



1) Date: Feb. 15, 1983
 2) Operator's Well No. Swadley # 4
 3) API Well No. 47 085 6275
 State County Permit

DRILLING CONTRACTOR:

Gene Stalnaker, Inc.
P.O. Box 178
Glenville, WV 26351

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

OIL AND GAS WELL PERMIT APPLICATION

- 4) WELL TYPE: A Oil / Gas X /
 B (If "Gas", Production / Underground storage / Deep / Shallow X /)
- 5) LOCATION: Elevation: 1180 Watershed: Indian Run
 District: Murphy County: Ritchie Quadrangle: Harrisville 7.5
- 6) WELL OPERATOR Gene Stalnaker, Inc. 11) DESIGNATED AGENT Gene Stalnaker
 Address P.O. Box 178 Address P.O. Box 178
Glenville, WV 26351 Glenville, WV 26351
- 7) OIL & GAS ROYALTY OWNER J. N. Swadley 12) COAL OPERATOR n/a
 Address Rt. 9 Box 89 Address
Parkersburg, WV 26101
- Acreage 20 of 86
- 8) SURFACE OWNER J. N. Swadley 13) COAL OWNER(S) WITH DECLARATION ON RECORD:
 Address Rt. 9 Box 89 Name n/a
Parkersburg, WV 26101 Address
- Acreage 86 Name
- 9) FIELD SALE (IF MADE) TO: Address
- 10) OIL & GAS INSPECTOR TO BE NOTIFIED Name Samuel Hershman Address
- Name Samuel Hershman Address
- Address P.O. Box 66 Smithville, WV 26178 Address
- 477-3597 Name
- 15) PROPOSED WORK: Drill X / Drill deeper / Redrill / Fracture or stimulate FEB 18 1983
 Plug off old formation / Perforate new formation
 Other physical change in well (specify)
- 16) GEOLOGICAL TARGET FORMATION, Devonian Shale 14) COAL LESSEE WITH DECLARATION ON RECORD:
 Name n/a Address
- 17) Estimated depth of completed well, 5200 feet
 18) Approximate water strata depths: Fresh, 160 feet; salt, feet.
 19) Approximate coal seam depths: n/a Is coal being mined in the area? Yes / No X

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OIL AND GAS DIVISION
 WV DEPARTMENT OF MINES

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	11 3/4			X		40'			Kinds
Fresh water									
Coal									Sizes
Intermediate	8 5/8	CW	231b	X		1300'	1300'	To Surface	
Production	4 1/2	ERW	10.50	X		5200	3000'	Fill	Depths set
Tubing								Up	
Liners									Perforations:
									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: Barbara C. Smith
 My Commission Expires November 9, 1992

Signed: Gene Stalnaker
 Its: President

OFFICE USE ONLY
DRILLING PERMIT

Permit number 085-6275 Date February 21 08/18/2023 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 21, 1983 unless drilling is commenced prior to that date and prosecuted with due diligence.

Bond: <u>BB</u>	Agent: <u> </u>	Plat: <u> </u>	Casing: <u> </u>	Fee (2): <u>13024</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

08/18/2023


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 _____

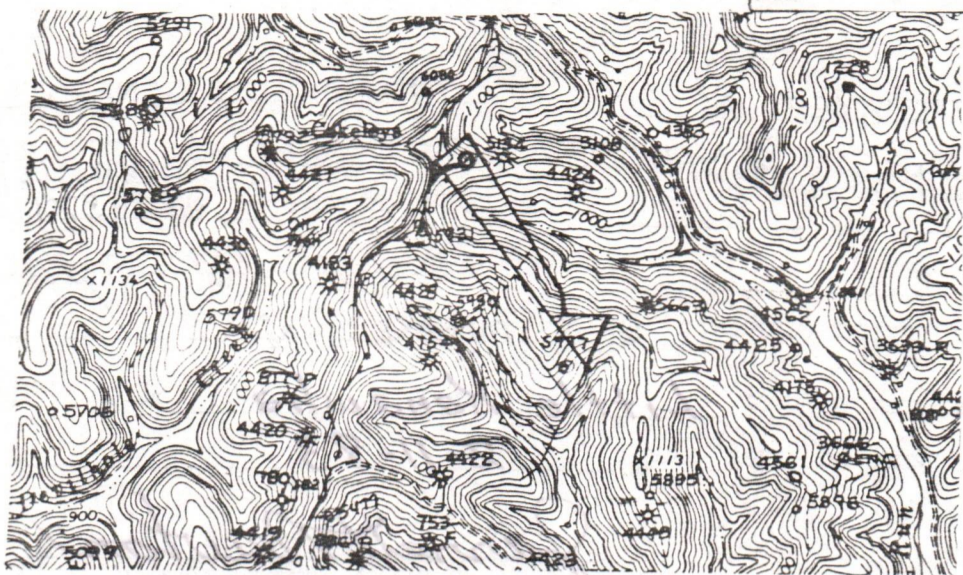
By _____

Its _____

LEGEND

Well Site 



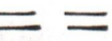









Access Road 

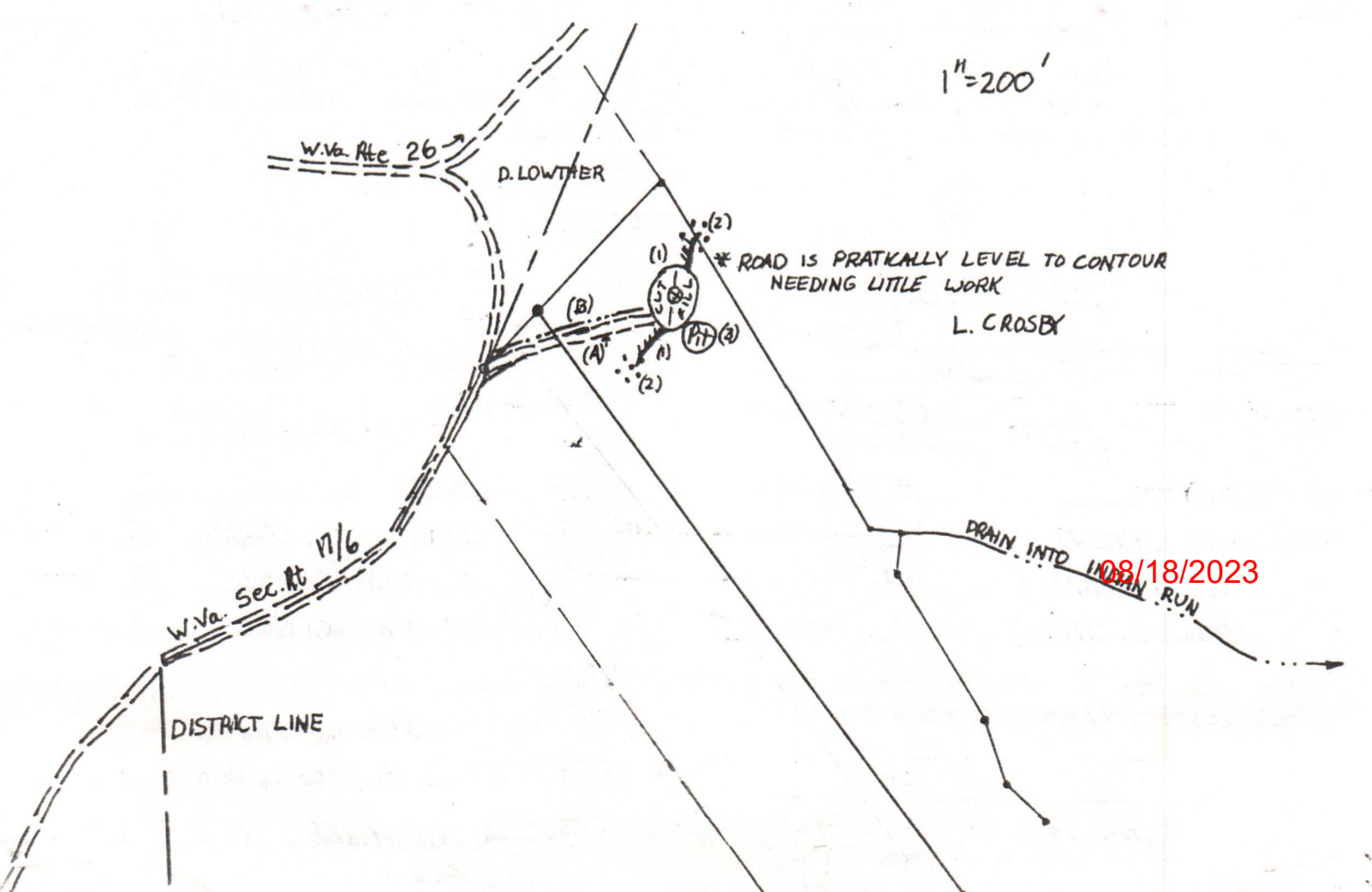


WELL SITE PLAN

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 	Wet spot 
Planned fence 	Building 
Stream 	Drain pipe 
Open ditch 	Waterway 



FEBRUARY 8, 1983

WELL NO. SWADLEY #4

State of West Virginia REF. NO. 47 - 085 6275

Department of Mines
Oil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME GENE STALNAKER INC

DESIGNATED AGENT GENE STALNAKER

Address P.O. BOX 178-220 W. MAIN ST.
Glennville, W. Va. 26351

Address P.O. BOX 178-220 W. MAIN ST.
GLENVILLE, W. Va. 26351

Telephone 462-5701

Telephone 462-5701

LANDOWNER J.N. SWADLEY

SOIL CONS. DISTRICT LITTLE KANAWHA

Revegetation to be carried out by GENE STALNAKER, INC. (Agent)

This plan has been reviewed by Little Kanawha SCD. All corrections and additions become a part of this plan: 2-11-83 (Date)

Jarrett Newton
(SCD Agent)

ACCESS ROAD

LOCATION

Structure EARTHEN & STONE (A)

Structure DIVERSION DITCH (1)

Spacing _____

Material EARTHEN

Page Ref. Manual (2-14)

Page Ref. Manual (2-12)

Structure DRAINAGE DITCH (B)

Structure ROCK-RIP-RAP (2)

Spacing _____

Material ROCK

Page Ref. Manual (2-10)(6) 2-12

Page Ref. Manual (2-16)(6-4)

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Structure _____ FEB 18 1983

Structure Pit (3)

Spacing _____

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

Material EARTHEN

Page Ref. Manual _____

Page Ref. Manual N/A

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

Line 2 Tons/acre
or correct to pH 6.5

Line 2 Tons/acre
or correct to pH 6.5

Fertilizer 600 lbs/acre
(10-20-20 or equivalent)

Fertilizer 600 lbs/acre
(10-20-20 or equivalent)

Mulch (HAY) 2 Tons/acre

Mulch (HAY) 2 Tons/acre

Seed* ANNUAL RYE GRASS 10 lbs/acre

Seed* ANNUAL RYE GRASS 10 lbs/acre

ORCHARD GRASS 10 lbs/acre

ORCHARD GRASS 10 lbs/acre

LADINO CLOVER 3 lbs/acre

LADINO CLOVER 3 lbs/acre

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

MARK C. ECHARD

PLAN PREPARED BY STAR Rte 71, Box 6

NOTES: Please request landowners' cooperation to protect new seedlings for one growing season

ADDRESS GLENVILLE, W. Va. 26351
462-5565

A S S I G N M E N T

THIS ASSIGNMENT, Made this 30 day of August,
 19 82, by and between J. D. SIMON,
 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 here-
 by 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, 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.

08/18/2023

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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:

J. D. Simon
J. D. Simon

STATE OF WEST VIRGINIA,
COUNTY OF RITCHIE, to-wit:

I, Raymond W. Hudkins, 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 the 30 day 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
My Commission Expires Raymond W. Hudkins
Notary Public

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

08/18/2023

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

RECEIVED

JUL 15 1985

OIL & GAS DIVISION
DEPT. OF MINES

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

Farm: J N SWADLEY

County: RITCHIE

#4

Well no.:

Date expired: / / 0

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

Signed: Samuel N. Hersman

Date: 7-11-85

08/18/2023

RECEIVED

JUL 15 1985

DEPT. OF MINES
OIL & GAS DIVISION

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

County: RITCHIE
Well no. 1
Date expired: 1/0

FARLEY N SWADLEY

Permit number: 17-82-6275
Company: STALNAKER, GENE
Date: 27-Jun-85
Date issued: 2/21/83

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

Signed: *James M. ...*

Date: 7-11-85

08/18/2023



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

ARCH A. MOORE, JR.
 Governor

July 29, 1985

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

In Re: Permit No: 47-085-6275
 Farm: J. N. Swadley
 Well No: 4
 District: Murphy
 County: Ritchie
 Issued: 2-21-83

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,

Theodore M. Streit

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.

12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancellation, 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 Lessee ^{08/18/2023} 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 AD Steed

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

There is also attached to this lease an agreement for the lessee

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

WITNESS:

Bonnie Swadley (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL)

WEST VIRGINIA ACKNOWLEDGMENT

STATE OF WEST VIRGINIA COUNTY OF Ritchie

To-wit:

I, H. D. Handbanger a Notary Public of said County, do hereby certify that

whose name is signed to the within writing bearing date the 21st day of August, 1982

has this day acknowledged the same before me in my said County

Given under my hand this 24 day of August, 1982 Notary Public

My Commission expires May 9, 1983

WEST VIRGINIA ACKNOWLEDGMENT

STATE OF WEST VIRGINIA COUNTY OF

To-wit:

I, a Notary Public of said County, do hereby certify that

whose name signed to the within writing bearing date the day of, 19

has this day acknowledged the same before me in my said County.

Given under my hand this day of, 19 Notary Public

My Commission expires

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 that he did sign the foregoing instrument, and that the same is free act and deed. In testimony

whereof I have hereunto subscribed my name at this day of, 19

My Commission expires Notary Public

Oil and Gas Lease

08/18/2023

RECORDING DATA: Date, Acres, Location, County, State, Term

Filed and admitted to record in the office of the Clerk of the County Commission of Ritchie County, W. Va. AUG-27-1982 11:00 o'clock A.M. Recorded in LEASE Book No. 147 Page 696 Tester: Synola B. May Jr Clerk

This instrument was prepared by ADSteed

08/18/2023

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

There is also attached to this lease an agreement for the Lessee

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

WITNESS:
Teresa Stout (SEAL)
Roger Stout (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WEST VIRGINIA ACKNOWLEDGMENT

STATE OF WEST VIRGINIA
COUNTY OF Wood } To-wit:
I, Jayce H. Sims a Notary Public of said County, do hereby certify that
Teresa Stout and Roger Stout
whose name is signed to the within writing bearing date the 25 day of August, 1982
has this day acknowledged the same before me in my said County.
Given under my hand this 25 day of August, 1982.
Jayce H. Sims
Notary Public
My Commission expires October 13, 1983

WEST VIRGINIA ACKNOWLEDGMENT

STATE OF WEST VIRGINIA
COUNTY OF } To-wit:
I, a Notary Public of said County, do hereby certify that
whose name signed to the within writing bearing date the day of 19
has this day acknowledged the same before me in my said County.
Given under my hand this day of Notary Public
My Commission expires

OHIO ACKNOWLEDGMENT

STATE OF OHIO, } SS.
COUNTY OF
Before me, a Notary Public in and for said county, personally appeared the above named
who acknowledged
that he did sign the foregoing instrument, and that the same is free act and deed. In testimony
whereof I have hereunto subscribed my name at this day of 19
My Commission expires Notary Public

Globe Form 100 - Rev.
(Standard Ohio & W. Va.)

Oil and Gas Lease

08/18/2023

TO
Date
Acres
Location
County
State
Term
RECORDING DATA:

Filed and admitted to record in the office
of the Clerk of the County Commission of Ritchie
County, W. Va. AUG 27 1982
11:00 o'clock A M
Recorded in lease
Book No. 147 Page 702
Testes: J. M. Mankie Clerk

Globe Printing & Binding Co., Parkersburg, W. Va.

This instrument was prepared by A D Steed

08/18/2023

OIL AND GAS LEASE

AGREEMENT, made and entered into this 21 day of August A. D. 1982 by and between J.N. Swadley heirs: Maxine S. Hickman and John L. Hickman, Sr

of Parkersburg, W. Va party of the first part, hereinafter called Lessor (whether one or more), and J. D. Simon party of the second part, hereinafter called Lessee;

1. WITNESSETH: That the Lessor, in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and all of the constituents of either in and under the land hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and of storing gas of any kind in any formation underlying the land, and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water, laying pipe lines, erecting tanks, machinery, powers and structures, and to possess, use, and occupy so much of said premises as is necessary and convenient for said purposes and to convey

the above named products therefrom or thereto by pipe lines or otherwise; said land being situate in Murphy District, County of Ritchie, State of W. Va. and described as follows, to-wit: Bounded on the

NORTH by lands of J.N. Swadley heirs, EAST by lands of W.F. Swadley, SOUTH by lands of J.C. Swadley, WEST by lands of W. Va. Pulp + Paper Co. Containing 56 (fifty-six) acres, more or less and being the same land conveyed to lessor by

by deed dated Harrisville Book No. 93 and recorded in said county records in Page 337

2. It is agreed that this lease shall remain in force for a primary term of One years from this date and as long thereafter as operations for oil or gas are being conducted on the premises, or oil or gas is found in paying quantities thereon, or any formation underlying the herein leased land is used for storage of gas as provided under paragraph 7 hereof.

3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipe line to which he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, and shall pay Lessor 1/8 of all production

for all gas and casing head gas produced and sold from the premises, payable monthly; provided, Lessee shall pay Lessor a royalty at the rate of Fifty Dollars per year on each gas well while, through lack of market, gas therefrom is not sold or used off the premises, and while said royalty is so paid said well shall be held to be a paying well under paragraph 2 hereof.

4. The Lessee shall commence operations for a well on the premises on or before August 30, 1985, unless Lessee pays thereafter a rental of for each months that operations are delayed from

the time above mentioned. The consideration first recited herein, the down payment, shall cover not only the privilege granted to the date when first said rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid, and any and all other rights conferred. The drilling of a non-productive well shall be accepted by the Lessor in lieu of delay rental for a period of one year after its completion, and following the exhaustion or abandonment of all wells the Lessee shall have the right for a period of one year to resume the payment of delay rental or commence operations for another well. Upon the resumption of payment of rentals the provisions hereof governing such payment and the effect thereof shall continue in force as though they had not been interrupted.

5. All moneys coming due hereunder shall be paid or tendered to Rose S. Metz direct, or by check payable to his (or her) order mailed to Rt. 9 Box 89 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.

6. Lessor reserves 200,000 cubic feet of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

7. Lessee shall have the right to use any formation underlying the leased premises for the storage of gas and shall have all rights and rights of way 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 so long as the storage payment is made, all provisions of this lease shall remain in full effect.

8. Lessor further grants to the Lessee, his heirs and assigns, the right to unitize this lease with other leases to form a drilling unit or units according to the rules and regulations which may be adopted for the proper development and conservation of the field. In the event this lease is so unitized, the Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of the royalty above provided, as the acreage covered by this lease bears to the total acreage comprising the unit.

9. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.

10. No well may be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lessor. Lessee shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. Lessee shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises, including the right to draw and remove casing. Lessee shall pay for damages caused by its operations to growing crops on said lands, and, when requested by Lessor, shall bury its pipe lines below plow depth.

11. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed. In event this lease shall be assigned as to any part or parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default 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.

12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancellation, 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.

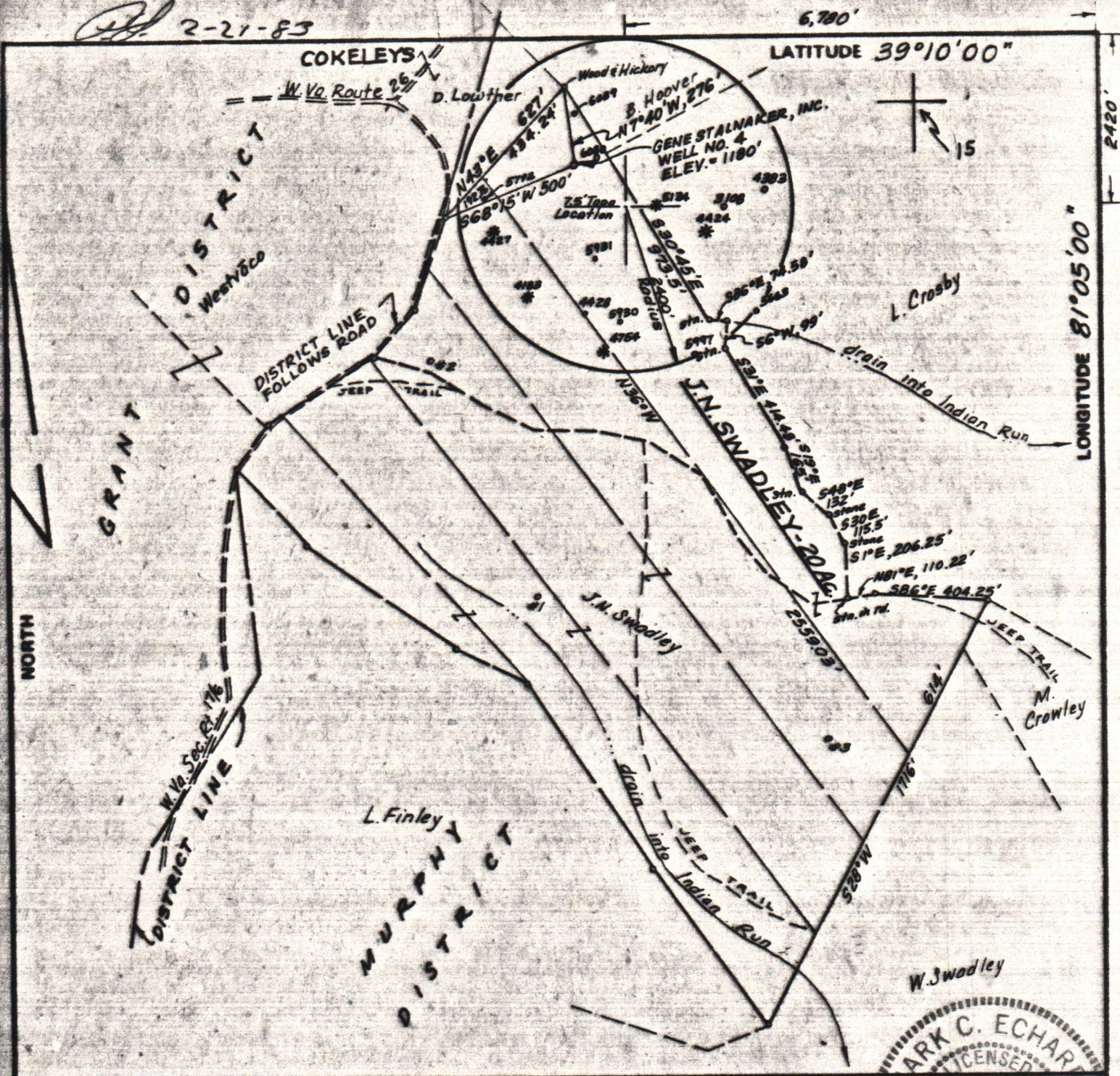
13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee at its option may pay, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and in event it exercises such option, 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.

08/18/2023

This instrument was prepared by A D Steed

2-21-83

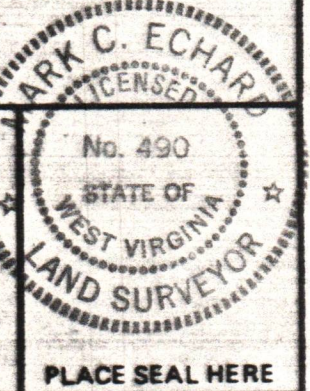


FILE NO. _____
 DRAWING NO. _____
 SCALE 1" = 500'
 MINIMUM DEGREE OF ACCURACY 1/200
 PROVEN SOURCE OF ELEVATION USGS BM ON RT. 26 1400' N.E. OF LOCATION, ELEV = 1280'

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-B (8-78)



DATE FEBRUARY 8, 19 83
 OPERATOR'S WELL NO. FOUR
 API WELL NO. _____
47 - 085 - 6275
 STATE COUNTY PERMIT
cancelled

STATE OF WEST VIRGINIA
 DEPARTMENT OF MINES
 OIL AND GAS DIVISION

WELL TYPE: OIL GAS LIQUID INJECTION _____ WASTE DISPOSAL _____
 (IF "GAS.") PRODUCTION STORAGE _____ DEEP _____ SHALLOW
 LOCATION: ELEVATION 1180' WATER SHED INDIAN RUN
 DISTRICT MURPHY COUNTY RITCHIE
 QUADRANGLE HARRISVILLE 75'
 SURFACE OWNER J.N. SWADLEY ACREAGE 86
 OIL & GAS ROYALTY OWNER J.N. SWADLEY LEASE ACREAGE 20 of 86
 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 MARCELLUS SHALE ESTIMATED DEPTH 5200'
 WELL OPERATOR GENE STALNAKER, INC. DESIGNATED AGENT GENE STALNAKER, INC.
 ADDRESS P.O. BOX 178-220 W. MAIN ST. GLENVILLE, W. VA. 26351 ADDRESS P.O. BOX 178-220 W. MAIN ST. GLENVILLE, W. VA. 26351

RIT. 6275

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.

SHALE SERVICE, INC.,

By: D. L. Stewart
It's President

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.

James M. Rowell
Notary Public for Wood County,
West Virginia.

Prepared by:

Gene A. Tucker

08/18/2023