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API #47 -	103 - 1265	The state of the s
Date		The state of the s

STATE OF WEST VIRGINIA OFFICE OF OIL AND GAS - DEPARTMENT OF MINES

OIL AND GAS WELL PERMIT APPLICATION

WELL TYPE: 011 X / Gas X /	
(If "Gas", Producti	on X / Underground storage / Deep / Shallow X /
LOCATION: Elevation: 1111.0' District: Proctor	Watershed: Headwaters of Middle Fork of Lynn Camp Run County: Wetzel Quadrangle: Wileyville 7.5 min.
WELL OPERATOR Inverness Petrole Address Suite 1410, 500 4th Ave Calgary, Alberta, Canad	um, Inc. DESIGNATED AGENT Otis L. O'Connor Address P. O. Box 1588
Address Doolin Route, Box 116 New Martinsville, WV	26155 Security Life Building
SURFACE OWNER Michael Lasure & V Address Beber Road	Address same as above
New Martinsville, Acreage 76	NAME RECEIVED Address
FIELD SALE (IF MADE) TO:	AUG 1 0 1982
Address General Delivery	COAL LESSEE WITH DECLARATION DECLARATION NAME NAME Address
OIL AND GAS INSPECTOR TO BE NOT	
NAME Robert A. Lowther Address General Delivery Middlebourne, WV 261 Telephone 304-758-4764	The lease or leases on which this well is located provide for standard 1/8th royalty and not a flat royalty.
above location under a deed	tor is entitled to operate for oil or gas purposes at the / lease X / other contract / dated July 8, 1980, r from Ray C. Herman and Dail A. Herman . contract has been recorded:)
Recorded on July 31 , 1980	_, in the office of the Clerk of County Commission of
requested as follows: PROPOSED WORK: Drill X / Plug off old	irginia, in 60A Book at page 143. A permit is Drill Deeper / Redrill / Fracture or stimulate X / formation / Perforate new formation /
Other physic	al change in well (specify)
The above named coal operator, objection they wish to make or Department of Mines within fift Copies of this Permit Applicatimalled by registered mail or de	shown on the work order on the reverse side hereof. coal owner(s), and coal lessee are hereby notified that any are required to make by Code §22-4-3 must be filed with the een (15) days after receipt of this Application by the Dept. on and the enclosed plat and reclamation plan have been livered by hand to the above named coal operator, coal own- efore the day of the mailing or delivery of this Application harleston, West Virginia. 09/08/2023
PLEASE SUBMIT COPIES OF ALL	TAMEDNEGO DEMPOTENTA
GEOPHYSICAL LOGS DIRECTLY TO:	INVERNESS PETROLEUM INC. Well Operator
WEST VIRGINIA OIL AND GAS CONSERVATION COMMISSION 1613 WASHINGTON ST., E.	By: D. Pollman
CHARLESTON, WV 25311	lts: <u>Vice-President</u>
Telephone - 304/348-3092	RIANKET BOND
	이 보는 사람들은 사람들은 사람들이 되었다면 하는 것이 없다면 하는 것이 없다면 하는 것이다면 하는데

(Revised 3-81)

PROPOSED WORK ORDER

THIS IS AN ESTIMATE ONLY: ACTUAL INFORMATION MUST BE SUBMITTED ON FORM IV-35 UPON COMPLETION

DRILLING CO	NTRACT	OR (IF	KNOWN)						
		A	ddress_						
GEOLOGICAL Estimated Approxima Approxima Is coal	d depti ate wa ate co	h of conter strain	mpleted ata dept depths:	hs:	4400 Fresh 1400	N/A		ry X / Cabl salt, 2400	
CASING AND			CIFICATI	ONS				CEMENT FILL-	PACKERS
TUBING TYPE		Grade	Weight per ft	I New	Used		- Left in Well	UP OR SACKS Cubic ft.	
Conductor	11 3/4		PC. IC	THE W	10364	60'	60'	The state of the s	Kinds
Fresh water								A Section of the	
Coal	0 5 10						- Consequent desails of the		Sizes
Intermed.	8 5/8			-		1450'	1450'	400 sacks	
	14 1/2			-	-	4400'	4400'	440 sacks or	Depths set
Tubing Liners	-			-	-		-	as required	Perforations:
3 4381	1,00				_			by rule 15.	Top Bottom
MOTELVIN SA	-								
Agent of the A	V DERAG V	× _							
822-4 requi 822-4 posed A sep where sough THIS PERMIT A ALL PROVISION ARTICLE 4 OF APPROVED FO	-12b a red by -8a fr well. arate fract t and MUST BE DNS BEIN THE W. OR dri	nd Regu Code 8 om the Form IV uring o is note POSTED A IG IN ACC VA. COD lling	lation 2 22-4-12a owner of -2 shall r stimul d as suc AT THE WE CORDANCE E, THE LOC THIS MANENCED	a, and any not lating the on the SITE. WITH CATION PERMI	be recorded the Foundation of	less previf applied well or quired for be part orm IV-2 ER 22, EBY EXPIRE 7-83	riously parable, the dwelling of fracture of the war filed in	consent requivithin 200 fe within 200 fe ing or stimul ork for which connection th	me well, the fee wired by Code eet of the pro- lating a well in a permit is herewith.
or co is to The undersig location has area of the signed has r	nal les per is gned co s exami well l no obje or has	see who sued wind oper ined this ocation is complied.	has rectand thin fit ator s proportion, the world with the world with the world with the second to the world with the world wi	cordective free free free free free free free fr	d a de (15) W A I ner ell lo ocation	claration days of $\frac{V}{I}$ ER R Cation. In has be	n under Coreceipt the e / of If a mine en added the	de \$22-4-20, ereof: the coal und map exists to the mine map is location,	er this well which covers the ap. The under-irginia Code and
Date:		, 19	9						
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					- 11	s:			

A-8

OIL and GAS LEASE

28-128-43
THIS AGREEMENT, made and entered into this 8th day of July , A.D. 1980, by and between
Ray C. Herman, Rose M. Herman(husband & wife) and Dail A. Herman(single) Doolin Route, Box 116, New Martinsville, W. V. 26155
DOUTH ROute, DOX 110, NEW HAI UTHSVIIIE, W. V. ZO1)
hereinafter called Lessor, and Mobay Chemical Corp. Penn Lincoln Parkway West,
Pittshurgh, Pa. 15205, hereinafter called Lessee; WITNESSETH THAT
1. Lessor for and in consideration of the sum of one dollar and other valuable consideration, receipt of which is hereby acknowledged, and the covenants and agreements herein contained, does hereby grant, demise, lease and let exclusively unto Lessee the lands hereinafter described for the purposes of exploring, drilling and operating for, producing, storing, removing and marketing oil and gas, or either of them, and/or their constituents, injecting air, gas, water, brine and other substances from whatever source into any subsurface strata, except potable water strata and work able coal strata, together with exclusive rights to enter into, in, on and upon said lands at all times for the aforesaid purposes and to possess, use and occupy portions of said lands as may be necessary or convenient for the aforesaid purposes, and to install and maintain lines to transport oil, gas water and electricity, whether produced on said lands or other lands, from, to, over and across said lands, said lands being all of that tract of lands.
situated in Education Country of Wetzel Country of Wetzel Country of Co
Township/District of Proctor , County of Wetzel , bounded substantially as follows
State of, bounded autostativially as follows
On the north by the lands of Ray C. Herman, Dail Herman, Willard Herman On the east by the lands of State Rt.# 89
On the south by the lands of L. H. Calvert (now owned Mike Leasure)
On the west by the lands of Ray Herman
containing Seventy - six acres (76.00) acres, more or less, it being the intent of the foregoing to describe and include for the purposes of this lease all of the lands owned by Lessor in said Township or District
being the intent of the foregoing to describe and include for the purposes of this lease all of the lands owned by Lessor in said Township or District 2. Subject to other provisions herein contained, this lease shall remain in force for a term of ten (10) years (primary term) and so much longer thereafter as oil and gas, or either of them. and/or their constituents, is produced in paying quantities, in the judgment of Lessee, from the premises described above or other operations as herein provided are maintained on said premises (extended term); provided, however, that if at the termination of said term, primary or extended, there is a well on the leased premises being drilled, deepened, reworked or plugged back in search for production, then this lease shall continue in force for as long as drilling, deepening, reworking or plugging back is carried on with reasonable diligence and so much longer thereafter as oil and gas, or either of them, and/or their constituents, is found in paying quantities, in the judgment of Lessee, or other operations as herein provided are maintained on said premises.
3. In consideration of the premises the Lessee covenants and agrees: (A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of cost, the equal one-eighth (1/8) part of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is run into tanks or pipelines. (B) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8) of the wellhead price paid to Lessee per thousand cubic feet of such gas so marketed and used. (C) Lessee to deduct from payments in (A) and (B) above Lessors prorata share of any severance (excise) tax imposed by any governmental body. (D) In the event Lessee does not sell the gas to others. Lessor shall be paid on the basis of the field market price paid at the wellhead by the principal utility company operating in the general area of the leased premises for gas of like kind and quality, and on the same basis that such utility company would pay for such gas, including any escalation in price that such utility company would pay for such gas as if a contract for the sale of same had been entered into at the time of initial production. 4. If no well is commenced on said premises within the pay to Lessor a delay rental of the pay to Lessor and pay to Lessor a delay rental of the pay to Lessor and pay to Lessor a delay rental of the pay to Lessor and pay to Lessor a delay rental of the pay to Lessor and pay to Lessor and pay t
Dollars (\$ 380.00) each year thereafter, payable in advance annually, semi-annually or quarterly at the option of Lessee, until a well is commenced or this lease surrendered; but the completion of a well on said premises unproductive of oil or gas in paying quantities shall be considered as the equivalent of and regarded as the tender of delay rental for a period of one year thereafter, at which time Lessee may resume payments of delay rentals. This lease shall become null and void for failure to pay rental for any period when same becomes due and payable
5. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to
, and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of
changes in ownership in the premises, or in the oil or gas of their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.
6. No well shall be drilled within two hundred feet of any barn or dwelling now existing without the written consent of Lessor. Lessee shall bury all permanent pipelines below plow depth, when so requested by Lessor, and pay all damage to growing crops caused by operations under this lease said damage, if not mutually agreed upon, to be ascertained by three disinterested persons, one appointed by Lessor, one by Lessee and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.
7. Lessor may lay a line to any well on said premises and take gas produced from said well for use for light and heat in one dwelling house on said premises at Lessor's own risk, subject to the use and the right of abandonment of the well by Lessee. The first two hundred thousand (200,000) cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand (200,000) cubic feet taken each year shall be paid for at the current published rates at the town nearest the premises above described and the measurements and regulations shall be by meter and regulations set at the tap on the line. This privilege is upon the condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of Lessee relating to the use of free gas. Free gas as herein provided may be taken for use in no more than one dwelling house on the leased premises. 8. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, a well rent all in lieu of royalty and delay rental in the amount and under the terms hereinabove provided for delay rental until production is marketed and sold off the premises or such well is plugged and abandoned according to law. In the event no delay rentals are stated, payments hereunder shall be made on the basis of \$100.
9. Lessee shall have the exclusive rights (called storage rights) to use any well which may be located on the leased premises and any stratum of strata underlying the surface of the above described lands (except potable water strata and workable coal strata) for the purposes of injecting, storing, holding in storage and removing any kind of gas from whatever source obtained; and Lessee may, for these purposes, re-open and restore operation any and all abandoned wells on said premises or drill new wells thereon. It is understood that a well need not be located on the leased premises to permit storage of gas. Lessee shall be the sole judge as to whether gas is being stored within the leased premises, and Lessee's determination in respect thereto shall be final and conclusive. As full compensation for storage rights herein granted and in lieu of all delay rentals or royalties due, or to become due, on the production or removal of stored gas from the leased premises, Lessee agrees to pay Lessor an annual rental of \$1.00 per acre commencing with the date of first utilization of any such stratum or strata for gas storage purposes and for as long thereafter as any such stratum or strata be so utilized, such annual rental to be paid within three months after the commencement of each annual period of utilization for storage purposes. Lessee further agrees to pay Lessor as liquidated damages for the drilling, operation and maintenance of each well on the lease of premises which is utilized for the storage of gas, as well as for the necessary or useful surface rights and privileges relating thereto, for the entire term of this agreement, the sum of \$100 navable in the sum within three months after each well now a vising or bereefter drilled upon the lease

premises is so utilized. Lessee agrees to give Lessor written notice of the use of the leased premises for gas storage purposes and of the use of any well drilled thereon for gas storage purposes. In the event any stratum or strata utilized for gas storage purposes contains an economically recoverable reserve of native gas, Lessee agrees to compensate Lessor for his royalty of such gas at the prevailing well-head market price in the vicinity at the time Lessee gives notice of use of the premises for gas storage purposes for gas of comparable quality, the volume of such gas to be based on an estimate of such reserves by accepted geological methods.

10. Lessor hereby grants to Lessee the right to consolidate the leased premises or any part or parts thereof with other lands to form an oil development unit of not more than one hundred and sixty acres or gas development unit of not more than six hundred and forty acres for dilling a well thereon, but Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on sand development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located on the leased premises within the meaning and for the purposes of all the provisions and covenants of this lease, to the same effect as if all the lands comprising said unit were described in and subject to this lease. Lessor, however, agrees to accept, in lieu of the 1/8 oil and gas royalty or shut in gas royalty hereinbefore provided, that proportion of such 1/8 royalty or shut in gas royalty which Lessor's acreage in the development unit bears to the total number of acres in said development unit; and Lessor further agrees that only the owner of the lands on which the development unit well is located may take gas for use in one dwelling house as hereinbefore provided.

11. The consideration, land rentals, well rentals or royalties paid and to be paid, as herein provided, are and will be accepted by Lessor as adequate and full consideration for all the rights herein granted to Lessee and the further right of drilling or not drilling on the leased premises, whether to offset producing or gas storage wells on adjacent or adjoining lands or otherwise, as Lessee may elect, regardless of the purposes for which the leased premises are used hereunder.

12. Lessor hereby warrants and agrees to defend the title to the lands herein described; Lessor further agrees that Lessee shall have the right at any time to pay for Lessor any mortgage, tax or any other lien or encumbrance which in any manner, in the reasonable judgment of Lessee, affects,

Mo-2-587

may affect or may appear to affect Lessee's interest in the lands described or rights or privileges under this lease and be subrogated in full to all rights of the holder thereof, and such payments made by Lessee for Lessor may be deducted from any monies which may become due Lessor under this Lease. Should it be determined that Lessor owns less than the entire interest in the tract described above. Lessor shall receive only that portion of the rentals and royalties hereinbefore provided which Lessor's interest bears to the entire interest. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage. 13. No change in ownership of the land or assignment of rentals or royalties shall be binding on Lessee until after Lessee has been furnished with a written notice thereof and a certified copy of the deed of conveyance or other documents as proof to enable Lessee to identify the land conveyed as being all or part of the leased premises and Lessee shall then apportion all payments hereunder, in case of any division, according to acreage. The privilege of assignment in whole or in part is expressly allowed to Lessor and Lessee. 14. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. 15. Lessor agrees that Lessee is to have the privilege of using sufficient oil, gas and water from the premises, except water from the wells of Lessor. to conduct operations, and the right at any time to remove any tubing, casing, pipe, machinery, fixtures and other equipment placed on the premises by Lessee 16. At any time, Lessee shall have the right to surrender this lease or any portion thereof by written notice to Lessor or by placing the surrender thereof on record in the proper county, either of which shall be full and legal surrender of this lease as to all the leased premises or such portion thereof as said surrender shall indicate and shall be a cancellation of all liabilities under same of each and all parties hereto to the extent indicated on the surrender, and the acreage rental hereinbefore provided shall be reduced in proportion to the acreage surrendered. This lease and all the provisions thereof shall be applicable to and binding upon the parties hereto, their respective heirs, executors, administra ors, and assigns. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals. Signed and acknowledged in the presence of: Herelle Ray C. Herman Rose M. Herman Dail Merman STATE OF _ day of fully A.D. 19 60 County of Wetzel before me, a Notary Public in and for said County and State, personally appeared before me in said County and State the above named _ Tuy 0 Man p. 712 1822 , known to me (or satisfactorily proven) to be the person x whose name after the cold subscribed to the within instrument and acknowledged before me that _____he ____did execute the same for the purposes therein contained and that _ free act and deed. IN WITNESS WHEREOF, I hereunto set my hand and official seal at the day and year aforesaid. My commission expires STATE OF WEST VIRGINIA, COUNTY OF WETZEL, TO-WIT: OFFICE OF THE CLERK OF THE COUNTY COURT OF WETZEL COUNTY. The foregoing paper writing was this day 11/4 31, 1980, at 9:41 A.M. presented for record in my office, and thereupon, together with the certificate thereto annexed, is admitted to record. Teste: Searl County Court of Wetzel County This instrument was prepared by: John L. Hunter, Bethel 370 09/08/2023 to: return ec'd for Record recording Recorded After HB-77A

My Commission Expires:



State of Mest Airginia

Bepartment of Mines Gil and Gas Division Charleston 25305

PERENTE

AUG 1) 1982

OIL AND GAS DIVISION WY DEPARTMENT OF MINES

Yes / No X / The right to extract, produce or market the oil or gas is based upon a lease or leases 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 and gas so extracted, produced or marketed.
If the answer to this question is yes, you may use this affidavit.
AFFIDAVIT
operator, or authorized representative thereof), after being duly sworn, do
depose and say that the undersigned is authorized by the owner of the working interest in the well to state that it shall tender to the owner of the oil and gas in place not less than one-eighth of the total amount paid to or received by or allowed to the owner of the working interest at the wellhead for the oil or gas so extracted, produced or marketed before deducting the amount to be paid to orset aside for the owner of the oil or gas in place, all such oil or gas to be extracted, produced or marketed from the well
Signed:
Taken, subscribed and sworn to before me thisday of, 19
Signed:



State of West Virginia

Department of Mines (Dil and Gas Division Charleston 25305 June 10, 1983

THEODORE M. STREIT ADMINISTRATOR

WALTER N. MILLER DIRECTOR

Inverness Petroleum, Inc. Suite 1410, 500 4th. Avenue, SW Calgary, Alberta, Canada T2P 2V6

Gentlemen:

The two Permits listed below have been released under your blanket bond coverage, as they have been transferred to: Haddad & Brooks, Inc. - Washington, Pa.

WET-1265 - Lasure # 1 - Re-Issued under Permit No: WET-1285

WET-1266 - Pegg # 3 - Re-Issued under Permit No: WET-1286

These permits have been cancelled and Inverness Petroleum, Inc. has been given credit under their Blanket Bond coverage.

Sincerely,

Charlotte Milam, Clerk

Office of Oil & Gas

New Martinsville, 2015

State of West Auginia

Bepartment of Mines
Oil and Gas Advision
Oharleston 25311

Thomas E. Huzzey
Administrator

Director Charleston 2

MEMORANDUM

TO: Iverness Petroleum Inc.

FROM: Mike Lewis, Draftsman - Office of Oil and Gas - Dept. Mines

SUBJECT: INCOMPLETE LINEN OR MYLAR LOCATION PLATS

DATE: Aug. 27, 1982 - Mylar Plat - Proctor of Wetzel County, Lasure #1.

GENTLEMEN:

alter Miller

F. W. 10. 10.

We have compiled a Check List for Plats received in this office made up of OMISSIONS that we usually find (Information that is required under the W.Va. Administrative Regulations) Refer to Pages: 54 through 58 (Forms and Contents of Plats)

YOUR PLAT OR PLATS HAVE BEEN RETURNED FOR THE FOLLOWING MARKED REASONS

	Distance of Topo Mark from Coordinates not Shown				
· 🗆	Registered Professional Engineer or Licensed Land Surveyor's Seal Required				
	Not Certified or Signed by R.P.E. or L.L.S.				
D	Latitude Incorrect or Not Shown				
	Longitude Incorrect or Not Shown				
	Topo Mark Incorrect or Not Shown				
	Minimum Degree of Accuracy Unacceptable				
	Adjoining Property Owners Not Shown				
	Proven Elevation Not Shown				
	District Incorrect				
. 🗆	County Incorrect				
	Quadrangle Incorrect				
	Surface Owner Not Shown or Differs from OG-1 or IV-2				
	Oil & Gas Royalty Owner Not Shown or Differs from OG-1 or IV-2				
	Target Formation Not Shown				
	Estimated Depth Not Shown				
	Well Operator's Name and Address Not Shown				
	Designated Agent's Name and Address Not Shown or Differs from OG-1 or IV-2				
	Lease Acreage Not Shown				
	Well Type/Proposed Work Not Shown				
	Typed Information Not Acceptable				
	Information in Pencil Not Acceptable 09/08/2023				
	Existing well location(s) within 1200' - 2400' not Shown				

