

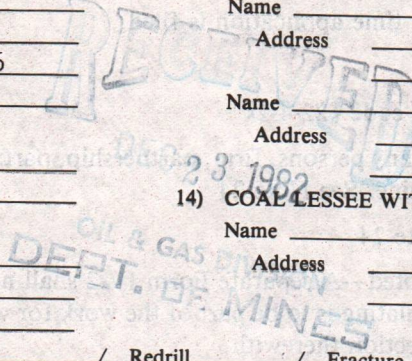


1) Date: December 21, 19 82  
 2) Operator's Well No. Gilmore #3  
 3) API Well No. 47 State 085 County 6140 Permit

DRILLING CONTRACTOR:  
Burdette Drilling  
Charleston, WV

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

- 4) WELL TYPE: A Oil X / Gas X /  
 B (If "Gas", Production \_\_\_\_\_ / Underground storage \_\_\_\_\_ / Deep \_\_\_\_\_ / Shallow X /)
- 5) LOCATION: Elevation: 920' Watershed: Dog Comfort Run  
 District: Grant County: Ritchie Quadrangle: Ellenboro 7.5'
- 6) WELL OPERATOR KOBER OIL, INC. 11) DESIGNATED AGENT Mike Strickland  
 Address Rt. 1, Box 51A Address Rt. 1, Box 51A  
Cairo, West Virginia 26337 Cairo, WEST VIRGINIA 26337
- 7) OIL & GAS ROYALTY OWNER B.F. Gilmore 12) COAL OPERATOR \_\_\_\_\_  
 Address Gen. Del. Address \_\_\_\_\_  
Ellenboro, WV 26346
- 8) SURFACE OWNER B.F. Gilmore 13) COAL OWNER(S) WITH DECLARATION ON RECORD:  
 Address Gen Del. Name \_\_\_\_\_  
Ellenboro, WV 26346 Address \_\_\_\_\_  
 Acreage 50 of 140 Name \_\_\_\_\_  
 Address \_\_\_\_\_
- 9) FIELD SALE (IF MADE) TO:  
 Address \_\_\_\_\_
- 10) OIL & GAS INSPECTOR TO BE NOTIFIED 14) COAL LESSEE WITH DECLARATION ON RECORD:  
 Name Sam Hersman Name \_\_\_\_\_  
 Address Smithville, WV Address \_\_\_\_\_
- 15) PROPOSED WORK: Drill X / Drill deeper \_\_\_\_\_ / Redrill \_\_\_\_\_ / Fracture or stimulate X /  
 Plug off old formation \_\_\_\_\_ / Perforate new formation \_\_\_\_\_ /  
 Other physical change in well (specify) \_\_\_\_\_
- 16) GEOLOGICAL TARGET FORMATION, Alexander
- 17) Estimated depth of completed well, 5900' feet
- 18) Approximate water strata depths: Fresh, 250' feet; salt, \_\_\_\_\_ feet.
- 19) Approximate coal seam depths: \_\_\_\_\_ Is coal being mined in the area? Yes \_\_\_\_\_ / No \_\_\_\_\_



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	<u>11 3/4"</u>			<u>X</u>		<u>40'</u>			Kinds
Fresh water	<u>8 5/8"</u>		<u>20</u>	<u>X</u>		<u>350'</u>	<u>350'</u>	<u>To Surface</u>	Sizes
Coal									
Intermediate									
Production	<u>4 1/2"</u>		<u>10.5</u>	<u>X</u>		<u>5900'</u>	<u>5900'</u>	<u>As Required</u>	Depths set
Tubing	<u>3 3/8"</u>			<u>X</u>		<u>5900</u>	<u>5900'</u>	<u>By Law</u>	Perforations:
Liners								<u>15.01</u>	Top Bottom

- 21) EXTRACTION RIGHTS  
 Check and provide one of the following:  
 Included is the lease or leases or other continuing contract or contracts by which I hold the right to extract oil or gas.  
 The requirement of Code 22-4-1(c) (1) through (4). (See reverse side for specifics.)
- 22) ROYALTY PROVISIONS  
 Is the right to extract, produce or market the oil or gas based upon a lease or other continuing contract or contracts providing for flat well royalty or any similar provision for compensation to the owner of the oil or gas in place which is not inherently related to the volume of oil or gas so extracted, produced or marketed? Yes  No
- If the answer above is No, nothing additional is needed. If the answer is Yes, you may use Affidavit Form IV-60.
- 23) Required Copies (See reverse side.)
- 24) Copies of this Permit Application and the enclosed plat and reclamation plan have been mailed by registered mail or delivered by hand to the above named coal operator, coal owner(s), and coal lessee on or before the day of the mailing or delivery of this Permit Application to the Department of Mines at Charleston, West Virginia.
- Notary: John D. Richards Signed: Mike Strickland  
 My Commission Expires 4-13-1992 Its: V. President

OFFICE USE ONLY  
**DRILLING PERMIT**

Permit number 47-085-6140 Date January 4 83  
03/29/2024

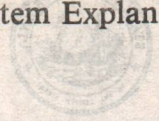
This permit covering the well operator and well location shown below is evidence of permission granted to drill in accordance with the pertinent legal requirements subject to the conditions contained herein and on the reverse hereof. Notification must be given to the District Oil and Gas Inspector.  
 (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 September 4, 1983 unless drilling is commenced prior to that date and prosecuted with due diligence.

Bond: <u>Blanket</u>	Agent: <u>OK</u>	Plat: <u>[Signature]</u>	Casing: <u>[Signature]</u>	Fee: <u>2427</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

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.

03/29/2024

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

By \_\_\_\_\_

Its \_\_\_\_\_

14. This lease embodies the entire contract and agreement between Lessor and Lessee, and no warrants, representations, promises or inducements not herein expressed have been made or relied upon by either party. The terms, conditions and stipulations of shall extend to the respective heirs, executors, successors and assigns of the parties hereto.

SEE WILL HOLD WITH PROVISION AS AC WITH EACH WEL DRILLED.

Witness the hands and seals of the parties hereto the day and year first above written.

WITNESS: [Signature]

X [Signature] (SEAL)
X Bernice Gilmore (SEAL)
X Charles Gilmore (SEAL)
X Madge D. Gilmore (SEAL)
X Donald H. Gilmore (SEAL)
X Chaska A. Gilmore (SEAL)
X Frank Farsom (SEAL)
X [Signature] (SEAL)
X Frank E. Gilmore

ACKNOWLEDGMENT

STATE OF W. Va.
COUNTY OF Wood } SS.

Before me, a Notary Public in and for said county, personally appeared the above named Frank E. Gilmore, widower, B.F. Gilmore, Jr. & Bernice Gilmore, husband and wife, C. Gayle Gilmore & Grace T. Gilmore, husband & wife, Donald H. Gilmore, Frank Farsom & Pella C. Farsom, husband & wife, who acknowledged they did sign the foregoing instrument, and that the same is their free act and deed. In testimony whereof I have hereunto subscribed my name and affixed my official seal, this 21st day of March 1981.

[Signature]
Notary Public

Commission expires Sept 25, 1987

OHIO ACKNOWLEDGMENT

STATE OF OHIO,
COUNTY OF } SS.

Before me, a Notary Public in and for said county, personally appeared the above named \_\_\_\_\_ who acknowledged he did sign the foregoing instrument, and that the same is \_\_\_\_\_ free act and deed. In testimony whereof I have hereunto subscribed my name and affixed my official seal, this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public

Commission expires \_\_\_\_\_

This instrument was prepared by [Signature]

RELEASE

all amounts due hereunder, and having elected to surrender the within lease and all its rights thereunder, does hereby surrender and cancel the same, and hereby endorses its surrender thereon.

IN WITNESS WHEREOF, it has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_\_

WITNESS:

By \_\_\_\_\_

STATE OF WEST VIRGINIA,

Ritchie County Commission Clerk's Office, March 25th, 19 81 at 3:40 o'clock P. M.

03/29/2024 (Form CC No. 1)

The foregoing writing, with the certificate of acknowledgment thereto, was this day admitted to record in said office.

Teste: [Signature] Clerk

premises for oil and gas purposes, applicable taxes alone excepted, which said overriding royalty shall constitute a burden upon and be effective as to all renewals and extensions of the lease herein assigned.

2. The parties acknowledge and agree that as to the three tracts comprising the lease assigned herein, the Assignor is vested with 100% of the working interest in a tract of 50 acres (known generally as Tract 1), a working interest of 96.875% in a tract of 30 acres (known generally as Tract 2), and a working interest of 50% in another tract of 50 acres (known generally as Tract 3), all of which constitute a gross acreage of 130 acres and a net acreage of 104.06 acres.

3. The parties agree that this assignment conveys to the Assignee a net working interest of 80% and Assignee accepts this assignment subject to all existing burdens in the nature of lessor's royalty and overriding royalties now existent.

WITNESS the following signature this 16th day of September, 1982.

RENDOVA OIL COMPANY,  
A Texas Partnership

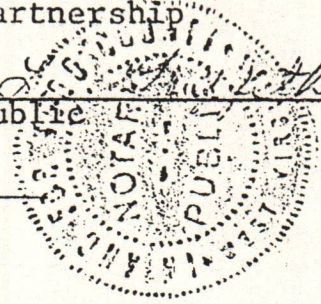
By: Gerald W. Townsend  
Its Authorized Agent

STATE OF West Virginia,  
COUNTY OF Wood,

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of September, 1982, by Gerald W. Townsend who is the Authorized Agent of RENDOVA OIL COMPANY, a Texas Partnership, for and on behalf of said partnership.

Shirley D. ...  
Notary Public

My Commission expires February 21, 1987



This Instrument Prepared By:  
GERALD W. TOWNSEND  
ALBRIGHT, FLUHARTY, BRADLEY & TOWNSEND  
Attorneys at Law  
5th & Green Streets, P.O.Box 1885  
Parkersburg, West Virginia 26102-1885  
Telephone (304) 422-5449

-2-

03/29/2024

STATE OF WEST VIRGINIA  
DEPARTMENT OF MINES  
OIL AND GAS DIVISION

RECEIVED  
OCT 26 1983

FINAL INSPECTION REQUEST  
INSPECTOR'S COMPLIANCE REPORT

OIL & GAS DIVISION  
DEPT. OF MINES

Permit No. 47-085-6140 County Ritchie  
Company Nobel Oil Inc. Farm B. F. Gilmore  
Inspector Samuel Hersman Well No. Gilmore # 3  
Date 10-24-83

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 wellsite	___	___
15.03	Adequate Fresh Water Casing	___	___
15.02	Adequate Coal Casing	___	___
15.01	Adequate Production Casing	___	___
15.04	Adequate Cement Strength	___	___
23.02	Maintained Access Roads	___	___
25.01	Necessary Equipment to prevent Waste	___	___
23.03	Reclaimed Drilling Site	___	___
23.04	Reclaimed Drilling Pits	___	___
23.05	No surface or underground Pollution	___	___
7.03	Identification Markings	___	___

*Cancelled*

COMMENTS: Final or Cancellation

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I have inspected the above well and (HAVE/HAVE NOT) found it to be in compliance with all of the rules and regulations of the Office of Oil and Gas Department of Mines of the State of West Virginia.

SIGNED: Samuel N. Hersman  
DATE: 10-24-83

very truly yours,

*Theodore M. Streit*

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

03/29/2024

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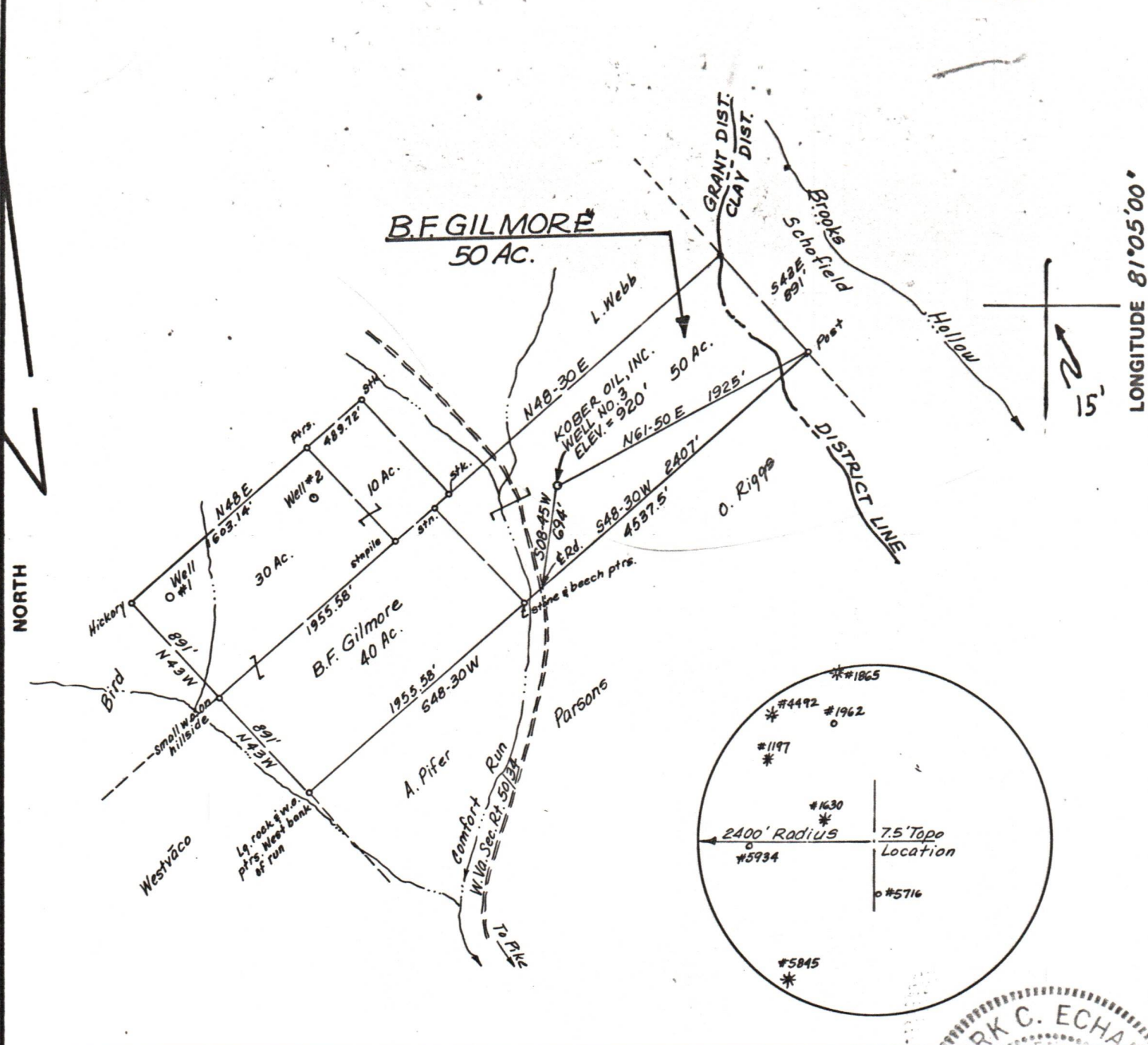


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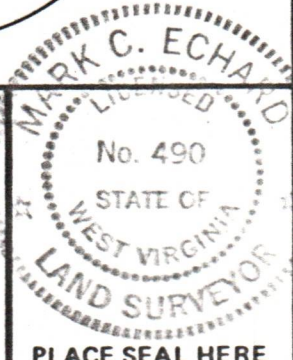
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03/29/2024



FILE NO. \_\_\_\_\_  
 DRAWING NO. \_\_\_\_\_  
 SCALE 1" = 1000'  
 MINIMUM DEGREE OF ACCURACY 1/200  
 PROVEN SOURCE OF ELEVATION USGS BM ON RTE. 50/34 1150' ± SO. OF LOCATION, ELEV. = 805

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.  
*Mark C. Echard*  
 (SIGNED) MARK C. ECHARD  
 R.P.E. \_\_\_\_\_ L.L.S. 490



(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS  
 FORM IV-6 (8-78)



STATE OF WEST VIRGINIA  
 DEPARTMENT OF MINES  
 OIL AND GAS DIVISION

DATE DECEMBER 13, 1982  
 OPERATOR'S WELL NO. THREE  
 API WELL NO. 47-085-6140  
 STATE COUNTY PERMIT

**CANCELLED**

WELL TYPE: OIL  GAS  LIQUID INJECTION \_\_\_\_\_ WASTE DISPOSAL \_\_\_\_\_  
 (IF "GAS,") PRODUCTION  STORAGE \_\_\_\_\_ DEEP \_\_\_\_\_ SHALLOW   
 LOCATION: ELEVATION 920' WATER SHED DOG COMFORT RUN  
 DISTRICT GRANT COUNTY RITCHIE  
 QUADRANGLE ELLENBORO 7.5'  
 SURFACE OWNER B.F. GILMORE ACREAGE 50 of 140  
 OIL & GAS ROYALTY OWNER B.F. GILMORE LEASE ACREAGE \_\_\_\_\_  
 LEASE NO. \_\_\_\_\_  
 PROPOSED WORK: DRILL  CONVERT \_\_\_\_\_ DRILL DEEPER \_\_\_\_\_ REDRILL \_\_\_\_\_ FRACTURE OR STIMULATE \_\_\_\_\_ PLUG OFF OLD FORMATION \_\_\_\_\_ PERFORATE NEW FORMATION \_\_\_\_\_ OTHER PHYSICAL CHANGE IN WELL (SPECIFY) \_\_\_\_\_  
 PLUG AND ABANDON \_\_\_\_\_ CLEAN OUT AND REPLUG \_\_\_\_\_  
 TARGET FORMATION ALEXANDER ESTIMATED DEPTH 5900'±  
 WELL OPERATOR KOBER OIL, INC DESIGNATED AGENT MIKE STRICKLAND  
 ADDRESS RT. 1 BOX 51-A ADDRESS RT. 1 BOX 51-A  
CAIRO, W.VA. 26337 CAIRO, W.VA. 26337

03/29/2024

# OIL AND GAS LEASE

Form: SF 77

THIS AGREEMENT, made and entered into this 21 day of MARCH 1981 by and between

FRANK E. GILMORE (WIDOWER), C. GAYLE FRANK FARSON RECLA C. FARSON HUSBAND & WIFE  
GRACE I. GILMORE HUSBAND AND WIFE  
and DONALD H. CHESLA A. GILMORE HUSBAND AND WIFE, R. E. GILMORE JR. BERNICIA W. GILMORE, LESSOR,  
and KENDUCKA OIL CO. ONE MARICFIELD PLACE SUIT 400, BOX 3106 MIDLAND TEXAS Lessee,

WITNESSETH:

1. That Lessor, in consideration of the sum of One-Dollar, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, grants, leases and lets exclusively unto Lessee for the purpose of exploring by geophysical and other methods, drilling and operating for and producing oil and all gas of whatsoever nature or kind, and of laying pipe lines and placing tanks, equipment and structures thereon to produce, save and take care of said substances, all that certain tract of land situated in GRANT DIST. Township, Section No. 18, in RITCHIE County, OK, bounded substantially as follows:

North by lands of GEORGE MILLER, HEIRS  
East by lands of ADDIE P. IFFER AND RIGGS  
South by lands of ANDREW MILLER, HEIRS, STRICKLER HEIRS, SAM POWELL  
West by lands of JOY HEIRS, JOHN LIPScomb  
containing 130 acres, more or less.

2. It is agreed that this lease shall remain in force for a primary term of EIGHT TEEN 18 MONTHS from this date, and as long thereafter as oil or gas or either of them is produced from said lands, or from lands with which said land is pooled therewith, by Lessee.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale. If a well capable of producing gas from the above described land is shut in and no gas therefrom is sold or used, such shut-in well shall, under all of the provisions of this lease, be considered a well on such land producing gas in paying quantities and shall continue this lease in force at all times while such well is so shut in, whether during or after the primary term. If there be one or more of such shut-in gas wells and if there is no current production or operation on said land, Lessee shall pay or tender as royalty One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing or within 90 days after such date and thereafter on or before the anniversary date of this lease next ensuing or within 90 days after such date and thereafter on or before the anniversary date of this lease during the period such well is shut in, to the royalty owners or to the royalty owners' credit in the depository bank herein designated.

4. Lessor shall have gas free of cost from any gas well on the above described premises for domestic use in one dwelling house on said land, Lessor to make his own connection with the well at his sole risk and expense. Lessee shall have free use of sufficient oil, gas and water produced on said land, except water from Lessor's wells, for all operations hereunder.

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as provided herein on or before MARCH 21, 1982, this lease shall then terminate as to both parties unless on or before such date Lessee shall pay or tender the sum of SIX HUNDRED AND FIFTY Dollars (\$650.00), hereinafter called rental, which shall cover the privilege of deferring commencement of drilling operations for a period of SIX MONTHS. In like manner and upon like payments or tenders of NONE the commencement of drilling operations may be further deferred for successive periods of NONE each during the primary term.

6. All moneys coming due hereunder shall be paid or tendered to Direct, or by check payable to his (or her) order mailed to 2205 23rd ST. PARKERSBURG W.VA. 26101 and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any conditions provided for herein unless the Lessee shall refuse or neglect to pay or perform the same for ten days after having received written notice by registered mail from the Lessor of his intention to declare such default. Lessee may at any time release any portion of the leased premises and thereafter be relieved of all obligations as to the acreage surrendered, and subsequent rentals shall be reduced in the proportion that the acreage covered hereby is reduced by releases.

7. Lessee is authorized to pool or combine the land covered by this lease, or any portion thereof, or formations thereunder, as to oil and/or gas, with any other land, lease or leases when in Lessee's judgment it is advisable to do so in order to properly develop or operate said premises. Lessee shall execute and record an instrument or instruments identifying and describing the pooled acreage. Production, drilling or reworking operations anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations under this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved.

8. If prior to discovery of oil or gas on said land Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas the production thereof shall cease from any cause, this Lease shall not terminate if Lessee commences additional drilling or reworking operations within 60 days thereafter (if it be within the primary term), or commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of three months from date of completion of dry hole or cessation of production. If during the last year of the primary term and prior to the discovery of oil or gas on said land Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land but Lessee has drilled a well or wells on said land, then and in consideration thereof, the primary term of this lease shall be extended for an additional twelve months from the expiration date of the original primary term. If oil or gas shall be discovered and produced from any such well or wells drilled, being drilled or re-worked, at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises.

9. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. Lessee shall pay for damages caused by his operation to growing crops on said lands.

10. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business with originals or certified copies of recorded muniments of title designating title from Lessor. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without in any way limiting Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

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

13. ~~Lessee shall have the right to use any formation underlying the leased premises for the storage of gas and shall have all right and title of any necessary to store and produce such stored gas. As full payment for such storage rights, the Lessee shall pay to the Lessor a rental at the rate of \_\_\_\_\_ per acre per year, while the premises are so used, and as long as the storage payment is made, all provisions of this lease shall remain in full effect.~~

03/29/2024





State of West Virginia

Department of Mines  
Oil and Gas Division  
Charleston 25305

WALTER N. MILLER  
DIRECTOR

THEODORE M. STRAIT  
ADMINISTRATOR

November 2, 1983

Kober Oil, Inc.  
Route 1, Box 51-A  
Cairo, W. Va. 26337

In Re: PERMIT NO: 47-085-6140  
FARM: B. F. Gilmore  
WELL NO: 3  
DISTRICT: Grant  
COUNTY Ritchie (1/83)

Gentlemen:

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

XXXXXX The well designated by the above permit number has been released under your Blanket Bond. (Permit Cancelled - Never Drilled.)

\_\_\_\_\_ Please return the enclosed cancelled single bond which covered the well designated by the above permit number to the surety company who executed said bond in your behalf, in order that they may give you credit on their records.

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

Very truly yours,

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

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, that Rendova Oil Company, a Texas Partnership, hereinafter called Assignor, for and in consideration of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration to it in hand paid by Kober Oil, Inc., a <sup>West</sup> Virginia Corporation, Route 1, Box 51-A, Cairo, West Virginia, hereinafter called Assignee, the receipt of which is hereby acknowledged, have granted, bargained, sold, assigned, and conveyed, and do hereby grant, bargain, sell, assign, and convey unto the Assignee herein, subject to the conditions, exceptions and reservations set out below, all of the Assignor's right, title and interest in and to the following oil and gas lease, situate in Ritchie County, West Virginia, and more fully described as follows:

That certain lease of record in Lease Book 134, at Page 793, dated March 21, 1981, from Frank E. Gilmore, Widower, C. Gail Gilmore, et ux, Frank Farson and Rellis E. Farson, husband and wife, Donald H. and Chelsa A. Gilmore, husband and wife, and B. F. Gilmore, Jr. and Bernice Gilmore, husband and wife, lessors, to Rendova Oil Company, lessee, upon that certain tract of land situate in Grant District, Ritchie County, West Virginia, bounded:

On the North by the lands of George Miller heirs;  
 On the East by the lands of Addie Pifer and Riggs;  
 On the South by the lands of Andrew Miller heirs,  
 Strickler heirs and Sam Powell;  
 On the West by the lands of Joy heirs and John Lipscomb;

containing 130 acres, more or less.

This assignment is made and accepted subject to the following terms and conditions:

1. Assignor reserves for itself, its successors and assigns, an overriding royalty in said lease of 1.56% of all oil, gas, casinghead gas products, saved and marketed off of said leasehold premises, free and clear of any and all cost and expense of drilling, completing, testing and operating said


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9/24/82

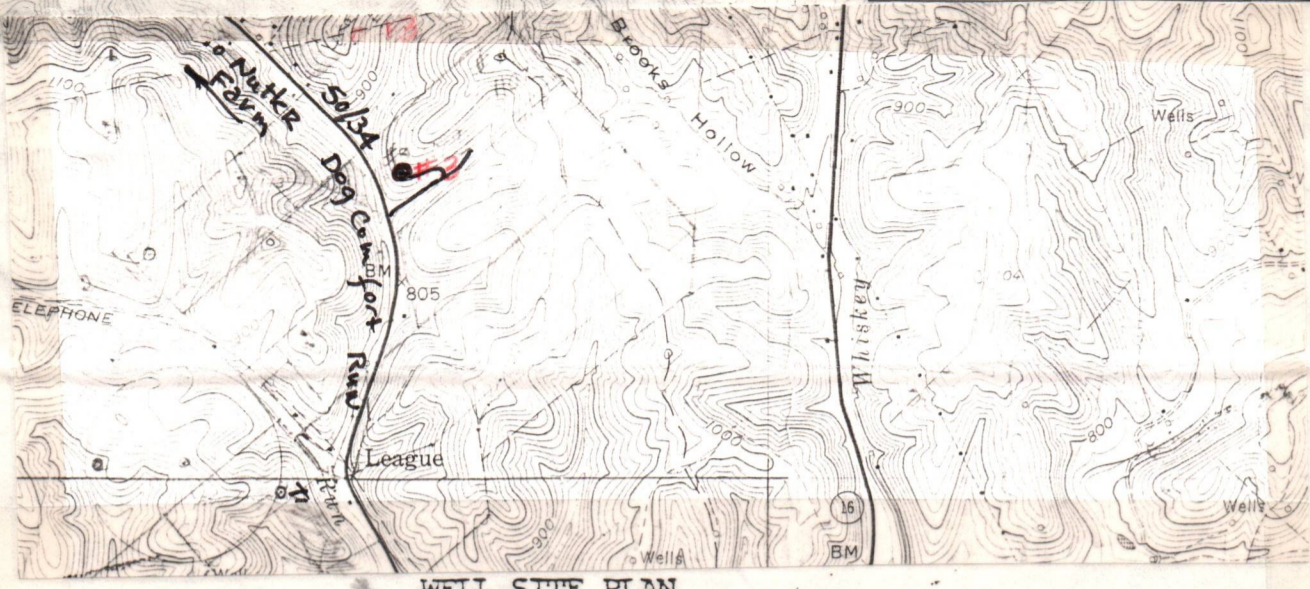
Delivered: Karen Swadley

ETCH OR PHOTOCOPY SECTION OF  
 INVOLVED TOPOGRAPHIC MAP.  
 RANGE **ELLENBORO 7.5'**

**LEGEND**

Well Site 











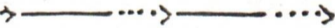

Access Road 

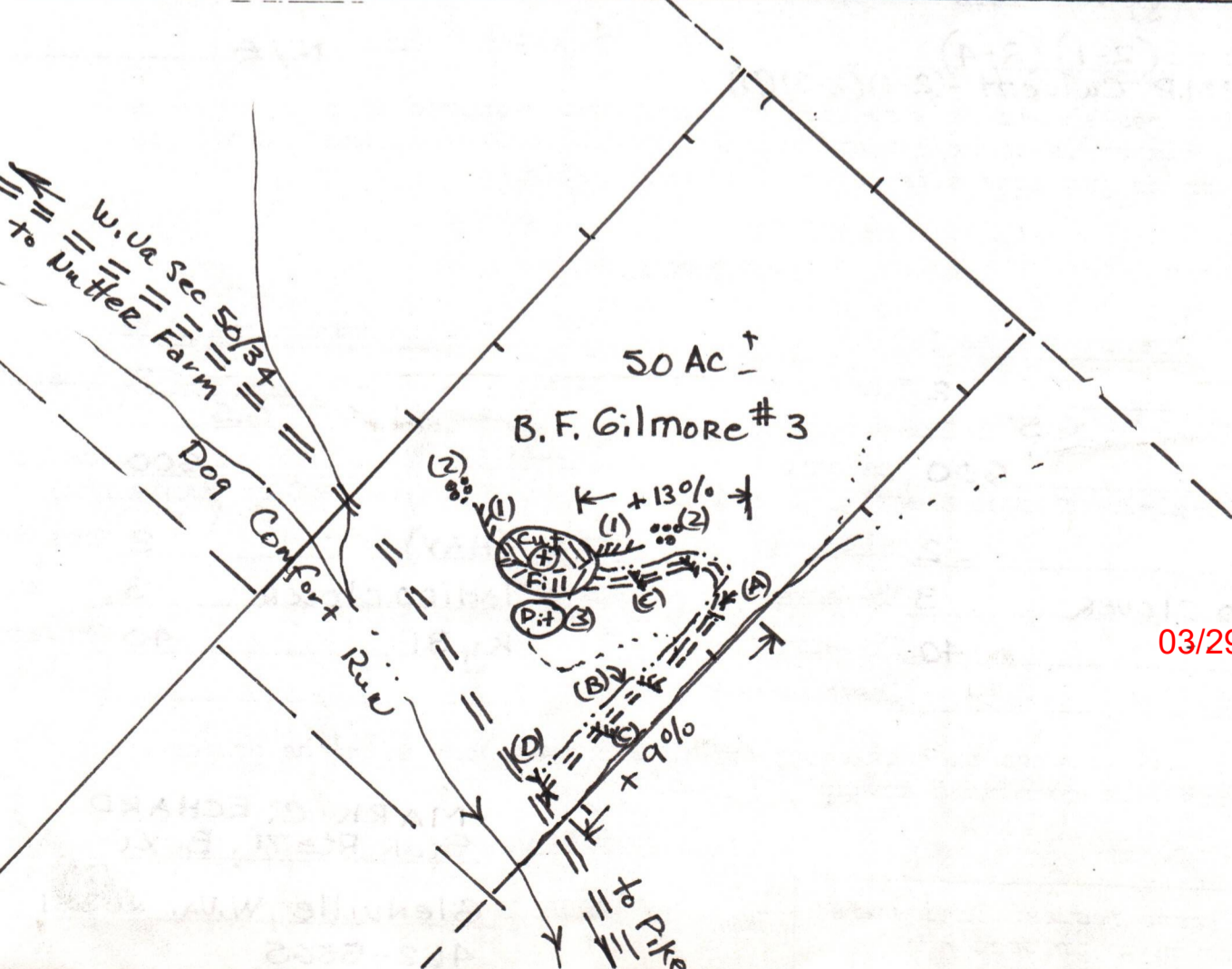


WELL SITE PLAN

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

**LEGEND**

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



03/29/2024

DATE December 13, 1982

WELL NO. Gilmore # 3

API NO. 47 - 085 - 6140

State of West Virginia

Department of Mines

Oil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN

OWNER NAME KOBER OIL, INC.  
Address Route #1, Box 51-A  
CAIRO, W.VA. 26337  
Telephone 628-3122  
OWNER B.F. Gilmore

DESIGNATED AGENT MIKE STRICKLAND  
Address Rte #1, Box 51-A  
CAIRO, W.VA. 26337  
Telephone 628-3122  
SOIL CONS. DISTRICT Little Kanawha

Revegetation to be carried out by KOBER OIL / MIKE STRICKLAND (Agent)

This plan has been reviewed by Little Kanawha SCD. All corrections and additions become a part of this plan: 12-16-82 (Date)

Jarrett Newton  
(SCD Agent)

ACCESS ROAD

LOCATION

Structure EARTHEN & STONE  
Spacing \_\_\_\_\_  
Page Ref. Manual 2-14

(A) Structure Diversion Ditch (1)  
Material EARTHEN  
Page Ref. Manual (2-12)

Structure DRAINAGE DITCH  
Spacing \_\_\_\_\_  
Page Ref. Manual (2-10)(6) 2-12

(B) Structure Rock Rip-Rap (2)  
Material ROCK  
Page Ref. Manual (2-16)(C-4)

Structure CROSS DRAINS  
2% every 250'  
Spacing 15% every 60' - 20% every 45'  
Page Ref. Manual (2-1)(2-4)

(C) Structure Pit (3)  
Material EARTHEN  
Page Ref. Manual N/A

16" X 24" CMP Culvert (2-1)(2-3)(D)

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

REVEGETATION

Treatment Area I

Treatment Area II

Lime \_\_\_\_\_ 2 Tons/acre  
or correct to pH 6.5  
Fertilizer 600 lbs/acre  
(10-20-20 or equivalent)  
Mulch (HAY) 2 Tons/acre  
Seed\* ladino clover 3 lbs/acre  
Ky 31 40 lbs/acre  
\_\_\_\_\_ lbs/acre

Lime \_\_\_\_\_ 2 Tons/acre  
or correct to pH 6.5  
Fertilizer \_\_\_\_\_ 600 lbs/acre  
(10-20-20 or equivalent)  
Mulch (HAY) 2 Tons/acre  
Seed\* ladino clover 3 lbs/acre  
Ky 31 \_\_\_\_\_ lbs/acre  
\_\_\_\_\_ lbs/acre

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

PLAN PREPARED BY MARK C. ECHARD  
Star Rte 71, Box 6

NOTES: Please request landowners' cooperation to protect new \_\_\_\_\_ for one growing season.

ADDRESS Glennville, W.Va. 26351  
462-5565