

1) Date: April 28 , 19 83
2) Operator's Well No. Bickel #3
3) API Well No. 47 085 6452
State County Permit

DRILLING CONTRACTOR:

Clint Hurt		DEPAR	STAT RTMENT O	E OF WEST VII F MINES, OIL A	RGINIA AND GAS DIVISIO	n somb yet atm h	
NEdens Fork,	WV	The water 27	mail of some survivale.		APPLICATION		
WELL TYPE: A O	X /	Gas X	lang lands	ur Kasansera ()			
							/ Shallow X_/)
LOCATION: Ele	vation: 1	037.65	of superior	Watershed: Bu	ffalo Run	of North F	ork of Hughes Retroleum 7.5
WELL OPERATOR I	Wayman W	Buch	anan	County: R	DESIGNATED	AGENT Leroy	Hopkins
Address 44	4 Petrol	eum Co	mmerce	Bldg.	Address	P. O. Box Kenna, WV	100
	n Antoni	o, Tex	Estat	.e		horsopi ai it	ew other Wallet
OIL & GAS ROYALTY OWNER	Theora	Bickel	, XXXX	Donle 12		ror None	(a siot)0 (a
	Parker:				Address .	ustomice date thron	and and a second
Acreage 12!) COAL OWNER	(S) WITH DECLAR	ATION ON RECORD:
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Pai	Ferguso				Address		Lacron (e
Acreage 50					Name	Der mider (G.)	1995 49 117
FIELD SALE (IF MA	ADE) TO:		alements.	parinecebia, ;	Address	gradet moans en	GC-1803) - E3
Address				14) COAL LESSEE	WITH DECLARAT	ION ON RECORD:
OIL & GAS INSPEC					Name	atoMose DC at	TOTAL WALL
NameSamue]						organism of the	
Address P.	O. Box					64	1101/4 1000
PROPOSED WORK:	THE SECOND SECON				/ Frac		MAY, 4 - 1983
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	Other physic					we will	& GAS DIVISION
GEOLOGICAL TAR					MOMENT DURING	DE	PT. OF MINE
17) Estimated depth	of completed wel	ll,	5000	leet	salt, 1800		
18) Approximate was 19) Approximate coa	l seam depths:	Fresn,	N.				No_y
CASING AND TUBI							
CASING AND TUBI					e sant en re	27 28 50 31 80	MI CHAIN
CASING OR TUBING TYPE	SPECI	FICATIONS Weight		FOOTAG	Left in well	CEMENT FILL-UP OR SACKS	PACKERS
Size	CONTRACTOR OF TAXABLE PARTY.	per ft. N	ew Used	For drilling	Left in well	(Cubic feet)	Kinds
Conductor 9 5	/8	TUCO DISS	X	375	375	CITC.	NEAT
Coal	emperge tain	JE 300 3.	at who	19010 20 70410	lo or server, ile	identification 2	Sizes
Intermediate 7			X	rests er englige	1900	Circ.	S OF THE SECOND SECOND
Production 4 1	/2	DA EG DE	X	east done has	5000	240 sks.	Depths set OR CLS REG
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Liners	S. A. C. M. S. C.			Para Contractor		and the second	Perforations: Top Bottom
tau en a sy lund	Title application of	of the san	12 2 3 1	mun saptivo tõi s	STAN TO THE REST.	K 541 7/3/36 70/3/4	Call Regulation
The requireme ROYALTY PROVIS Is the right to extract, similar provision for	ne of the follows: lease or leases on the of Code 22-4 IONS produce or mar compensation to	or other cor -1-(c) (1) the ket the oil or o the owner	rough (4). (ract or contracts See reverse side f	or specifics.) or continuing contra	e right to extract oil of	or gas. The state of the state
produced or markete the answer above is No	, nothing addition	onal is need	ed. If the an	swer is Yes, you	may use Affidavit I	Form IV-60.	
Required Copies (See	reverse side.)						diversed by band to the above
) Copies of this Permit	Application and	d the enclos	ed plat and see on or be	reclamation plan fore the day of th	nave been mailed by ne mailing or deliver	y registered mail or do	elivered by hand to the above lication to the Department of
Mines at Charleston,		USAN NOS	of the state of th	Control Control	1	0 11	1 const
Notary:	10 10 15 V4 C H	N-311 Y LONG	LINE WHI	li m ve Kon	Signed: Je	cay Hop	oping
My Commission Expire	es		4.44		Its: Des:	ignated Age	ent
				FFICE USE	ONLV		And the second s
				RILLING PE			
ermit number	+7-085-645	2		MEDING I E		May 11	08/18/2023
his permit covering the	conditions cont	of roads lo	and on the	reverse hereof. N	otification must be ted work. In addition	given to the District (nce with the pertinent legal re-
ermit expires	Januar	y 11, 1	984	unless o	Irilling is commence	d prior to that date an	d prosecuted with due diligence.
Bond: A	gent: P	lat:	Casing	Fee		11/	
1313	los	0	199	2141	A	dministrator, Office of	of Oil and Gas
			Victoria de la Constancia de la Constanc				

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
 - 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
- 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.

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	XAMO	WAIVER		
The undersigned coal operatoramined this proposed well location. If a added to the mine map. The undersigned operator has complied with all applicable.	mine map exists w d has no objection ole requirements of	hich covers the area to the work proposed the West Virginia (of the well location, the we d to be done at this location	ll location has been, provided, the well
case to met unite may proseenly a with due diligence	drilling is commenced	enless	KI GE VICUAT	Permit exerces
Date:, 19		By	Bright make	Bonds

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ATTACH OR PHOTOCOPY SECTION OF LEGEND INVOLVED TOPOGRAPHIC MAP. QUADRANGIE PETROLEUM (7,5) Well Site Access Road BICKEL 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 -Road = = = = = Spring O-> Existing fence -x-Wet spot Planned fence --/-Building [Stream \... Drain pipe -0-Open ditch -Waterway C=== Location is on the top os a ridge 2 to 4% slope, now covered with large timber. Size of location 225' X 225'. All timber will be cut and stacked according to land owners wishes. Access road will have side slopes and cross drains. 2to 45. Reclamation will be done 6 mos. %SLUPE after well is completed. 08/18/2023 WESUALD RD. TO WASBURN RD. 3 miles



DATE Jan. 5. 1983
WELL NO. Bickel No. 3

State of West Wirginia API NO. 47-085-6452

Bepartment of Mines Gil and Gas Bivision

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME	Wayman Buchanan	I	DESIGNATED AGE	NT Leroy	Hopkins	3
Address	San Antonio, Texas		Address	-	1	
	512-223-3897		Telephone			
LANDOWNER	Westvaco		SOIL CONS.	DISTRICT	Little	Kanawha
Revegetation	to be carried out by	Un	known Contra	ctor		(Agent
This plan	has been reviewed by	L	ittle Kanawh	a son.	All corn	ections
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	1 2:7 & 2:8		Page Ref. 1	Manual	3:67	:7
					1611	
cructure	Cross Drains .	(C)	Structure	E-2-	202	
Spacing 13	5 400.		Material_	MAY 4 - 1	983	
	2:1 & 2:4		Page Ref. 1	Mamma ISAS D	VISION	
			DE	PT. OF	MINES	
All struct	tures should be inspected timber is to be cut and s	d regular	lu and repair	ed if nece	ssary. A	111
cut and remo	oved from the site before	e dirt wo	rk begins.	ara omarr	•	
. 14						
		REVEGETAT	TON			
	Treatment Area I			Treatment	Area II	•
Lime	3 Tons/ac	TA .	Lime			Tons/ac
or correct			or corr	ect to pH_	6-5	_
Fertilizer	600 lbs/acr	е	Fertilizer	(10-20-20	or equiva	
	20-20 or equivalent) 2 Tons/ac	~~	Mulch Hay			
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Crown V				ino Clove		5lbs/ac
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		PLAN	PREPARED BY	Olin Sho	ckey	
MOTES: Flo	nes request landowners!		ADDRESS	RT. 1, E	30x 139-	В
	on to protect new for one growing season.			Ravenswo	ood, WV	26164
Attach se	parate sheets as		PHONE NO.	273-2246		
necessary	UI CUMMETICO.		- HOLVE INC.			

Oil and Gas Lease

43424

Made and entered into the 2ndey of September A.D., 1982 by and between Agreement THE PARKERSBURG NATIONAL BANK, a national banking association as Executor and Trustee under the Will of Theora Estelle Bickel, deceased. part _____of the first part hereinafter called Lessor and MORRIS EXPLORATION COMPANY, Peoples Building, Charleston, WV. 25301, party of the second part, hereinafter called Lessoe, WITNESSETH: 1. That for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations in hand paid by Lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, Lessor does hereby grant, demise, lease, and let onto Lessee. for its exclusive possession and use for the purpose of (a) exploring, prospecting, drilling, operating for and producing oil and gas, including casinghead gas and casinghead gasoline condensate, (b) saving, treating, transporting and caring for said products, (c) removing therefrom, and from lands operated therewith, brine and other refuse and injecting the same, gas, and any other substances into the subsurface thereof, (d) exercising all rights and privileges hereinafter granted to Lessee, (e) constructing, operating and maintaining thereon all structures and facilities necessary or convenient for any and all said purposes and (f) pooling or unitizing the same with other lands for such purposes, as hereinafter more fully set out, all that certain tract of land situated in the District of _State of West Virginia Ritchie Grant Buffalo Run ___ and described as follows: All of Lessors interest as Executor and Trustee under the Will of Theora Estelle Bickel, deceased, recorded in Will Book 26, Page 187 of the Records of Wood Co., West Virginia. More particularly described in Deed Dated March 3, 1911 and said to contain 320.00 acres, more or less. Being all of the interest (oil & gas) in Deed from Wm. H. Bickel Sr. to Wm. H. Bickel Jr. and recorded in Deed Book 65, Page 300 of The Deed Records of Bitchie County West Virginia Records of Ritchie County, West Virginia. *Lessor agrees not to extend or renew any exsisting Oil and Gas lease on this Premises. ____on the East by John Dulaney & J.P. Beckner and bounded substantially by lands now or formerly owned as follows:
William Rutherford Adam Tennant & Susie Amos __on the West by Wheeling & West Liberty Oil Co. containing 320.00 acres, more or less. In addition to the above described land, any and all strings or parcels of land adjoining or contiguous to the above described land and owned or claimed by Lessor are hereby leased to Lessee Lessee shall be responsible for any damage to growing crops, fences, and buildings which may result from said operations. No well shall be drilled within 200 feet of any house or barn now on said premises without consent of Lessor. Lessor agrees that Lessee may enter upon leased premises, search for and clean out any abandoned oil or gas well, and such well shall then be considered to have been drilled under the terms of this lease. The same may be properly plugged and abandoned again or refitted and utilized by Lessee for the production of gas or oll. Lessor shall allow Lessee reasonable easements for roadways or pipelines on or across lands herein leased for operations conducted on other lands operated by Lessee. agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or In part, and if Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. When required by 2. Lessor hereby dien state, federal or other law, Lessee may withhold taxes with respect to rental, royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority for the credit of Lessor.

TWO 1-19-83

3. It is agreed that this lease shall remain in force for the term of years from the specified land, or any portion thereof, or any other land pooled or unitized therewith as provided in Paragraph Four (4) hereof, is operated by the Lessee in the search for or production of oil or gas, or as long as oll or gas is being withdrawn from the premises by Lessee, or as long as this lease is extended by any other provisions contained herein. 4. Lessee hereby is given the right at its option, at any time within the primary term hereof or at anytime during which this lease may be extended by any provision hereof, and from time to time within such period, to pool, reform, enlarge and/or reduce such unit or pool, and repool all or any part or parts of leased premises or rights therein with any other land in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land so as to create units of such size and surface acreage as Lessee may desire, but containing not more than 640 acres each plus 10% acreage tolerance. If at any time larger units are specified under any then applicable law, rule, regulation or order of any governmental authority for the drilling, completion, or operation of a well, or for obtaining maximum allowable, any such unit may be established or enlarged to conform to the size authorized. Each unit or reformation thereof may be created by governmental authority or by recording in the appropriate county office a Declaration containing a description of the unit so created, specifying the formation and substances so pooled. Any well which is commenced, or is drilled or is producing on any part of any lands theretofore or thereafter so pooled shall, except for the payment of royalties, be considered a well commenced, drilled, and producing on leased premises under this lease. There shall be allocated to the portion of leased premises included in any such pooling or repooling such proportion of the actual production from all lands so pooled or repooled as such portion of leased premises computed on an acreage basis, bears to the entire acreage of the lands so pooled or repooled. The production so allocated shall be considered for the purpose of payment or delivery of royalty to be the entire production from the portion of leased premises included in such pooling or repooling in the same manner as though produced from such portion of leased premises under the terms of this lease. Each of said options may be exercised by Lessee from time to time, and a unit may be formed either before or after a well has been drilled or production has been established on leased premises or on the portion of the leased premises which is included in the pool or on other lands which are pooled or repooled therewith. 5 The royaltles reserved by Lessor, and which shall be paid by Lessee, are: (a) on oil (including but not limited to distillate and condensate) one-eighth (1/8) of that produced and saved from the leased premises, the same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected, provided, however, Lessee may from time to time purchase such royalty oil, paying therefor the current market price at the wells in the field or area for oil (crude) having the same or nearest to the same gravity: (b) on gas, including casinghead gas and all other gaseous or vaporous substances, produced from said land and sold or used off the leased premises, the market value at the wells of one-pighth (1/8) of the gas so sold or used, such market value at the wells in no event to exceed the net proceeds received by Lessee calculated or allocated back to the wells from which produced, making allowance and deduction for a fair and reasonable charge for gathering, compressing and making merchantable such gas, provided, that on gas sold at the wells, the royalty shall be one-eighth (1/8) of the net proceeds received by Lessee from such sale, after such allowance and deduction, and provided further that, if any such sale of gas is regulated as to price by any governmental agency having jurisdiction, such market value or net proceeds shall in no event exceed the amount received by Lessee, not subject to refund, calculated or allocated back to the wells from which produced, making allowance and deduction of a fair and reasonable charge for gathering, compressing and making merchantable such gas and which amount may be further ad-Justed up or down prospectively or retrospectively when the price or rate authorized by such governmental agency is finally determined. During any period (whether before or after expiration of the primary term hereof) where there is a gas well on the leased premises or on a unit that includes all or a part of the leased premises, however designated, capable of producing gas in paying quantities and gas is not being sold or used and the well or wells are shut-in for a period of one year and there is no current production of oil or gas or operations on said leased premises or any portion or stratum thereof sufficient to keep this lease in force, Lessee shall be obligated to pay or tender as shut-in royalty an amount (which shall be the same and shall be reid regardless of the number of shut-in wells and regardless of whether the shut-in well or wells be located upon said leased premises or upon such other acreage as is embraced in such unit) equal to the delay rental as provided herein, payable annually at the end of twelve months from date such well is shut in and while said royalty is so paid or tendered this lease shall be The amount of each such payment or tender may be paid by check or draft of Lessee in the same manner as provided in held as a producing property under the provisions of this lease. well or wells but shall be under no obligation to market such gas under terms, conditions, or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall have free use of oil, distillate, condensate, gas, and water from the leased premises for all operations hereunds. 10,000 RENTAL 15 TO BE PAID ON ORDER SHALL AND ORDER SHAL Paragraph Seven (7) hereof, and such payments may be made beyond the primary term. Lessee shall use reasonable dilligence to market gas capable of being produced from such shut-in per acre per year. Said delay rental shall be payable each six months thereafter during the primary term hereof until 100/400/2000 ommenced on the leased premises, or on acreage pooled therewith as above provided or until this lease is surrendered. If operations for drilling are commenced on the leased premises, or on acreage pooled therewith as above provided, before the end of the term for which delay rentals have been made to Lessor, the unaccrued portion of said payment shall be credited to Lessee on any delay rentals or royalties that may be due Lessor. Drilling operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations. 7. Failure to pay or error in paying any rental or other payment due hereunder shall not constitue a ground for forfeiture of this lease and shall not affect Lessee's obligation to make such payment, but Lesses shall not be considered in default on account thereof until Lessor has first given Lesses written notice of the non-payment and Lesses shall have failed for a period of sixty (60) days after receipt of such notice to make payment. Payment or tender of rental or other payment hereunder may be made by check or draft of Lessee delivered or malled to the authorized depository bank or Lessor (at address last known to Lessee) on or before such date for payment, and the payment or tender will be deemed made when the check or draft is so

delivered or mailed. If said named or successor bank (or any other bank which may, as hereinafter provided have been designated as depository) should fall or liquidate or for any reason refuse or fall to accept rental, Lessee shall not be held in default for fallure to make such payment or tender until sixty (60) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank to receive such payments or tenders. The above named or successor bank or any other bank which may be designated as depository shall be Lessor's agent.

print to discovery and production of our or gas on the least of print of cition gas the production thereof should cease from any nause, this lease shall not terminate if Lessee commences operations for drilling, deepening, plugging back, or reworking in ninety (90) days thereafter or if it be within the primary term, commences or resumes the payment or tender of delay rentals or commences operation for drilling, deepening, plugging or reworking on or before the delay rental paying date next ensuing after the expiration of ninety (90) days from date of completion of dry hole or cessation of production. If at any ti subsequent to ninety (90) days prior to the beginning of the last year of the primary term and prior to the discovery and production of oil or gas on the leased premises or on acreage pooled therewith, Lessee should drill a dry hole thereon, no delay 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, oll or gas is not being produced on the leased premises or on acreage pooled therewith, but Lessee is then engaged in drilling, deepening, plugging back, or reworking operations thereon or shall have completed a dry hole thereon within ninety (90) days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling, deepening, plugging back, or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days and, If they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises, or on acreage pooled therewith. Lessee, at any time, and from time to time, may surrender this lease as to all or any part or parts of leased premises by tendering an appropriate instrument of surrender to the Lesson or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereupon this lease, and the rights and obligations of the parties hereunder, shall terminate as to the part or parts so surrendered. Upon each surrender as to any part or parts of leased premises the rental and all other payments specified above shall be proportionately reduced on an acreage basis and Lessee shall have reasonable easements for then existing pipelines or roadways on the lands surrendered for the purpose of continuing operations on the lands retained. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, pipelines, fixtures, buildings, or other structures placed on said premises, including the right to pull and remove all casing. 10. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil or gas on, in or under any part of the leased premises less than the entire fee simple estate (whether Lessor's interest is herein specified or not and whether or not this lease purports to cover a whole or a fractional interest), then the royalties and delay rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Said Lessee shall not be required in any event to increase the delay rental or the gas or oil royalty payments hereunder by reason of any royalty or interest in sald oil or gas that may have been heretofore sold, reserved or conveyed by said Lessor or by his predecessors in title or otherwise; and if the Lessor does not have title to all the oil and gas in the leased premises, there shall be refunded such part of all payments made by the Lessee hereunder as shall be proportionate to the outstanding title, and all payments and royalties thereafter to be made shall be reduced in the same proportion. 11. In case of notice of, or an adverse claim to the premises, affecting all or any part of the delay rentals or royalties. Lessee may withhold payment or delivery of the same until their ownership is determined by compromise, or by final decree of a court of competent jurisdiction, and to this end Lessee may file a petition for interpleader. 12. The rights of either party hereunder may be assigned in whole or in part; but no change or division in ownership of the leased premises, delay rentals or royalties or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in such ownership or status shall be binding on Lessee until thirty (30)

- days after Lessee shall have been furnished by U.S. Mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. 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 the death of any person entitled to any sum hereunder, Lessee may pay or tender the same to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate or if there be none, evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more parties are entitled to or adversely claim any sum payable hereunder, or any part thereof, Lessee may pay or tender the same either jointly to such parties or separately or to each in accordance with his respective ownership thereof. In event of assignment of this lease as to a segregated portion of the leased premises, the delay rentals and shut-in royalties payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and the failure to pay delay rentals or shut-in royalties on the one segregated portion of the leased premises shall not affect the rights hereunder of the party holding the other segregated portion hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.
- 13. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this Lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof and Lessee, if in default, shall have 60 days after receipt of such notice in which to commence the compliance with
- Lessor shall be entitled, at his sole risk and expense, to 200,000 cubic feet of gas per annum free of cost for use in one domestic dwelling from one producing gas well on said the obligations imposed by virtue of this instrument. premises, providing that said well has sufficient pressure for such use. Lessor agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessee shall not be held liable for any accident or damage caused by Lessor's said use of gas, nor shall Lessee be liable for any shortage or failure in supply of gas for said domestic use.
- Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws of the state wherein premises are situated insofar as the same in any way may affect the purpose for which this lease is made.
- 16. Should any one or more of the parties named herein as Lessor fail to execute this lease, it shall nevertheless be binding on the party or parties executing the same and additional parties may execute this lease as Lessor, and this lease shall be binding on each party executing the same notwithstanding that such party is not named herein as Lessor; and all of the provisions of this lease shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns, and successive successors and assigns.
- 17. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having 17. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, roles, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, war, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, war, repenion, insufficient, fig., entire or transport source of such prevention or delay, and, at Lessee's option, the period of such prevention or delay or by other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay.

shall be added to the term hereot. Each time Lessee Begins drilling a well under this lease, Lessee must notify Each time Lessee Begins drilling a well under this lease, Lessee must notify Lessor by certified mail within 30 days. For each failure to comply with this, Lessor by certified mail within 30 days. For each failure to comply with this, In WITNESS WHEREOF, this instrument is executed on the date first above written. Lessee shall pay Lessor \$1000.00 in damage THE PARKERSBURG NATIONAL BANK, a nat-ional banking association as Executor WITNESS: Trustee under the Will of THEORA EXLE BICKEL, deceased JUNE WHYTSELL Officer ACKNOWLEDGMENT VIRGINIA WEST STATE OF WOOD in and for said June Whytsell acting in her capacity of The Parkersburg National Bank, Executor and A as Trustee under County, in the State aforesaid, of Trust Officer of Inc.

Will of Theora Estelle Bickel.

Whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged signed, sealed and delivered the said instrument as here and voluntary act, for the uses and purposes therein set forth, and desired the same to be recorded as personally known to me to be the same person____

She

My commission expires _____

C' Seal, Inis 3rd day of Sept February 2, 1987 Berry & Barnette Filed and admitted to record in the office ACKNOWLEDGMENT of the Clerk of the Cor 08/18/2023 in of Ritchie County, W. V. SEP 22 1982 in and for sa STATE OF SEP COUNTY OF County, W. Va. 1-2.1.3 County, in the State atoresaid, do hereby certify that personally known to me to be the same person __whose name___subscribed to the foregoing instrument, appeared before me this day in person, and a knowledge aigned, scaled and delivered the seld instrument as _____free and voluntary act, for the uses (and puppes therein set forth, and desired the same to be recorded Given under my hand and _____ Seal, this _____ day of ____ _ _ A D 19 Clerk 1.

ASSIGNMENT OF OIL AND GAS LEASES



STATE OF WEST VIRGINIA X

COUNTY OF KANAWHA

X

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, MORRIS EXPLORATION COMPANY, having an address of 401 Peoples Building, Charleston, West Virginia, 25301, hereinafter called "Assignor", is the owner and holder of those certain Oil and Gas Leases covering lands in the State of West Virginia, as more particularly described in the schedule of leases attached hereto, marked Exhibit "A", and by reference made a part hereof.

NOW THEREFORE, Assignor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by WAYMAN W. BUCHANAN, having an address of 444 Petroleum Commerce Building, San Antonio, Texas, 78205, hereinafter called "Assignee", and subject to further provisions set forth, has sold, assigned, transferred and conveyed and by these presents does sell, assign, transfer and convey unto Assignee all of Assignor's right, title and interest in and to each and all of the Oil and Gas Leases described and referred to upon Exhibit "A", together with all rights thereunder and incident thereto, including any and all personal property located thereon or used in connection therewith.

TO HAVE AND TO HOLD unto Assignee, their successors, legal representatives and assigns, subject to the following reservations and agreements, to-wit:

Assignor hereby excepts from this Assignment and reserves and retains unto Assignor an overriding royalty on the oil and gas (including the respective constituent elements produced with the oil and gas) that may be produced, saved and sold from the land covered by said lease.

(a) On Oil, Seven and One-half percent (7.5%) of 8/8 of all of that produced and saved, the same to be delivered at the wells or to the credit of Assignor into the pipeline to which the wells may be connected; and

08/18/2023

On gas, including casinghead gas or other gaseous substances produced and sold or used off the premises or in the manufacture of gasoline, or other products therefrom, the market value at the well of Seven and One-half percent (7.5%) of 8/8 of all of the gas sold or used.

This Assignment is made without warrant of title, either express or implied, and is subject to all of the terms, stipulations, covenants and conditions of said Leases.

EXECUTED this. Und day of (IN), 1982.

(This instrument was prepared by Stephen E. Cain, 401 Peoples Building, Charleston, West Virginia, 25301).

MORRIS EXPLORATION COMPANY a corporation,

By: ______

Jim P. Morris
'President

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 15th day of Movember, 1982, by Jim P. Morris,

President of MORRIS EXPLORATION COMPANY, a corporation.

My Commission Expires: 1) Com

NOTARY PUBLIC

EXHIBIT "A"

"Attached to and made a part of Assignment of Oil and Gas Leases dated October 4, 1982, by and between Morris Exploration Company, as Assignor, and Wayman W. Buchanan, as Assignee."

LEASE		LEASE		RECORDED	GROSS
NUMBER	LESSOR	DATE	COUNTY	BK/PG	ACRES
43-12-9	John Brasington, etux	08/20/82	Ritchie	148/94	46.17
53-17-G	Marvella Halbert, widow	08/26/82	Wirt	165/991	37.00
43-19-B	Duane Moats, etux	08/23/82	Ritchie	148/129	268.25
43-40	Leland Morton, etal	09/02/82	Ritchie	148/381	10.00
43-19-C	Robert M. Sigler, etux	08/23/82	Ritchie	148/379	268.25
43-19-1	Claude W. Swadley	09/13/82	Ritchie	148/248	268.25
43-19-2	Claude W. Swadley	09/13/82	Ritchie	148/247	268.25
43-19-D	Joe Sigler, etux	08/23/82	Ritchie	149/58	268.25
43-29-2	Charles F. Cannon	06/24/82	Ritchie	148/378	102.50
43-41	Edward K. Bender, etux	08/19/82	Ritchie		150.25
43-42-A	Parkersburg Nat'l. Bank	09/02/82	Ritchie	148/531	320.00
43-42-1	Harry A. Holliday	09/14/82	Ritchie	148/533	320.00
43-42-2	Mary Ann Conley, etvir	09/14/82	Ritchie	148/529	320.00
43-22-1	Carol S. Love, widow	09/20/82	Ritchie	148/437	75.50
43-32-C	Eugene R. Windom, etux	06/30/82	Ritchie	148/758	51.00
43-44	Robert J. Wyatt, etal	09/08/82	Ritchie	149/55	86.01
43-42-B	Winnie Snodgrass	09/23/82	Ritchie	149/53	320.00

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

Permit number: 47- 85-6452 Company: BUCHANAN, WAYMAN

cancel this well work permit.

Date: 27-Jun-85

Date issued: 5/11/83

Counts:RITCHIE Farm: WESTVACO BICKEL #3

Well no::

Date expired:/ / 0

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

Signed: Samuel M. Horoman

Date: 9-4-85



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

Telepho

September 11, 1985

ARCH A. MOORE, JR.

Wayman W. Buchanan 444 Petroleum Commerce Building San Antonio, Texas 78205

In Re:	Permit No:	47-085-6452	
	Farm:	Westvaco	
	Well No:	3	
	District:	Grant	
	County:	Ritchie	3
	Issued:	5-11-83	

Gentlemen:

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

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.

XXXXX PERMIT CANCELLED - NEVER DRILLED

Very truly yours,

Theodore M. Streit

TMS/ nw

