



1) Date: _____, 19____
 2) Operator's Well No. 212-1
 3) API Well No. 47 - 87 - 3800
 State County Permit

DRILLING CONTRACTOR:

Unknown

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 X / Underground storage _____ / Deep _____ / Shallow X /)
- 5) LOCATION: Elevation: 939' Watershed: Boner Hollow
 District: Walton County: Roane Quadrangle: Walton 7.5
- 6) WELL OPERATOR Key Oil, Inc. 11) DESIGNATED AGENT Joe McLaughlin
 Address P.O. Box 709 Address P.O. Box 709
Spencer, WV 25276 Spencer, WV 25276
- 7) OIL & GAS ROYALTY OWNER Albert Moore 12) COAL OPERATOR None
 Address Rd. 3 Address _____
Waynesburg, PA 15370
- 8) SURFACE OWNER Same 13) COAL OWNER(S) WITH DECLARATION ON RECORD:
 Name None
 Address _____
- 9) FIELD SALE (IF MADE) TO:
 Address _____
- 10) OIL & GAS INSPECTOR TO BE NOTIFIED
 Name Homer H. Dougherty
 Address Linden Route, Box 3-A
Looneyville, WV 25259

- 15) PROPOSED WORK: Drill X / Drill deeper _____ / Redrill _____ / Fracture or stimulate _____
 Plug off old formation _____ / Perforate new formation _____
 Other physical change in well (specify) _____
- 16) GEOLOGICAL TARGET FORMATION, Marcellus Shale
- 17) Estimated depth of completed well, 5,700' feet
- 18) Approximate water strata depths: Fresh, 200' feet; salt, 700' feet.
- 19) Approximate coal seam depths: None Is coal being mined in the area? Yes _____ No X

RECEIVED
 JUN - 8 1983
 OIL & GAS DIVISION
 DEPT. 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 | | | | | | | | | Kinds |
| Fresh water | 9 5/8 | H-40 | 32.3 | X | | 32500' | 300' 325 | To Surface | by Rule 15-05 |
| Coal | | | | | | | | | Sizes |
| Intermediate | 7 | J-55 | 23 | X | | 2,200' | 2,200' | To Surface | |
| Production | 4 1/2 | J-55 | 10.5 | X | | 5,700' | 5,700' | As Needed | Depths set |
| Tubing | | | | | | | | | |
| 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: Charles Lewis Medwed Signed: Joe McLaughlin
 My Commission Expires November 9, 1992 Its: President

OFFICE USE ONLY

Permit number 47-087-3800 DRILLING PERMIT August 9, 1983 09/15/2023 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 April 9, 1984 unless drilling is commenced prior to that date and prosecuted with due diligence.

| | | | | |
|----------------|------------------|-----------------|-------------------|-----------------|
| Bond: <u>B</u> | Agent: <u>Lo</u> | Plat: <u>PL</u> | Casing: <u>PL</u> | Fee: <u>958</u> |
|----------------|------------------|-----------------|-------------------|-----------------|

Michael Lewis
 Administrator, Office of Oil and Gas

Line Item Explanation

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

.....

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

WAIVER

The undersigned coal operator _____/ owner _____/ lessee _____/ of the coal under this well location 09/15/2023 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 _____

ATTACH OR PHOTOCOPY SECTION OF INVOLVED TOPOGRAPHIC MAP. QUADRANGLE _____

LEGEND

Well Site ⊕

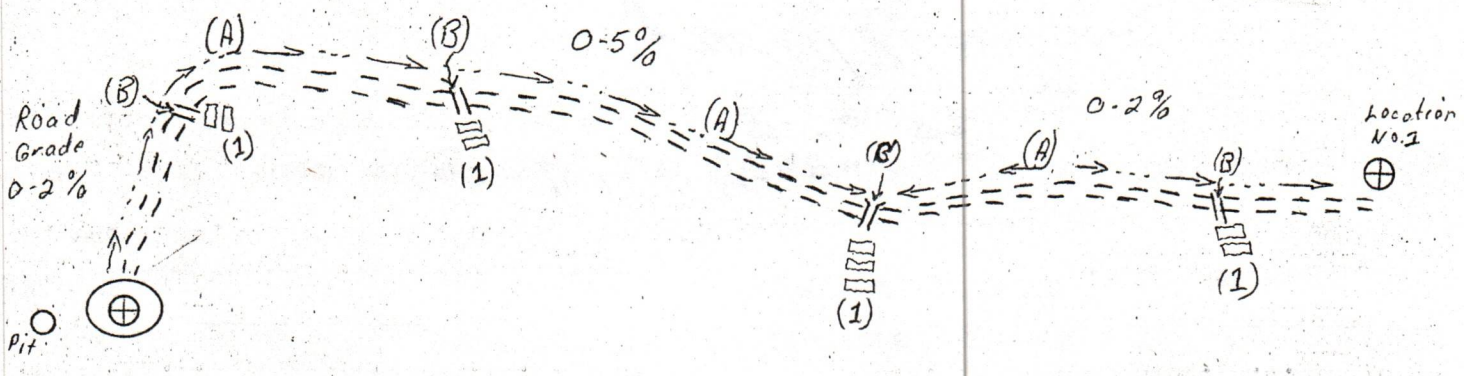
Access Road _____

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 | |



09/15/2023

09/15/2023

Department of Mines
Oil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN



State of West Virginia
WELL NO. 2
DATE 8-20-82
API NO. 47-087-3800

COMPANY NAME Key Oil, Inc. DESIGNATED AGENT Joe McLaughlin

Address P.O. Box 709 Spencer, W.V. 25276 Telephone 927-5490

LANDOWNER Albert Moore, et. al. SOIL CONS. DISTRICT Little Kanawha

Revegetation to be carried out by Key Oil, Inc. (Agent)
This plan has been reviewed by Little Kanawha SCD. All corrections and additions become a part of this plan:

(Date) 8-20-82
James H. Newson (SCD Agent)

ACCESS ROAD LOCATION

(A) Structure Drainage Ditch (1) Structure Rip-Rap Material Logs

Page Ref. Manual 2-12

(B) Structure Cross Drains (2) Structure Material

Page Ref. Manual 2-1

(C) Structure Culvert (15") (3) Structure Material

Page Ref. Manual 2-7

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 be cut and removed from the site before dirt work begins.

REVEGETATION

OIL & GAS DIVISION
DEPT. OF MINES

Treatment Area I & II Treatment Area II

Lime or correct to pH 6.5 Tons/acre
Fertilizer 500 lbs/acre (10-20-20 or equivalent)

Mulch Silva-fiber Tons/acre
Seed* KY, 31 Tall Fescue 20 lbs/acre

Flatpea 20 lbs/acre
lbs/acre

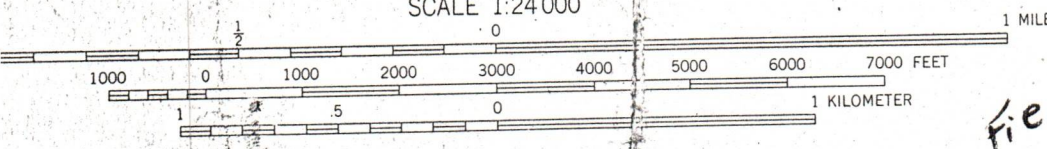
*Inoculate all legumes such as vetch, trefoil and clovers with the proper bacterium. Inoculate with 3X recommended amount.

PLAN PREPARED BY Key Oil, Inc. Doug McDonald
ADDRESS P.O. Box 709 Spencer, W.V. 25276
PHONE NO. 304-927-5490

NOTES: Please request landowner cooperation to protect new seeding for one growing season. Attach separate sheets as necessary for comments.



(KETTLE)
4761 III SW
SCALE 1:24,000



CONTOUR INTERVAL 20 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U. S. GEOLOGICAL SURVEY, RESTON, VIRGINIA 22092
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

Field Copy



QUADRANGLE LOCATION

214

087-3800

09/15/2023
Walton Quadrangle

A-8

912

OIL AND GAS LEASE

BOOK 159 PAGE 663

AGREEMENT, made and entered into this 1st day of JULY A. D. 1981
 by and between E H MARKS AND EDNA MARKS - HIS WIFE
CECIL F MARKS - SINGLE - ELSIE M. TRUMAN & B S TRUMAN - HUSBAND
W C MARKS & AUDRA V. MARKS - HIS WIFE

Truman's own to - wife

of _____ party of the first part, hereinafter called Lessor (whether one or more),
 and MYJ JOINT VENTURE A PARTNERSHIP 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 WYATTON District, County of ROANE, State of WEST VIRGINIA, and described as follows, to-wit: Bounded on the

NORTH by lands of CHARLES PAXTON ETAL
 EAST by lands of GERARDINE GOODE ETAL
 SOUTH by lands of DAVID M. BALLENGER ETAL
 WEST by lands of C A PARRISH CO

Containing FORTY THREE (43) acres, more or less and being the same land conveyed to lessor by _____ by deed dated _____ and recorded in said county records in _____ Book No. _____ Page _____

2. It is agreed that this lease shall remain in force for a primary term of THREE (3) 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 THE EQUAL ONE-EIGHTH (1/8) PART OF ALL GAS PRODUCED AND SAVED FROM THE LEASED PREMISES 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 _____, 19____, unless Lessee pays thereafter a rental of FIVE DOLLARS PER ACRE for each 12 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 _____ direct, or by check payable to his (or her) order mailed to _____, 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 to the Lessor, or 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.

THIS DOCUMENT PREPARED BY MYJ JOINT VENTURE A PARTNERSHIP

09/15/2023

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.

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

WITNESS:

ADMITTED TO RECORD
JULY 19 1981
ROANE COUNTY COMMISSION CLERK'S OFFICE

E.H. Marks (SEAL)
Edna Marks (SEAL)
Cecil J. Marks (SEAL)
Oliver M. Truman (SEAL)
G.S. Truman (SEAL)
W.C. Marks (SEAL)
Audra V. Marks (SEAL)

WEST VIRGINIA ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

COUNTY OF ROANE

To-wit:

I, J. HUGH JOHN - A COMMISSIONER FOR WVA, a Notary Public of said County, do hereby certify that E.H. MARKS AND EDNA MARKS - HIS WIFE AND CECIL J. MARKS - SINGAR

whose names ARE signed to the within writing bearing date the 1st day of July, 1981

has this day acknowledged the same before me in my said County. Given under my hand this 1st day of July, 1981

My Commission expires Jan. 23, 1985

J. Hugh John
Notary Public

WEST VIRGINIA ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

COUNTY OF ROANE

To-wit:

I, J. HUGH JOHN - A COMMISSIONER FOR WVA, a Notary Public of said County, do hereby certify that LHSIE M. TRUMAN AND G.S. TRUMAN - HER HUSBAND

whose names ARE signed to the within writing bearing date the 1st day of July, 1981

has this day acknowledged the same before me in my said County. Given under my hand this 1st day of July, 1981

My Commission expires Jan. 23, 1989

J. Hugh John
Notary Public

WEST VIRGINIA OHIO ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

COUNTY OF ROANE

SS.

Before me, a Notary Public in and for said county, personally appeared the above named W.C. MARKS AND AUDRA V. MARKS. HIS WIFE who acknowledged

that they did sign the foregoing instrument, and that the same is OF THEIR free act and deed. In testimony whereof I have hereunto subscribed my name at WALTER WEST VIRGINIA this 1st day of July, 1981

My Commission expires Jan. 23, 1989

J. Hugh John
Notary Public

Globe Printing &

Oil a
Globe Form 100 - 1
(Standard Ohio &
Date
Acres
Location
County
Term

STATE OF WEST VIRGINIA, ROANE COUNTY COMMISSION CLERK'S OFFICE,

Book No. 159

The foregoing instrument together with the certificate thereto annexed, was this date admitted to record in said office.

File No. 10755

Fees \$ 4.50

GENE M. ASHLEY, Clerk

By Jayce Lukinogge Deputy

09/15/2023
Sept. 17 1981 10:44 A.M.

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.

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

WITNESS:

ADMITTED TO RECORD
159
1981
SEP 17
ROANE COUNTY
CLERK'S OFFICE
STATE OF WEST VIRGINIA

Carl L Moore (SEAL)
Ruby R Moore (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WEST VIRGINIA ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

COUNTY OF ROANE

To-wit:

I, HUGH JOHN - A COMMISSIONER ^{W.VA} a Notary Public of said County, do hereby certify that CARL L MOORE AND RUBY R MOORE - HIS WIFE

whose names ARE signed to the within writing bearing date the 25 day of JUNE, 1981
has this day acknowledged the same before me in my said County.

Given under my hand this 25 day of JUNE, 1981

My Commission Expires Jan. 23, 1989

My Commission expires

Hugh John
Notary Public

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

Globe Printing &

RI
Term
County
Location
Acres
Date
Oil a
Standard Ohio
Globe Form 100 -

STATE OF WEST VIRGINIA,
ROANE COUNTY COMMISSION CLERK'S OFFICE,

09/15/2023
Sept. 17 1981 10:44 A.M.

Book No. 159

The foregoing instrument together with the certificate thereto annexed, was this date admitted to record in said office.

File No. 10757

Fees \$ 4.50

GENE M. ASHLEY, Clerk

By Joyce Linkinagle Deputy

A-10
AGREEMENT, made and entered into this 25 day of JUNE A. D. 1981

AGREEMENT, made and entered into this 25 day of JUNE A. D. 1981

by and between CHARL Y MOORE AND RUBY H MOORE-HIS WIFE

of WYOMING, WVA

and MVD JOINT VENTURE A PARTNERSHIP

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 situated in WYOMING, District, County of ROANE, State of WVA, and described as follows, to-wit: Bounded on the NORTH by lands of CHARLES PRYTON ETAL, EAST by lands of CERADINE GOODE ETAL, SOUTH by lands of DAVID M. BALKENGER ETAL, WEST by lands of G.A. PARBRASH CO (U3) FORTY THREE (43) acres, more or less and being the same land conveyed to Lessor by recorded in said county records in Book No. THREE (3) Page THREE (3)

2. It is agreed that this lease shall remain in force for a primary term of THREE (3) 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 THE EQUAL ONE EIGHTH (1/8) PART OF ALL GAS PRODUCED AND SAVED FROM THE LEASED PREMISES for all gas produced 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 12 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 CHARL Y MOORE RT1 BPO 25 WYOMING 25286 direct, or by check payable to his (or her) order mailed to RT1 BPO 25 WYOMING 25286 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 payments are 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 hereinafter 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 royalty-fee 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 walls 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.

B-12

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES
OIL AND GAS DIVISION
STATUS INSPECTION REQUEST
INSPECTOR'S COMPLIANCE REPORT

Permit No. 087-3800 County. Roane
Company. Key Oil, Inc. Farm. Albert Moore
Inspector. Homer Dougherty Well No. 212-2
Date. September 19, 1984 Issued. 8-9-83

| RULE | DESCRIPTION | IN COMPLIANCE | |
|-------|---|---------------|-------|
| | | YES | NO |
| 23.06 | Notification Prior to starting Work | _____ | _____ |
| 25.04 | Prepared before Drilling to prevent Waste | _____ | _____ |
| 25.03 | High-Pressure Drilling | _____ | _____ |
| 16.01 | Required Permits at Wellsite | _____ | _____ |
| 15.03 | Adequate Fresh Water Casing | _____ | _____ |
| 15.02 | Adequate Coal Casing | _____ | _____ |
| 15.01 | Adequate Production Casing | _____ | _____ |
| 15.04 | Adequate Cement Strength | _____ | _____ |
| 23.02 | Maintained Access Roads | _____ | _____ |
| 25.01 | Necessary Equipment to prevent Waste | _____ | _____ |
| 23.03 | Reclaimed Drilling Site | _____ | _____ |
| 23.04 | Reclaimed Drilling Pits | _____ | _____ |
| 23.05 | No Surface or Underground Pollution | _____ | _____ |
| 7.03 | Identification Markings | _____ | _____ |

RECEIVED
FEB 18 1985
OIL & GAS DIVISION
DEPT. OF MINES

COMMENTS: Please issue final on cancellation if location is okay. Permit
expired on 4-9-84 and company says well was not drilled.

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

SIGNED: Homer H. Dougherty
DATE: 2/13/85
09/15/2023

B-11



State of West Virginia

Department of Mines
Oil and Gas Division

Charleston 25305

THEODORE M. STREIT
ADMINISTRATOR

BARTON B. LAY, JR.
DIRECTOR

February 19, 1985

Key Oil Company
P. O. Box 709
Spencer, WV 25276

| | |
|-------------------|---------------------|
| In Re: Permit No: | <u>47-087-3800</u> |
| Farm: | <u>Albert Moore</u> |
| Well No: | <u>212-2</u> |
| District: | <u>Walton</u> |
| County: | <u>Roane</u> |
| Issued: | <u>8-9-83</u> |

Gentlemen:

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

XXXXX The well designated by the above captioned permit number has been released under your Blanket Bond. (PERMIT CANCELLED - NEVER DRILLED)

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

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

Very truly yours,

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

TMS/nw

09/15/2023

OIL AND GAS LEASE

AGREEMENT, made and entered into this 16th day of December A. D. 19 81
by and between Albert Moore and Helen N. Moore, his wife

of Waynesburg, Pennsylvania party of the first part, hereinafter called Lessor (whether one or more),
and M & J Joint Venture, a partnership 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 Walton District,
County of Roane, State of West Virginia, and described as follows, to-wit: Bounded on the

NORTH by lands of Charles Paxton Et al

EAST by lands of Geraldine Goode Et al

SOUTH by lands of David M. Ballenger Et al

WEST by lands of C. A. Parrish, Co.

Containing forty-three (43) acres, more or less and being the same land conveyed to lessor by

by deed dated _____ and

recorded in said county records in _____ Book No. _____ Page _____

2. It is agreed that this lease shall remain in force for a primary term of three (3) 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 ($\frac{1}{8}$) part of all oil produced and saved from the leased premises, and shall pay Lessor Their proportionate share of the equal one-eighth (1/8) part of all gas produced and saved.

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 December 16, 1981, unless Lessee

pays thereafter a rental of \$5.00 per acre per year for each 12 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 Albert Moore

direct, or by check payable to his (or her) order mailed to Rd. 3, Waynesburg, Pennsylvania

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 ~~utilize 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 _____ 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.

JHS
A.M.
H.M.

JHS
A.M.
H.M.

09/15/2028

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.

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

WITNESS:

Witness signatures: ✓ Albert Moore (SEAL), ✓ Helen N Moore (SEAL), (SEAL), (SEAL), (SEAL), (SEAL), (SEAL), (SEAL)

WEST VIRGINIA ACKNOWLEDGMENT

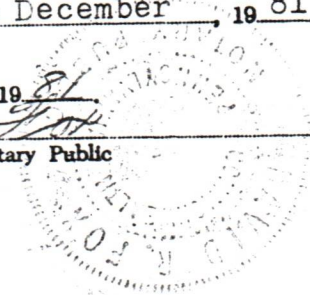
STATE OF PENNA WEST VIRGINIA

COUNTY OF GREENE

To-wit:

I, DAVID R. FOX, a Notary Public of said County, do hereby certify that ALBERT MOORE & HELEN N MOORE, his wife whose names signed to the within writing bearing date the 16th day of December, 19 81 has this day acknowledged the same before me in my said County.

Given under my hand this 28TH day of DEC 19 81 David R. Fox, Notary Public, Waynesburg Borough, Greene County, My Commission Expires Mar 14, 1983 Member, Pennsylvania Association of Notaries



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 ha this day acknowledged the same before me in my said County. Given under my hand this day of, 19

My Commission expires Notary Public

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

This instrument was prepared by M & J Joint venture, Spencer, West Virginia 25276.

Table with columns: Term, County, Locator, Acres, Date, Stand

STATE OF WEST VIRGINIA, ROANE COUNTY COMMISSION CLERK'S OFFICE, 5 Jan 1982 10:07 A.M.

Book No. 162 The foregoing instrument together with the certificate thereto annexed, was this date admitted to record in said office. 09/15/2023

File No. 12213 Fees \$ 4.50 GENE M. ASHLEY, Clerk By Carolyn Datter Deputy