

1) Date:	June	1	, 19 ⁸³
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2) Operator's

249 - 1Well No._

ı v	Vell No.	47	_	87	-	3818
			:1-	Country		D

DRILLING	CONTRACTOR:
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Unknown						E OF WEST VIR				
Omenown			Di	EPARTM	IENT OF	MINES, OIL A	ND GAS DIVISIO)N		
	· · ·			OIL AN	ND GAS	WELL PERMIT	APPLICATION			
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WELL TIPE:						Underground ste	orage	/ Deen	/ Shallo	w X
LOCATION:	-					_	eard Holl	. (*)	Shano	-
	Distric	ct:	Harper	<u> </u>		County:	Roane		Walton,	W.V.
WELL OPER						11)	DESIGNATED	AGENT Joe	McLaugh 1	in
Address			709		,		Address	P.O. Box		076
	Spe	ncer,	W.Va.	2521	0	-		spencer,	W.Va. 25	2/6
OIL & GAS ROYALTY O	WNER _	Walt	er Mei	lton		12	COAL OPERA	ror No	ne	
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SURFACE OV	WNER_5	ame a	s Koya	arty	Owne	<u>r</u>		No		,
Address							Address			
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Address										
						14)	COAL LESSEE	NT-		CORD:
OIL & GAS II							Name			16
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Address			le, WV					Last Visit	JUN - 8 1	983
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					rcelli	s Shale		had han I	1 . 1.1	MINIAT
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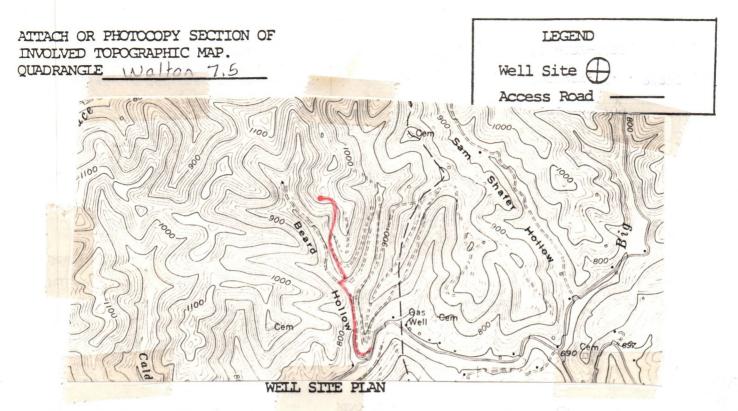
quirements subject to the conditions contained herein and on the reverse hereof. Notification must be given to the District Oil and Gas Inspector.

(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.) unless drilling is commenced prior to that date and prosecuted with due diligence. April 10, 1984

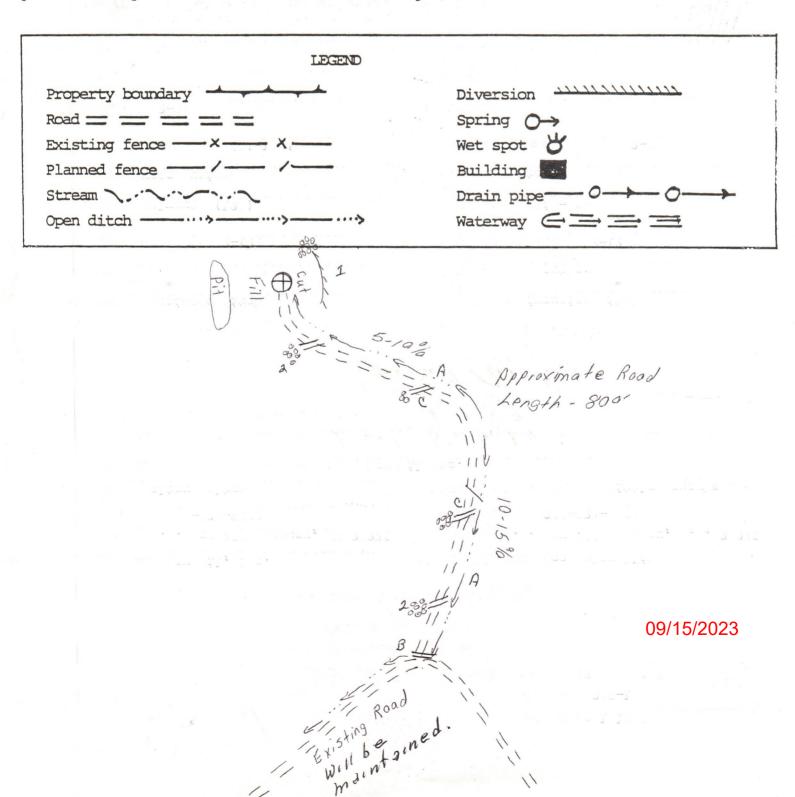
Line Item Explanation

- Date of Application 1)
- 2) Your well name and number
- To be filled out by office of oil & gas 3)
- "Oil" means natural crude oil or petroleum and other hydrocarbons, regardless of gravity, which are produced 4A) 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
- "Shallow well" means any well drilled and completed in a formation above the top of the uppermost member of 4B) 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.
 - Where well is located
- 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
- Use separate sheet if necessary 7)
- Present surface owner at time application is filed. 8)
- Optional
- 11) See Reg. 7.01 relating to code §22-4-1k
- "Coal Operator" means any persons, firm, partnership, partnership association or corporation that proposes to 12) 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 15) where fracturing or stimulating is to be part of the work for which a permit is sought and is noted as such on the 2013 Villa, . 7 27230 Form IV-2 filed in connection therewith.
 - Anticipated formation for which well will be completed
 - Self explanatory 17)
 - Depth to deepest freshwater, and shallowest salt water, taken from nearby wells corrected for differences in 18) elevation
 - 19) All coal seam depths
 - 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, 20) 15.02, 15.03, 15.04, 25.01, 25.02, 25.03, 25.04
 - Code 22-4-11(c) In lieu of filing the lease or leases or other continuing contract or contracts, the applicant for a 21) 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.
 - Code 22-4-11(d) and 22-4-11(e).
 - Regulation 7.02 of the Department of Mines provides that the original and four copies of Form IV-2 must be fil-23) ed 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.
 - 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.	
Ē	The following waiver must be completed who has recorded a declaration under Codays of receipt thereof.	-	
amined to	this proposed well location. If a mine map ex	ists which covers the area ction to the work proposed	
Date: _	, 19	By	



ketch 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.



MEIT NO STO-I DATE June 1 1983

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(Rev 8-81)

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MT Joe McLaughlin		MPANY NAME Key Oil, Inc.
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of G	allipolis, Oh	nio		arty of the first	nart hereina	fter called Lesson		
1. WITNI covenants a either in an their constit for the purp and to poss	SSSETH: That the Lessor, and agreements hereinafted under the land hereinafted under the land hereinafted uents and of storing gas cose of drilling and operates, use, and occupy so n	inership party of the inconsideration of contained, does iter described, too fany kind in anything for oil, gas an uch of said premisers.	he second pof the sum hereby grangether with formation and water, I hises as is a	part, hereinafte of One Dollar, not unto the Les the exclusive underlying the aying pipe line necessary and of the control of	er called Lesse the receipt of see all of the right to drill if land, and als s, erecting ta convenient for	ee; which is hereby oil and gas and a for, produce and so the right to er unks, machinery, r said purposes a	acknowledged, a all of the constitue market oil and g iter thereon at all powers and strue and to convey the	and tents as a time cture abo
named prod	ucts therefrom and theret	by pipe lines or	otherwise;	said land being	situate in	Harpe	r	istri
County of	Roane	,State of	West	Virgin	ia.,and des	cribed as follows	s, to-wit; Bounded	d on
NORTH by	ands of C • H •	Droddy						
EAST by la	ds of P. E.	Beard						
SOUTH by	ands of W.J.	Whited						
WEST by la	nds of W • E •	Ryan						
On Waters	f							
Containing.	one hundred	thirty	(130)				acres, more o	or le
	reed that this lease shall s operations for oil or gas							as lo
one-eighth equal one-e the premise through lac	essee shall deliver to the (1/8) part of all oil produ ghth (1/8) of all gas prod s, payable monthly; provict of market, gas therefrom well under paragraph 2 h	ced and saved fruced and saved folded, Lessee shall in its not sold or us	om the leas rom the leas pay Lessor	sed premises, sed premises fo a royalty at the	and shall pay or all gas and e rate of Fifty	Lessor their processing head gas Dollars per year	pportionate share produced and sol on each gas well	of t
	ssee shall commence oper							
the time ab date when in other rights year after in year to resu	ter a rental of \$5.00 pove mentioned. The considers said rental is payable conferred. The drilling of scompletion, and following the payment of delay ereof governing such payages.	deration first reci as aforesaid, but f a non-productive g the exhaustion rental or commen	ted herein, also the Le e well shall or abandor ce operation	the down payressee's option of the accepted by	nent, shall co of extending to y the Lessor ells the Lesse well. Upon t	ver not only the that period as afor in lieu of delay reshallhave the resumption of	privilege granted presaid, and any ental for a period right for a period f payment of rent	to to
5. All mo	neys coming due hereund	er shall be paid o	r tendered t	.Garnet	Beard			
and no defa	check payable to his (or ult shall be declared aga rovided for herein unless	inst the Lessee b	by the Less	or for failure	of the Lessee	to make any p	ayment or perfor	m a

AGREEMENT, made and entered into this 29thday of March

OIL AND GAS LEASE BOOK 165 PAGE 115

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.

written notice by registered mail from the Lessor of his intention to declare such default.

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- 7. 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.
- 8. 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.
- 9. 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.
- 10 At any time, Lessee its successors or assigns, shall have the right to surrender this lease or any part thereof for cancelation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the Lessor, or if more than one Lessor, then to any one of them, or 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.
- 11. 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 lien 9/15/2023
- 12. 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.

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Vitness the hands and seals of the parties hereto the day and ye	ear first above written.				
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WEST VIRGINIA	ACKNOWLEDGMENT				
STATE OF WEST VIRGINIA		•			V.
COUNTY OF	To-wit:	7 9			
I,	a Notary Public of said	County, do hereby	certify that		
	······································			(4)	0
whose namesigned to the within writing bearing date	e the	day of	577	19_	
hefore me in my said	County.		gm.	APR	
Civen under my hand this day o	£				
		Notary	rublic	ငသ	- #
My Commission expires			<u> </u>	722-	W2) .
	ACKNOWLEDGMENT			4	
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COUNTY OF				70 00	النسف
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whose name signed to the within writing bearing da ha this day acknowledged the same before me in my sai Given under my hand this day My Commission expires OHIO AC STATE OF OHIO, COUNTY OF GALLIA Before me, a Notary Public in and for said county, persons that She did sign the foregoing instrument, and the whereof I have hereunto subscribed my name at GALLIA day of MARCH 1982.	SS. ally appeared the above not the same is the same	Motary Lamed CARI	Public NET BEI	19	vledge
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whose name signed to the within writing bearing da ha this day acknowledged the same before me in my said Given under my hand this day My Commission expires OHIO AC STATE OF OHIO, COUNTY OF GHALIF Before me, a Notary Public in and for said county, persons that the she did sign the foregoing instrument, and the whereof I have hereunto subscribed my name at GHA day of NIBROF 1982. My Commission expires My Commission Expires Ian. 73. 1982. ATE OF WEST VIRGINIA, ANE COUNTY COMMISSION CLERK'S OF OK NO. 105. The foregoing instrument together with the record in said office.	SS. SS. Ally appeared the above not the same is the	Notary Pub Notary Pub EY, Clerk	Public whact and de service of the s	180-S	wlodge stimon

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1	OIL AND GAS LEASE Lease No. 249
	AGREEMENT, made and entered into this
	by and between Earl. A. Beard and Mary E. Beard, his wife
	GERHAYNE BEARD IB EAB
	BOOK 166 PAGE 85
	of . Jamestown., . New . York . 14701 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 and thereto by pipe lines or otherwise; said land being situate in HarperDistrict,
	County ofRoane,State of .West Virginia,and described as follows, to-wit; Bounded on the
	NORTH by lands ofC. H. Droddy
	EAST by lands ofP. E. Beard,
	SOUTH by lands ofWJWhited
	WEST by lands of W. E. Ryan
	On Waters of
	ContainingOen.hundred.thirty.(130)acres, more or less.
	2. It is agreed that this lease shall remain in force for a primary term orthree(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.
	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 their proportionate share of the equal one-eighth (1/8) 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.

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 not been interrupted.

5. All moneys coming due hereunder shall be paid or tendered to Earl. A. .. Beard

direct, or by check payable to his (or her) order mailed to ...370. Fairmont Ave... Jamestown, New York and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any 14701 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. 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.
- 8. 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.
- 9. 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.
- 10 At any time, Lessee its successors or assigns, shall have the right to surrender this lease or any part thereof for cancelation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the Lessor, or if more than one Lessor, then to any one of them, or 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.
- 11. 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 plying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens.
- 12. 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.

Wilness the hands and seals of the parties hereto the day and year first above written. ITNESS: Carl A Arch SEA SEA	nan extenu to the respective hells, exceptions, administration	relied upon by either party. e terms, conditions and stipulations nerectors, successors and assigns of the parties hereto.
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WITHERSS: SEA		
STATE OF WEST VIRGINIA COUNTY OF I. SERMINAL SEASON TOWNS TOWNS TO SAID OUR SEASON S		
STATE OF WEST VIRGINIA COUNTY OF I. SEPHINAL SHAPE A Notary Public of said County, do bereby certify that Earl Beard—and—Mary—E. Beard—this—wife— a notary Public of said County, do bereby certify that Earl Beard—and—Mary—E. Beard—this—wife— a notary Public of said County, do bereby certify that Earl DAVID R. KINGSLEY, #7272000 Notary Public of Said County, do bereby certify that DAVID R. KINGSLEY, #7272000 Notary Public of Said County, do bereby certify that To-wit: DAVID R. KINGSLEY, #7272000 Notary Public of Said County, do bereby certify that To-wits To-wit: DAVID R. KINGSLEY, #7272000 Notary Public of Said County, do bereby certify that To-wits To-wits To-wits To-wits DAVID R. KINGSLEY, #7272000 Notary Public of Said County, do bereby certify that To-wits To		
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COUNTY OF I. SEARCH AND MARY E. BOARD, his wife. Beard and Mary E. Board, his wife. whose name. signed to the within writing bearing date the 20th. Civen under my hand this ANDR. KINGSLEY, #7272000 My Commission expires. ANDRO F. WINGSLEY, #7272000 My Commission expires. L. a Notary Public of said County, do hereby certify that Whose name. signed to the within writing bearing date the day of	WEST VIR	RGINIA ACKNOWLEDGMENT
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Beard and Petry Petry Menon name signed to the within writing bearing date the 20th day of April 1982 ha this day acknowledged the same before me in my said County, Green under my hand this and this day of Menon of the within writing bearing date the 20th Notary Public Ordinary Ordinary Public Ordinary Ord	TERMAYNE BEARD III	B East a Notary Public of said County, do hereby certify that Earl
whose name signed to the within writing bearing date the County of Line under my hand this day acknowledged the same before me in my said County. DAVID R. KINGSLEY. # 2720000 My Commission expires		
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My Commission expires DAVID R. KINGSLEY. 1912-1915 Qualified in Chartsquis Good Qualif	Given under my hand this	day of
My Commission expires Notary Public of said County, do hereby certify that I,	DAVID R. KINGSLEY, #72	2/2000
STATE OF WEST VIRGINIA COUNTY OF I,	Mr. Commission expires Notary Public State of New Yo	/ork
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OIL AND GAS LEASE AGREEMENT, made and entered into this 29th day of March A.D. 19. 82 by and between. John W. Beard and Evelyn Beard his wife

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.

direct, or by check payable to his (or her) order mailed to P.O.Box. 104, Ripley, West Virginia 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

5. All moneys coming due hereunder shall be paid or tendered to .John .W. .. Beard.....

written notice by registered mail from the Lessor of his intention to declare such default.

- 7. 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.
- 8. 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.
- 9. 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 highling on the Lessee until after notice to the Lessee and it has been furnished with a written transfer or assignment as a scription 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.

10 At any time, Lessee its successors or assigns, shall have the right to surrender this lease or any part thereof for cancelation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the Lessor, or if more than one Lessor, then to any one of them, or 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.

- 11. 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 and in event it exercises such option, it shall be subrogated to the rights of any holder of holders who have applying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens. 09/15/2023
- 12. 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

13. This lease embodies the expressed have been made or relied of shall extend to the respective heirs, executors, administrators, su	upon by either partye terms, conditions and stipulations ccessors and assigns of the parties hereto.
Witness the hands and seals of the parties hereto the day and	year first above written.
WITNESS:	
	Evelyn V Beard
	Evelyn V Beard
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	ACKNOWLEDGMENT
STATE OF WEST VIRGINIA	To-wit:
COUNTY OF EJACKSON	_ }
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JOHN W. BEARD AND EVELYN	1 / BERED -HIS WIFE
whose name 3 ARE signed to the within writing bearing date	
ha; this day acknowledged the same before me in my said Given under my hand this 294 day of	1VIARCH 1982 11 10
	July Ham
My Commission expires My Commission Expires Jan. 23, 1989	Notary Public 1015
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State of Mest Nirginia

Bepartment of Mines Gil and Cas Division

THEODORE M. STREIT ADMINISTRATOR

47-087-3818

Charleston 25305

February 19. 1985

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

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.

In Re: Permit No:

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

records.

BARTON B. LAY, JR.

DIRECTOR

			Farm:	Walter Melton	_	
			Well No:	249-1		
			District:	Harper	-	
			County:	Roane		
		4 × 4 × 4	Issued:	8-10-83		
÷ ;:			•			
Gentle:	men:					
ín this		INSPECTION REPO		ed well has been rece	ived	
XXXXX		designated by tur Blanket Bond.		t number has been rel EVER DRILLED)	ease	

Very truly yours,

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

B-12

STATE OF WEST VIRGINIA DEPARTMENT OF MINES OIL AND GAS DIVISION

STATUS INSPECTION REQUEST INSPECTOR S COMPLIANCE REPORT

Permit No	087-3818	County	Roan	e					
Company.	Key Oil, Inc.	Farm	Walter Me	elton					
Inspector	. Homer Dougherty	Well No	249-1						
Date.	September 19, 1984	Issued	8-10-8						
RULE	DESCRIPTION			IN COMPL YES	IANCE NO				
23.06	Notification Prior to starting Wor	k	6						
25.04	Prepared before Drilling to preven								
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			ă.					
15.04	Adequate Cement Strength			1000					
23.02	Maintained Access Roads			PEC	ETA EU				
25.01	Necessary Equipment to prevent Was	~ [TEEB EEB	1 8 1985					
23.03	Reclaimed Drilling Site			OIL & G	AS DIVISION				
23.04	Reclaimed Drilling Pits		C	EPT. c	F MINES				
23.05	No Surface or Underground Pollutio	n			-				
7.03	Identification Markings								
COMMENTS: Please issue final on cancellation if location is okay. Permit									
expired on 4-10-84 and company says well was not drilled.									
					£ 1				

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:

DATE

09/15/2023

