



1) Date: January 17, 19 83  
 2) Operator's Well No. A-1303 McMullan  
 3) API Well No. 47 083 0747  
 State County Permit

DRILLING CONTRACTOR:

Development Drilling  
P. O. Drawer 1740  
Clarksburg, WV 26301

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

- 4) WELL TYPE: A Oil        / Gas XX /  
 B (If "Gas", Production        / Underground storage        / Deep        / Shallow XX /)
- 5) LOCATION: Elevation: 2831' Watershed: Pleasant Run  
 District: Middle Fork County: Randolph Quadrangle: Cassity 7.5'
- 6) WELL OPERATOR Allegheny Land & Mineral Co. 11) DESIGNATED AGENT Daniel L. Wheeler  
 Address P. O. Box 1740 Address P. O. Box 1740  
Clarksburg, WV 26301 Clarksburg, WV 26301
- 7) OIL & GAS ROYALTY OWNER Harry McMullan Jr./John G. Davisson 12) COAL OPERATOR Amax Coal International Co.  
 Address P. O. Box 8 1 East 4th St. Address 105 S. Meridan 119 Wash. St. E  
Washington, DC 27889 Weston, WV 26452 Ind., Ind.46275 Lewisburg, WV2490
- 8) SURFACE OWNER Westvaco 13) COAL OWNER(S) WITH DECLARATION ON RECORD:  
 Address 203 Randolph Avenue Name Harry McMullan Jr.  
Elkins, WV 26421 Address P. O. Box 8  
 Acreage 1000 Washington, NC 27889  
 Name John G. Davisson, Trustee  
 Address 1 East 4th Street  
Weston, WV 26452
- 9) FIELD SALE (IF MADE) TO:  
 Address Columbia Gas Transmission Corp.  
P. O. Box 1273, Charleston, WV 25325 14) COAL LESSEE WITH DECLARATION ON RECORD:  
 Name Same as coal operator  
 Address
- 10) OIL & GAS INSPECTOR TO BE NOTIFIED  
 Name Robert Stewart  
 Address P. O. Box 345  
Jane Lew, WV 26378
- 15) PROPOSED WORK: Drill XX / Drill deeper        / Redrill        / Fracture or stimulate        /  
 Plug off old formation        / Perforate new formation        /  
 Other physical change in well (specify)
- 16) GEOLOGICAL TARGET FORMATION, Elk
- 17) Estimated depth of completed well, 5400' feet
- 18) Approximate water strata depths: Fresh,        feet; salt, 2391 feet.
- 19) Approximate coal seam depths: 911-921 Is coal being mined in the area? Yes        / No XX /

20) CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	SPECIFICATIONS					FOOTAGE INTERVALS		CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS
	Size	Grade	Weight per ft.	New	Used	For drilling	Left in well		
Conductor	16"				X	20'	20'		Kinds Cement to surfac
Fresh water	8 5/8"								Sizes Cement to surfac
Coal	8 5/8"		20#	X		1,300'	1,300'		Depths set Req. by Rule
Intermediate			J.55						15.01
Production	4 1/2"		10.50#	X		5,400'	5,400'		Perforations:
Tubing									Top Bottom
Liners									

- 21) EXTRACTION RIGHTS  
 Check and provide one of the following:  
 Included is the lease or leases or other continuing contract or contracts by which I hold the right to extract oil or gas.  
 The requirement of Code 22-4-1-(c) (1) through (4). (See reverse side for specifics.)
- 22) ROYALTY PROVISIONS  
 Is the right to extract, produce or market the oil or gas based upon a lease or other continuing contract or contracts providing for flat well royalty or any similar provision for compensation to the owner of the oil or gas in place which is not inherently related to the volume of oil or gas so extracted, produced or marketed? Yes  No   
 If the answer above is No, nothing additional is needed. If the answer is Yes, you may use Affidavit Form IV-60.
- 23) Required Copies (See reverse side.)

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

Notary: [Signature] Signed: [Signature]  
 My Commission Expires February 14, 1989 Its: Vice President

OFFICE USE ONLY  
 DRILLING PERMIT

Permit number 47-083-0747 February 3 10/20/2023 83  
 Date

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

Permit expires October 3, 1983 unless drilling is commenced prior to that date and prosecuted with due diligence.

Bond: Blanket	Agent: <u>OK</u>	Plat: <u>T.S</u>	Casing: <u>T.S</u>	Fee: <u>23313</u>
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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 than six thousand feet, whatever is shallower.
- 5) Where well is located
- 6) Before a permit can be issued in a corporation, company partnership, or fictitious name, the name must be registered with the Secretary of State Office
- 7) Use separate sheet if necessary
- 8) Present surface owner at time application is filed.
- 9) Optional
- 11) See Reg. 7.01 relating to code §22-4-1k
- 12) "Coal Operator" means any persons, firm, partnership, partnership association or corporation that proposes to or does operate a coal mine. See Note 24
- 13 & 14) As per §22-4-20; See Note 24
- 15) Work that will be attempted—A separate Form IV-2 shall not be required for fracturing or stimulating a well where fracturing or stimulating is to be part of the work for which a permit is sought and is noted as such on the Form IV-2 filed in connection therewith.
- 16) Anticipated formation for which well will be completed
- 17) Self explanatory
- 18) Depth to deepest freshwater, and shallowest salt water, taken from nearby wells corrected for differences in elevation
- 19) All coal seam depths
- 20) Proposed casing program and cementing refer to Code 22-4-5, 22-4-6, 22-4-7, 22-4-8, 22-4-8a Reg 9.01, 15.01, 15.02, 15.03, 15.04, 25.01, 25.02, 25.03, 25.04
- 21) Code 22-4-11(c) - In lieu of filing the lease or leases or other continuing contract or contracts, the applicant for a permit described herein may file the following:
  - (1) A brief description of the tract of land including the district and county wherein the tract is located;
  - (2) The identification of all parties to all leases or other continuing contractual agreements by which the right to extract, produce or market the oil or gas is claimed;
  - (3) The book and page number wherein each such lease or contract by which the right to extract, produce or market the oil or gas is recorded;
  - (4) A brief description of the royalty provisions of each such lease or contract.
- 22) Code 22-4-11(d) and 22-4-11(e).
- 23) Regulation 7.02 of the Department of Mines provides that the original and four copies of Form IV-2 must be filed with the Department, accompanied by (i) a plat in the form prescribed by Regulation 11, (ii) a bond in one of the forms prescribed by Regulation 12, or in lieu thereof the other security allowed by Code §22-4-2, (iii) Form IV-9, "Reclamation Plan", applicable to the reclamation required by Code §22-4-12b and Regulation 23, (iv) unless previously paid on the same well, the fee required by Code §22-4-12a, and (v) if applicable, the consent required by Code §22-4-8a from the owner of any water well or dwelling within 200 feet of the proposed well.
- 24) The above named coal operator, coal owner(s), and coal lessee are hereby notified that any objection they wish to make or are required to make by Code §22-4-3 must be filed with the Department of Mines within fifteen (15) days after the receipt of this Application by the Department.

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

WAIVER

10/20/2023

The undersigned coal operator \_\_\_\_\_ / owner \_\_\_\_\_ / lessee \_\_\_\_\_ / of the coal under this well location has examined this proposed well location. If a mine map exists which covers the area of the well location, the well location has been added to the mine map. The undersigned has no objection to the work proposed to be done at this location, provided, the well operator has complied with all applicable requirements of the West Virginia Code and the governing regulations.

Date: \_\_\_\_\_, 19\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_



1) Date: Sept. 27, 19 83  
 2) Operator's Well No. A-1303 McMullan  
 3) API Well No. 47 - 083 - 0747-REN  
 State County Permit

Renewal

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

- 4) WELL TYPE: A Oil XX / Gas XX /  
 B (If "Gas", Production XX / Underground storage XX / Deep XX / Shallow XX)
- 5) LOCATION: Elevation: 2831' Watershed: Pleasant Run  
 District: Middle Fork County: Randolph Quadrangle: Cassity 7.5'
- 6) WELL OPERATOR Alamco, Inc. 7) DESIGNATED AGENT D. L. Wheeler  
 Address P. O. Box 1740 Address P. O. Box 1740  
Clarksburg, WV 26301 Clarksburg, WV 26301
- 8) OIL & GAS INSPECTOR TO BE NOTIFIED 9) DRILLING CONTRACTOR:  
 Name Robert Stewart Name Development Drilling Corporation  
 Address P. O. Box 345 Address P. O. Drawer 1740  
Jane Lew, WV 26328 Clarksburg, WV 26301
- 10) PROPOSED WELL WORK: Drill XX / Drill deeper XX / Redrill XX / Stimulate XX /  
 Plug off old formation XX / Refrill new formation XX /  
 Other physical change in well (specify) XX
- 11) GEOLOGICAL TARGET FORMATION, E1k
- 12) Estimated depth of completed well, 5,400' feet
- 13) Approximate trata depths: Fresh, - feet; salt, 2,391 feet.
- 14) Approximate coal seam depths: 911 - 921 Is coal being mined in the area? Yes XX / No XX
- 15) CASING AND TUBING PROGRAM

RECEIVED  
 SEP 29 1983  
 OIL & GAS DIVISION  
 DEPT. OF MINES

CASING OR TUBING TYPE	SPECIFICATIONS					FOOTAGE INTERVALS		CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS
	Size	Grade	Weight per ft.	New	Used	For drilling	Left in well		
Conductor	16"				X	20'	20'	Cement to surface	
Fresh water									
Coal	8-5/8"		20#	X		1,300'	1,300'	Cement to surface	By Rule 15-05
Intermediate									
Production Tubing	4-1/2"		10.55#			5,400'	5,400'	Required by Rule 15.01	
Liners									Perforations: Top Bottom

OFFICE USE ONLY  
 DRILLING PERMIT

Permit number 47-083-0747-REN Date October 17, 1983

This permit covering the well operator and well location shown below is evidence of permission granted to drill in accordance with the pertinent legal requirements subject to the conditions contained herein and on the reverse hereof. **Notification must be given to the District Oil and Gas Inspector, (Refer to No. 8) Prior to the construction of roads, locations and pits for any permitted work.** In addition, the well operator or his contractor shall notify the proper district oil and gas inspector 24 hours before actual permitted work has commenced.)

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

Permit expires October 17, 1985 unless well work is commenced prior to that date and prosecuted with due diligence.

Bond: <u>BB</u>	Agent: <u>OK</u>	Plat: <u>[Signature]</u>	Casing: <u>[Signature]</u>	Fee: <u>24697</u>
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[Signature]  
 Administrator, Office of Oil and Gas

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



OFFICE USE ONLY

PERMIT MODIFICATIONS AND CONDITIONS (IF ANY) TO THE PROPOSED WELL WORK

1) WELL LOCATION: Bitt Gas, Production  
 2) WELL OPERATOR: Bitt Gas, Inc.  
 3) OIL & GAS INSPECTOR TO BE NOTIFIED: [Name]  
 4) PROPOSED WELL WORK: [Description]  
 5) GEOLOGICAL TARGET FORMATION: [Description]  
 6) CASING AND TUBING PROGRAM: [Description]

OFFICE USE ONLY

This part of Form IV-2(b) is to record the dates of certain occurrences and any follow-up inspections.

	Date	Date(s)
Application received		
Well work started		
Completion of the drilling process		
Well Record received		
Reclamation completed		

OTHER INSPECTIONS

Reason: \_\_\_\_\_

Reason: \_\_\_\_\_

Inspector	Agent	Permit	Casing	Log
[Signature]	[Signature]	[Signature]	[Signature]	[Signature]

10/20/2023

NOTE: Keep one copy of this permit posted at the drilling location. See the reverse side of the APPLICANT'S COPY for instructions to the well operator.

IV-9  
S-511



Date DECEMBER 17, 1982  
Well No. A-1303  
API No. 47 - 083 - 0747-  
State County Permit REN



State of West Virginia  
Department of Mines  
Oil and Gas Division

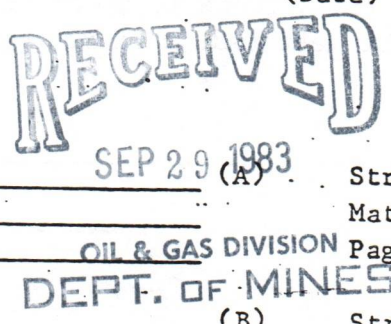
CONSTRUCTION AND RECLAMATION PLAN

Company Name Allegheny Land & Mineral Co.  
Address P. O. Box 1740  
Clarksburg, West Virginia  
Telephone 623-6671  
Landowner WESTVACO

Designated Agent Daniel L. Wheeler  
Address P. O. Box 1740  
Clarksburg, West Virginia  
Telephone 623-6671  
Soil Cons. District TYGART VALLEY

Revegetation to be carried out by Halls Reclamation, Inc. (Agent)

This plan has been reviewed by Tygart Valley SCD. All corrections  
additions become a part of this plan. 12-24-82 (Date) Michael H. H. H. (SCD Agent)



ACCESS ROAD	LOCATION
Structure <u>Drainage Ditch</u> (A) Material <u>Earthen</u> Page Ref. Manual <u>2-12</u>	Structure <u>DRAINAGE Ditch</u> (1) Material <u>Earthen</u> Page Ref. Manual <u>2-12</u>
Structure <u>CULVERTS</u> (B) Material <u>16" I.D. (WHERE NEEDED)</u> Page Ref. Manual <u>2:5</u>	Structure <u>Riprap</u> (2) Material <u>ROCK</u> Page Ref. Manual <u>N/A</u>
Structure <u>Riprap</u> (C) Material <u>Rock</u> Page Ref. Manual <u>N/A</u>	Structure _____ (3) Material _____ Page Ref. Manual _____

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

REVEGETATION

TREATMENT AREA I	TREATMENT AREA II
Lime <u>3</u> Tons/acre or correct to pH <u>6.5</u>	Lime <u>3</u> Tons/acre or correct to pH <u>6.5</u>
Fertilizer <u>600</u> lbs/acre (10-20-20 or equivalent)	Fertilizer <u>600</u> lbs/acre (10-20-20 or equivalent)
Mulch Straw <u>2</u> Tons/acre	Mulch Straw <u>2</u> Tons/acre
Seed* <u>KENTUCKY 31</u> 40 lbs/acre	Seed* <u>KENTUCKY 31</u> 40 lbs/acre
<u>DOMESTIC RYEGRASS</u> 10 lbs/acre	<u>DOMESTIC RYEGRASS</u> 10 lbs/acre
<u>BIRDSFOOT TREFOIL</u> 10 lbs/acre	<u>BIRDSFOOT TREFOIL</u> 10 lbs/acre

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

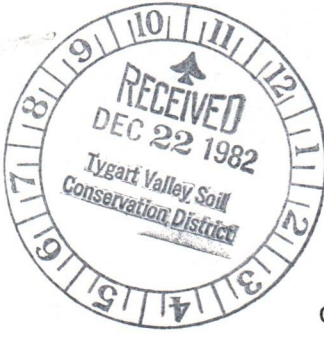
NOTES: Please request landowners' cooperation to protect new seedling for one growing season. Attach separate sheets as necessary for comments.

PLAN PREPARED BY Daniel L. Wheeler 10/20/2023  
ADDRESS P. O. Drawer 1740  
Clarksburg, West Virginia 26301-1740  
PHONE NO. 623-6671





Date DECEMBER 17, 1982  
Well No. A-1303  
API No. 47 - 083 - 0747 *Pen*  
State County Permit



State of West Virginia  
Department of Mines  
Oil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN

Company Name Allegheny Land & Mineral Co.  
Address P. O. Box 1740  
Clarksburg, West Virginia  
Telephone 623-6671  
Landowner WESTYACO

Designated Agent Daniel L. Wheeler  
Address P. O. Box 1740  
Clarksburg, West Virginia  
Telephone 623-6671  
Soil Cons. District TYGART VALLEY

Vegetation to be carried out by Halls Reclamation, Inc. (Agent)

This plan has been reviewed by Tygart Valley SCD. All corrections and additions become a part of this plan. 12-24-82 (Date) Charles Hellick (SCD Agent)

ACCESS ROAD

LOCATION

Structure Drainage Ditch (A)  
Spacing Earthen  
Page Ref. Manual 2-12

Structure Drainage Ditch (1)  
Material Earthen  
Page Ref. Manual 2-12

Structure CULVERTS (B)  
Spacing 16" I.D. (WHERE NEEDED)  
Page Ref. Manual 2:5

Structure Riprap (2)  
Material Rock  
Page Ref. Manual N/A

Structure Riprap (C)  
Spacing Rock  
Page Ref. Manual N/A

Structure \_\_\_\_\_ (3)  
Material \_\_\_\_\_  
Page Ref. Manual \_\_\_\_\_

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

REVEGETATION

TREATMENT AREA I

TREATMENT AREA II

Lime 3 Tons/acre  
or correct to pH 6.5  
Fertilizer 600 lbs/acre  
(10-20-20 or equivalent)

Lime 3 Tons/acre  
or correct to pH 6.5  
Fertilizer 600 lbs/acre  
(10-20-20 or equivalent)

Mulch Straw 2 Tons/acre  
Seed\* KENTUCKY 31 40 lbs/acre  
DOMESTIC RYEGRASS 10 lbs/acre  
BIRDSEED TREFOIL 10 lbs/acre

Mulch Straw 2 Tons/acre  
Seed\* KENTUCKY 31 40 lbs/acre  
DOMESTIC RYEGRASS 10 lbs/acre  
BIRDSEED TREFOIL 10 lbs/acre

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

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

PLAN PREPARED BY Daniel L. Wheeler 10/20/2023

ADDRESS P. O. Drawer 1740  
Clarksburg, West Virginia 26301-1740

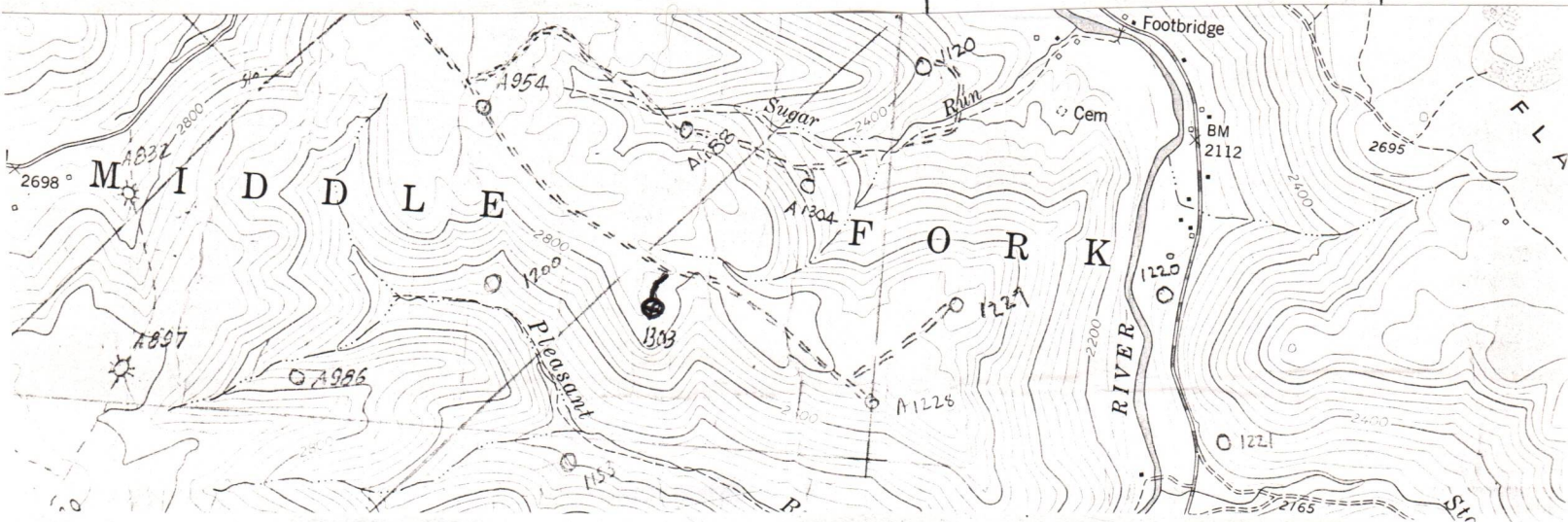
PHONE NO. 623-6671

TRACED OR PHOTOCOPY SECTION OF  
 INVOLVED TOPOGRAPHIC MAP.  
 SCALED TO CASSITY 7.5'

**LEGEND**

Well Site ○

Access Road ———



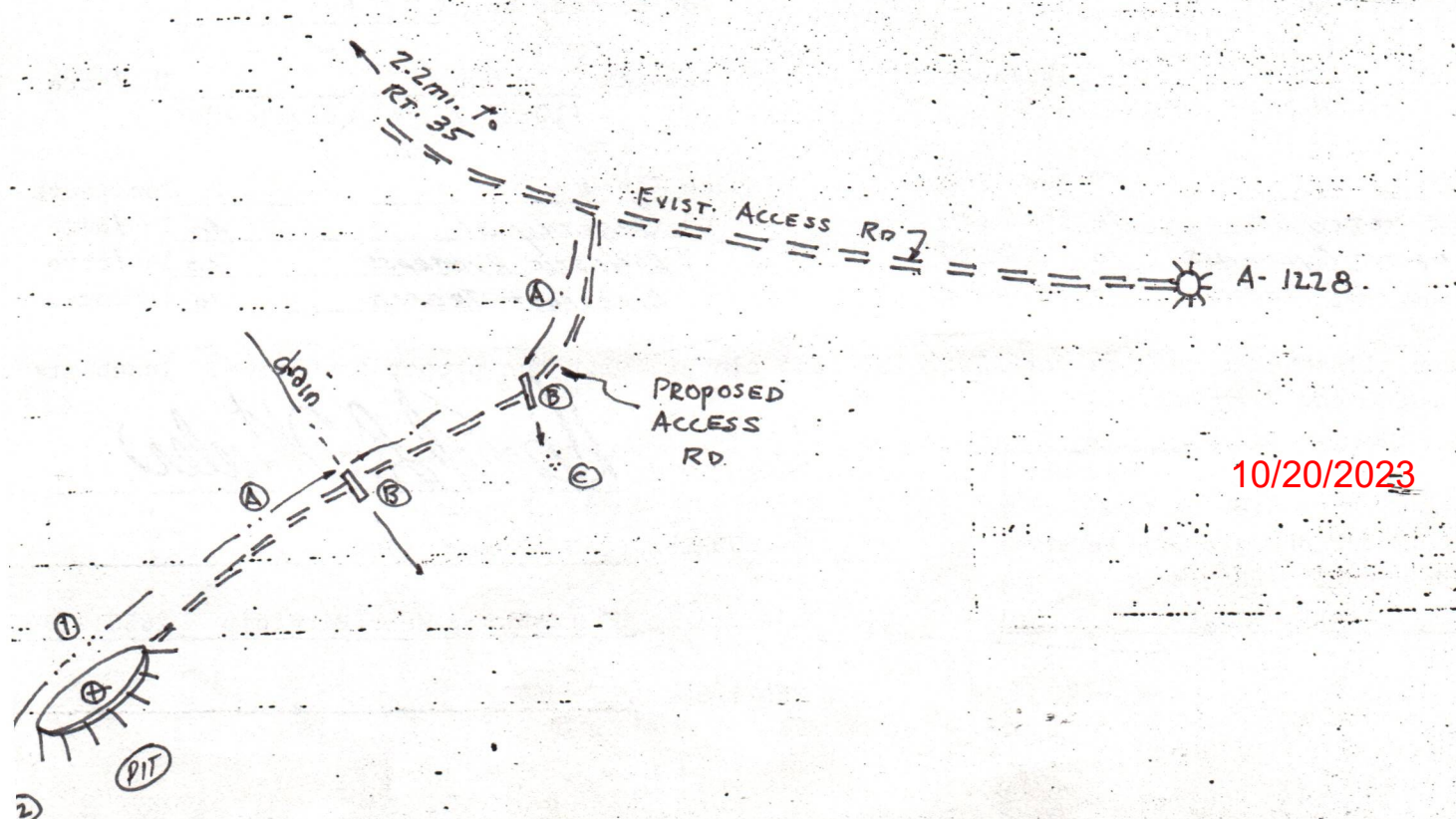
Sketch to include well location, existing access road, roads to be constructed, wellsite, drilling pits and necessary structures numbered or lettered to correspond with the first part of this plan. Include all natural drainage.

**LEGEND**

Property boundary	———▲———▲———▲———▲———▲———	Diversion	//////
Road	====	Spring	○→
Existing fence	—x—x—x—x—	Wet Spot	♂
Planned fence	—/—/—/—/—	Building	■
Stream	~~~~~	Drain pipe	—○→○→
Open ditch	——→——→——→	Waterway	←====

**COMMENTS:**

Slope of access road 4 % -- 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. If revision is made, revised plan will be submitted.



10/20/2023



1) Date: September 27, 1983  
2) Operator's  
Well No. A-1303 McMullan  
3) API Well No. 47 083 0747  
State County Permit

STATE OF WEST VIRGINIA  
DEPARTMENT OF MINES, OFFICE OF OIL & GAS  
NOTICE OF APPLICATION FOR A WELL WORK PERMIT

RENEWED

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

(i) Name Westvaco  
Address 203 Randolph Avenue  
Elkins, WV 26241  
(ii) Name \_\_\_\_\_  
Address \_\_\_\_\_  
(iii) Name \_\_\_\_\_  
Address \_\_\_\_\_

5(i) COAL OPERATOR  
Address \_\_\_\_\_

5(ii) COAL OWNER(S) WITH DECLARATION ON RECORD:  
Name Harry McMullen  
Address P. O. Box 8

Washington, NC 27889  
Name John G. Davisson, Trustee  
Address 1 East 4th Street  
Weston, WV 26452

5(iii) COAL LESSEE WITH DECLARATION ON RECORD:  
Name \_\_\_\_\_  
Address \_\_\_\_\_

RECEIVED

SEP 29 1983

*A-1303 Renewed*  
P 406 789 554  
RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—  
NOT FOR INTERNATIONAL MAIL

Harry McMullen (verse)  
P.O. Box 8  
Washington, North Carolina  
Street and No.  
P.O., State and ZIP Code  
Postage \$  
Certified Fee  
Special Delivery Fee  
Restricted Delivery Fee  
Return Receipt Showing to whom and Date Delivered  
Return Receipt Showing to whom, Date, and Address of Delivery  
TOTAL Postage and Fees \$  
Postmark or Date  
SEP 29 1983

OIL & GAS DIVISION  
DEPT. OF MINES

PERSON(S) NAMED ABOVE: You should have received this Form and the Application for a Well Work Permit...  
A-1303 Renewed  
P 406 789 601  
RECEIPT FOR CERTIFIED MAIL  
NO INSURANCE COVERAGE PROVIDED—  
NOT FOR INTERNATIONAL MAIL

John G. Davisson (verse)  
Trustee  
1 East 4th Street  
Weston, West Virginia 26452  
P.O., State and ZIP Code  
Postage \$  
Certified Fee  
Special Delivery Fee  
Restricted Delivery Fee  
Return Receipt Showing to whom and Date Delivered  
Return Receipt Showing to whom, Date, and Address of Delivery  
TOTAL Postage and Fees \$  
Postmark or Date  
SEP 29 1983

*A-1303 Renewed*  
P 406 789 583  
RECEIPT FOR CERTIFIED MAIL  
NO INSURANCE COVERAGE PROVIDED—  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

Westvaco  
203 Randolph Avenue  
Elkins, West Virginia 26241  
P.O., State and ZIP Code  
Postage \$  
Certified Fee  
Special Delivery Fee  
Restricted Delivery Fee  
Return Receipt Showing to whom and Date Delivered  
Return Receipt Showing to whom, Date, and Address of Delivery  
TOTAL Postage and Fees \$  
Postmark or Date

- Check and provide:  
 Included is the...  
 The requirement...  
7) ROYALTY PROVISION: Is the right to... or other contract... for compensation... to the volume of...

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

See the reverse side for line item instructions, and for instructions concerning the required copies of the Notice and Application, plat, and Construction and Reclamation Plan.

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

this 27 day of September, 1983.  
My commission expires Feb. 14, 1989.

Notary Public, Harrison County,  
State of West Virginia

WELL OPERATOR ALAMCO, INC.

By Donald S. Miller  
Its Vice President  
Address P. O. Box 1740  
Clarksburg, WV 26301  
Telephone 304-623-6671

10/20/2023

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

CONCERNING THE LINE ITEMS:

- 1) Date of Notice.
- 2) Your well name and number.
- 3) To be filled out by the Office of Oil & Gas.
- 4) & 5) Use separate sheet if necessary.
- 4) Surface owner(s) of record to be served with Notice and Application. However, see also Code § 22-4-1b(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 § 22-4-1k 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 § 22-4-1k(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 § 22-4-1a(c) and 22-3-12a, and (v) if applicable, the consent 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 § § 22-4-1m, 22-4-2, 22-4-2a, and 22-4-2b.

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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:

<u>Grantor, lessor, etc.</u>	<u>Grantee, lessee, etc.</u>	<u>Royalty</u>	<u>Book Page</u>
John G. Davisson, etal	Columbia Gas	1/8	273 390
Columbia Gas	ALAMCO	(Not recorded)	

10/20/2023

LEASE AGREEMENT

677

40153

THIS LEASE AGREEMENT, made and entered into the 10th day of August, 1971, to be effective as of August 1, 1971, by and between JOHN G. DAVISSON, TRUSTEE, 1 East Fourth Street, Weston, West Virginia, CONNECTICUT GENERAL LIFE INSURANCE COMPANY, A Connecticut corporation, and HARRY McMULLAN, JR., and wife, NEVA S. McMULLAN, Route 5, Box 394, Washington, North Carolina 27889, hereinafter referred to as "Lessor," and <sup>COLUMBIA GAS TRANSMISSION CORPORATION successor to</sup> THE MANUFACTURERS LIGHT AND HEAT COMPANY, a Pennsylvania corporation, having its principal office and place of business at 800 Union Trust Building, Pittsburgh, Pennsylvania 15219, hereinafter referred to as "Lessee."

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

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

ENTERED LAND DEPT.  
*S. M. ...*  
 DATE 9-16-71

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

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 OIL & GAS DIVISION  
 DEPT. OF MINEE

by injecting into, holding in storage therein and withdrawing the  
product of the source thereof by pumping or otherwise, either to  
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,  
Randolph 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 Arnold 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 January 30, 1960, the legend of which map is entitled  
"Property Map of Moore, Keppel and Company, Inc., Lying in  
Randolph and Upshur Counties, West Virginia, Being Conveyed to  
Connecticut General Life Insurance Company," prepared by J.  
Walter Jones, Jr., a certified land surveyor of the State of Virginia,  
as shown by his certificate attached to said map, and a copy of  
which is recorded in the County Clerk's Office of Randolph County,  
West Virginia.

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

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

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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 jointly 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-eighths (7/8ths) working interest in the oil and all of the gas produced and recovered under the terms of this agreement are hereby granted, bargained, and sold unto Lessee by Lessor.

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

land leased hereunder or any portion thereof, or any land pooled or unitized with the whole or any part thereof as provided below in Paragraph 4 is either (a) operated by Lessee in the search for or production of oil and gas, including all solid, liquid and gaseous substances comprising constituents thereof, such as natural gasoline, casinghead gas, condensate, and related hydrocarbons in paying quantities, or drilling operations/being carried on as hereinafter provided with the right of extension of said lease thereof by payment of rentals as set forth in Article 6 hereafter; or (b) the leased premises or any part thereof, including any underlying stratum, sand or formation leased hereunder is used by the Lessee for gas storage purposes by injecting, withdrawing or holding gas therein or protecting gas thereby alone or jointly 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 (1/8) production royalties provided in Paragraph 5 of this Lease, such proportional share of the aforesaid one-eighth (1/8) oil or gas production royalty as provided for in said Paragraph 5 of this Lease, produced from each production well operated on the unitized acreage as the actual number of acres in the leased premises which may be included from time to time in any such drilling unit bears to the total number of acres included in any such unit. The commencement, drilling, completion of, or production from a well or any portion of such unit shall have the same effect upon the terms of this Lease, except for the payment of royalties, as if such a well were commenced, drilled, completed or producing on any land included in this Lease itself. In the event, however, that a portion only of the premises herein leased should be included from time to time in such a drilling unit, delay rental thereafter shall be paid to Lessor only on that part of the aforesaid leased premises which remains outside such unit or units when the same are formed. Lessee shall have the same rights of ingress and egress over the leased premises in case of such unit development for the development, drilling and operation of wells located on other acreage in the same unit as are granted by this Lease for wells located on it, but free gas shall be only furnished to and under the terms of the individual lease upon which a producing gas well is located.

5. ROYALTIES. In consideration of the premises, Lessee 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-



eighteenth (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.

(2) To pay a royalty of all gas, including all substances contained 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.

6. RENTALS. Lessee covenants and agrees to pay and Lessor 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

royalty payable hereunder being deducted therefrom by Lessee. Should the first well drilled hereunder during said five (5) year period be a dry hole, or deemed by its Lessee unprofitable to operate, Lessee shall still be obligated during such first five (5) year period only to pay Lessor the minimum amount hereinabove provided until such time during such first five (5) year period as gas is produced, in paying quantities or a well entitling Lessor to royalty under Article 5 is completed on said premises. Thereafter the Lessee shall have the right to deduct credit for such royalty from the minimum payment provided above. The aforementioned minimum production rental payment above shall continue at the end of the said five (5) year period ending 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.

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

premises and its determination shall be final and conclusive. As full compensation for the storage rights herein granted and in lieu of all delay rental or minimum annual production payment as defined, royalty otherwise provided hereunder to be paid to Lessor for the right to produce or for the production of stored gas from the leased premises, Lessee agrees to pay Lessor an annual storage rental of Two Dollars (\$2.00) per acre in advance commencing with the date of utilization of any depleted stratum for storage purposes and for as long thereafter as the stratum so is utilized. Lessee further agrees to pay Lessor, in addition to surface damages provided in Article 8 as liquidating damages for the drilling, operation, and maintenance of each well on the premises which is utilized for storage of gas, as well as for the necessary or useful surface rights and privileges relating thereto, for the entire term of this agreement, the sum of One Hundred Dollars (\$100.00) as damages payable in one sum within three (3) months after each well now existing or hereafter drilled upon the premises is so utilized. Lessee agrees to give Lessor written notice of the use of the leased premises or of any wells drilled thereon for the storage of gas.

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

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

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

damage to growing crops caused by operations under this Lease.

Lessee shall pay to Lessor the fair amount of any surface damage occasioned by the acts of it or its agents while operating under the authority of this Lease Agreement. In this sense, timber and pulpwood are considered a "growing crop," as referred to in the 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 developed and operated as one lease and there shall be no obligation on the part of the Lessee to offset wells on separate tracts into which the land covered by this Lease may hereafter be divided by sale, demise, descent or otherwise.

10. OUTSTANDING INTEREST. Acreage rentals, or royalties on any well, or wells paid and to be paid, as herein provided, are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells to offset producing wells on adjoining or adjacent premises. Should it be determined that Lessor owns only a fraction of the fee simple in the oil and gas in the above described lands, then Lessor shall receive such fraction only of the rentals and royalties above specified. This Lease shall extend to and bind any interest or estate in the oil and gas in the above described lands hereafter acquired by Lessor.

11. PAYMENTS. All payments that become due Lessor hereunder may be made direct to Lessor by check, made payable and mailed or personally given direct to:

(1) Four-sevenths (4/7ths) (\$142.86 quarterly in advance insofar as minimum payments are concerned) to Harry McMullan, Jr.,  
Route # 5, Box 394, Washington, North Carolina 27889

(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.

12. 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

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

13. SURRENDER. It is agreed that Lessee at any time after the first five (5) years from the effective date of this Lease shall have the right to surrender or cancel this Lease on all or any part of the acreage by delivering or mailing to the Lessor notice of such surrender or placing the same of record in the proper county where acreage included therein is located, upon the payment or tender of One Dollar (\$1.00) to Lessor and all other amounts then due Lessor as provided herein, and thereupon Lessor shall be released and discharged from all payments, obligations, covenants and conditions herein contained and this Lease shall be null and void as to the land in respect to which a surrender is made. In the event of a surrender by Lessor of all its rights on a part of this leased acreage only, 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.

14. CONVEYANCE OF PREMISES. In case of a conveyance of all 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.

15. FEDERAL AND STATE LAWS. All express and implied covenants 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.

16. ASSIGNMENT. All or any part of interests and rights acquired under this Lease may be assigned to any reputable firm or corporation approved by Lessor but said assignment shall not be in effect until such time as Lessee notifies the 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.

18. 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.

19. ENTIRE CONTRACT. It is agreed that no verbal representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying, or as an inducement to execute this agreement.

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

ATTEST:

J. B. Rutledge  
~~SECRETARY~~ - J. B. Rutledge  
Assistant Secretary

WITNESS:

Shirley B. Chesebrough

CONNECTICUT GENERAL LIFE  
INSURANCE COMPANY

By G. H. Beadles  
President G. H. Beadles  
Second Vice President

Harry McMullan, Jr. (SEAL)  
Harry McMullan, Jr.

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WITNESS:

Marjorie E. Chesser

Edward W. Beadles

Debra S. McMullan (SEAL)  
Debra S. McMullan

John G. Davisson (SEAL)  
John G. Davisson, Trustee

COLUMBIA GAS TRANSMISSION CORPORATION  
successor to

THE MANUFACTURERS LIGHT AND  
HEAT COMPANY

By: J. E. Alvin  
Vice President  
Pittsburgh Division

Jan  
JLB

ATTEST:

Betty J. Wells

STATE OF TEXAS )  
COUNTY OF DALLAS )

To Wit:

I, Betty J. Wells, a notary public of said county,  
do certify that G. H. Beadles who signed the writing above ( or  
hereto annexed), bearing date the 10th day of August, 1971,  
for CONNECTICUT GENERAL LIFE INSURANCE COMPANY, 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 16th day of August, 1971. My  
commission expires: June 1, 1973.

Betty J. Wells  
Notary Public

SEAL

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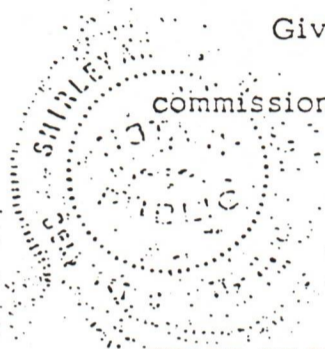
STATE OF NORTH CAROLINA )  
COUNTY OF BEAUFORT )

To Wit:

I, Shirleyan B. Chesson, a notary public of said county, do certify that Harry McMullan, Jr., and Neva S. McMullan, whose names are signed to the writing above (or hereto annexed) bearing date the 10<sup>th</sup> day of August, 1971, have this day acknowledged the same before me, in my said county.

Given under my hand this 10<sup>th</sup> day of August, 1971. My commission expires January 11, 1975.

Shirleyan B. Chesson  
Notary Public



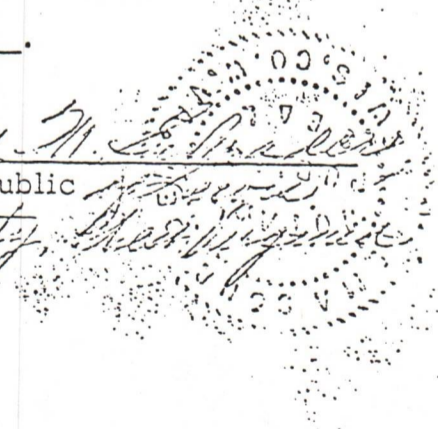
STATE OF WEST VIRGINIA )  
COUNTY OF LEWIS )

To Wit:

I, Alma M. Schrader, 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 10<sup>th</sup> day of August, 1971, has this day acknowledged the same before me, in my said county.

Given under my hand this 10<sup>th</sup> day of August, 1971. My commission expires: March 24 1974.

Alma M. Schrader  
Notary Public  
County, West Virginia



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OIL & GAS DIVISION  
DEPT. OF MINES

I, Walter A. Perrin, a notary public of said county,  
do certify that W. E. Almuist who signed the writing  
above (or hereto annexed), bearing date the 10th day of August,  
COLUMBIA GAS TRANSMISSION CORPORATION successor to  
1971, for THE MANUFACTURERS LIGHT AND HEAT COMPANY, 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 13th day of September, 1971.

My Commission expires: \_\_\_\_\_



WALTER A. PERRIN, Notary Public  
Pittsburgh, Allegheny Co., Pa.  
My Commission Expires  
February 1, 1973

Walter A. Perrin  
Notary Public

West Virginia Randolph County Court Clerk's Office: SEP 27 1971  
This Instrument was this day presented to me in my office, and  
therein together with the Certificate thereto annexed, is  
admitted to record.

Tested: Charles H. Harnisch Clerk

FILED  
1971 SEP 27 AM 9:29

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JAN 24 1984



Date January 6, 1984  
Operator's \_\_\_\_\_  
Well No. A-1303  
Farm McMullan  
API No. 47 - 083 - 0747 **REN**

OIL & GAS DIVISION  
**DEPT. OF MINES**

STATE OF WEST VIRGINIA  
**DEPARTMENT OF MINES**

**OIL and GAS DIVISION**

WELL OPERATOR'S REPORT  
OF

DRILLING, FRACTURING AND/OR STIMULATING, OR PHYSICAL CHANGE

WELL TYPE: OIL  / GAS  / LIQUID INJECTION  / WASTE DISPOSAL   
(If "Gas", Production  / Underground Storage  / Deep  / Shallow  /)

LOCATION: Elevation: 2831' Watershed Pleasant Run  
District: Middle Fork County: Randolph Quadrangle: Cassity 7.5'

COMPANY ALAMCO, Inc.  
200 West Main Street  
ADDRESS Clarksburg, West Virginia 26301

DESIGNATED AGENT ALAMCO, Inc.  
200 West Main Street  
ADDRESS Clarksburg, West Virginia 26301

SURFACE OWNER Westvaco  
ADDRESS 203 Randolph Ave., Elkins, WV

MINERAL RIGHTS OWNER Neva McMullen et al  
ADDRESS P.O. Box 8, Washington, NC 27889

OIL AND GAS INSPECTOR FOR THIS WORK Robert Stewart  
ADDRESS P.O. Box 345, Jane Lew, WV

PERMIT ISSUED October 17, 1983

DRILLING COMMENCED November 19, 1983

DRILLING COMPLETED December 4, 1983

IF APPLICABLE: PLUGGING OF DRY HOLE ON CONTINUOUS PROGRESSION FROM DRILLING OR REWORKING. VERBAL PERMISSION OBTAINED ON \_\_\_\_\_

Casing & Tubing Size	Used in Drilling	Left in Well	Cement fill up Cu. Ft.
20-16 Cond.			
13-10"			
9 5/8"			
8 5/8"	919'	919'	to surface
7"			
5 1/2"			
4 1/2"	5140'	5140'	w/260 sks 3550'
3			
2			
Liners used			

GEOLOGICAL TARGET FORMATION Elk DEPTH 5400 FEET

Depth of completed well 5305 feet Rotary x / Cable Tools \_\_\_\_\_  
Water Strata depth: Fresh 40 feet Salt 2385 feet  
Coal seam depth: 94-95, 206-207, 529-531' Is coal being mined in this area? No

OPEN FLOW DATA  
Producing formation Elk, Benson Pay zone depth (see back) \_\_\_\_\_ feet  
Gas: Initial open flow No show Mcf/d Oil: Initial open flow \_\_\_\_\_ Bbl/d  
Final open flow 539 Mcf/d Final open flow \_\_\_\_\_ Bbl/d  
Time of open flow between initial and final tests 2 hours  
Static rock pressure 1575 psig ( surface measurement after 30 hours shut-in  
(If applicable due to multiple completion--)

Second producing formation \_\_\_\_\_ Pay zone depth 10/20/2023 feet  
Gas: Initial open flow \_\_\_\_\_ Mcf/d Oil: Initial open flow \_\_\_\_\_ Bbl/d  
Final open flow \_\_\_\_\_ Mcf/d Final open flow \_\_\_\_\_ Bbl/d  
Time of open flow between initial and final tests \_\_\_\_\_ hours  
Static rock pressure \_\_\_\_\_ psig (surface measurement) after \_\_\_\_\_ hours shut-in  
(continue on reverse side)

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

Well was fractured December 10, 1983  
Perforations: 3892 - 3897 Benson  
5038 - 5044 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	0	4	1/4" stream water @ 40'
Sand	4	94	Gas check @ 1664' No show
Coal	94	95	Gas check @ 2222' No show
Sand & Shale	95	206	1-1/4" stream salt water @ 2385'
Coal	206	207	Gas check @ 2528' No show
Sand & Shale	207	529	Gas check @ 3283' No show
Coal	529	531	Gas check @ 3947' No show
Sand & Shale	531	1100	Gas check @ 4220' No show
Shale & Red Rock	1100	1215	Gas check @ 4824' No show
Sand & Shale	1215	1347	Gas check @ 5215' No show
Little Lime	1347	1375	
Sand & Shale	1375	1400	
Big Lime	1400	1574	
Injun	1574	1740	
Shale	1740	1982	
Gordon	1982	2014	
Shale	2014	2110	
Red Rock	2110	2208	
4th Sand	2208	2260	
Sand & Shale	2260	3532	
Balltown	3532	3637	
Sand & Shale	3637	3727	
Riley	3727	3743	
Shale	3743	3930	
Benson	3930	3972	
Shale	3972	4455	
Alexander	4455	4472	
Shale	4472	5016	
1st Elk	5016	5066	
Sand & Shale	5066	5305 T.D.	

(Attach separate sheets as necessary)

ALAMCO, Inc.

Well Operator

By:

*Raymond P. Donzga*

Vice President Oil & Gas Operations

Date:

January 6, 1984

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

10/20/2023

se



RECEIVED  
JUL 17 1984

OIL & GAS DIVISION  
DEPT. OF MINES

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

FINAL INSPECTION REPORT  
INSPECTORS COMPLIANCE REPORT  
February 3, 1984

COMPANY Alamco, Inc.  
200 West Main Street  
Clarksburg, West Virginia 26301

PERMIT NO 083-0747-REN. 10/83  
FARM & WELL NO McMullan-Westvaco #A-1303  
DIST. & COUNTY Middle Fork/Randolph

RULE	DESCRIPTION	IN COMPLIANCE	
		YES	NO
23.06	Notification Prior to Starting Work	_____	_____
25.04	Prepared before Drilling to Prevent Waste	_____	_____
25.03	High-Pressure Drilling	_____	_____
16.01	Required Permits at Well site	_____	_____
15.03	Adequate Fresh Water Casing	_____	_____
15.02	Adequate Coal Casing	_____	_____
15.01	Adequate Production Casing	_____	_____
15.04	Adequate Cement Strength	_____	_____
15.05	Cement Type	_____	_____
23.02	Maintained Access Roads	_____	_____
25.01	Necessary Equipment to Prevent Waste	_____	_____
23.04	Reclaimed Drilling Pits	_____	_____
23.05	No Surface or Underground Pollution	_____	_____
23.07	Requirements for Production & Gathering Pipelines	_____	_____
6.01	Well Records on Site	_____	_____
6.02	Well Records Filed	_____	_____
7.05	Identification Markings	_____	_____

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

SIGNED Phillip Gray  
DATE 7-6-84

our well record was received and reclamation requirements approved. In accordance with Chapter 22, Article 4, Section 2, the above well will remain under bond coverage for the life of the well.

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

TMS/r1s

July 23, 1984

DATE 10/20/2023

ASSIGNMENT OF DRILLING AND PRODUCTION RIGHTS

THIS AGREEMENT, made this 4<sup>th</sup> day of January, 1975, by and between COLUMBIA GAS TRANSMISSION CORPORATION, a Delaware corporation having an office and place of business at 800 Union Trust Building, Pittsburgh, Pennsylvania 15219, hereinafter referred to as "Columbia,"

A  
N  
D

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

WITNESSETH:

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

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

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

10/20/2023  
JAN 19 1983  
OIL & GAS DIVISION  
DEPT. OF MINES

WHEREAS, Columbia has agreed to assign and lease said interests, rights and privileges on said acreage to Allegheny, subject to the terms, conditions, reservations and exceptions hereinafter set forth in order to have said acreage tested and developed for natural gas in return for Columbia's right, inter alia, 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 00/100 DOLLAR (\$1.00), in hand paid by Allegheny to Columbia, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. Columbia does hereby assign, transfer and set over unto Allegheny, for and during the period of time this agreement remains in effect, the right to enter upon, drill, test, produce and develop shallow oil and gas only in all the shallow oil and gas sands or horizons underlying all the acreage described and included in the oil and gas leases described and identified in Exhibit "A" attached hereto and made a part hereof, such shallow oil and gas sands or horizons being more particularly defined herein as all those oil and gas sands or horizons beginning at the surface and extending down to and including the depth of 5,000 feet below such surface, subject to the terms and conditions of the said original leases, together with any amendments thereto, and the terms and conditions of this agreement.

EXCEPTING AND RESERVING unto Columbia, its successors and assigns, (i) the right to enter upon, drill, produce, explore and develop all the oil and gas from any deeper oil and gas sands or horizons underlying the acreage; and (ii) any and all leasehold right, title and interest in and to any gas storage rights and privileges, express or implied, in any and all oil and gas sands or horizons underlying the aforesaid leasehold acreage, together with any rights or privileges therein granted which are

10/20/2023



...of operations on the acreage included in said oil and gas leases.

2. Other than to represent that it has not previously granted or assigned to any other person, persons or corporation any assignment or farm out of drilling rights adverse to the rights granted in this agreement, Columbia makes no warranties of title conveyed under the oil and gas leases above referred to or of its title to the leasehold estates, it being understood that Allegheny will assume the risk of proving title and will do any curative work it and its attorney deem necessary, at its own expense, saving Columbia harmless from any claims or demands on the part of any person or persons or corporation claiming title adversely to Columbia or to its lessors.

3. Allegheny covenants and agrees that during the calendar year 1973 it will, at its sole cost and expense, drill or cause to be drilled five (5) wells on the acreage covered by the oil and gas leases comprising Exhibit "A" hereto, with at least one (1) well being drilled on each of the four (4) sections shown on the map attached hereto as Exhibit "B," said wells to be drilled with due diligence and in a good and workmanlike manner in accordance with accepted practices followed by prudent drilling operators in that geographic area until each well has been drilled to a depth sufficient to test the Benson Sand Horizon. The exact location of any wells shall be determined by Allegheny, but Allegheny covenants and agrees not to drill any new well or wells closer than 1,500 feet to any well then being operated by Columbia or by third parties on acreage included on any leased premises assigned herein.

4. During the drilling of any well on the above-described land or on unitized area including such land or any part thereof, Allegheny shall furnish Columbia with a <sup>10/20/2023</sup> copy of a daily drilling report, and Columbia's representatives shall have access to the premises and derrick floor at all times during the

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

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

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

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

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

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

10/20/2023

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

7. Before Allegheny abandons any well on the land herein described, it shall give to Columbia thirty (30) days' notice in writing of its intention to abandon such well, during which period of thirty (30) days Columbia shall have the right to purchase the well and materials thereon, together with the leasehold 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 drilled at mutually agreed spacing until the acreage covered hereunder is exhausted or until Allegheny chooses to discontinue its drilling program. It is understood between the parties hereto that each

10/20/2023

if the four (4) sections shall stand alone insofar as the continuous drilling obligation is concerned. It is further agreed that in the event Allegheny shall fail to drill 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.

10. The parties hereto agree that Columbia shall have 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 shall be purchased pursuant to the terms of Columbia's standard gas purchase agreement, a copy of which, identified as Exhibit "C," is attached hereto and made a part hereof. Allegheny agrees, upon tender by Columbia to Allegheny, to promptly execute said gas purchase agreement and to sell said gas to Columbia at at a rate of \$2 and 45/100 DOLLARS (\$2.45) per Mcf as provided for hereunder.

In the event Columbia should elect not to purchase the gas from any well or wells drilled pursuant to this agreement, Allegheny shall have the right to sell said gas elsewhere.

11. Should the first well or any subsequent wells 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.

12. Allegheny shall have the option to participate in any deep well or wells drilled on the acreage covered by Exhibit "A" hereto, it being understood that a deep well shall be defined as a well drilled to a depth below 5,000 feet from the surface. The extent of Allegheny's participation in such deep well or wells shall not exceed fifty percent (50%). In the event this agreement shall be terminated as provided for herein with respect to one or more of the four (4) sections defined in Exhibit "B," Allegheny's right of participation in any deep well or wells in that section or sections shall also terminate.

13. Allegheny shall pay to Columbia the following overriding royalties on commercially productive gas produced by Allegheny pursuant to this agreement:

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

10/20/2023

After all costs in connection with the drilling of the wells have been recovered, Allegheny shall pay to Columbia a 1/32 overriding 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.

(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.

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

Should either party breach this agreement in any of the ways hereinbefore set forth in any paragraph in this agreement, the other party shall have, in addition to the rights of reassignment hereinbefore set forth, the right to take any other appropriate legal action it may elect to take for breach of contract.

16. 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.

17. Allegheny shall be responsible for all operations to be performed by Allegheny under this agreement and shall protect, indemnify and save Columbia harmless from and against any and all liability, loss and damage arising from or in connection with its own operations including, but not limited to, all claims, demands, suits, judgments and liens brought or recovered against Columbia or imposed or claimed against the property of Columbia by or on behalf of any person or persons, firms or corporations on account of any injury or death to any person, as well as any loss or damage to any property of any person or persons, including lessors, caused by or growing directly or indirectly out of the

... shall be held liable for any damage or injury caused pursuant to this agreement, provided the same is caused by the fault, failure or negligence of Allegheny, its employees, agents or any contractor hired by it to perform operations hereunder.

Allegheny shall carry Workmen's Compensation and Employers' Liability 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 voluntary or involuntary petition, or in the event of the commencement of any other 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 by Allegheny shall terminate.

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



... of this agreement shall be null and void unless the terms and conditions specified in writing, signed by the parties hereto, and no prior course of dealing 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 Virginia shall govern the interpretation and performance of this agreement. Matters which are to be settled by arbitration pursuant to the terms of this agreement shall be determined by a panel of arbitrators composed of three disinterested persons, of whom Columbia and Allegheny shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.

23. This agreement shall extend to and include any renewals or modifications of the original leases set forth on Exhibit "A," together with new leases covering the same leasehold acreage.

10/20/2023

24. The obligations of Allegheny hereunder shall be suspended while Allegheny is prevented from complying therewith, in whole or in part, by strikes, lockouts, actions of the elements,

... matters, rules and regulations of any Federal, State, municipal or other governmental agency, or other matters or conditions beyond the control of Allegheny, whether similar to the matters or conditions 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

J. M. Tack  
Assistant Secretary

By W. E. Almond  
Vice President  
Pittsburgh Group

ATTEST:

ALLEGHENY LAND AND MINERAL COMPANY

William H. ...  
Its Secretary

By Robert D. Taylor  
President

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

10/20/2023

NOTARY PUBLIC STATE OF WEST VIRGINIA  
COUNTY OF MARIETTA TO WIT:

I, EDWARD S. JONES, a notary public of said County, do certify that W.E. ALMQUIST, who signed the writing above (or hereto annexed), bearing date the 4<sup>TH</sup> day of JANUARY, 1973, for COLUMBIA GAS TRANSMISSION CORPORATION, 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<sup>TH</sup> day of JANUARY, 1973.

My Commission Expires:  
EDWARD S. JONES  
Notary Public

Edward Jones  
Notary Public

STATE OF West Virginia }  
COUNTY OF Marietta } TO WIT:

I, Gloria C. Kirtas, a notary public of said County, do certify that Robert D. Taylor, who signed the writing above (or hereto annexed), bearing date the 4<sup>th</sup> day of January, 1973, for ALLEGHENY LAND AND MINERAL COMPANY, 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 4<sup>th</sup> day of January, 1973.

My Commission Expires:  
December 15, 1974

Gloria C. Kirtas  
Notary Public

10/20/2023

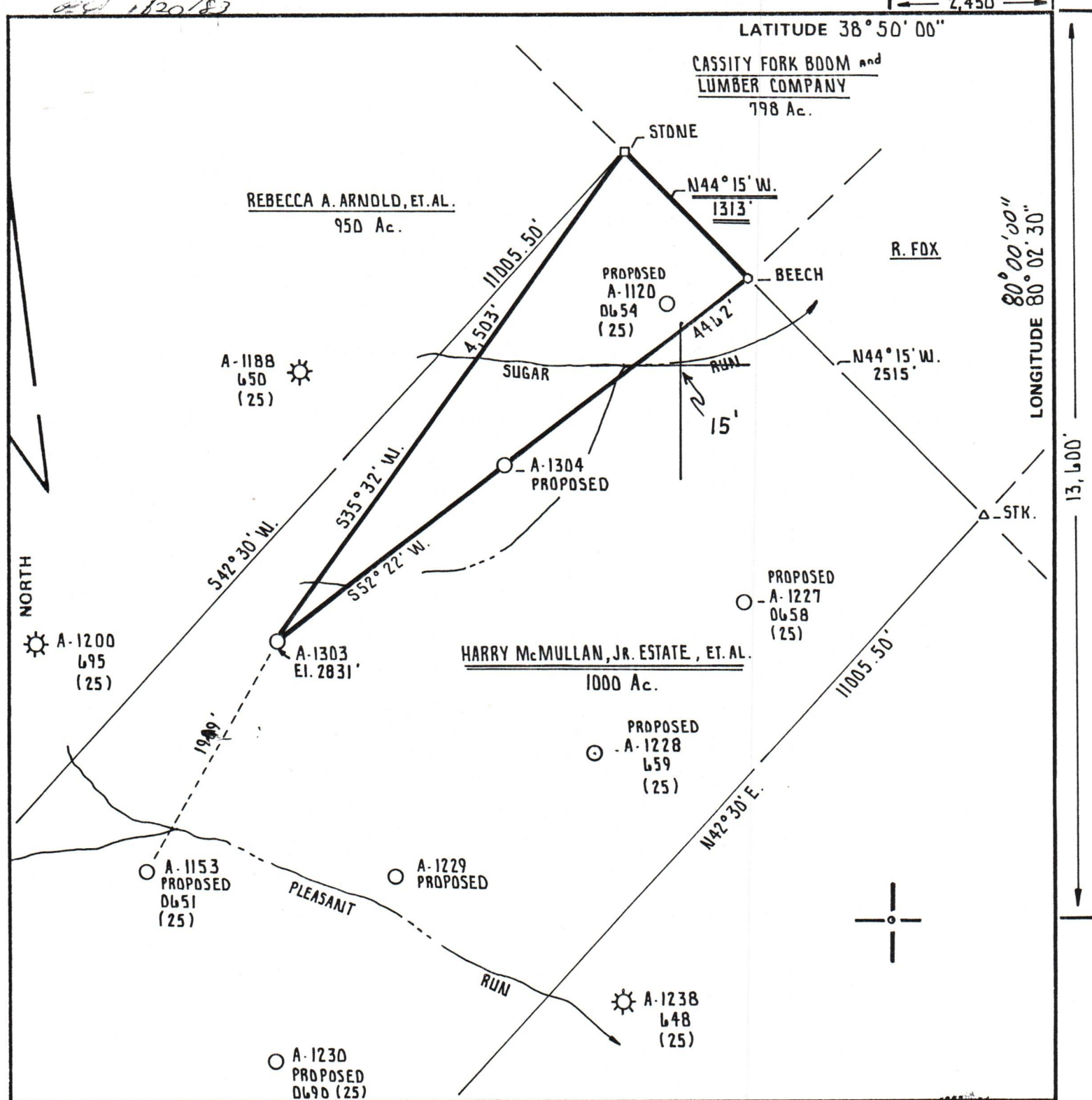
SCHEDULE OF LEASES SITUATE IN  
 ROARING CREEK AND MIDDLE FORK DISTRICTS  
 RANDOLPH COUNTY, WEST VIRGINIA, AND  
 WASHINGTON DISTRICT  
 UPSHUR COUNTY, WEST VIRGINIA  
 TO BE ASSIGNED TO  
 ALLEGHENY LAND AND MINERAL COMPANY

	<u>LESSOR</u>	<u>ACREAGE</u>	<u>DISTRICT</u>	<u>COUNTY</u>	<u>DATE OF LEASE</u>	<u>EXPIRATION DATE</u>	<u>RECORDED BOOK</u>	<u>PAGE</u>
1974	Harry Hollman, Jr., Agent	4,433.4	Roaring Creek & Middle Fork	Randolph	June 14, 1971	April 15, 1981	272	433
1973	Harry Hollman, Jr., Agent	2,539.0	Roaring Creek & Middle Fork	Randolph	June 14, 1971	April 15, 1981	272	449
1973	Harry Hollman, Jr., and Tom G. Davison, Trustee	1,000.0	Middle Fork	Randolph	August 10, 1971	August 1, 1981	273	390
1971	Harry Hollman, Jr., Agent	2,201.0	Middle Fork	Randolph	December 28, 1971	January 1, 1982	275	135
1971	Harry Hollman, Jr., Agent	584.0	Middle Fork & Washington	Randolph & Upshur	March 22, 1972	April 22, 1982	276	469
1971	William Grim Chesser and W. H. Falbot	1,139.0	Middle Fork	Randolph	February 25, 1971	March 25, 1981	270	665
1971	Robert A. Arnold, et al	976.0	Middle Fork	Randolph	June 18, 1971	April 15, 1981	273	578

ASSIGNMENT NUMBER 3147

EXHIBIT "A"

10/20/2023



FILE NO. \_\_\_\_\_  
 DRAWING NO. \_\_\_\_\_  
 SCALE 1" = 1000'  
 MINIMUM DEGREE OF ACCURACY 1 PART IN 200  
 PROVEN SOURCE OF ELEVATION ALLEGHENY LAND and MINERAL CO. - A-1228 API 659 ELEVATION 2718'

I THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND SHOWS ALL THE INFORMATION REQUIRED BY LAW AND THE REGULATIONS ISSUED AND PRESCRIBED BY THE DEPARTMENT OF MINES.  
 (SIGNED) Cecil R. Main  
 R.P.E. \_\_\_\_\_ L.L.S. 711



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



DATE DECEMBER 15<sup>th</sup>, 19 82  
 OPERATOR'S WELL NO. A-1303  
 API WELL NO. \_\_\_\_\_  
47 - 083 - 0747  
 STATE COUNTY PERMIT REN

(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS  
 WELL TYPE: OIL \_\_\_ GAS X LIQUID INJECTION \_\_\_ WASTE DISPOSAL \_\_\_  
 (IF "GAS,") PRODUCTION X STORAGE \_\_\_ DEEP \_\_\_ SHALLOW X  
 LOCATION: ELEVATION 2831' WATER SHED PLEASANT RUN  
 DISTRICT MIDDLE FORK COUNTY RANDOLPH  
 QUADRANGLE CASSITY 7.5'  
 SURFACE OWNER WESTVACO ACREAGE 1000 Ac.  
 OIL & GAS ROYALTY OWNER HARRY McMULLAN, JR. ESTATE, ET. AL. LEASE ACREAGE 1000 Ac. 10/20/2023  
 LEASE NO. 40153  
 PROPOSED WORK: DRILL X CONVERT \_\_\_ DRILL DEEPER \_\_\_ REDRILL \_\_\_ FRACTURE OR STIMULATE \_\_\_ PLUG OFF OLD FORMATION \_\_\_ PERFORATE NEW FORMATION \_\_\_ OTHER PHYSICAL CHANGE IN WELL (SPECIFY) \_\_\_\_\_  
 PLUG AND ABANDON \_\_\_ CLEAN OUT AND REPLUG \_\_\_  
 TARGET FORMATION ELK ESTIMATED DEPTH 5400'  
 WELL OPERATOR ALLEGHENY LAND and MINERAL CO. DESIGNATED AGENT DANIEL L. WHEELER  
 ADDRESS P.D. BOX 1740 ADDRESS P.D. BOX 1740  
CLARKSBURG, WEST VIRGINIA 26302-1740 CLARKSBURG, WEST VIRGINIA 26302-1740

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