

1)	Date:	Feb.	15	, 19 83
21	0			

2) Operator's Swadley # 4

47 085 6275 3) API Well No. State County Permit

DRILLING CONTRACTOR:

Gene Stal	naker,	Inc	· DE	PART		OF MINES, OIL A		ION all la vel too bef	Hador (E
P.O. Box Glenville		2635						osne nacital crode v	
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4) WELL TYPE								a ballors shirt sava.	
A LOCATION									/ Shallow X /)
5) LOCATION									arrisville 7.5
6) WELL OPER						County: 11	DESIGNATE	D AGENT Gene	Stalnaker
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7) OIL & GAS		T M	Strad	103				batteron y less	Wiggs W
ROYALTY			ox 89	теу	IJS DARTI	BUIGO STORES	COAL OPER	ATOR 11/a	e stotelle to
Address	Park	ersbi	irg, W	V	2610	991	Address	d with the senature	Helpitore
Acreage	() () () () () () () () () ()		5	Ber 1	2010		COALOWN	ER(S) WITH DECLARA	ATION ON RECORD.
8) SURFACE O	WNER_J	. N.	Swad1	ey			Name	n/a	THOR OR RECORD.
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		ersbu	irg, W	V	26101	<u> </u>			scalled (2
Acreage	_86_						Name	pi or galleles (id.)	700 000 (II
9) FIELD SALI	E (IF MADI	E) TO:				dinerantiad a	Address	ene enegan i añ ereci	4 last 2 st 7CL
Address	-	100						EE WITH DECLARATI	ON ON PECOPD.
10) OIL & GAS	INSPECTO	R TO BE	NOTIFIE	D				n/a	ON ON RECORD:
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15) PROPOSED						/ Redrill_	/ Fr	acture or stimulate	EB 1/8 1983
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6 GEOLOGIC						nian Shale	2	Oli	AND GAS DIVISION
17) Estimate						feet		o deapest ineshware	18) Depth o
18) Approxim	AND THE RESERVE OF THE PARTY OF	Service Control of the Control of th				feet; s	alt,	feet.	
19) Approxim						Is coal	being mined in th	ne area? Yes	/ NoX
20) CASING AN	D TUBING	PROGR	AM			show of rafes		in mangong antago fi	
CASING OR	11	SPI	ECIFICATION	IS	1			CEMENT FILL-UP	
TUBING TYPE	Size	Grade	I Walaba I		Used	For drilling			7.65
Conductor	11 3/	4		X		40'	ilet antaitte	(Gubic rect)	Kinds
Fresh water	it suit of	STORING V	daugo bi	a toi	tiels dist	sadbuloni bas	Ag Josep and	Level description at	ATT TO SERVICE
Coal	er almanas	enea Isu	contract	a o i L	Langa K	nto to essent il	il nantes to a	i fix wor cofficiency	Sizes
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Production	4 1/2	ERW	10.50	X	50mores	r caph such lea	5200	3000' Fill	Depths set
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21) EXTRACTIO	N RIGHTS	esulatio	F vd hedi	IDEO!	iq migg M	adt ui talq e (i)	ouppanied by	the Department, soc	fillwips
X Include	ed is the leas	se or lease	es or other	contin	uing cont	ract or contracts b See reverse side for	y which I hold the	he right to extract oil or	
22) ROYALTY P			2-4-1-(C) (1)	tinou	gn (4). (C	see reverse side for	specifics.)	reviously path on the	g saalitu
Is the right to	extract, pro	duce or m	arket the oi	l or ga	as based up	pon a lease or other	continuing cont	ract or contracts providin	g for flat well royalty or any
				ner of	the oil o	r gas in place which	ch is not inheren	tly related to the volume	e of oil or gas so extracted,
produced or r	Charles I have been a con-		SHARE WALLEY TO SHARE IN	eded.	If the ans	swer is Yes, you m	av use Affidavit	Form IV-60	Mennol
23) Required Cop	ies (See reve	erse side.)						ter the receipt of tis	he ayels
4) Copies of this	Permit App	olication a	and coal	osed p	on or before	eclamation plan ha	we been mailed t	by registered mail or deli	vered by hand to the above ation to the Department of
Mines at Char				cssee	on or ben	ore the day of the	maning of delive	y of this Perint Applic	ation to the Department of
Notary: Bar	lass 1	Smit	e .			ov the qual ope	Signed: Du	11 Mahulle	odr .
My Commission	A serve state and the first of the second	Mare	0.00 0	190	7 20 26	6 22 4-20,16		resident	ead odw
IVIY COMMISSION	ii Expires_/	LUOUM	1,1	110	•		113	The Latt I glade	1 to Pyab
	Table 1					FFICE USE O			
	08	85-627	5		DR	ILLING PERI	MIT	February 21	00/40/2029 83

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.)

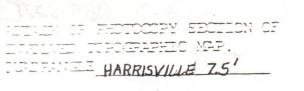
Permit expires	October 2	1, 1983		unless dril	lling is commenced prior to that date and prosecuted with due diligence.
Bond:	Agent:	Plat	Casing	Fee(2) 13024	Administrator, Office of Oil and Gas

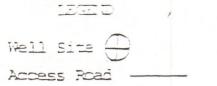
Line Item Explanation

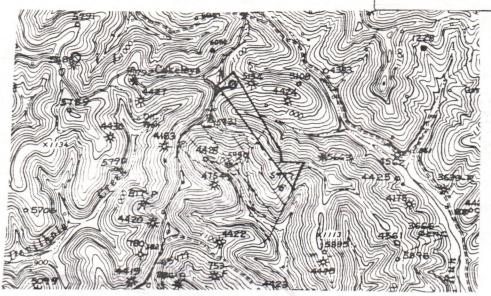
- 1) Date of Application
- 2) Your well name and number
- 3) To be filled out by office of oil & gas
- 4A) "Oil" means natural crude oil or petroleum and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves underground reservoirs: "Gas" means all natural gas and all other fluid hydrocarbons not defined as oil.
- 4B) "Shallow well" means any well drilled and completed in a formation above the top of the uppermost member of the "Onondaga Group" or a depth less than six thousand feet, whichever is shallower.
 - "Deep well" means any well drilled and completed in a formation at or below the top of the uppermost member of the "Onondaga Group" or at a depth less then six thousand feet, whatever is shallower.
 - 5) Where well is located
- 6) Before a permit can be issued in a corporation, company partnership, or fictitious name, the name must be registered with the Secretary of State Office
- 7) Use separate sheet if necessary
- 8) Present surface owner at time application is filed.
- 9) Optional
- 11) See Reg. 7.01 relating to code §22-4-1k
- 12) "Coal Operator" means any persons, firm, partnership, partnership association or corporation that proposes to or does operate a coal mine. See Note 24
- 13 & 14) As per §22-4-20; See Note 24
 - 15) Work that will be attempted—A separate Form IV-2 shall not be required for fracturing or stimulating a well where fracturing or stimulating is to be part of the work for which a permit is sought and is noted as such on the Form IV-2 filed in connection therewith.
 - 16) Anticipated formation for which well will be completed
 - 17) Self explanatory
 - 18) Depth to deepest freshwater, and shallowest salt water, taken from nearby wells corrected for differences in elevation
 - 19) All coal seam depths
 - 20) Proposed casing program and cementing refer to Code 22-4-5, 22-4-6, 22-4-7, 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	
amined this proposed well location. If a madded to the mine map. The undersigned	nine map exists which covers the has no objection to the work pro	/of the coal under this well location has ex- e area of the well location, the well location has been oposed to be done at this location, provided, the well ginia Code and the governing regulations.
and them the expension that telling which		Permilarping and 100 to 0 21 v 1993 to 1
		The state of the s
Date:, 19	By	The mest of

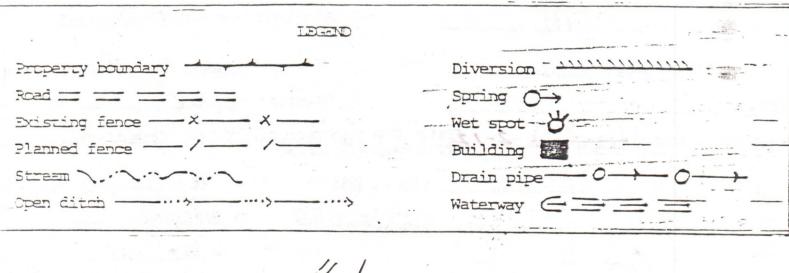


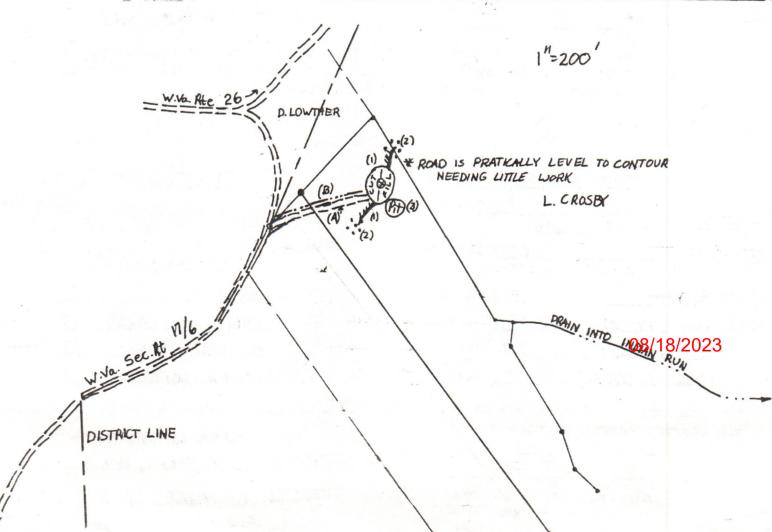




WEIL SITE PLAN

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





ID. SWADLEY#4 NET 10. 47 - 085 6275 State of Man Mingains Theren di Mins Eil wie Gu Zinkim CONSTRUCTION AND FOCIAMETICN FLAN DESIGNATED AGENT GENE STALNAKER MENT SEE GENE STALNAKER INC ACCTESS P.O. BOX 178-220 W.MAIN-ST. GLENVILLE, W.Va. 26351 Telephone 462-570 Telephone 462-5701 ---SOIL CONS. DISTRICT LITTLE KANAWHA-J.N. SWADLEY Pevegetation to be carried out by GENE STALNAKER, INC. (ACED This plan has been reviewed by Little Kanawha SD. All corrections. and additions become a part of this plan: 2-11-83 TOCETTON ACCESS FOAD STUTTE DIVERSION DITCH (A) EARTHEN & STONE Material EARTHEN Pace Ref. Marnial (2-12) Face Ref. Marmal (2-14) Structure ROCK-RIP-RAP (2) DRAINAGE DITCH Material -- ROCK Face Per. Marrial (2-10)(6) 2-128 BCBIVED Per. Marrial (2-16)(6-4) OIL AND GAS DIVISION 27 PARTHEN --Page Ref. Manual N-/A Face Pef. Mamual All structures should be inspected regularly and repaired if necessary. All commercial timber is to be out and stacked and all brush and small timber to be out and removed from the site before dirt work begins. REVERNIATION Treatment Area II: Treatment Area I 2 Tons/acre or correct to pB ...6.5 . -- 600 - 1bs/2cm 600 lbs/acre (10-20-20 or equivalent) -- (10-20-20 or equivalent) * 2 Tons/acre Milin (HAY) _____ 2 Tons/20 (HAY) Seed* ANNUAL RYE GRASS 10 lbs/ac 10 lbs/acre ANNUAL RYE GRASS 10 lbs/ace ORCHARD GRA98/18/2003 155/am DRCHARD GRASS 3 lbs/arre LADINO CLOVER 3 1hs/am LADINO CLOVER *Insculate all legumes such as vetch, trefoil and clovers with the proper bacterium. reculate with 3% recommended andunt. MARK C. ECHARD PLAN PREPARED BY STAR Rte 71, Box 6

NOTES: Flease request landowners!

occuperation to protect new

FEBRUARY 8, 1983

ADDRESS GLENVILLE, W.Va. 26351 .

462-5565

ASSIGNMENT

THIS ASSIGNMENT, Made this day of August	_'
19 <u>82</u> , by and between <u>J. D. SIMON</u>	_,
party of the first part, Assignor, and SHALE SERVICE-, INC.	
, party of the second part, Assignee.	

wITNESSETH: That for and in consideration of the sum of TEN (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, this day paid, to the party of the first part, by the party of the second part, the receipt of which is hereby acknowledged, the said party of the first part does hereby sell, assign, transfer, set over, and convey unto the said party of the second part all their right, title and interest in and to that certain lease for oil and gas purposes, situate in MURPHY District, RITCHIE County, West Virginia and more particularly described as follows:

Being that certain lease from Rose S. Metz and others by separate instruments as heirs of J.N. Swadley, dated August 21, 1982, recorded in the Office of the Clerk of the County Commission of Ritchie County, West Virginia in Lease Book 147, Pages 692 to 709 , containing 56 acres a more or less, to which reference is hereby made, bounded as follows:

NORTH by lands of Miller EAST by lands of L. Crosby SOUTH by lands of J.N. Swadley WEST by lands of W.Va. Pulp & Paper

There is reserved and excepted a 1/32 overriding royalty interest to and for Clyde Kelly, free and clear of any and all expenses as well as a 1/32 overriding royalty to and for J.D. Simon, free and clear of any and all expenses; there is further excepted and reserved to D. L. Stewart a 1.25% overriding royalty interest free and clear of any and all expenses.

This assignment is made subject to all the royalties, terms, provisions and conditions set out and being a part of the oil and gas lease and intervening assignments.

WITNESS the following signature and seal:

J. D. Simon
STATE OF WEST VIRGINIA, COUNTY OF RITCHIE , to-wit:
I, Alagorard M. Mulking, a Notary
Public in and for the County and State aforesaid, do hereby
certify that J. D. Simon , whose name is signed
to the foregoing writing, bearing date theday of
August , 1982, has this day acknowledged the
same before me in my said County.
Given under my hand and seal this 30 day of
August, 1982.
7-28-85 /2011/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/
My Commission Expires Notary Public

This instrument was prepared under the direction and supervision of: James M. Powell, Attorney at Law

STATE OF WEST VIRGINIA OFFICE OF OIL AND GAS NOTICE OF EXPIRED PERMIT



Permit number:47- 85-6275 Company:STALNAKER, GENE Farm:J N SWADLEY Date: 27-Jun-85 Date issued: 2/21/83

Counts:RITCHIE Well no.: Date expired:/ / O

OIL & GAS DIVISION DEPT. OF MINES

I have inspected the above wellsite and found no well work done. Please cancel this well work permit.

Signed Samuel M. Hersman

08/18/2023

NOTICE OF EXPIRED PERMIT

Farmil W SWADLEY

OIL & GAS DIVISION DEPT. OF MINES

JUL 1 5 1985

I have inspected the above wellsite and found no well work done. Please cancel this well work sermit.



STATE OF WEST VIRGINIA DEPARTMENT OF ENERGY DIVISION OF OIL AND GAS 1615 Washington Street, East Charleston, West Virginia 25311 Telephone: 348-3500

July 29, 1985

ARCH A. MOORE, JR.

Gene Stalnaker P. O. Box 178 Glenville, West Virginia 26351

In Re: Permit No: 47-085-6275 J. N. Swadley Farm: Well No: Murphy District: County: Ritchie

> Issued: 2-21-83

> > Urlo

Gentlemen:

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

The well designated by the above captioned permit number has been released under your Blanket Bond.

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

Your well record was received and reclamation requirements approved. In accordance with Chapter 22B, Article 1, Section 26, the above captioned well will remain under bond coverage for life of the well.

XXXX PERMIT CANCELLED - NEVER DRILLED

Very truly yours,

TMS/nw

fault shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said Lessee or any assignee thereof shall make due payment of said rental. No change of ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with a written transfer or assignment or a certified copy thereof.

tified copy thereof.

12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancelation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the Lessor, or if more than one Lessor, then to any one of them, or to the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by mail addressed to the post office address of such person, or by recording a duly executed surrender thereof in the Recorder's office of the County in which the land is located.

13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Legel 18/2020 may pay, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens.

14. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom, then as long as production continues. If after the expiration of the term of this lease production from the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes operations within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, then as long as oil or gas is produced in paying quantities.

This instrument was prepared by ADSteed.

William Parties nereto	the day and year first above with
Witness the hands and seals of the parties hereto witness:	그렇게 없다면서 가장하다 하는데 얼마를 하는데 그는데 사람이 되었다. 그는 그들은 나를 하지 않는데 그렇게 되었다. 그는데 그렇게 되었다는데 그렇게 하는데 그렇게 되었다는데 그렇게 되었다. 그는데 그렇게 되었다.
5.48(4), 25.38(4)	Bonnie Swalley (SEAL)
A STATE OF THE STA	(SEAL)
	(SEAL)
	(SEAL)
	(SEAL)
6. Marie 17. 18. 18. 18. 18. 18. 18. 18. 18. 18. 18	(SEAL)
	(SEAL)
TE OF WEST VIRCINIA	VIRGINIA ACKNOWLEDGMENT
INTY OF Klopic	To-wit:
H. a. Handbangen	
70 . 8	a Notary Public of said County, do hereby certify that
se name 25 signed to the within writing bea	187-27-27-28-2-12-14-2-14-2-14-2-14-2-14-2-14-2-1
this day acknowledged the same before me in	
ven under my hand this 29	day of Megres 1882
May 1682	Notary Public
Commission expires	
WEST 1	VIRGINIA ACKNOWLEDGMENT
TE OF WEST VIRGINIA	To-wit:
UNITY OF	
	, a Notary Public of said County, do hereby certify that
signed to the within writing be	in my said County.
this day acknowledged the same perore me in	day of 19
liven under my naud this	Notary Public
Commission expires	
6 25일 12일 25일 전 10 10 12 12 12일 25일 14일 1 12 12 12 12 12 12 12 12 12 12 12 12 1	OHIO ACKNOWLEDGMENT
	- BERNING 등 15. 유식성 등 전 시간 보고 있는데 보고 있는데 보고 있는데 있다면 하는데 하는데 보고 있다. 그는데 보고 있는데 없는데 없는데 없는데 없는데 없는데 되었다면 다른데 보고 있다.
#XXX	
ATE OF OHIO,	/ ss.
ATE OF OHIO,	} ss.
OUNTY OF	SS. , personally appeared the above named.
OUNTY OF Before me, a Notary Public in and for said county	SS. y, personally appeared the above named. who acknowledged
OUNTY OF Before me, a Notary Public in and for said county	y, personally appeared the above named who acknowledged the and that the same is this
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OUNTY OF Before me, a Notary Public in and for said county that he did sign the foregoing instrument whereof I have hereunto subscribed my name at day of , 19 My Commission expires	SS. who acknowledged free act and deed. In testimony this Notary Public
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DUNTY OF Before me, a Notary Public in and for said county at he did sign the foregoing instrument of the Clerk of the County of	yersonally appeared the above named who acknowledged the act and deed. In testimony this Notary Public County County RECORDING ON 18/202
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ATE OF OHIO, UNTY OF Before me, a Notary Public in and for said county at he did sign the foregoing instrument hereof I have hereunto subscribed my name at hereof I have hereunto subscribed my name at 19. Ay Commission expires Recorded in NeASC Recorded in NeASC Book No. 147 Page 696 Globe Printing & Binding Co., Factory but the county of the County Commission of the County County Commission of the County County Commission of the County Co	SS. Notary Public Term Country Coun

08/18/2023

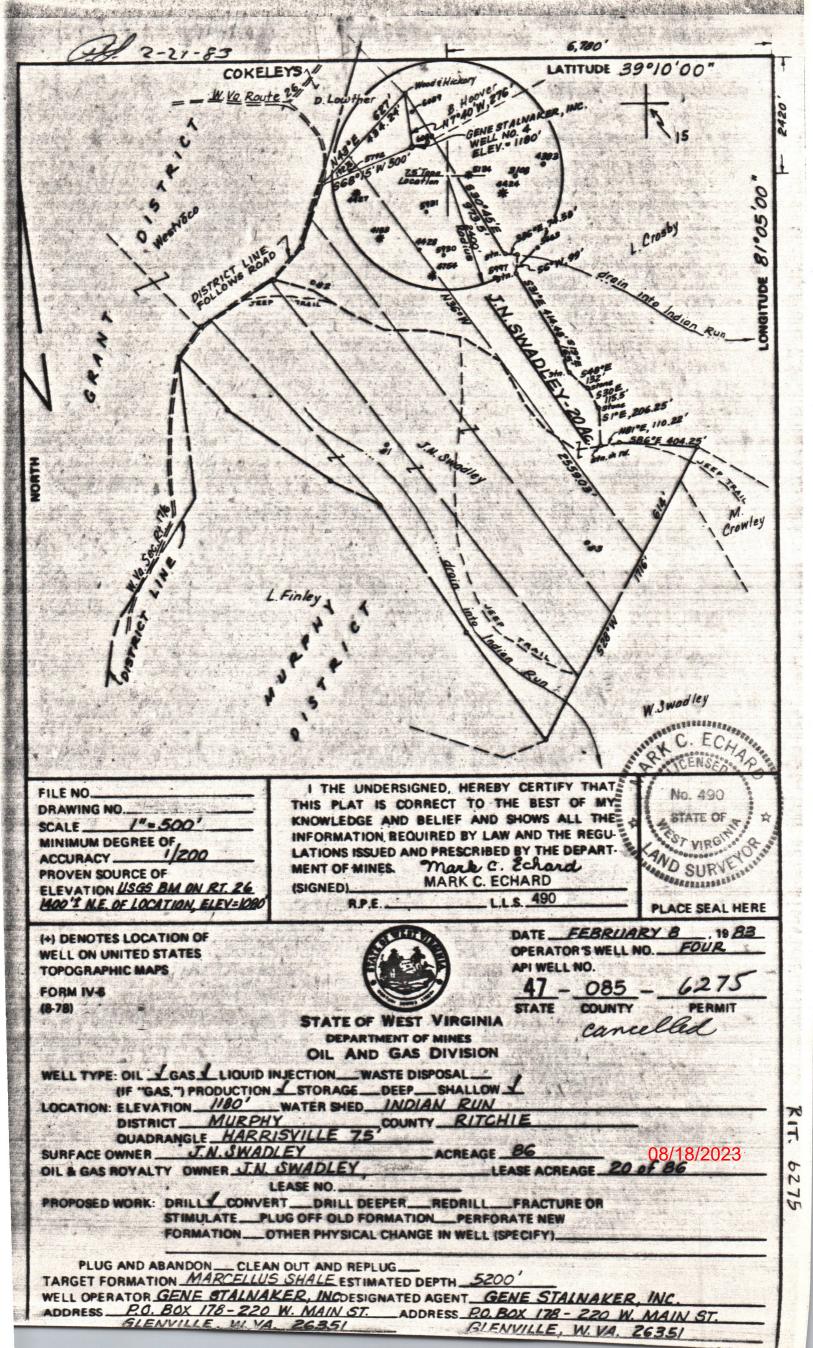
15. This lease embodies the entire contract and agreement betwees or inducements not herein expressed have been made or relied ereof shall extend to the respective heirs, executors, administrators of the contract of the co	upon by either party. The terms, successors and assigns of the parties	hereto.
agreement for the Less		
Withess the hands and scals of the parties hereto the day and yea	first above written.	
VITNESS:		>1
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	To-wit:	
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I Leusa Start and Roger Start	Notary Public of said County, do here	by certify that
Teresa strut and Roser Stant	Section of the sectio	
hose name Lo signed to the within writing bearing date the	, 25 day of Q	ugust , 1982
Given under my hand this 25 day of	lugust 193	72.
	ingust 19.3 Lugust Joyce N. X Notary	Public
1y Commission expires Octaber 13, 1983	U O Notary	
	VIOWI EDGMENT	
WEST VIRGINIA AC	VLC AA TERGRAFIA I	
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	day of	, 18
whose name signed to the within writing bearing date the	munity.	
this day acknowledged the same	nunty.	
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Given finder in,	And the state of t	
My Commission expires.	OWLEDGMENT	
STATE OF OHIO,	SS.	
	The second secon	
COUNTY OF	appeared the above named	
Refore me, a Notary Public in and for said county,		who acknowledged
		free act and deed. In testimony
and that	the same is this	***************************************
that he did sign the foregoing instrument, and that	<u> </u>	
that he did sign the longer whereof I have hereunto subscribed my name at the longer l		
day of 19		
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This instrument was prepared by A D Steed

OIL AND GAS LEASE

the and between A.M. Sund Lev. All Kers Durg.	by and between J. N.	d into this	heirs:	Marina	gyst BHickman	// D. 10.32
party of the first part, hereinafter called Lessor (whether one or me of the control of the control of the second part, hereinafter called Le control of the	John L Hickman	SE		file Santa I II	Salar Karl Land	Anna South South St. South Sou
1. WITNESSETH. That the Lease, is consideration of the sum of the Dan party of the second part, hereinafter contained the occessors and agreements beneinater contained, does hereby great unto the recept of which in hereby acknowledged, the occessors and agreements hereinafter described, together with the exclusive right to drill for, produce and market at all times for the purpose of drilling soming and say kind in any formation underlying the land, and allow the right to end with the structure, and to posses, use, and occupy so much of said premises as a occassary and convenient for substance, and the purpose of drilling some party of the second party of the purpose of drilling some party of the second party of the						***************************************
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4. The Lesses shall commence operations for a well on the premises on or before \$\frac{\pmu}{4.0}\$ \text{ for each}\$ are the premises of the p	hereafter as operations for oil or ny formation underlying the herei 3. The Lessee shall deliver to the	gas are being cond in leased land is used credit of the Les	or a primary term of ducted on the prem sed for storage of g sor free of cost, in	ises, or oil or gas is as as provided unde the pipe line to whi	found in paying quar paragraph 7 hereof, ch he may connect h	s date and as los
ways thereafter a rental of set time above mentioned. The consideration first recited herein, the down payment, shall cover not only the privilege gran the date of the date o	The second royalty is so paid said w	ell chall he held to		, , , , , , , , , , , , , , , , , , , ,	The Board of Used Off	the premises or
by and all other inthe all payable as aforesaid, but also the Lesses's option of extending the importance of the property of one year after its compine frilling of a non-productive well shall be accepted by the Lesses in lieu of aforesaid, at a period of one year to resume the pyrment of delay rental or commence operations for another well. Upon the resumpt to been interrupted. 5. All moneys coming due hereunder shall be paid or tendered to have been allowed to the pyrment of the property	4. The Lessee shall commence op	erations for a well o	on the premises on o	before Aug	ust 30 19	85 unless Less
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rect, or by check payable to his (or her) order mailed to ### \$\frac{\psi}{4} \ \ \frac{\psi}{4} \ \ \frac{\psi}{4} \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	ay and all other rights conferred, period of one year after its compr a period of one year to resume payment of rentals the provisions to been interrupted.	is payable as afore. The drilling of a pletion, and following the payment of de s hereof governing	esaid, but also the non-productive wel nog the exhaustion of elay rental or common such payment and t	Lessee's option of e l shall be accepted by r abandonment of al ence operations for the effect thereof sha	tector in the test of the test	as aforesaid, ar
inditions provided for herein unless the Lesses shall refuse or neglect to pay or perform the same for ten days after having; or wed written notice by registered mail from the Lessor of his intention to declare such default, 3. Lessor reserves 200,000 cubic feet of gas per annum for domestic use, to be taken through his own appliances at any producit taking and use of gas shall be wholly at his own risk, the Lesse ent to be held liable for any accident or damage caused three by shall Lesses be liable for any shortage or failure in the supply of gas for said domestic use. 1. Lesses shall have the right to use any formation undexlying the leased premises for the etcosage of gas and shall have the right and use of gas hall be provisions of this lease shortage, and shall have the lesses that the lesses of the standard shall be the provisions of this lease shall have the lesses that the lease of the lesses that the lease of the standard shall be the lesses that the lease of the lease of the lease of the standard length of the lease	5, All moneys coming due hereu	nder shall be paid	or tendered to	ROSE 5	Metz	
it or units according to the rules and assigns, the right to unitize this lease with other leases to form a drilling the rules and regulations which may be adopted for the proper development and conservation of the field. In the text this lease is so unitized, the Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of the royalty above the total acreage comprising the unit. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royalty above the recited shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided. No well may be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lesso sees shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this least so of Lessor. Lessee shall also have the right at any time to remove all or any part of the machinery, fixtures or structure and privileges necessary and convenient for the proper use and development of this least so fleesor. Lessee shall also have the right at any time to remove all or any part of the machinery, fixtures or structure and privilege on said premises, including the right to draw and remove casing. Lessee shall pay for damages caused by its operations the record of the machinery fixtures or structure working crops on said lands, and, when requested by Lessor, shall bury its pipe lines below plow depth. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly apart or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such deads and the assigned as to any part or parts of the above described land and the assigned considerable thereof shall make due payment of said rental. No change of ownership in the land or in the rentals or royalties shall decay thereof. At any time, Lessee, its	ived written notice by registered reference of the second written notice by registered reference of the second written notice by registered reference of the second with the second with the register of the second with the right of the lesson are registered with the register of the lesson are registered with the register of the lesson are registered with the registered with the lesson are registered as the registered with the lesson are registered as the registered with the lesson are registered as the registered with the r	s the Lessee shall mail from the Lesso eet of gas per annual fair domestic rate sholly at his own risportage or failure in the store and product of the less shall of the less shall of the less shall of the less shall of	refuse or neglect to r of his intention to um for domestic use for any gas used in k, the Lessee not to the supply of gas tion underlying the use such stored ga	pay or perform the declare such defaul, to be taken through excess thereof. Let be held liable for a for said domestic us leased premises for said while the premises while the premises.	o make any payment e same for ten days it. h his own appliances soor further covenants my accident or damage e. the storage of cas for such storage rives and so used, and so	at any producing and agrees that caused thereby and shall have ghts, the Lesses long as the stor-
No well may be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lessos sees shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this leass is of Lessor. Lessee shall also have the right at any time to remove all or any part of the machinery, fixtures or structure wing crops on said lands, and, when requested by Lessor, shall bury its pipe lines below plow depth. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly a part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such de assignee thereof shall make due payment of said rental. No change of ownership in the land or in the rentals or royalties shall do copy thereof. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancelation as the payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this ten, or to the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by mail adcounty in which the land is located. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee and it has been furnished with a written transfer or assignment or a cer which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this ten, or to the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by mail adcounty in which the land is located. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee and its pay, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described by applying any royalty or rentals accruing	it or units according to the rules an ent this lease is so unitized, the Le poided, as the acreage covered by I. If said Lessor owns a less into	and regulations which ssor agrees to accept this lease bears to	assigns, the right t may be adopted for t, in lieu of the roya the total acreage co	o unitize this lease the proper developm lty hereinbefore recite imprising the unit.	ed, such proportion of	the field. In the
which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this shall become absolutely null and void. This surrender may be made to the Lessor, or if more than one Lessor, then to any one sed to the post office address of such person, or by recording a duly executed surrender thereof in person or by mail address or such person, or by recording a duly executed surrender thereof in the Recorder's office of Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee 08/it 8/20 pay, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described by applying any royalty or rentals accruing hereunder to the discharge of any holder or holders thereof and may reimburse. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall be subrogated to the production continues. If after the expiration of the term of this lease production from the lease of the le	No well may be drilled nearer the see shall have and enjoy all right shall have the right to use, free is of Lessor. Lessee shall also held on said premises, including the wing crops on said lands, and, we will be interest or estate of either wed. In event this lease shall be a part or parts shall fail or make the shall not operate to defeat or af assignee thereof shall make due poinding on the Lessee until after and copy thereof.	nan 200 feet to the ats and privileges read of cost, gas, oil and ave the right at a eright to draw and when requested by party hereto may eassigned as to a default in the pay ffect this lease insol payment of said remotice to the Lessee and payment of the control of the cost of th	house or barn now necessary and convert decessary and the proportion of the propor	on said premises we nient for the proper in said land for its of all or any part of assee shall pay for one in the said land for its pipe lines below privilege of assigning the above described tionate part of the reart or parts of said ownership in the land unnished with a write	ithout the written con use and development operations thereon, exists the machinery, fixture lamages caused by it low depth. In whole or in partial and and the assigneer earls due from him or land upon which the door in the rentals of the trent transfer.	nsent of Lessor. In the finis lease, cept water from the finis lease, cept water from the first operations to the first operations to being expressly ever assignees of them, such desaid Lessee or royalties shall
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WELL OPERATOR GENE STALNAGES, INCUESTADORESS P.O. BOX 178-220 W. MAIN ST.



This assignment is made subject to all the royalties, terms, provisions and conditions set out and being a part of the original oil and gas lease and intervening assignments.

WITNESS the following signature and seal.

By: D. L. Sewart

STATE OF WEST VIRGINIA. COUNTY OF WOOD, TO-WIT:-

The foregoing instrument was acknowledged before me this the 15th day of February, 1983, by D. L. Stewart, President of Shale Service, Inc., a West Virginia Corporation, on behalf of said Corporation.

My Commission expires: August 15, 1991.

Notary Public for Wood County, West Virginia.

Prepared by: Deve Shluker

08/18/2023