmission Corporation

By Ther, Teldiblion

week Clayer .







STATE OF WEST VIRGINIA

Date February 3, 1984 Operator's
Well No. A-1230
Farm McMullan API No. 47 - 083 - 0690

OIL and GAS DIVISION

WELL OPERATOR'S REPORT

DRILLING, FRACTURING AND/OR STIMULATING, OR PHYSICAL CHANGE

OCATION: Elevation: 2780'	Wate	ershed	Mic	dle Fork	River
OCATION: Elevation: 2780' District: Middle Fork Count	y: Randol	lph	Qua	adrangle:	Cassity 7.5
DMPANY ALAMCO, INC					
200 West Main Street					
DDRESS Clarksburg, West Virginia 26301	Casing	Used	in	Left	Cement
ESIGNATED AGENT ALAMCO, INC	& Tubing	Dw: 11		d = 17-11	fill up
200 West Main Street	Size	Dril]	ing	in Well	Cu. Ft.
DRESS Clarksburg, West Virginia 26301	20-16				
JRFACE OWNER Westvaco	Cond.		_		
MCACE OWNER WESTVACO	13-10"				
DRESS203 Randolph Ave., Elkins, WV	13 10				
NEDAL DIGUES OFFICE AND A MARIE	9 5/8"				*****
NERAL RIGHTS OWNER Neva McMullen	8 5/8"	922'		0001	t
DRESS P.O. Box 8, Washington, NC 27889	8 3/8	922	-	922'	to surface
	7"				
IL AND GAS INSPECTOR FOR THIS WORK Robert	5 7 (0)				
ewart ADDRESS P.O. Box 345, Jane Lew, WV	5 1/2"		-		/215 -1
	4 1/2"	5208'		5208'	w/315 sks 3400'
RMIT ISSUED November 7, 1983			\neg	-	3100
RILLING COMMENCED _ January 7, 1984	3		_	,	
Dandaly 7, 1964	2				
RILLING COMPLETED _ January 12, 1984			+		
ADDITIONED DILICITIO OF DOV. WOLL ON					
APPLICABLE: PLUGGING OF DRY HOLE ON INTINUOUS PROGRESSION FROM DRILLING OR	Liners		-		
WORKING. VERBAL PERMISSION OBTAINED	usea				
				Law e	
OLOGICAL TARGET FORMATION Benson		DEPUT		F2001	
Delison		DEPTH		5300'	FEE
Depth of completed well 5250 for	eet Rotar	v x	/	Cable T	hols
Water Strata depth: Fresh 200				feet S	
Coal seam depth: 473-476, 695-698'	4-1	Is coal	bein		n this area?N
EN FLOW DATA	Action to			y minica i	ii chis area.
Producing formation 1st, 2nd, 3rd Elk, Be	nson-Rilev	Pay 7	one	denth Se	e back fe
				flow	
Final open flow 1710 Mcf/d		Final op			Bb1
Time of open flow between in:	itial and	final to	ete	2 ho	urs
Static rock pressure 1200 psig (surface i	measurement	t after	363	22 hou	re chut-in
(If applicable due to multiple completion)	c arcer		22 110u	is shac-in
Second producing formation		Day	70n	a droth 1	0/20/2023 _{fee}
Gas: Initial open flow Mcf/d	Oil.				Bbl
Final open flow Mcf/d				low	
Time of open flow between init		inal top	- 6	h h	ours
		after_		11	

FORM IV-35 (REVERSE)

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

Well was fractured January 20, 1984 Perforations: 3733 - 3738 3863 - 3866 Benson Riley

5022 - 5030 1st Elk

5070 - 5072

5146 - 5150 2nd & 3rd Elk

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 & Shale Coal Sand & Shale Coal Sand & Shale Little Lime Sand & Shale Big Lime Injun Shale Gordon Shale 4th Sand Red Rock 5th Sand Red Rock Sand & Shale Riley Shale Benson Sand & Shale lst Elk	0 5 473 476 695 698 1383 1387 1496 1651 1755 1967 1989 2220 2245 2272 2285 2272 3740 3751 3880 3920 5020	5 473 476 695 698 1383 1387 1496 1651 1755 1967 1989 2220 2245 2272 2285 2272 3740 3751 3880 3920 5020 5250 T.D.	1/4" stream water @ 200' Gas check @ 1921' No show Gas check @ 3316' No show Gas check @ 3719' No show Gas check @ 3779' 44 MCF/D Gas check @ 3990' 44 MCF/D Gas check @ 4378' 18 MCF/D Gas check @ 4924' 35 MCF/D GAMMA RAY LOG TOPS Riley 3733' Benson 3856' 1st Elk 5022' 2nd Elk 5068' 3rd Elk 5143'

ALAMCO, INC Well Operator

Mazza Vice President Oil & Gas Operations

February 3, 1984 Date:

10/20/2023

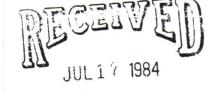
Regulation 2.02 (i) provides as follows
"The term 'log' or 'well log' shall mean a systematic detailed geological record of all formations, including Note:

coal, encountered in the drilling of a well."

COMPANY Alamco, Inc.

TMS/rls





OIL & GAS DIVISION
DEPT. OF MINES

083-0690 -REN. 11/83

State of West Birginia

Department of Mines Oil and Gas Division Charleston 25305

FINAL INSPECTION REPORT INSPECTORS COMPLIANCE REPORT February 15, 1984

PERMIT NO

DATE

200	West Main Street	FARM & WELL NO McMullan #A-1230
Clark	ksburg, West Virginia 26301	DIST. & COUNTYMiddle Fork/Randolph
RULE	DESCRIPTION	IN COMPLIANCE YES NO
23.06 25.04 25.03 16.01 15.03 15.02 15.01 15.04 15.05 23.02 25.01 23.04 23.05 23.07 16.01 16.02 7.05	Notification Prior to Starti Prepared before Drilling to High-Pressure Drilling Required Permits at Wellsite Adequate Fresh Water Casing Adequate Coal Casing Adequate Production Casing Adequate Cement Strenght Cement Type Maintained Access Roads Necessary Equipment to Prevened aimed Drilling Pits No Surface or Underground Poly Requirements for Production Well Records on Site Well Records Filed Identification Markings	ng Work Prevent Waste
HAVE I	NSPECTED THE ABOVE CAPTIONED V	WELL AND RECOMMEND THAT IT BE RELEASED:
		SIGNED Phillip Drocy
	l record was received and recl pter 22, Article 4, Section 2, for the life of the well.	DATE July 23, 1984 10/20/2023

LEASE AGREEMENT

A-1230

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:

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



FEB 2 5 1983

THEFED LAND DUPT.

OIL AND GAS DIVISION 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 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



FEB 2 5 1983

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 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

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

Lessor.



ECCK 273 mg 393

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.

- 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

revailty 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 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



FEB '5 1983

damage to trowing comps caused by operations under this Lease.

Lossee 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 Loase 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 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.
- 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:

- 10 -

(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



(2) 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.

- 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 Lessee'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.

- 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, 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.
- 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:

Assistant Secretary

WITNESS:

CONNECTICUT GENERAL LIFE INSUFANCE, COMPANY

President

G. H. Beadles

Second Vice President

FEB 2 5 1983

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	By	Vice	President		8=
		Pittsb	urgh Divis	ion	00
	STATE OF TEXAS)				
	COUNTY OF DALLAS) To Wit:			. •	
	I,Betty J. Wells,	a notary	public of s	aid county,	,
	do certify thatG. H. Beadleswho s				
	hereto annexed), bearing date the loth day of A				
	for CONNECTICUT GENERAL LIFE INSURANCE CO	OMPANY,	a corporat	tion, has	
	this day in my said county, before me, acknowle	edged the	said writi	ing to be	
	the act and deed of said corporation.				
	Given under my hand this 16th day of	August		1971. My	
	commission expires: June 1, 1973			4 8 4 .	
				10 A	
		B. The	-0.0	Tells:	
		INCHALLA	117117	7 111 1	

- 15 -

SEAL

10/20/2023



FEB 2 5 1983

STATE OF NORTH CAROLINA)	
)	To Wit:
CCUNTY OF BEAUFORT)	

I, Shirleyan 3. 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 heavy day of August ______, 1971, have this day acknowledged the same before me, in my said county.

Given under my hand this 10th day of languist, 1971. My

Notary Public

STATE OF WEST VIRGINIA)

.) To Wit: ·
COUNTY OF LEWIS)

I, Line Al Substitute, 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 Midday of Allegach, 1971, has this day acknowledged the same before me, in my said county.

Given under my hand this Athday of Alland, 1971.

My commission expires: Manh 24 1974

Notary Public And Minde

- 16 -

RECEIVED
FEB '5 1983

OIL AND GAS DIVISION WY DEPARTMENT OF MINES

10/20/2023

To Wit:

COUNTY OF ALLEGHERY

I,
who signed the writing
do certify thatW. E. Almquist who signed the do certify thatW. E. Almquist who signed the above (or hereto annexed), bearing date the 10th day of August, above (or hereto annexed), bearing date the 10th day of, above (or hereto annexed), bearing date the
above (or hereto annexed), Bearing Corporation successor to COLUMBIA GAS TRANSMISSION CORPORATION Successor to 1971, for/THE MANUFACTURERS LIGHT AND HEAT COMPANY, a corporation,
1071 for/THE MANUFACTURERS LIGHT THE
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 13th day of September , 1971.
My Commission expires:
WALTER A. PERRIII, Notary Public Filtringth, Allegheny Co., Pa. My Commission Empires Followary 1, 1973 Notary Public
West Virginia Randolph County Court Clerk's Office: SED 27 1971
This Instrument was this day presented to theseto annexed, is there there with the Certificate theseto annexed, is
admitted to record.
TOTAL Clerk Demich Clerk

State

3) API Well No. 47



DRILLING CONTRACTOR:

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

County

Dev	relo	opmer	nt Drilling	
P.	0.	Box	1740	

RENEWED

083

0690 -REN

Permit

Clarksburg,	WV 26	301_		OIL A	ND GA	S WELL PERMIT	APPLICATIO		
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6) WELL OPER			William Sand Sand	ad &	Mine	ral Co. 11) DESIGNATI	ED AGENTDani	
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T) OH A CHE	Clar	KSbur	g,WV 2	10301				Clarksburg,	WV 26301
7) OIL & GAS ROYALTY C	WNER _	Harry	McMul1	an		12	COAL OPER	RATOR Amax Coa	l International Co
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	1000		n, N.C.	2/88	39				6275 Lewisburg, WV24
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	The second secon		n, D. C	. 2	7889			Washington, 1	
Acreage	1000						Name		sson, Trustee
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3) PROPOSED						/ Redriii		" 67	ECENVED
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6) GEOLOGIC									FEB 1 4 1983
17) Estimate			,	5300		feet		relavidana de la	1 LD 1 4 1303
18) Approximal 19) Approximal 19) Approximal 19							salt,	feet.	OIL AND GAS DIVISION
0) CASING AN				-		is coal	being mined in t	ne area? Yes	WV DEPARTMENT XIXMINES
	" TOBING							-drivery order	
CASING OR TUBING TYPE			ECIFICATION Weight				E INTERVALS	CEMENT FILL-UP OR SACKS	PACKERS
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2) ROYALTY P	ROVISION:	S duce or m	arket the oi	l or goe	based w	The part of the late			
				ner of	the oil o	or gas in place which	ch is not inheren	ract or contracts provid	ing for flat well royalty or any ne of oil or gas so extracted,
produced or m	narketed?	Yes L	No XX		Cul			my related to the volul	ne of on or gas so extracted,
						swer is Yes, you m			Service Control of the Control of th
) Copies of this	Permit App	lication a	nd the encl	osed pl	at and r	eclamation plan ha	ve been mailed l	by registered mail or de	livered by hand to the above
Mines at Charl	eston, West	Virginia.	and coal	essee o	n or bef	ore the day of the	mailing or delive	ery of this Permit Appl	livered by hand to the above ication to the Department of
Notary:	else) lá	0	1	/	sude History	//	prist!	Manha.
My Commission	Expires	Febru	ary 14,	198	39	berte fra Lie	Signed:	ice President	Millian)
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ermit number	47-08	3-069	O-REN.		DR	ILLING PERM	TIM	March 1	02
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irements subject t	the well of	perator ar	nd well loca	ation sl	nown be	low is evidence of	permission grant	Dated to drill in accordance	e ce with the pertinent legal re-
								ted to drill in accordance given to the District Oil	l and Gas Inspector. his contractor shall notify the
r and on the	Novemb	CLUI ZA NO	HITC Detore	actual	permitte	s for any permitted ed work has comm	enced.)	on, the well operator or	his contractor shall notify the
Bond:			1703					effor tother	prosecuted with the diligence.
7 1	Agent:	P	lat:	C	asing	Fee	7	that date and j	prosecuted with the diligence.

Administrator, Office of Oil and Gas

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, 22-4-8, 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).
 - 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.

days of receipt thereof.	WAIVER	
The undersigned coal operator	the state of the gr	of the coal under this $40/20/2023$ exea of the well location, the well location has been sed to be done at this location, provided, the well
mined this proposed well location. It dded to the mine map. The undersign perator has complied with all applic	and the map and the work proposed has no objection to the work proposed able requirements of the West Virgini	sed to be done at this location, provided, the well a Code and the governing regulations.

Form IV-9 [Rev 8-81]

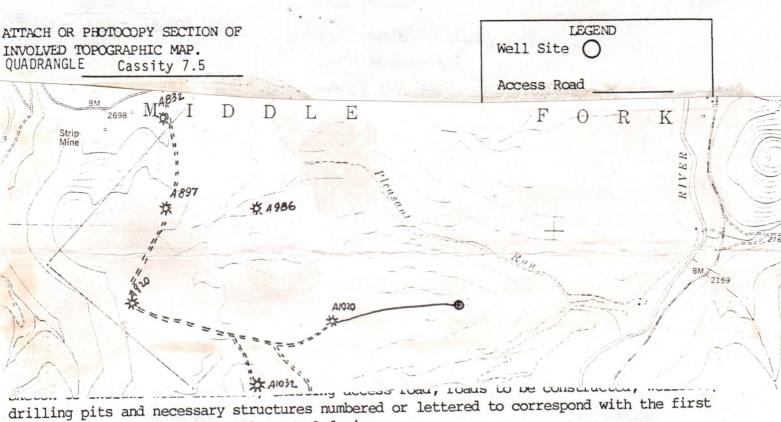


State of Mest Birginia Pepartment of Mines Gil und Gas Bivision

Date_	April 6	, 1982
Well No	o. A-1230	
API No.	47 - 083	- 06 90-
	State Count	y Permit
		Rod.

CONSTRUCTION AND RECLAMATION PLAN

This plan has been reveiwed by	GILLA			
Address P. O. Box 1740 Clarksburg, West Virginia Telephone Telephone Trancoulate all legumes such as vetch, trefoil and clovers with the proper bacterium. Incoulated all legumes such as vetch, trefoil and clovers with the proper bacterium. Incoulated Sparate Sparate sheets as necessary for comments. PLAN PREPARED BY Company Name Allegheny Land & Mineral Co).	Designated Agent J. Ronald (ullen	
Clarksburg, West Virginia Clarksburg, West Virg		The same of		
Telephone 623-6671 Landowner Westvaco Revegetation to be carried out by Halls Reclamation, Inc. This plan has been reveiwed by Access ROAD ROCESS ROAD ACCESS ROAD Structure Drainage Ditch Spacing Earthen Manual 1-10 Structure Culverts (B) Structure Material Page Ref. Manual 1-10 Page Ref. Manual 1-10 Page Ref. Manual 1-10 Structure Rip-Rap (C) Structure Material Page Ref. Manual N/A App 15 1982 Structure Rip-Rap (C) Structure Material Page Ref. Manual N/A App 15 1982 Structure Rip-Rap (C) Structure Material Page Ref. Manual N/A App 15 1982 Structure Rip-Rap (C) Structure Material Page Ref. Manual N/A App 15 1982 Structure Rip-Rap (C) Structure Material Page Ref. Manual N/A App 15 1982 Structure Rip-Rap (C) Structure Material Page Ref. Manual N/A App 15 1982 Structure Rip-Rap (C) Structure Material Page Ref. Manual N/A App 15 1982 Structure Rip-Rap (C) Structure Material Page Ref. Manual N/A App 15 1982 Structure Rip-Rap (C) Structure Material Page Ref. Manual N/A App 15 1982 Structure Rip-Rap (C) Structure Material Page Ref. Manual N/A App 15 1982 Structure Rip-Rap (C) Structure Material Page Ref. Manual N/A App 15 1982 Structure Rip-Rap (C) Structure Material Page Ref. Manual N/A App 15 1982 Structure Rip-Rap (C) Structure Material Page Ref. Manual N/A App 15 1982 Structure Rip-Rap (C) Structure Material Page Ref. Manual N/A App 15 1982 Structure Rip-Rap (C) Structure Material Page Ref. Manual N/A App 15 1982 Structure Rip-Rap (C) Structure Material Page Ref. Manual N/A App 15 1982 Structure Rip-Rap (C) Structure Material Page Ref. Manual N/A App 15 1982 Structure Rip-Rap (C) Structure Material Rip-Rap Ref. Manual N/A App 15 1982 Structure Rip-Rap (C) Structure Material Rip-Rap Ref. Manual N/A App 15 1982 Structure Rip-Rap (C) Structure Material Rip-Rap Ref. Manual N/A App 15 1982 Structure Rip-Rap (C) Structure Material Rip-Rap Ref. Manual N/A App 15 1982 Structure Rip-Rap (C) Structure Material Rip-Rap Ref. Manual N/A App 15 1982 Structure Rip-Rap Manual N/A App 15 1982 Rip-R	Clarksburg, West Virginia	- 100		Virginia
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	cooperation to protect new seedling for one growing season. Attach separate sheets as	PLAN PRI	PARED BY ROLLAND CULTURE 1740 Clarksburg, West Virgin	10 lbs/acre 10 lbs



Property boundary

Road = = = Spring O

Existing fence - x - x - Wet Spot V

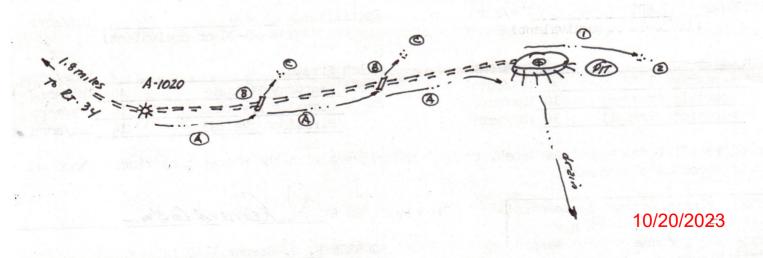
Planned fence - / - / Building Drain pipe - O - O

Open ditch - - > Waterway - = = =

part of this plan. Include all natural drainage.

COMMENTS:

Slope of access road 6% -- 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.



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 10/20/2023 gas from any new well or wells that Allegheny may hereafter drill and complete on said acreage; and



FEB 2 5 1983

interests, rights and privileges on said acreage to Alleghany, 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, interest, 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:

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 10/20/2023 and privileges, express or implied, in any and all oil and FEB 25 leas sands or horizons underlying the aforesaid leasehold acreage, whose sands are therein granted which are

and the correspondent of the contract of the others operations on the correspondent decided in said oil and the leases.

- 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 10/20/2023 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 socting of formations empountered. inclusing but not limited to copies of logs, core analyses, irill stem tests and fluid analyses. Representative samples of drill auttings 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 i 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 caliber 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:

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

FEB 2 5, 1983

OIL AND CAS DIVISION 6. Allegheny agrees to furnish all labor, materials, wydepartment of mines and equipment and to pay all other costs and expenses in connection with the locating, drilling, equipping and operating 10/20/2023 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 leadenth acrease set forth in Lahibit "A" seades protecting group will 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 dri/20/2023 mutually agreed spacing until the acreage covered hereunder is

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It is understood between the parties hereto that each

timuous arilling solitation is somewhere. 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.

Any gas Columbia purchases hereunder from Allegheny FEB 2 5 1982 11 be purchased pursuant to the terms of Columbia's standard Wild AND GIS DIV Stourchase agreement, a copy of which, identified as Exhibit "C," is attached hereto and made a part hereof. Allegheny agrees 10/20/2023 upon tender by Columbia to Allegheny, to promptly execute said gas purchase agreement and to sell said gas to Columbia at

per Mod as provided for herounder.

In the state of Landia should be set into the insertion its option to purchase the jos from any well or wells writted purchant to this agreement, Allegheny shall have the right to cell 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 lessors 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
 of 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 the wells have seen recovered. Allegaent small pay to Johnnois a 1-31 evertiding royalty on 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.

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- (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.

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FEB 25 1983 including bankruptcy or insolvency, Allegheny shall promptly,

including bankruptcy or insolvency, Allegheny shall promptly,

AND GAS DIVISION

DEPARTMENT OF MEMORY DEPARTMENT OF MEMORY DEPARTMENT OF ALLegheny shall promptly,

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 Afree

and clear of any liens or encumbrances placed or permitted to be

placed thereon by any action or inaction of Allegheny.

if the wave dereinderions can forth in any paragraph in this agreement, the other party shall have, in addition to the rights of reassignment hereinberons set forth, the right to take any other appropriate legal action it may elect to take for breach of contract.

Should Columbia desire to convert and operate wells in the area of acreage subject to this agreement as a gas storage field, Columbia is hereby given the option to purchase any well or wells that Allegheny has drilled and is operating hereunder at a consideration of either the depreciated original cost calculated on a unit-of-production basis, or the value of reserves remaining calculated to an abandonment pressure of 15 psig and at the then purchase price of gas, whichever is greater. Such option shall include not only remaining gas wells but all other tangible or intangible property rights of Allegheny which Columbia might require for storage purposes. In the event that the value of the well or wells to be calculated in the manner established herein cannot be mutually agreed upon by Columbia and Allegheny, the matter of value shall be submitted to arbitration and the value so determined shall be final and binding upon both parties to this agreement.

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To be performed by Allegheny under this agreement and shall proMLANIGAS DIVISION
WED ATTENTO MINISTER IN THE MENT OF
contractor hired by it to perform operations hereunder.

Allegheny shall carry Workmen's Compensation and Employers' Lidbility Insurance to fully comply with the laws of the state of West Virginia in connection with the work to be performed by it in its operations hereunder. Allegheny shall at all times while any operations are being performed under this agreement, at its own expense, carry and keep in effect public liability insurance, including contractual liability, endorsement and automobile liability insurance in the minimum limits for personal injury, including death, of \$100,000.00 for any one person, and \$300,000.00 for each accident and \$100,000.00 aggregate for liability for property damage, to protect against all claims for personal injury, death and property damage sustained or alleged to be sustained by any persons, including employees or agents of Allegheny, caused by or growing out of any operations performed under this agreement, provided the same be performed by Allegheny or its contractors.

18. In the event bankruptcy or other insolvency proceedings should be instituted by or against Allegheny, either by FEB 25 1983 voluntary or involuntary petition, or in the event of the commence of the commence of the commence of the commence of the proceeding or by or under any bankruptcy or debtor's laws for the relief or reorganization of Allegheny, including composition, extension, arrangement, receivership or other readjustment proceedings, and if any such proceedings are not terminated within one hundred twenty (120) days after the institution of such proceedings, all of the interest, rights and privileges of Allegheny as to any of the leasehold acreage described in Exhibit "A" at that time being unoperated/20/2023 gheny shall terminate.

19. This agreement constitutes the entire contract between the parties hereto, and no change, alteration or

main or appointed in writing, signal by the parties herets, and no prior course of lealing with the parties shall be construed to alter the terms hereof.

- 20. This agreement and any rights arising thereunder may 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 Vir-FEB 25 1983 ginia shall govern the interpretation and performance of this WLAND GAS DIVISION 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.

 10/20/2023
 - 24. The obligations of Allegheny hereunder shall be susrended while Allegheny is prevented from complying therewith, in these or in part, by strikes, leghouts, actions of the elements,

or state jovernmental spener, or state manners or sometimes seyour the control of Allegheny, whether similar to the matters or condition's herein 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

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Assignant Secretary

By

Vice President Pittsburgh Group

ATTEST:

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Wille School By

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



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OIL AND GAS DIVISION WY DEPARTMENT OF MINES

P 349 346 156 RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL

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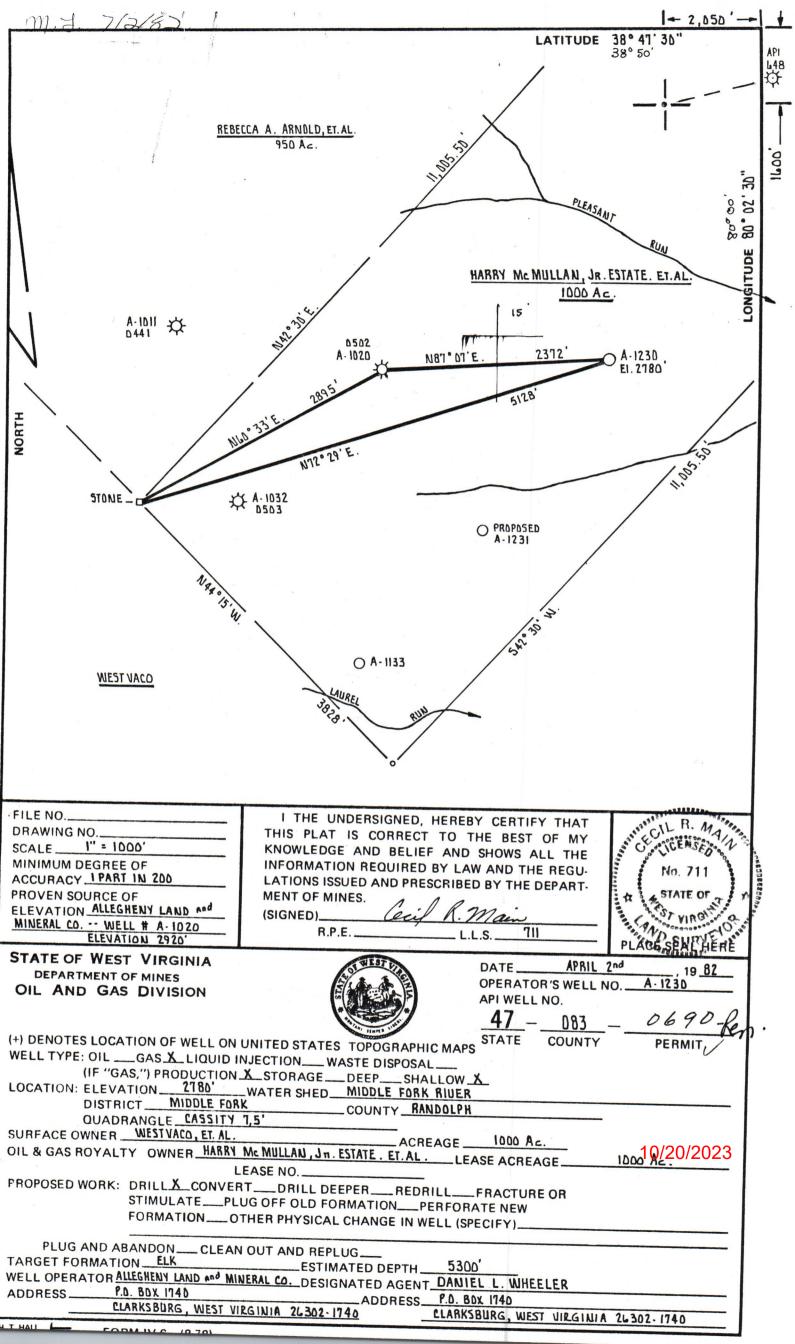
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OIL AND GAS DIVISION WYDEPARTMENT OF MINES

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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	DATE	:
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EXIIIBIT "A"

ASSIGNMENT NUMBER 3147

I, Edward S. Jones . a notary public of said
Jounty, is certify that W.E.A.1mpuist, who signed
the writing above (or hereto annexed), bearing date the 47 day
of LANUARY, 1975, 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. AMILL ROLLY AND COMMISSION EXPIRES. Notary Public
Notary Public
STATE OF Clast Uniquial COUNTY OF Marris Di
COUNTY OF KILLEGO
I, Flain C. Knites, a notary public of
said County, do certify that Relieute of Taylory,
who signed the writing above (or hereto annexed), bearing date the
4/4, day of January, 1973, for ALLEGHENY LAND AND
MINERAL COMPANY, a corporation, has this day in my said County,
pefore me, acknowledged the said writing to be the act and deed
Given under my hand this the day of lance,
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My Commission Expires:
My Commission Expires: We commission Expires: We commission Expires: White made and the manufacture of the commission

10/20/2023