



1) Date: June 2, 1983
 2) Operator's Well No. 338-3
 3) API Well No. 47 - 87 - 3826
 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 X / Gas X /
 B (If "Gas", Production / Underground storage / Deep / Shallow X /)
- 5) LOCATION: Elevation: 1002' Watershed: Flat Fork
 District: Harper County: Roane Quadrangle: Walton 7 1/2'
- 6) WELL OPERATOR Key Oil, Inc. 11) DESIGNATED AGENT Joe McLaughlin
 Address P.O. Box 709 Address P.O. Box 709
Spencer, W.Va. 25276 Spencer, W.Va. 25276
- 7) OIL & GAS ROYALTY OWNER Alfred Duba 12) COAL OPERATOR None
 Address 341 Lincoln Ave. Address
Livermore, Ca. 94550
 Acreage 156
- 8) SURFACE OWNER Alfred Duba 13) COAL OWNER(S) WITH DECLARATION ON RECORD:
 Address 341 Lincoln Ave. Name None
Livermore, Ca. 94550 Address
 Acreage 156 Name
 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
- 14) COAL LESSEE WITH DECLARATION ON RECORD:
 Name None
 Address

- 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, 5700 feet
 18) Approximate water strata depths: Fresh, 200' 302 feet; salt, 700 feet.
 19) Approximate coal seam depths: None Is coal being mined in the area? Yes X No

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		300' 350'	300' 350'	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									Perforations:
Liners									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 Mahomed
 My Commission Expires November 9, 1992

Signed: Joe M. Laughlin
 Its: President

47-087-3826

OFFICE USE ONLY
 DRILLING PERMIT

August 10, 1983
09/15/2023

Permit number Date

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

Bond: <u>B</u>	Agent: <u>ls</u>	Plat: <u> </u>	Casing: <u> </u>	Fee: <u>958</u>
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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

09/15/2023

The undersigned coal operator _____ / owner _____ / lessee _____ / of the coal under this well location has examined this proposed well location. If a mine map exists which covers the area of the well location, the well location has been added to the mine map. The undersigned has no objection to the work proposed to be done at this location, provided, the well operator has complied with all applicable requirements of the West Virginia Code and the governing regulations.


Date: _____, 19_____


By _____

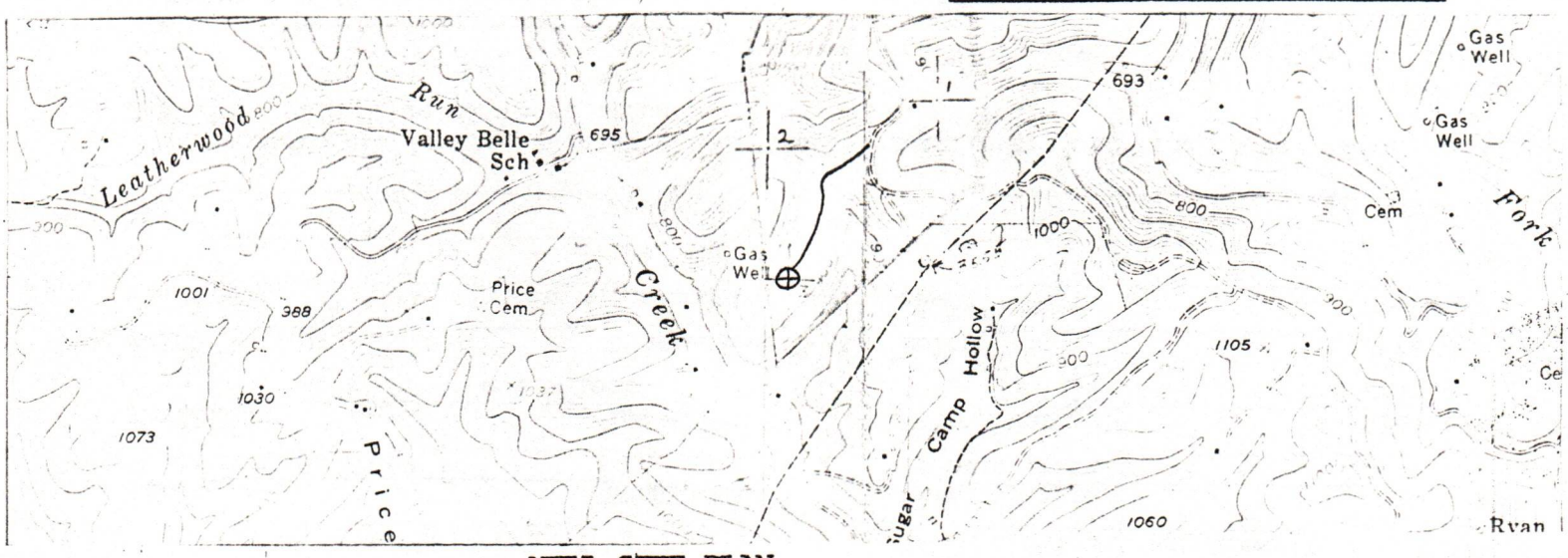
Its _____

ATTACH OR PHOTOCOPY SECTION OF INVOLVED TOPOGRAPHIC MAP. QUADRANGLE KENTUCK 7 1/2'

LEGEND

Well Site 













Access Road 

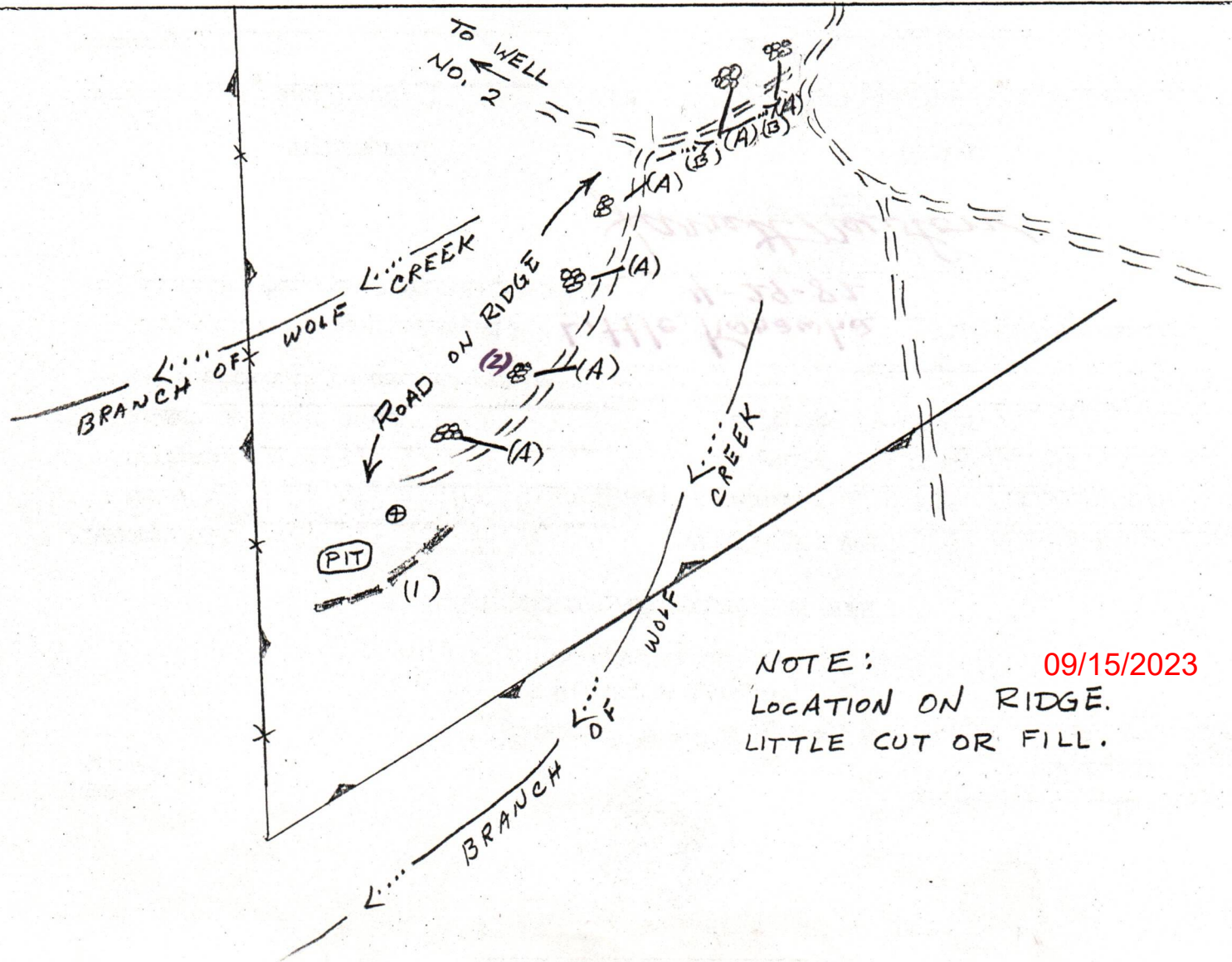


WELL SITE PLAN

Sketch to include well location, existing access road, roads to be constructed, well site, 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 



NOTE: 09/15/2023
LOCATION ON RIDGE.
LITTLE CUT OR FILL.

09/15/1960

Department of Mines
Oil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN

State of West Virginia



DATE April 21, 1982
WELL NO. Duba No. 3
API NO. 47 - 087 - 3826

DESIGNATED AGENT Joe McLaughlin

Address P. O. Box 727, Spencer, W. Va 25276

Telephone 304-927-2991

SOIL CONS. DISTRICT Little Kanawha

Key Oil, Inc. (Agent)

SCD. All corrections

This plan has been reviewed by Little Kanawha

and additions become a part of this plan: 4-29-82

(Date)

(SCD Agent)

LOCATION

(1) Structure Sediment Barriers

Material Hay or Straw Bales

Page Ref. Manual 2-16

(2) Structure B.P. Cap

Material

Page Ref. Manual N/A

(3) Structure

Material

Page Ref. Manual

All structures should be inspected regularly and repaired if necessary. All commercial timber is to be cut and stacked and all brush and small timber to be cut and removed from the site before dirt work begins.

REVEGETATION

OIL & GAS DIVISION
DEPT. OF MINES

Treatment Area II

Lime or correct to pH

Fertilizer (10-20-20 or equivalent)

Mulch

Seed*

Redtop

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

PLAN PREPARED BY John Strickling

ADDRESS Court Street

West Union, W. Va.

PHONE NO. 304-873-2567

Notes: Please request treatment seeding for one growing season. Attach separate sheets as necessary for comments.

ACCESS ROAD

ACCESS ROAD	LOCATION
(A) Structure Cross Drain	(1) Structure Sediment Barriers
Spacing 100'	Material Hay or Straw Bales
Page Ref. Manual 2-1	Page Ref. Manual 2-16
Structure Drainage Ditch	(2) Structure B.P. Cap
Spacing	Material
Page Ref. Manual	Page Ref. Manual N/A
Structure	(3) Structure
Spacing	Material
Page Ref. Manual	Page Ref. Manual

Notes: Please request treatment seeding for one growing season. Attach separate sheets as necessary for comments.

OIL AND GAS LEASE

Lease No. 338

AGREEMENT, made and entered into this 15th day of March, A.D. 1982.

by and between Edward C. McMurray and Dorothy McMurray, his wife

of Florida 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 Harper District, County of Roane, State of West Virginia, and described as follows, to-wit; Bounded on the

NORTH by lands of David Cox,

EAST by lands of J.W. Westfall,

SOUTH by lands of E.M. Harris,

WEST by lands of Clara West,

On Waters of

Containing one hundred fifty-six (156) acres, more or less.

2. It is agreed that this lease shall remain in force for a primary term or two (2) 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.

4. The Lessee shall commence operations for a well on the premises on or before March 15, 1983 unless Lessee pays thereafter a rental of \$5.00 per acre per year for each twelve 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 not been interrupted.

5. All moneys coming due hereunder shall be paid or tendered to lessors direct, or by check payable to his (or her) order mailed to Rt. 4, Box 502 Starke, Florida 32091, 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. 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 receive the benefit of applying 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.

This instrument prepared by M & J JOINT VENTURE, Spencer, W. Va.

A-10

09/15/2023

13. This lease embodies the entire tract and agreement between Lessor and Lessee, and all 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:

✓ Fanny C. Reed (SEAL)
✓ William B. Reed, Jr. (SEAL)
..... (SEAL)
..... (SEAL)
..... (SEAL)
..... (SEAL)
..... (SEAL)
..... (SEAL)

BOOK 163 PAGE 114

WEST VIRGINIA ACKNOWLEDGMENT

STATE OF WEST VIRGINIA }
COUNTY OF Roane } To-wit:
I, Denise Ann Moss a Notary Public of said County, do hereby certify that Fanny C. Reed and William B. Reed, Jr.
whose name S signed to the within writing bearing date the 7th day of January, 1982
has U this day acknowledged the same before me in my said County.
Given under my hand this 26th day of January, 1982.
My Commission expires August 16, 1988 comm. as Denise Ann Moss
Notary Public
Denise Ann Harper

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

SPENCER BUSINESS FORMS CO., INC.

ADMITTED TO RECORD
1982 FEB -2 PM 4:33
lease 163
GENE M. ASHLEY
ROANE COUNTY COMMISSIONER
W. VA.

RECORDING DAY
Term _____
County _____
Location _____
Acres _____
Date _____
TO _____
M & J JOINT V
(Standard Ohio & W. Va.)
Oil and Gas

09/15/2023

STATE OF WEST VIRGINIA,
ROANE COUNTY COMMISSION CLERK'S OFFICE, 2 February 1982 1:33 P.M.

Book No. 163
The foregoing instrument together with the certificate thereto annexed, was this date admitted to record in said office.

File No. 12721
Fees \$ 3.00
GENE M. ASHLEY, Clerk
By Carolyn Harbo, Deputy

OIL AND GAS LEASE

Lease No. 338

AGREEMENT, made and entered into this 7th day of January A.D. 1982

by and between Fanny C. Reed and William B. Reed, Jr. her husband

of Spencer, West Virginia 25276 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 Harper District, County of Roane, State of West Virginia, and described as follows, to-wit: Bounded on the

NORTH by lands of David Cox
EAST by lands of J. W. Westfall
SOUTH by lands of E. M. Harris
WEST by lands of Clara West
On Waters of
Containing one hundred fifty-six (156) acres, more or less.

2. It is agreed that this lease shall remain in force for a primary term or two (2) 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.

4. The Lessee shall commence operations for a well on the premises on or before January 7, 1982, unless Lessee pays thereafter a rental of \$5.00 per acre per year 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 not been interrupted.

5. All moneys coming due hereunder shall be paid or tendered to Fanny C. Reed direct, or by check payable to his (or her) order mailed to Parkersburg Rd., Spencer, W. Va. 25276 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. 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 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.

This instrument prepared by M & J JOINT VENTURE, Spencer, W. Va.

BOOK 163 PAGE 113

09/15/2023

13. 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.

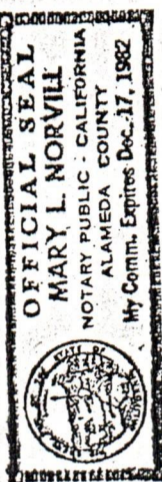
This lease is amended and modified only as to those terms and provisions set forth in Exhibit "A" attached hereto and made a part hereof.

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

WITNESS:

Alfred G. Duba (SEAL) ✓
Lucille S. Duba (SEAL) ✓
..... (SEAL)
..... (SEAL)
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CALIFORNIA



STATE OF ~~WEST VIRGINIA~~ CALIFORNIA
COUNTY OF Alameda } To-wit:

I, Alfred G. Duba and Lucille S. Duba, his wife, a Notary Public of said County, do hereby certify that Alfred G. Duba and Lucille S. Duba, his wife whose names are signed to the within writing bearing date the 8th day of March, 19 82 has NE this day acknowledged the same before me in my said County. Given under my hand this 12th day of March, 19 82.
Mary L. Norvill
Notary Public
My Commission expires 12-17-82

WEST VIRGINIA ACKNOWLEDGMENT

STATE OF WEST VIRGINIA } To-wit:
COUNTY OF _____

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, } SS.
COUNTY OF _____

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

Notary Public

RECORDING DATA:
Term _____
County _____ State _____
Location _____
Acres _____
Date _____, 19 _____.
TO
Oil and Gas Lease
(Standard Ohio & W. Va.)
M & J JOINT VENTURE
09/15/2023

BOOK 164 PAGE 416

SENCER BUSINESS FORMS CO., INC.

OIL AND GAS LEASE

Lease No. 338

AGREEMENT, made and entered into this 8th day of March A.D. 19 82 by and between Alfred G. Duba and Lucille S. Duba, his wife

of Livermore, California 94550 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 Harper District, County of Roane, State of West Virginia, and described as follows, to-wit: Bounded on the

NORTH by lands of Noah Hunt

EAST by lands of J.W. Westfall

SOUTH by lands of C.F. Price

WEST by lands of Clara West

On Waters of

Containing one hundred fifty-six (156) acres, more or less

2. It is agreed that this lease shall remain in force for a primary term or two (2) 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.

4. The Lessee shall commence operations for a well on the premises on or before March 8, 1983, unless Lessee pays thereafter a rental of \$5.00 per acre or each twelve 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 not been interrupted.

5. All moneys coming due hereunder shall be paid or tendered to lessor direct, or by check payable to his (or her) order mailed to 341 Lincoln Ave., Livermore, CA 94550 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. 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.

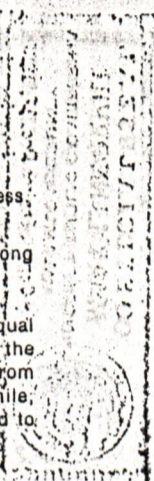
9. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed. In event this lease shall be assigned as to any part or parts of the above described land and the assignee or assignees of such part or parts shall fail or make default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

This instrument prepared by M & J JOINT VENTURE, Spencer, W. Va.



B-11



State of West Virginia

BARTON B. LAY, JR.
DIRECTOR

Department of Mines
Oil and Gas Division
Charleston 25305

THEODORE M. STREIT
ADMINISTRATOR

February 19, 1985

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

In Re: Permit No: 47-087-3826
Farm: Alfred Duba
Well No: 338-3
District: Harper
County: Roane
Issued: 8-10-83

Gentlemen:

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

The well designated by the above captioned permit number has been released XXXXXX 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

B-12

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

Permit No. 087-3826 County. Roane
Company. Key Oil, Inc. Farm. Alfred Duba
Inspector. Homer Dougherty Well No. 338-3
Date. September 20, 1984 Issued. 8-10-83

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	___	___

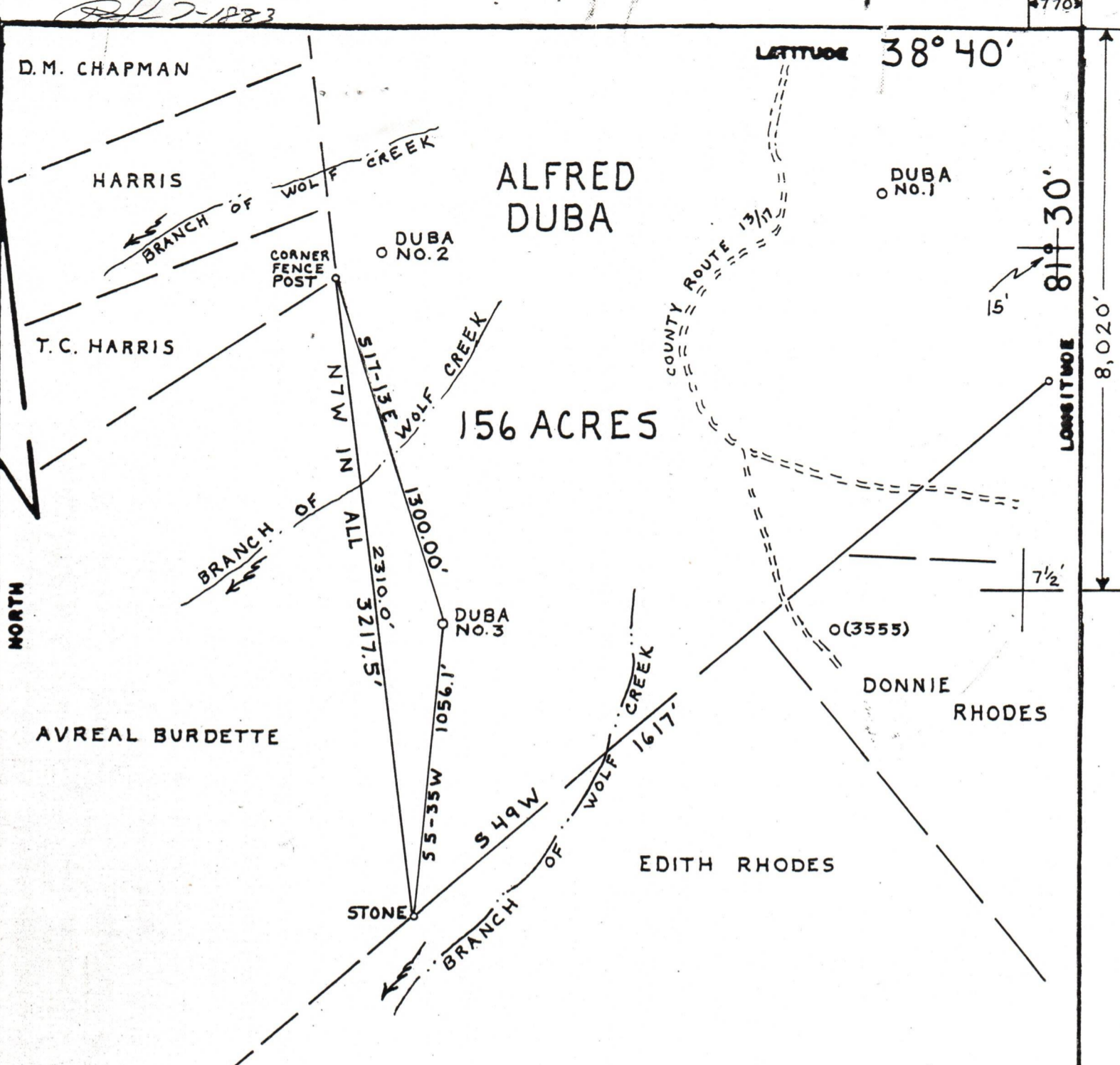
RECEIVED
FEB 18 1985
OIL & GAS DIVISION
DEPT. OF MINES

COMMENTS: Please issue final on cancellation if location is okay. Permit
expired on 4-10-84 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.

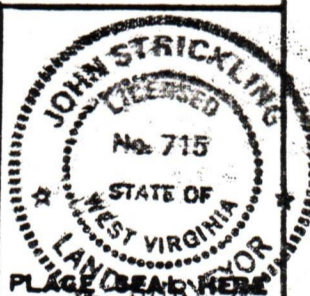
SIGNED: Homer H. Dougherty
DATE: 2/13/85

09/15/2023



FILE NO. _____
 DRAWING NO. _____
 SCALE 1"=500'
 MINIMUM DEGREE OF ACCURACY 1:200
 PROVEN SOURCE OF ELEVATION ROAD INT.
ELEV. 1001

I THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND SHOWS ALL THE INFORMATION REQUIRED BY LAW AND THE REGULATIONS ISSUED AND PRESCRIBED BY THE DEPARTMENT OF MINES.
 (SIGNED) John Strickling
 R.P.E. _____ L.L.S. 715



(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS
 FORM IV-6
 (8-79)



DATE 20 APRIL, 19 82
 OPERATOR'S WELL NO DUBA3
 API WELL NO. 47-087-3826
 STATE COUNTY PERMIT

STATE OF WEST VIRGINIA
 DEPARTMENT OF MINES
 OIL AND GAS DIVISION

WELL TYPE: OIL GAS LIQUID INJECTION WASTE DISPOSAL
 (IF "GAS", PRODUCTION STORAGE DEEP SHALLOW X)
 LOCATION: ELEVATION 1002' WATER SHED WOLF CREEK
 DISTRICT HARPER COUNTY ROANE
 QUADRANGLE KENTUCK, W. VA. 7 1/2'
 SURFACE OWNER ALFRED DUBA ACREAGE 156
 OIL & GAS ROYALTY OWNER ALFRED DUBA LEASE ACREAGE 156
 LEASE NO. 338
 PROPOSED WORK: DRILL X CONVERT DRILL DEEPER REDRILL FRACTURE OR STIMULATE PLUS OFF OLD FORMATION PERFORATE NEW FORMATION OTHER PHYSICAL CHANGE IN WELL (SPECIFY)

09/15/2023
Cancelled

PLUG AND ABANDON CLEAN OUT AND REPLUG
 TARGET FORMATION MARCELLUS SHALE ESTIMATED DEPTH 5700'
 WELL OPERATED BY Key Oil, Inc. DESIGNATED AGENT JOE MCLAUGHLIN
 ADDRESS P.O. Box 709 ADDRESS PO BOX 727
Spencer, W.V. 25276 SPENCER, W. VA. 25276