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The rec	quirement of	f Code 22	-4-1-(c) (1)	throug	th (4). (Se	e reverse side for	specifics.)	inght to extract off of	gas.
ROYALTY P			it the b		in section	te tutelar version			
similar provisi	extract, proc	nensation	to the ow	il or gas	based up	on a lease or other	continuing contra	ct or contracts providin	ng for flat well royalty or any e of oil or gas so extracted,
produced or n	narketed?	Yes	NO LXX				And the second second second second		e of oil or gas so extracted,
ne answer abov	e is No, not	hing addi	tional is no	eeded.	if the answ	ver is Yes, you ma	y use Affidavit F	orm IV-60.	
Required Cop			nd the encl	loced n	lat and re-	lamation plan has			ivered by hand to the above
named coal op	erator, coal	owner(s),	and coal	lessee o	n or befor	re the day of the n	nailing or deliver	of this Permit Applic	ation to the Department of
Mines at Charl	leston, West	Virginia,		,)		A second second	11		Marcha 1
Notary:	Die	(L)	Dr		ALC: NOR	「「「「「「」」	Signed: 11	nuld. I	Maller
My Commission	Expires	Febru	ary 14	, 19	89		Its:	Vice Presider	nt all out a
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ements subject	to the cond	perator a	nd well loo	cation s	hown belo	ow is evidence of j	permission grante	d to drill in accordance iven to the District Oil	e with the pertinent legal re-
	ior to the co	nstruction	Of roads.	locatio	te and nite	for any permitted	work In additio	n, the well operator or	and Gas Inspector. his contractor shall notify the
district off a	ind gas insp	ector 24 n	ours befor	e actua	l permitte	d work has comm	enced.)	The second second	the stand of a second
nit expires	Februa						ng is commenced	prior to that date and p	resecuted with que diligence.
Bond:	Agent:	P	Plat:	12	Casing	Fee	1	11	D
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NOTE:	Keep	one copy	of	this	permit	posted	at	the	drilling	location.
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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 then six thousand feet, whatever is shallower.

- 5) Where well is located
- 6) Before a permit can be issued in a corporation, company partnership, or fictitious name, the name must be registered with the Secretary of State Office
- 7) Use separate sheet if necessary
- 8) Present surface owner at time application is filed.

9) Optional

- 11) See Reg. 7.01 relating to code §22-4-1k
- 12) "Coal Operator" means any persons, firm, partnership, partnership association or corporation that proposes to or does operate a coal mine. See Note 24
- 13 & 14) As per §22-4-20; See Note 24
 - 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

JUNN

- 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
- 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

10/20/2023

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:

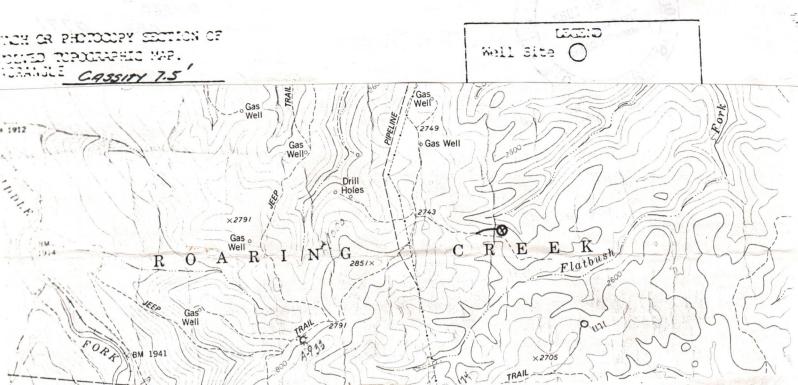
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By

Date April 13, 1933 APR 26 1983 11-9 Well No. A-1323 Tygart Valley Soit 3-311 Conservation District API No. 47 - 083 - 077/ in of Most Mirginia State County Permit Department of Mines Oil und Uss Division CONSTRUCTION AND RECLAMATION PLAN pany Name Allecheny Land & Mineral Co. Designated Agent Daniel L. Wheeler P. O. Box 1740 Address P. O. Box 1740 ress Clarksburg, West Virginia Clarksburg, West Virginia 623-6671 Telephone 623-6671 ephone Soil Cons. District TYGART VALLEY downer WESTVACO egetation to be carried out by _____ Halls Reclamation, Inc. (Agent) tygoit sall s plan has been reveiwed by SCD. All corrections additions become a part of this plan. 4-29-85 -Unloo 1 (Date) (SCD Agent) ACCESS ROAD LOCATION (A) . Structure DRAINAGE ructure Drainage Ditch Ditch 555 1)112 (1)2 acing Earthen Material Earthen Page Ref. Manual ge Ref. Manual 2-12 2-12 MAY 1 9 1983(2) ructure CULYERTS (B) Structure Ripeop acing 16" 1.D. (WHERE NEEDED) Material Rock Page Ref. Manual N/A ge Ref. Manual 2:5 OIL & GAS DIVISION DEPT. OF MINE (C) ructure Ripapp Structure . . acing Material Rock Page Ref. Manual ge Ref. Manual N/A 1 structures should be inspected regularly and repaired if necessay. All commercial timber be cut and stacked. All brush and small timber to be cut and removed from site before dirt rk begins. REVEGETATION TREATMENT AREA I TREATMENT AREA II 3 Tons/acre me Lime Tons/acre or correct to pH 6.5 or correct to pH____ 6.5 .9. 600 lbs/acre Fertilizer <u>600</u> lbs/acre rtilizer (10-20-20 or equivalent) (10-20-20 or equivalent) lch Straw 2 Tons/acre Mulch Straw 2 Tons/acre 40 lbs/acre ed* KENTURKY 31 Seed* KENTUCKY 31 40 lbs/acre 10 lbs/acre BIRDSFOOT TREFOIL BIRDSFOOT TREFOIL · /olbs/acre DOMESTIC RYEGRASS 10 1bs/acre DOMESTIC RYEGRASS 10 lbs/acre noculate all legumes such as vetch, trefoil and clovers with the proper bacterium. Inoculate th 3X recommended amount. OTES: Please request landowners' PLAN PREPARED BY cooperation to protect new seedling for one growing season. ADDRESS P. O. Drawer 1740 Attach separate sheets as necessary for comments. Clarksburg, West Virginia 26301-1740 PHONE NO. 623-6671

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1	3-311



tetch to include well location, existing access road, roads to be constructed, wellsite, cilling pits and necessary structures numbered or lettered to correspond with the first art of this plan. Include all natural drainage.

Property boundary	LEGEND Diversion	
Rcad == == == == == == == == == == == == ==	Spring O- Wet Spot Ó Building	 → →
Stream \	Drain pipe	$-\circ \rightarrow \circ \rightarrow$ $\equiv \equiv \equiv \equiv$

COMENTS:

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Slope of access road _____ ~ ~ Cuts to be on a 2:1 slope or less. Access road subject to change by company of landowner. All ditches and culverts will be maintained after construction is completed. If revision is made, revised plan will be submitted.

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Recorded:

July 30th. 1971 Deed Book 272 Page 449

COPY

34739

LUAGE AGREETENT

THIS LEASE AGUEFMENT, made and entered into the <u>14+4</u> day of <u>June</u>, 1971, to be effective as of Auril 15, 1971. by and between GOFF ARPOLD LAND COMPANY, a West Virginia corporation, hereinafter referred to as "Lessor," and THE MANUFACTIMERS LIGHT AND HEAT COMPANY, a Pennsylvania corporation, having its principal office and place of business at 800 Union Trust Building, Pittsburgh, Pennsylvania 15219, hereinafter referred to as "Lessee."

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) paid by the Lessee to the Lessor, the receipt of which is hereby acknowledged and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

LEASING CLAUSE. The Lessor hereby grants, lesses, 1. demises and lets unto Lessee all the oil, gas, including all solid liquid and gaseous substances comprising constituents thereof, such as natural gasoline, casinghead gas, condensate, related nydrocarbons and all other products, produced therewith or therefrom by methods now known or hereafter discovered in, upon and underlying the land hereinafter described; and the said Lessee shall have and is hereby further granted, during the term of this Lease, the exclusive rights by the Lessor to go upon the said land for the purposes of exploring and operating for, producing and marketing said oil and gas with the aforementioned constituents thereof, together with the exclusive rights also in the Lessee to utilize the surface and the underlying strata of said land, including the oil and gas sands and formations for gas storage $\frac{10}{20/2023}$ poses by injecting into, holding in storage therein and withdrawin therefrom, gas regardleds of the hereof by pumping or

> OIL & GAS DIVISION DEPT. OF MINES

MAY 1 9 1983

otherwise, either through any well or wells operated thereon or on neighboring or adjoining lands in the same gas storage field as well as protecting gas stored in and underling all such lands, said tract of land being situate in Rearing Creek and Middle Fork Districts, Randolph County, West Virginia, described as follows:

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All that tract or parcel of land commonly referred to as the Goff Arnold tract, being situate partly in Roaring Creek and Middle Fork Districts, Randolph County, State of West Virginia, comprising approximately 2,539 acres, as more particularly identified and shown as Parcel No. 17, as shown on a certified copy of a map, dated November, 1959, and revised January 30, 1960, the legend of which map is entitled "Property Map of Moore, Keppel and Company, Inc., Lying in Randolph and Upshur Counties, West Virginia, Being Conveyed to Connecticut General Life Insurance Company," prepared by J. Walter James, Jr., a certified land surveyor of the State of Virginia, as shown by his certificate attached to said map, and a copy of which is recorded in the County Clerk's Office of Randolph County, West Virginia.

Being a portion of the same premises as conveyed by virtue of that certain deed dated July 16, 1936, and recorded in the Office of the County Clerk of Randolph County, West Virginia, in Deed Book Vol. 142, page 146.

Excepting and Reserving from the said leasehold oil and gas and leasehold oil and gas rights herein granted and demised by this Lease, all the shallow leasehold oil and gas and the shallow leasehold oil and gas rights and interests from the surface vertically down to the bottom of the Benson Sand Formation in, upon and underlying fifty (50) acres of said leased premises as contained in Parcel No. 17 on said map referenced to above, it being understood and agreed by Lessor and Lessee that said interest and rights on the fifty (50) acres herein excepted and reserved lies within the area contained in a square drawn around said producing gas well already operated on said Parcel No. 17 by Randolph Gas Company; with it being expressly agreed between the Lessor and Lessee that the lease herein granted to The Manufacturers Light and Heat Company is under and subject only to the pri10/20/2023 of the said Randolph Gas Company on that fifty (50) acre portion only described above in said Parcel No. 17 and that all remainder of the said acreage in Parcel No. 17 as shown on said map, is free

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and clear of any rights given in sold lease to Randolph Gas Company except the right of ingress and egress to the above-recited producing gas well and any necessary pipeline easements and easements for appurtenant facilities to sold lines to transport and market the gas therefrom. The Lessor further covenants and agrees with Lessee, its successors and assigns, that as evidenced by the terms of its agreement with Randolph Gas Company, executed June 23, 1970, and recorded in the County Clerk's Office of Randolph County, Release Book 44, Page 477, a copy of which agreement Lessor shall furnish Lessee at the time of delivery of this Lease executed by Lessor, Lessor has good and marketable title to the leasehold oil and gas and the leasehold interests and rights as herein granted and demised to Lessor, subject only to the above exceptions and reservations on the fifty (50) acres surrounding the above-recited producing gas well.

2. PURPOSES. Lessor does also grant unto Lessee during the term hereof the exclusive right to enter upon the abovedescribed land to conduct geological and geophysical surveys and explorations, and to operate for, produce, and market said oil, gas, natural gasoline, casinghead gas, condensate, related hydrocarbons, and all other constituent products produced therewith or therefrom, as hereinbefore provided, together with the right to inject gas, air, water, and other fluids into the sands and forma tions in said land for the purpose of recovering and producing tl minerals referred to above; together also with the right to dril wells, recondition producing wells, redrill and use abandoned wells, and reabandon wells on said land; together also with the rights of way and servitudes on, over, and through said lands fo roads, pipelines, telephone and electric power lines, structures plants, houses and buildings for employees, drips, tanks, static cathodic protection devices, houses for gates, meters and regula tors, and all other rights and privileges necessary, incident to and convenient for the economical operation of said land alone and cojointly with other lands for the production, storage,

- 3 -

transportation and marketing of said minerals; together also with the right of removing, either during or after the torm hereof, all and any property and improvements placed or located on said land by Lessee; and together also with the right of ingress and egress upon and over said land and adjoining or neighboring lands now owned by Lessor for all of the aforesaid gas production and storage purposes; provided, however, that such usages are always subject to the damage provisions hereinafter set out; and provided further that such rights of way as are provided for relate only to the exploration for, and subsequent conveyance and transportation of,. oil, gas or related products to and from subject land to a connecting main pipeline system. No well shall be drilled by Lessee within two hundred feet (200 ft.) of any dwelling house now on said land except by the consent of the owner of such house. Subject to the right of Lessor to take gas free of cost from one well cnly on said land drilled by Lessee hereunder, provided such well is producing gas only, as hereinafter set forth, the seven-eighths (7/8ths) working interest in the oil and all of the gas produced and recovered under the terms of this agreement are hereby granted, bargained, and sold unto Lessee by Lessor.

'TERM. It is agreed that this Lease shall remain in 3. force for the term of ten (10) years from April 15, 1971, and as long thereafter as said land leased hereunder or any portion thereof or any land pooled or unitized with the whole or any part thereof as provided below in Paragraph 4 is either (a) operated by Lessee in the search for or production of oil and gas, including all solid liquid and gaseous substances comprising constituents thercof, such as natural gasoline, casinghead gas, condensate, and related hydrocarbons in paying quantities, or drilling operations are being carried on as hereinafter provided with the right of extension of said lease thereof by payment of rentals as set forth in Ar ticle 6 hereafter; or (b) the leased premises or any part thereof, including any underlying stratum, sand or formation leased hereunder is used by the Lessee for gas storage purposes by injecting,

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withdrawing or holding gas therein or protecting gas thereby alone or cojointly with other lands through the operation of a well or wells either on the tract of land herein leased or on noightaring lands comprising a part of the same gas storage field, with it being agreed Lessee's determination shall be final and conclusive as to whether the leased premises are being used for any of the aforesaid gas storage purposes.

(and

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"Drilling operations" as the term is used herein include operations for the drilling of a new well, the reworking, deepening and plugging back of a well, a new well, or hole or other operations conducted in an effort to obtain or establish production of oil or gas.

If, at the expiration of the primary term of this Lease, oil or gas is not being produced from the leased premises and Lessee is not then carrying on underground gas storage operations as provided therein, but the Lessee is still engaged in drilling operations, this Lease shall continue in force so long as such drilling operations are prosecuted; and if production of oil or gas results from such drilling operations, this Lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this Lease, all production or storage operations on the leased premises should cease, this Lease shall not terminate if Lessee is then prosecuting drilling operations, or within sixty (60) days after each such cessation of production commences drilling operations, and this Lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

4. UNITIZATION. Lessee is hereby granted the right to pool, unitize or combine all or any part of the leased premises with any other lease or leases, land or lands, mineral estates, or any of them whether owned by the Lessee or others, so as to create one or more drilling or production units so as to consta a unit or unit not exceeding 640 acres with respect to any constratum predominantly oil bearing and not substantially exceedi. 640 acres with respect to any zone or stratum predominantly gas bearing or condensate bearing, subject to the right of surrender as hereinafter provided in Article 10. Such drilling or produc units may also be created by governmental authority.

Any unit formed under this paragraph shall conform to the rules and regulations of any lawful governmental authority having jurisdiction in the premises, and with good drilling or production practice in the area in which the land is located. T the event of the unitization of the whole or any part of the lea premises, Lessee shall before or after the completion of a well, record a copy of its unit operation designation in the county wherein the leased premises are located, and mail a copy thereof by registered or certified mail, to the Lessor at Lessor's last known address. As to each drilling unit so designated for oil o gas production purposes by the Lessee, Lessor agrees to accept a receive out of the production or the proceeds from the production of such unit, and in lieu of the one-eighth (1/8) production royalties provided in Paragraph 5 of this Lease, such proportiona share of the aforesaid one-eighth (1/8) oil or gas production royalty as provided for in said Paragraph 5 of this 1 duced from each production well operated on the unitized acreage as the actual number of acres in the leased premises which may be included from time to time in any such drilling unit bears to the total number of acres included in any such unit. The commencement drilling, completion of, or production from a well or any portion of such unit shall have the same effect upon the terms of this Lease, except for the payment of royalties, as if such a well were commenced, drilled, completed or producing on any 10/20/2023 ded in this Lease itself. In the event, however, that a portion only of the premises herein leased should be included from time to time in such a drilling unit, delay rental thereafter shall be paid to

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Letter only on that part of the aforecald leaded premises which remains outside such unit or units when the same are formed. Lessee shall have the same rights of ingress and egress over the leased premises in case of such unit development for the development, drilling and operation of wells located on other acreage in the same unit as are granted by this Lease for wells located on it, but free gas shall be only furnished to and under the terms of the individual lease upon which a producing gas well is located.

(...

5. ROYALTIES. In consideration of the premises, Lessee covenants and agrees:

(1) To deliver, free of cost, to Lessor at the wells, or to the credit of Lessor in the tanks, pipelines or other facilities to which Lessee may connect said wells, an equal one-eighth (1/Sth) part of all oil, including any other liquid hydrocarbons contained therein, produced and saved from the leased premises, or at Lessee's option, to pay to Lessor for such one-eighth (1/Sth) royalty, the market price at the well for such oil of like grade and gravity prevailing on the day such oil is run from the lease stock tanks.

(2) To pay a royalty of all gas, including all substances contained therein, produced, saved and marketed from the leased premises equal to a minimum payment of four (...) cents per Mcf or equal to one-eighth (1/8th) of the then just and reasonable area price per Mcf as set by the Federal Power Commission from time to time for gas purchased in that area of West Virginia by interstate pipelines from independent producers selling such gas in interstate commerce at the time said gas is produced and marketed from the leased premises, whichever royalty amount is greater as provided above at the time said gas is purchased, with 10/20/2023 the payment for such gas to be made on or before the twenty-fifth (25th) of the month for all such gas produced during the preceding month, measured as of the date the Lessee collects its gas measurement charts for said lease.

FINTALS. Leases revenants and agrees to pay and 6. Lessor covenants and agrees to accept a minimum annual payment. calculated at the rate of One Dollar (\$1.00) per acre for each acre of lands then covered by this Lease, subject to all the other terms of the leased premises while the same is being operated for production purposes, payable quarterly in advance, beginning April 15, 1971, for five (5) years certain up to and including April 14, 1976. Any rental paid during this first five (5) year period for time beyond the date when gas is first marketed, as aforesaid, shall be credited upon the first royalty for gas or oil that may otherwise be due hereunder at any time; provided, however, in any event Lessee shall be guaranteed and shall receive a minimum annual production rental payment based upon One Dollar (\$1.00) per acre per year for each acre originally granted and demised hereunder during such five (5) year period this Lease is in effect, with any well royalty payable hereunder being deducted therefrom by Lessee. Should the first well drilled hereunder during said five (5) year period be a dry hole, or deemed by its Lessee unprofitable to operate, Lessee shall still be obligated during such first five (5) year period only to pay Lessor the minimum amount hereinabove provided until such time during such first five (5) year period as gas is produced in paying quantities or a well entitling Lessor to royalty under Article 5 is completed on said premises. Thereafter the Lessee shall have the right to deduct credit for such royalty from the minimum payment provided above. The aforementioned minimum production rental payment above shall continue at the end of the said five (5) year period ending April 14, 1976 so long as this Lease remains in effect. Lessee may release or surrender all or any portion of the leased premises after April 14, 1976, and thereafter such minimum annual payment shall be proportionately reduced with Lessee paying Lessor at the rate of One Dollar (\$1.00) per acre per year for the 20/2023 upon which the leasehold interests and rights are retained.

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7. CONVENSION TO STORAGE. Lessee chall have the exclusive right at any time during the time this Leans 1: in effect, provided the native gas reserves in the reservoir have previously been depleted to 75 percent of their original volume as estimated by Lessee prior to conversion to gas storage operations, to employ any depleted oil or gas stratum underlying premises for the storage of gas and may for this purpose reopen, redrill and restore to operation any and all abandoned wells on the premises which may have penetrated said depleted stratum, or may drill new wells thereon for the purpose of freely introducing and storing gas in such stratum and recovering the same therefrom. It is understood that a well need not be drilled on the premises to permit storage of gas, and it is agreed that Lessee shall be the sole judge as to whether gas is being stored within the leased premises and its determination shall be final and conclusive. full compensation for the storage rights herein granted and in lieu of all delay rental or minimum annual production payment as defined, royalty otherwise provided hereunder to be paid to Lessor for the right to produce or for the production of stored gas from the leased premises, Lessee agrees to pay Lessor an annual storage rental of Two Dollars (\$2.00) per acre in advance commencing with the date of utilization of any depleted stratum for storage purposes and for as long thereafter as the stratum so is utilized. Lessee further agrees to pay Lessor, in addition to surface damages provided in Article 8 as liquidating damages for the drilling, operation, and maintenance of each well on the premises which is utilized for 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 One Hundred Dollars (\$100.00) as damages payable in one sum within three (3) months after each well now existing or hereafter drilled upon the premise is so utilized. Lessee agrees to give Lessor written notice of the use of the leased premises or of any wells drilled thereen for the storage of gas.

This Lease shall never be forfeited due to failure of Lessee to make or tender any proper payment to the party or parties entitled thereto, nor due to any failure by Lessee to perform any obligation or covenant hereunder unless the Lessee shall have received written notice of such failure or after receipt of such notice, fails to make proper payment or perform any such obligation hereunder within thirty (30) days from the receipt of such notice if Lessee is actually in default.

8. MANNER OF OFERATIONS AND LESSEE'S LIABILITY FOR DAMAGES. Lessee shall bury, when so requested by Lessor, all pipelines used to produce and transport gas or oil off the premises and shall pay all damage to growing crops caused by operations under this Lease.

Lessee shall pay to Lessor the fair amount of any surface damage occasioned by the acts of it or its agents while operating under the authority of this Lease Agreement. In this sense, timber and pulpwood are considered a "growing crop," as referred to in the preceding paragraph.

9. ENTIRETY. If the leased premises are now or hereafter shall be owned severally or in separate tracts, the premises shall nevertheless be developed and operated as one lease and there shall be no obligation on the part of the Lessee to offset wells on separate tracts into which the land covered by this Lease may hereafter be divided by sale, demise, descent or otherwise. This severalty clause shall extend to but not be limited by the fifty (50) acre parcel hereinbefore described covered by the lease to Randolph Gas Company.

10. OUTSTANDING INTEREST. Acreage rentals, or royalties on any well, or wells paid and to be paid, as herein provided, are and will be accepted by Lessor as adequate and full 0/20/2023 ation to render it optional with Lessee as to whether or not it shall drill a well or wells to offset producing wells on adjoining or adjucent promises. Should it be determined that Lessor owns only a fraction of the fee simple in the oil and gas in the abovedescribed lands, then Lessor shall receive such fraction only of the rentals and royalties above specified. This Lease shall extend to and bind any interest or estate in the oil and gas in the abovedescribed lands hereafter acquired by Lessor.

11. PAYMENTS. All payments that become due Lessor hereunder may be made direct to Lessor by check, made payable and mailed or personally given direct to Harry McMullan, Jr., Agent, at Route #5, Box 394, Washington, North Carolina 27889, whichever method Lessee may elect at the time of each such payment, or in either of said methods to Harry McMullan, Jr., who is hereby appointed agent to receive and receipt for the same and to receive all notices given by Lessee as provided herein.

12. FREE CAS. Lessor excepts and reserves the right to lay a pipeline, at Lessor's expense, to any one (1) well only drilled by Lessee on said leased premises pursuant to the terms of this Lease and producing gas only, and to take gas produced from such well so long as Lessor operates this Lease, to an amount not exceeding two hundred thousand cubic feet per year, free of cost for Lessor's own use for heat and light in one dwelling house on said land at Lessor's risk, subject to the Lessee's rights of use, operation, pumping, and right of abandonment of such well by Lessee. Lessor agrees that all gas in excess of two hundred thousand cubic feet taken and used in each year shall be paid for by Lessor at the current published rates of Lessee's affiliated distribution company that is or may then be delivering gas at retail in the area nearest to the leased premises, and that said excess gas shall be delivered by Lessor for the account 20/2023d affiliated retail distributor, that the measurement and regulation thereof shall be by meter and regulators set at the valve on the "well, that such gas so taken shall be used with economy, in safe

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and proper pires and appliances, and that Lessor shall susceribe to and be bound by the reasonable rules and regulations of Lessee and its affiliated retail distribution company, published at that time relating to such taking and use of gas. Lessor expressly gives Lessee the right in advance if Lessee is requested by its affiliated retail distribution company to deduct the cost of any gas used by Lessor in excess of two hundred thousand cubic feet per year from any royalty or shut-in royalty payments otherwise due to Lessor under this Lease. Lessor further agrees to accept at any time at the option of Lessee a cash payment of Seventy-Five Dollars (\$75.00) per annum as full consideration and compensation in lieu of the right to take and use such quantity of gas free of cost. This agreement of Lessor shall extend to and bind any surface owner or tenant occupying the same premises covered by this Lease.

SURRENDER. It is agreed that Lessee at any time 13. after the first five (5) years from the effective date of this Lease shall have the right to surrender or cancel this Lease on all or any part of the acreage by delivering or mailing to the Lessor notice of such surrender or placing the same of record in the proper county where acreage included therein is located, upon the payment or tender of One Dollar (\$1.00) to Lessor and all other amounts then due Lessor as provided herein, and thereupon Lessor shall be released and discharged from all payments, obliga. tions, covenants and conditions herein contained and this Lease shall be null and void as to the land in respect to which a surrender is made. In the event of a surrender by Lessor of all its rights on a part of this leased acreage only, thereafter the amount of delay rentals provided above shall be reduced proportionately on an acreagebasis, but as to the portion of the acreage not released, the terms and provisions of this Lease shall continue and remain in full force and effect for all purposes.

14. CONVEYANCE OF PREMISES. In case of a conveyance of all or a part of the above-described land, Lessee may continue to make all payments to Lessor until furnished with a certified copy of any such deed of conveynee or oth is a second of any such deed of conveynee or oth is a second as being all or part of said land; or on written notice of any such conveyance Lessee may hold all payments until furnished with such copy of other documents or proof, and in case of any division of the leased premises after this Lease is executed shall apportion the rental according to acreage.

FEDERAL AND STATE LAWS. All express and implied 15. covenants of this Lease shall be subject to all Federal and State laws, executive orders, rules, regulations and requests, including but not limited to drilling, reworking and producing operations, and this Lease shall not be terminated in whole or in part nor Lessee held liable in damages for failure to comply therewith, if compliance is prohibited by, or if such failure is the result of any such law, order, rule, regulation or request whether or not subsequently determined to be invalid; or because of Lessee's failure to comply with any express or implied covenants of this Lease if such failure is the result of governmental authority, war, Act of God, acts of the public enemy, wars, insurrections or riots, strike, exhaustion or unavailability or delays in delivery of any product, labor, service or material, fire, explosion, flood, lockouts, or any other cause reasonably beyond the control of Lessee.

16. ASSIGNMENT. All or any part of interests and rights acquired under this Lease may be assigned to any reputable firm or corporation approved by Lessor but said assignment shall not be in effect until such time as Lessee notifies the agent of Lessor, Harry McMullan, Jr., by certified mail, addressed to Route #5, Box 394, Washington, North Carolina 27889, and in such notice specifically advises the rights and interests to be 10/20/2023 to whom they are proposed to be assigned and a copy of the proposed assignment agreement. After such assignment has been approved by Lessor and returned to Lessee with evidence of such approval, Lessee shall furnish said McMuller with the recording fata covering said assignment. The above right of assignment and the lesser's approval thereof shall not extend to and include the already approved merger of the Lessee into Columbia Gas Transmission Corporation and Lessee's rights in said lease thus acquired by said Columbia Gas Transmission Corporation as a result of said merger and consolidation shall not be affected in any way by said merger and consolidation. Lessor expressly waives the approval and notice requirement provided above with respect to this transfer of interests and rights of Lessee to Columbia Gas Transmission Corporation.

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17. This Lease, together with its terms, conditions and 17A. DEFERMENT OF DRILLING OPERATIONS. The Lesseehas the option at all times while this lease is in effect to drill or not drill, provided the minimum annual rental hereinbefore provided is paid to Lessor. This latter provision shall not extend to relieve Lessee of any implied covenant Lessee would otherwise have to drill any offset well or wells on the leased premises to protect the same from drainage while Lessee retains the same, with the understanding however that no offset drilling obligation shall arise with respect to the one (1) existing well now owned by Randolph Gas Company.

ATTEST:

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year first above written.

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GOFF ARNOLD LAND COMPANY

THE MANUFACTURERS LIGHT AND HEAT (

By A.dent 10/20/2023

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STATE OF State I To WI:: I, <u>Sectored & Chesson</u>, a notary public of said county, do certify that <u>Harry Malled JR</u>. who signed the writing above (or hereto annexed), bearing date the <u>IC</u> day of <u>Jack</u>, 1971, for GOFF ARNOLD LAND COMPANY, a corporation, has this day in my said county, before me, acknowledged the

said writing to be the act and deed of said corporation.

Given under my hand this 14th day of -lune 1971

My Commission Expires:

C. John mary 11 1975

COMONWEALTH OF PENNSYLVANIA

TO WIT:

I, <u>Edward S. Jones</u>, a notary public of said county, do certify that <u>Robert S. Ryan</u>, who signed the writing above (or hereto annexed), bearing date the <u>14th</u> day of <u>June</u>, 1971, for THE MANUFACTURERS LIGHT AND HEAT COMPANY, a corporation. has this day in my said county, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 28th day of _____ June

My Commission Expires: , EDWARD S. JOHES, Notary Public Pittoburch, Allegheny County, Pa. September 24, 1974

Novary Public

10/20/2023

ASSIGNMENT OF DRILLING AND FRODUCTION RIGHTS

THIS AGREEMENT, made this day of <u>COMUMPLY</u>, 197<u>3</u>, by and between COLUMEIA GAS TRANSMISSION CORPORATION, a Delaware corporation having an office and place of business at 800 Union Trust Building, Pittsburgh, Pennsylvania 15219, hereinafter referred to as "Columbia,"

ALLEGHENY LAND AND MINERAL COMPANY, a corporation having an office and place of business at 227 Washington Avenue, Clarksburg, West Virginia 26301, hereinafter referred to as "Allegheny."

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WITNESSETH:

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WHEREAS, Columbia is the present lessee and owner of certain oil and gas leases, including all the leasehold oil and gas and all the leasehold oil and gas interests and rights in, upon and underlying approximately 12,872 acres of land situate in Randolph and Upshur Counties, West Virginia, as shown on Schedule of Leases attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, said acreage of approximately 12,872 acres has for purposes of this agreement, been divided into four (4) sections, as indicated on map attached hereto and made a part hereof as Exhibit "B"; and

WHEREAS, Allegheny has requested Columbia to assign to it the shallow drilling and production rights and the right to enter upon the said acreage to drill, test, produce and develop gas from any new well or wells that Allegheny may hereafter drill and complete on said acreage; and WHEREAD, Columbia has agreed to assign and lease said interests, rights and privileges on said acreage to Allegheny, subject to the terms, conditions, reservations and exceptions hereinafter set forth in order to have said acreage tested and developed for natural gas in return for Columbia's right, <u>inter</u> <u>alia</u>, to purchase any gas or oil that may be developed therefrom in the manner hereinafter provided.

NOW, THEREFORE, in consideration of the sum of ONE AND OO/100 DOLLAR (\$1.00), in hand paid by Allegheny to Columbia, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. Columbia does hereby assign, transfer and set over unto Allegheny, for and during the period of time this agreement remains in effect, the right to enter upon, drill, test, produce and develop shallow oil and gas only in all the shallow oil and gas sands or horizons underlying all the acreage described and included in the oil and gas leases described and identified in Exhibit "A" attached hereto and made a part hereof, such shallow oil and gas sands or horizons being more particularly defined herein as all those oil and gas sands or horizons beginning at the surface and extending in a minimizing the darth of 5,000 fact below such surface, subject to the terms and conditions of the said original leases, together with any amendments thereto, and the terms and conditions of this agreement.

EXCEPTING AND RESERVING unto Columbia, its successors and assigns, (i) the right to enter upon, drill, produce, explore and develop all the oil and gas from any deeper oil and gas sands or horizons underlying the acreage; and (ii) any and all 10/20/2023 leasehold right, title and interest in and to any gas storage rights and privileges, express or implied, in any and all oil and gas sands or horizons underlying the aforesaid leasehold acreage, together with any rights or privileges therein granted which are

necessary or included to the consuct of jus storage operations on the acroage included in said oil and gas leases.

2. Other than to represent that it has not previously granted or assigned to any other person, persons or corporation any assignment or farm out of drilling rights adverse to the rights granted in this agreement, Columbia makes no warranties of title conveyed under the oil and gas leases above referred to or of its title to the leasehold estates, it being understood that Allegheny will assume the risk of proving title and will do any curative work it and its attorney deem necessary, at its own expense, saving Columbia harmless from any claims or demands on the part of any person or persons or corporation claiming title. adversely to Columbia or to its lessors.

3. Allegheny covenants and agrees that during the calendar year 1973 it will, at its sole cost and expense, drill or cause to be drilled five (5) wells on the acreage covered by the oil and gas leases comprising Exhibit "A" hereto, with at least one (1) well being drilled on each of the four (4) sections shown on the map attached hereto as Exhibit "B," said wells to be drilled with due diligence and in a good and workmanlike manner in accordance with accepted practices followed by prudent drilling operators in that geographic area until each well has been drilled to a depth sufficient to test the Benson Sand Horizon. The exact location of any wells shall be determined by Allegheny, but Allegheny covenants and agrees not to drill any new well or wells closer than 1,500 feet to any well then being operated by Columbia or by third parties on acreage included on any leased premises assigned herein.

4. During the drilling of any well on the abovedescribed land or on unitized area including such 120/20/2023 part thereof, Allegheny shall furnish Columbia with a copy of a daily drilling report, and Columbia's representatives shall have access to the premises and derrick floor at all times during the

drilling, coring, logging and testing of formations encountered, including but not limited to copies of logs, core analyses, drill stem tests and fluid analyses. Representative samples of drill cuttings taken at intervals of ten (10) feet or less from the surface to the total depth shall be saved, washed and dried and supplied to Columbia; and Columbia shall have the right to examine and chip at any time any cores taken. Allegheny shall also notify Columbia of any intended coring, logging, testing and the encountering and drilling of all potential pay zones in time for Columbia's representatives to be present and to witness such operations. Allegheny further agrees, upon completion of any well drilled hereunder, to deliver to Columbia (i) a complete log thereof, certified as being correct; (ii) a gamma ray log from surface to total depth; (iii) a gamma gamma density log with caliber and an induction log to the total depth drilled; and (iv) any other logs and surveys, drill stem tests, core analyses and fluid analyses made and not previously delivered.

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All samples and copies of reports, logs, tests and 5. other well drilling information to be furnished to Columbia shall be given or mailed to:

> P. S. Tremel, Senior Geologist Columbia Gas Transmission Corporation 800 Union Trust Building Pittsburgh, Pennsylvania 15219

and all other notices required hereunder to be furnished to Columbia shall be given or mailed to:

> W. A. Perrin, Manager Land, Leasing and Rights of Way Columbia Gas Transmission Corporation 800 Union Trust Building Pittsburgh, Pennsylvania 15219

. 6. Allegheny agrees to furnish all labor, materials, supplies and equipment and to pay all other costs and expenses in 10/20/2023 connection with the locating, drilling, equipping and operating of each well drilled by it on the leasehold acreage included herounder. Allegheny covenants and agrees for itself, its successors and assigns, to and with Columbia, its successors and

ancigne, that if and when any of the wells initial by Allegheny on the leasehold acreage set forth in Exhibit "A" ceases producing gas or oil in paying quantities or is of no further use to Allegheny, Allegheny will plug or cause to be plugged and abandon said well at its own cost and expense in accordance with the laws of the State of West Virginia then in force and regulating the plugging of oil and gas wells. Allegheny further covenants and agrees that it will save harmless Columbia, its successors and assigns, of and from any loss, damage and penalty through its failure, if any, to plug said well or wells as herein provided.

7. Before Allegheny abandons any well on the land herein described, it shall give to Columbia thirty (30) days' notice in writing of its intention to abandon such well, ______ which period of thirty (30) days Columbia shall have the right to purchase the well and materials thereon, together with the leasehold estates necessary to operate the well or drill it deeper, all for the sum of money equal to the market value of the material in and upon the well at the time; provided, however, that in the event the rig or other equipment used to drill the well is on the well location at the time such notice is to be given, then Allegheny shall give to Columbia only twenty-four (24) hours' notice by telephone, exclusive of Saturdays, Sundays and national holi-. days. If Columbia purchases such well, materials and estates, Allegheny shall execute and deliver to Columbia the proper instruments of transfer therefor.

8. In the event the wells to be drilled by Allegheny during 1973 are commercially productive, Allegheny shall have the right to drill five (5) additional wells on each of the four (4) sections as shown on Exhibit "B" hereto during calendar year 1974 and continuing at the rate of five (5) wells per set0/20/2023ing successive years. Such additional wells shall be drilled on mutually agreed spacing until the acreage covered hereunder is exhausted or until Allegheny chooses to discontinue its drilling program. It is understood between the parties heret; that each of the four (-) sections shall stand along incluse is the fourtinuous drilling obligation is concerned. It is further agreed that in the event Allegheny shall fail to drill at least one (1) well on any one or more of the four (4) sections during calendar year 1974 or any year thereafter, this agreement shall terminate with respect to that particular section or sections, but Allegheny shall be permitted to continue operations and production for any well or wells already in existence thereon.

9. If one or more of Allegheny's original test wells should prove inconclusive, Allegheny shall not be committed to the obligation to drill five (5) additional wells on the section on which such well is located unless the parties hereto negotiate for the drilling of a second test well on that section.

10. The parties hereto agree that Columbia shall have the option on a well-by-well basis to purchase any and all gas in commercially productive Quantities that may hereafter be produced by Allegheny from any of the leasehold acreage included in the leases in Exhibit "A"; provided that Columbia shall notify Allegheny in writing of its desire to exercise this option within fifteen (15) days after being advised by Allegheny that commercially productive quantities of gas are available. Allegheny shall promptly thereafter secure the approval of the Federal Power Commission for the sale of such gas. Allegheny further agrees that Columbia shall also have the option to purchase any and all gas developed from any additional oil and gas leases which Allegheny may in the future acquire in the immediate area.

In the event Schutcha should elect not to energies its option to purchase the gas from any well or wells drilled purcuant to this agreement, Allegheny shall have the right to sell said gas elsewhere.

11. Should the first well or any subsequent wells drilled hereunder by Allegheny produce gas in commercially productive quantities, Allegheny shall make any and all royalty payments for gas or oil that may become due and payable to any lessors named in the leases set forth in Exhibit "A" as a result of Allegheny's producing gas or oil in commercially productive quantities from any well or wells drilled on said leasehold acreage. Upon demand by Columbia, Allegheny shall furnish Columbia a monthly statement of all royalty payments made to any of said lessors. At its election, Columbia has the right, but not any obligation, should Allegheny default or fail to pay royalty payments to lessors, to pay such royalty payments and deduct the same from any profits otherwise due to Allegheny for gas purchases.

12. Allegheny shall have the option to participate in any deep well or wells drilled on the acreage covered by Exhibit "A" hereto, it being understood that a deep well shall be defined as a well drilled to a depth below 5,000 feet from the surface. The extent of Allegheny's participation in such deep well or wells shall not exceed fifty percent (50%). In the event this agreement shall to terminate as provided for herein with respect to one or more of the four (4) sections defined in Exhibit "B," Allegheny's right of participation in any deep well or wells in that section or sections shall also terminate.

13. Allegheny shall pay to Columbia the following overriding royalties on commercially productive gas produced by Alleg 10/20/2023 heny pursuant to this agreement:

(a) No overriding royalty shall be paid on production resulting from the original five (5) wells drilled pursuant to paragraph 3 hereof. (b) After all posts in competion with the drilling of the wells have been recovered, Allepheny shall pay to Columbia a 1/32 overriding royalty on production from all wells, other than the original five (5), drilled by Allegheny under the rights granted to it hereunder, i.e., to a depth of up to 5,000 feet.

(c) After recovering all its costs in connection with the construction thereof, Allegheny will pay to Columbia a 1/16 overriding royalty on all its production from deep wells in which Allegheny participates as provided in paragraph 12.

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14. Allegheny shall have the right to terminate this agreement as to any leasehold acreage unoperated by Allegheny upon written notice being given to Columbia within thirty (30) days following the completion of any subsequent well drilled hereunder, in which event Allegheny shall reassign to Columbia any and all such unoperated leasehold acreage, but Allegheny shall retain itsinterest in all producing wells theretofore drilled by it.

In the event of the termination of this agreement for any reason, including bankruptcy or insolvency as hereinafter described, provided Allegheny has previously drilled and completed a producing well on any lease included herein, Allegheny shall have the right to retain the shallow production rights only in and to that portion of any operated lease within a diameter of 1,500 feet of each then commercially productive well drilled by Allegheny on any leases in Exhibit "A," subject to gas purchase rights of Columbia provided in paragraph 10.

. 15. Should this agreement be terminated for any reason, including bankruptcy or insolvency, Allegheny shall promptly, upon demand being made by Columbia, reassign to Columbia, pursuan to a proper legal assignment in recordable form approved by 10/20/2023 Columbia, all the shallow drilling rights and interests in and to any leases unoperated by Allegheny set forth in Exhibit "A" free and clear of any liens or encumbrances placed or permitted to be placed thereon by any action or inaction of Allegheny. Should either party breach this agreement in any of the ways hereinbefore set forth in any paragraph in this agreement, the other party shall have, in addition to the rights of reassignment hereinbefore set forth, the right to take any other appropriate legal action it may elect to take for breach of contract.

16. Should Columbia desire to convert and operate wells in the area of acreage subject to this agreement as a gas storage field, Columbia is hereby given the option to purchase any well or wells that Allegheny has drilled and is operating hereunder at a consideration of either the depreciated original cost calculated : on a unit-of-production basis, or the value of reserves remaining calculated to an abandonment pressure of 15 psig and at the then purchase price of gas, whichever is greater. Such option shall include not only remaining gas wells but all other tangible or intangible property rights of Allegheny which Columbia might require for storage purposes. In the event that the value of the well or wells to be calculated in the manner established herein cannot be mutually agreed upon by Columbia and Allegheny, the matter of value shall be submitted to arbitration and the value so determined shall be final and binding upon both partithis agreement.

17. Allegheny shall be responsible for all operations to be performed by Allegheny under this agreement and shall protect, indemnify and save Columbia harmless from and against any and all liability, loss and damage arising from or in connection with its own operations including, but not limited to, all claims demands, suits, judgments and liens brought or recovered against Columbia or imposed or claimed against the property of Columbia by or on behalf of any person or persons, firms or corp9/20/2023 on account of any injury or death to any person, as well as any loss or damage to any property of any person or persons, including lessors, caused by or growing directly or indirectly out of the

operations performed or failed to be performed by Allegheny pursuant to this agreement, provided the same is caused by the fault, failure or negligence of Allegheny, its employees, agents or hay contractor hired by it to perform operations hereunder.

Allegheny shall carry Workmen's Compensation and Employers' Liability Insurance to fully comply with the laws of the state of West Virginia in connection with the work to be performed by it in its operations hereunder. Allegheny shall at all times while any operations are being performed under this agreement, at its own expense, carry and keep in effect public liability insurance, including contractual liability, endorsement and automobile liability insurance in the minimum limits for personal injury, including death, of \$100,000.00 for any one person, and * \$300,000.00 for each accident and \$100,000.00 aggregate for liability for property damage, to protect against all claims for personal injury, death and property damage sustained or alleged to be sustained by any persons, including employees or agents of Allegheny, caused by or growing out of any operations performed under this agreement, provided the same be performed by Allegheny or its contractors.

In the event bankruptcy or other insolvency pro-18. ceedings should be instituted by or against Allegheny, either by voluntary or involuntary petition, or in the event of the commence ment of any other proceeding or by or under any bankruptcy or debtor's laws for the relief or reorganization of Allegheny, including composition, extension, arrangement, receivership or other readjustment proceedings, and if any such proceedings are inot terminated within one hundred twenty (120) days after the institution of such proceedings, all of the interest, rights and privileges of Allegheny as to any of the leasehold 0/20/2023 described in Exhibit "A" at that time being unoperated by Allegheny shall terminate.

19. This agreement constitutes the entire contract botuson the parties hereto, and no change, alteration or

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main or openified in writing, signed by the parties herato, and no prior course of dealing with the parties shall be construed to alter the terms hereof.

20. This agreement and any rights arising thereunder may not be transferred or assigned by Allegheny without the written consent of Columbia, but Columbia may transfer or assign its rights to any successors, assignee or any affiliated company with Columbia that is now in existence or that later may be formed as a subsidiary company of The Columbia Gas System, Inc., without prior written consent by Allegheny.

21. It is expressly agreed that Columbia, in assigning the aforesaid drilling rights, makes no warranty of title to the oil and gas underlying any of the aforesaid leases; but Allegheny covenants and agrees, prior to offering gas or oil for sale to Columbia, that it has a good and marketable leasehold title to said gas or oil.

22. It is agreed that the laws of the state of West Virginia shall govern the interpretation and performance of this agreement. Matters which are to be settled by arbitration pursuant to the terms of this agreement shall be determined by a panel of arbitrators composed of three disinterested persons, of whom Columbia and Allegheny shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.

23. This agreement shall extend to and include any renewals or modifications of the original leases set forth on Exhibit "A," together with new leases covering the same lease of 10/20/2023 acreage.

24. The obligations of Allegheny hereunder shall be susranded while Allegheny is prevented from complying therewith, in whole or in part, by strikes, lookcuts, actions of the elements, accidents, rules and regulations of any Federal, State, municipal or other governmental agency, or other matters or conditions beyond the control of Allegheny, whether similar to the matters or conditions herein specifically enumerated or not.

25. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and everywhere the names of the parties hereto appear the terms "successors" and "assigns" shall be deemed to be intended as fully as if recited thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this agreement and have hereunto affixed their respective seals, the day and year first above written.

ATTEST:

COLUMBIA GAS TRANSMISSION CORPORATION

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By tsburgh Group

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This document was prepared by W. U. Jacoby, Attorney for Columbia Gas Transmission Corporation.

10/20/2023

- 12 -

CONCINENTIA OF FERRETIANIA) TO WIT: COUNTY OF ALLEGHENY I, EDWARD S. JONES, a notary public of said County, do certify that W.E.ALMQUIST, who signed the writing above (or hereto annexed), bearing date the 4th day of <u>LANUARY</u>, 1973, for COLUMBIA GAS TRANSMISSION CORFORATION, a corporation, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said corporation. Given under my hand this $15^{\frac{74}{day}}$ of ANUARY1973. My Commission Engines: EDWARD S. STOLL, BOUNT LITTL Throad Strategy Corrected Strategy Colward Hones Notary Pyblic STATE OF Cliest Unginia COUNTY OF Marine Y TO WIT: I, Florin C. Knites ..., a notary public of said County, do certify that Related Taucher who signed the writing above (or hereto annexed), //bearing date the 1/H. day of (1973, for ALLEGHENY LAND AND MINERAL COMPANY, a corporation, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said corporation. Given under my hand this Atta day of January 197.7 .. My Commission Expires: Notary Public Cerean Gen 15, 1994 10/20/20/23

		0	C	9		*		$\sim c$	-	
		1.1.1		11045	11541		1.747		- 102 A	
	lebecca A. Arnold, et al	turills Crim Chesser and R. H. Talbot	Harry McMullan, Jr., Agent	Harry McMullan, Jr., Agent	Larry McMullan, Jr., and . John G. Davisson, Trustee	Harry McMullan, Jr., Agent	Narry NcMullan, Jr., Agent	LESSOR		
	ASS	976.0	1,139.0	584.0	2,201.0	1,000.0	2,539.0	4,433.4	ACREAGE	UPSHUR COUNTY UPSHUR COUNTY TO BE / ALLEGHENY LAND /
EXHIBIT "A"	ASSIGNMENT NUMBER 3147 EXHIBIT "A"	Middle Fork	Middla Fork	Middle Fork & Washington	Middle Fork	Middle Fork	Roaring Creek à Middle Fork	: Roaring Creek & Middle Fork	DISTRUCT	ALLEGHENY LAND AND MINERAL COMPANY
	1	Randolph	Randolph	Randolph & . Upshur	Randolph	Randolph	Randolph	Randolph	COUNTY	IIA MAPANY
		June 18, 1971 ·	February 25, 1971	March 22, 1972	December 28, 1971	August 10, 1971	⁴ June 14, 1971	June 14, 1971	DATE OF LEASE	
		April 15, 1981	March 25, 1981	April 22, 1982	January 1, 1982	August 1, 1981	April 15, 1981	April 15, 1981	EXPIEATION DATE	-10/2
		273	270	276	275	273	272	272	BOOK	
		578	665	469	135	390	449	433	RECORDED OK PAGE	

LUNTRTT 11

10/20/2023

SCHEDULE OF LEASES SITUATE IN ROARING CREEK AND MIDDLE FORK DISTRICTS RANDOLPH COUNTY, WEST VIRCINIA, AND

IV-35 (Rev 8-81)



Date November 22, 1983 Operator's Well No. A- 1323 0771

	OF WEST VIRG	GINIA Z	API No. 47	<u>ff-Arnold</u> 47 - <u>083 - 0771</u>	
OIL and WELL OPERAT ORILLING, FRACTURING AND/OR ST	OR'S REPOR	r in mel	CHANGE	ECEIVI	
TELL TYPE: OIL / GAS X / LIQUID INJECTION (If "Gas", Production / Undergrou	/ WASTE DI	SPOSAL /	22	NOV 3 0 1983	
OCATION: Elevation: 2611' District: Roaring Creek Count	Wate: y: Rando			RT. of MIN Cassity 7.5	
COMPANY ALAMCO, Inc. 200 West Main Street					
DDRESS <u>Clarksburg, West Virginia</u> 26301 DESIGNATED AGENT ALAMCO, Inc.	Casing & Tubing	Used in Drilling	Left in Well	Cement fill up Cu. Ft.	
200 West Main Street DDRESS Clarksburg, West Virginia 26301	Size 20-16 Cond.		III WEIT	<u>cu. rc.</u>	
URFACE OWNER Westvaco	13-10"	42. 552		ana Maria al a	
DDRESS 203 Randolph Ave. Elkins, WV 26452 INERAL RIGHTS OWNER Harry McMullan Jr.	9 5/8"	-E		e el.e.	
DDRESS P.O. Box 8, Washington, NC 27889	8 5/8"	879'	879'	to surface	
IL AND GAS INSPECTOR FOR THIS WORK Robert	7" 5 1/2"	120		oo le joo bule liik ele	
tewart ADDRESS P.O.Box 345 Jane Lew, WV 26378	4 1/2"	5227'	5227'	w/300 saks 1827'	
RILLING COMMENCED August 15, 1983	3			0011-001- 01-0 01-00	
RILLING COMPLETEDAugust 26, 1983	_2			olia Martino	
F APPLICABLE: PLUGGING OF DRY HOLE ON CONTINUOUS PROGRESSION FROM DRILLING OR EWORKING. VERBAL PERMISSION OBTAINED	Liners used			1000 1943-100 1000 - 1000-100 1000 - 1000-100 1000 - 1000-1000 1000 - 1000-1000	
GEOLOGICAL TARGET FORMAION Elk	4	DEPTH	5200'	FEF	

1 ando feet Water Strata depth: Fresh 1313' feet Salt Is coal being mined in this area? Coal seam depth: 141-173 0 OPEN FLOW DATA Producing formation First Elk, Alexander, Benson Pay zone depth (see back) feet -Initial open flow 36.5 Mcf/d Oil: Initial open flow_____ Final open flow_____ Bb1/d Gas: Final open flow 852 Mcf/d Bb1/d Time of open flow between initial and final tests 2 hours Static rock pressure 1400psig (surface measurement after 73 hours shut-in (If applicable due to multiple completion--) Second producing formaiton_____ Pay zone dpeth 10/20/2023feet Gas: Initial open flow Mcf/d Oil: Initial open flow Bbl/d ·Mcf/d Final open flow Final open flow Bb1/d Time of open flow between initial and final tests _____ hours Static rock pressure _____psig (surface measurement) after _____ hours shut-in (continue on reverse side)

FORM IV-35 (REVERSE)

DETAILS OF PERFORATED INTERVALS, FRACTURING OR STIMULATING, PHYSICAL CHANGE ETC.

Well was fractured Perforations:

August 31, 1983

Е 801 0 С VOM 4920 4920 4920 4920 4920 4920 4920 4920	
	LL LOG

FORMATION COLOR HARD OR SOFT	TOP FEET	BOTIOM FEET	<u>REMARKS</u> Including indication of all fresh and salt water, coal, oil and gas
Shale	0	10	Hole Damp @ 1313'
Sand	10	TO	nore pamp e roro
Black Shale	141	173	Check Gas @ 1252 No show
Sand	173	231	
Shale	231	269	Check Gas @ 1409 No show
Sand & Shale	269	437	Check Gas @ 2038 No show
Sand	437	552	Check Gas @ 2415 No show
Sand & Shale	552	688	Check Gas @ 2627 No show
Shale	688	719	Oncen das e 2021 no snow
Sand	719	844	
Shale	844	876	
Sand	876	939	
Sand & Shale	939	1063	
Shale & Red Rock	1063	1209	
Little Lime	1209	1250	
Shale	1250	1270	
Sand	1270	1310	
Big Lime	1310	1444	
Red Rock	1444	1454	
Lime	1454	1550	
Red Rock	1550	1581	
Shale	1581	1999	
Fourth Sand	1999	2030	
Shale	2030	2350	
Speechley	2350	2383	Check Gas @ 3138 No show
Sand & Shale	2383	3574	Check Gas @ 3642 No show
Riley	3574	3612	Check Gas @ 3829 42.16 MCF/D
Sand & Shale	3612	3765	Check Gas @ 4176 39.43 MCF/D
Benson	3765	3799	Check Gas @ 4493 47.13 MCF/D
Shale	3799	4890	Check Gas @ 4867 44.73 MCF/D
First Elk Sand & Shale	4890 5040	5040 5278 T.D.	Check Gas @ 5040 36.50 MCF/D

(Attach separate sheets as necessary)

ALAMCO, Inc Well Operator maz By: a Vice President Oil & Gas Operations 11/29/83 Date:

10/20/2023

Note: Regulation 2.02 (i) provides as follows "The term 'log' or 'well log' shall mean a systematic detailed geological record of all formations, including coal, encountered in the drilling of a well." OG-11

STATE OF WEST VIRGINIA

DEPARTMENT OF MINES

AUG 24 1983

INSPECTOR'S WELL REPORT

Permit No. 283-171

OIL & GAS DIVISION

Company Allege	leng Land 9	Minung	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Address			Size			
Farm Soll 9	2 Asnold	render i en	16			Kind of Packer
Well No_H- 1.3	223		13			
. 1	CK_County	Malalak	81/4	879	879	Size of
Drilling commenced			6%			Depth set
Drilling completed	Total depth	1401	5 3/16	5		
Date shot	Depth of shot		2			Perf. top Perf. bottom
Initial open flow	/10ths Water	inInch	Liners Used		2 AF 10. 1 X 1 X 1 X 1 X 1 X 1 X 1 X 1 X 1 X 1	Perf. top
Open flow after tubing	/10ths Merc.	inInch				Perf. bottom
/olume		Cu. Ft.	CASING CEMEN	TED	SIZE	No. FTDat
lock pressure	lbs	hrs.	NAME OF SER			
il	bbls	., 1st 24 hrs.	COAL WAS ENG	COUNTERED	AT	FEETINCHE
resh water	feet	feet				FEETINCHES
alt water	feet	feet				FEETINCHES
rillers' Names					de en	

Remarks:

Willis Ing 2023 n DISTRICT WELL INSPECTOR

Form 26 2/16/82

STATE OF WEST VIRGINIA

DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

INSPECTOR'S PLUGGING REPORT

the state of the second	1.1.1					
COMPANY			ADDRESS	and the period of the second	2	
FARM		DISTRIC	СС	OUNTY		
Filling Material Used		an 14				- - 773
iner Loc	ation	Amount	Packer	Location	1	
PLUGS USED A	ND DEPTH PLACED		BRIDGES	CASING AND TUBING		
CEMENT-THICKNESS	WOOD-SIZE	LEAD	CONSTRUCTION-LUCATION	RECOVERED	SIZE	LOST
			and a second			
				a and the		
				-	н ж ^{ар} та	
	•					mar d ^{an a}
					a ana ang taong	
					en e	ne la talente
						a parte da
			less and the rest of the			
				-		
and an and an an an and an an an an an a	water and the second					

Remarks:

I hereby certify I visited the above well on this date.

10/20/2023

DISTRICT WELL INSPECTOR

DATE

IV-20

STATE OF WEST VIRGINIA DEPARTMENT OF MINES OIL AND GAS DIVISION <u>FINAL INSPECTION REQUEST</u> INSPECTOR'S COMPLIANCE REPORT



OIL & GAS DIVISION

Permit No	083-0771	County	Randolph		and a constant of the second second
Company	ALAMCO, INC.	District_	Roaring C	Creek	5
Inspector_	PHILLIP TRACY	Farm	Goff-Arn	old	
Date	December 6, 1983	Well No.	A-1323	Issued	6-3-83
RULE	DESCRIPTION			IN (Yes	COMPLIANCE No
23.06	Notification prior to start	ing work			
25.04	Prepared before drilling to	prevent waste			
25.03	High-pressure drilling				
6.01	Required permits at wellsit	e			
5.03	Adequate fresh water casing			,	
5.02	Adequate coal casing				and and a second s
5.01	Adequate production casing				
.5.04	Adequate cement strength				
.02	Maintained access roads				
25.01	Necessary equipment to prev	ent waste			
.3.03	Reclaimed drilling site				
3.04	Reclaimed drilling pits				
3.05	No surface or underground p	ollution			
7.05	Identification markings				
COMMENTS :					~

I have inspected the above well and have found it to be in compliance with the rules and regulations of the Office of Oil and Gas Department of Mines of the State of West Virginia, and the well can be released from the permitted work.

SIGNED: 111 20-DATE:

10/20/2023



State of West Birginia Bepartment of Mines Gil and Gas Bivision Charleston 25305

THEODORE M. STREIT ADMINISTRATOR

January 10, 1985

Alamco, Inc. P. O. Box 1740 Clarksburg, WV 26301

WALTER N. MILLER

DIRECTOR

In Re:	PERMIT NO:	47-083-0771			
	FARM:	Goff-Arnold			
	WELL NO:	A-1323			
	DISTRICT:	Roaring Creek			
4	COUNTY:	Randolph			
	ISSUED:	6-3-83			

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 permit number has been released under your Blanket Bond.

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.

XX 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 Office of Oil & Gas - Dept. Mines

