



1) Date: October 18, 1982, 19\_\_  
 2) Operator's Well No. Devereux #1  
 3) API Well No. 47 085 5956  
 State \_\_\_\_\_ County \_\_\_\_\_ Permit \_\_\_\_\_

DRILLING CONTRACTOR:

STATE OF WEST VIRGINIA  
DEPARTMENT OF MINES, OIL AND GAS DIVISION

OIL AND GAS WELL PERMIT APPLICATION

- 4) WELL TYPE: A Oil  / Gas  / B (If "Gas", Production  / Underground storage \_\_\_\_\_ / Deep \_\_\_\_\_ / Shallow  )
- 5) LOCATION: Elevation: 1159' Watershed: Wolfpen Run  
 District: Grant County: Ritchie Quadrangle: Elenboro 7.5'
- 6) WELL OPERATOR Rimrock Production Corp. 11) DESIGNATED AGENT Robert L. Murdock  
 Address 4424 "B" Emerson Ave. Address 4424 "B" Emerson Ave.  
Parkersburg, WV 26104 Parkersburg, WV 26104
- 7) OIL & GAS ROYALTY OWNER Richard S. Devereux 12) COAL OPERATOR N/A  
 Address Rt. #1 Box 130 Address \_\_\_\_\_  
Cairo, WV 26337
- 8) SURFACE OWNER Richard S. Devereux 13) COAL OWNER(S) WITH DECLARATION ON RECORD:  
 Address same as above Name N/A  
 Address \_\_\_\_\_  
 Name N/A  
 Address \_\_\_\_\_
- 9) FIELD SALE (IF MADE) TO:  
 Address unknown
- 10) OIL & GAS INSPECTOR TO BE NOTIFIED  
 Name Samuel N. Hersman  
 Address P.O. Box 66  
Smithville, WV 26178
- 14) COAL LESSEE WITH DECLARATION ON RECORD:  
 Name N/A  
 Address \_\_\_\_\_
- 15) PROPOSED WORK: Drill  / Drill deeper \_\_\_\_\_ / Redrill \_\_\_\_\_ / Fracture or stimulate \_\_\_\_\_  
 Plug off old formation \_\_\_\_\_ / Perforate new formation \_\_\_\_\_  
 Other physical change in well (specify) \_\_\_\_\_
- 16) GEOLOGICAL TARGET FORMATION, Devonian Shale
- 17) Estimated depth of completed well, 5500' feet
- 18) Approximate water strata depths: Fresh, 309' feet; salt, 559' feet.
- 19) Approximate coal seam depths: \_\_\_\_\_ Is coal being mined in the area? Yes \_\_\_\_\_ / No

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20) CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	SPECIFICATIONS					FOOTAGE INTERVALS		CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS
	Size	Grade	Weight per ft.	New	Used	For drilling	Left in well		
Conductor	8 5/8					1200'		300 sks.	Kinds
Fresh water									
Coal									Sizes
Intermediate									Depths set
Production	4 1/2"					5000'		650 sks.	Perforations:
Tubing									Top Bottom
Liners									

- 21) EXTRACTION RIGHTS  
 Check and provide one of the following:  
 Included is the lease or leases or other continuing contract or contracts by which I hold the right to extract oil or gas.  
 The requirement of Code 22-4-1-(c) (1) through (4). (See reverse side for specifics.)
- 22) ROYALTY PROVISIONS  
 Is the right to extract, produce or market the oil or gas based upon a lease or other continuing contract or contracts providing for flat well royalty or any similar provision for compensation to the owner of the oil or gas in place which is not inherently related to the volume of oil or gas so extracted, produced or marketed? Yes  No
- If the answer above is No, nothing additional is needed. If the answer is Yes, you may use Affidavit Form IV-60.
- 23) Required Copies (See reverse side.)
- 24) Copies of this Permit Application and the enclosed plat and reclamation plan have been mailed by registered mail or delivered by hand to the above named coal operator, coal owner(s), and coal lessee on or before the day of the mailing or delivery of this Permit Application to the Department of Mines at Charleston, West Virginia

Notary: Spide R. Hamilton  
 My Commission Expires 10-3-89

Signed: Karp E. McHimmie  
 Its: Agent

OFFICE USE ONLY  
**DRILLING PERMIT**  
 Permit number 47-085-5956 Date 10-21-82  
04/05/2024

This permit covering the well operator and well location shown below is evidence of permission granted to drill in accordance with the pertinent legal requirements subject to the conditions contained herein and on the reverse hereof. **Notification must be given to the District Oil and Gas Inspector, prior to No. 10) Prior to the construction of roads, locations and pits for any permitted work.** In addition, the well operator or his contractor shall notify the district oil and gas inspector 24 hours before actual permitted work has commenced.)

expires 6-21-83 unless drilling is commenced prior to that date and prosecuted with due diligence.

Agent:	Plat:	Casing	Fee
<u>X</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>1289</u>

[Signature]  
 Administrator, Office of Oil and Gas

Line Item Explanation

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

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

WAIVER

04/05/2024

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

Date: \_\_\_\_\_, 19\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

NOTE: See

Permit

Bond

04/05/2024

(Ref)

prop

10

11

12

13

14

15

16

17

18

19

20

21


22


23

24

ATTACH OR PHOTOCOPY SECTION OF INVOLVED TOPOGRAPHIC MAP. QUADRANGLE Ellenboro 7.5'

LEGEND


Well Site 


Access Road 


WELL SITE PLAN


Sketch to include well location, existing access road, roads to be constructed, well site filling pits and necessary structures numbered or lettered to correspond with the first part of this plan. Include all natural drainage.


LEGEND


Property boundary 


Road 


Existing fence 


Planned fence 


Stream 


Open ditch 


Diversion 

Spring 

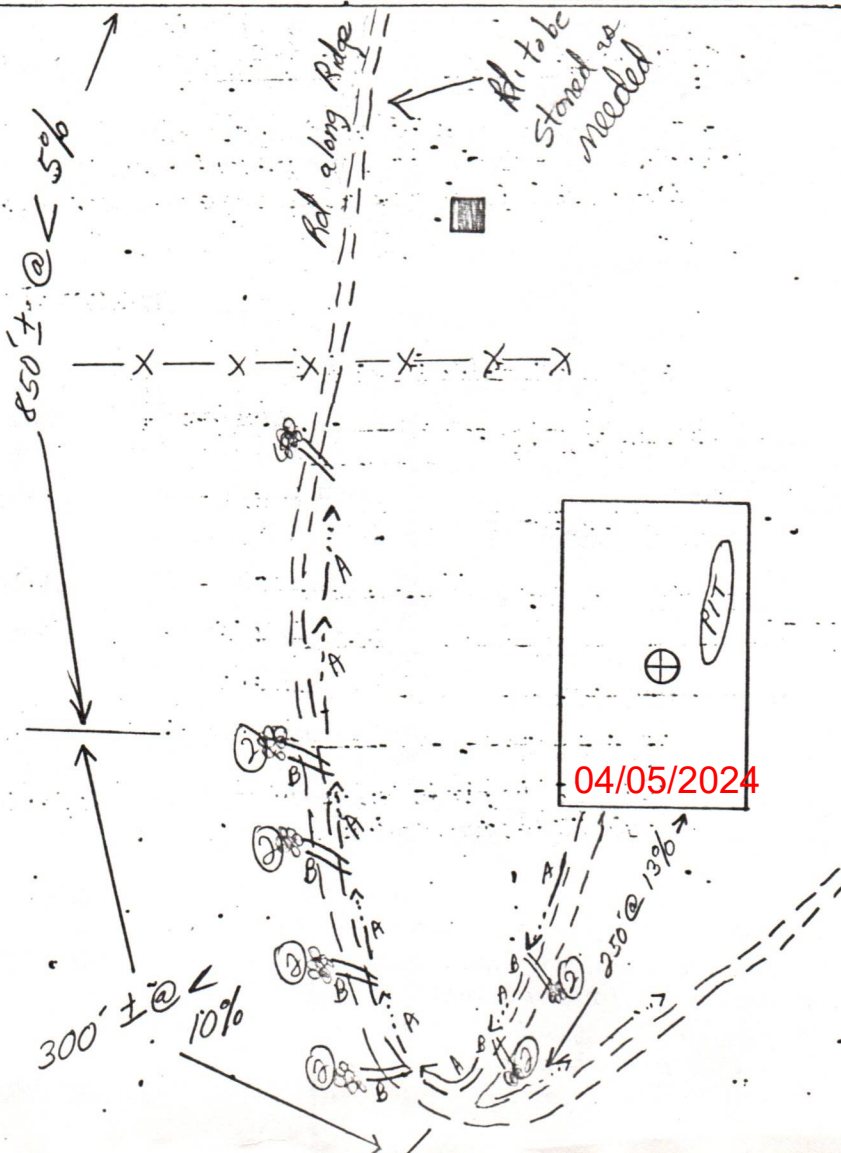
Wet spot 

Building 

Drain pipe 

Waterway 

Note: Location to be made on top of knob





DATE October 15, 1982

WELL NO. 1

State of West Virginia

API NO. 47 - 085 - 5956

Department of Mines  
Oil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME Rimrock Production Corporation

DESIGNATED AGENT Robert L. Murdock

Address 4424B Emerson Ave., Parkersburg, W. V.

Address 4424B Emerson Ave., Parkersburg, W. V.

Telephone 304-485-6040

Telephone 304-485-6040

LANDOWNER Richard S. Devereux

SOIL CONS. DISTRICT Little Kanawha

Revegetation to be carried out by Rimrock Production Corporation

(Agent)

This plan has been reviewed by Little Kanawha SCD. All corrections and additions become a part of this plan:

10-15-82

(Date)

Jarrett Newton  
(SCD Agent)

ACCESS ROAD

LOCATION

Structure Drainage Ditch

(A)

Structure See remarks on back (1)

Spacing N/A

Material

Page Ref. Manual 2-12

Page Ref. Manual

Structure Cross Drain

(B)

Structure (2)

Spacing As required per grade shown

Material

Page Ref. Manual 2-1

Page Ref. Manual

Structure

(C)

Structure (3)

Spacing

Material

Page Ref. Manual

Page Ref. Manual

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

REVEGETATION

Treatment Area I & II

Lime \_\_\_\_\_ Tons/acre

Lime \_\_\_\_\_ Tons/acre

or correct to pH 6.5

or correct to pH \_\_\_\_\_

Fertilizer 600 lbs/acre  
(10-20-20 or equivalent)

Fertilizer \_\_\_\_\_ lbs/acre  
(10-20-20 or equivalent)

Mulch Hay 2 Tons/acre

Mulch \_\_\_\_\_ Tons/acre

Seed\* Ky-31 35 lbs/acre

Seed\* \_\_\_\_\_ lbs/acre

Ladino Clover 5 lbs/acre

\_\_\_\_\_ lbs/acre

\_\_\_\_\_ lbs/acre

\_\_\_\_\_ lbs/acre

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

04/05/2024

PLAN PREPARED BY Smith Land Surveying

ADDRESS 111 South Street

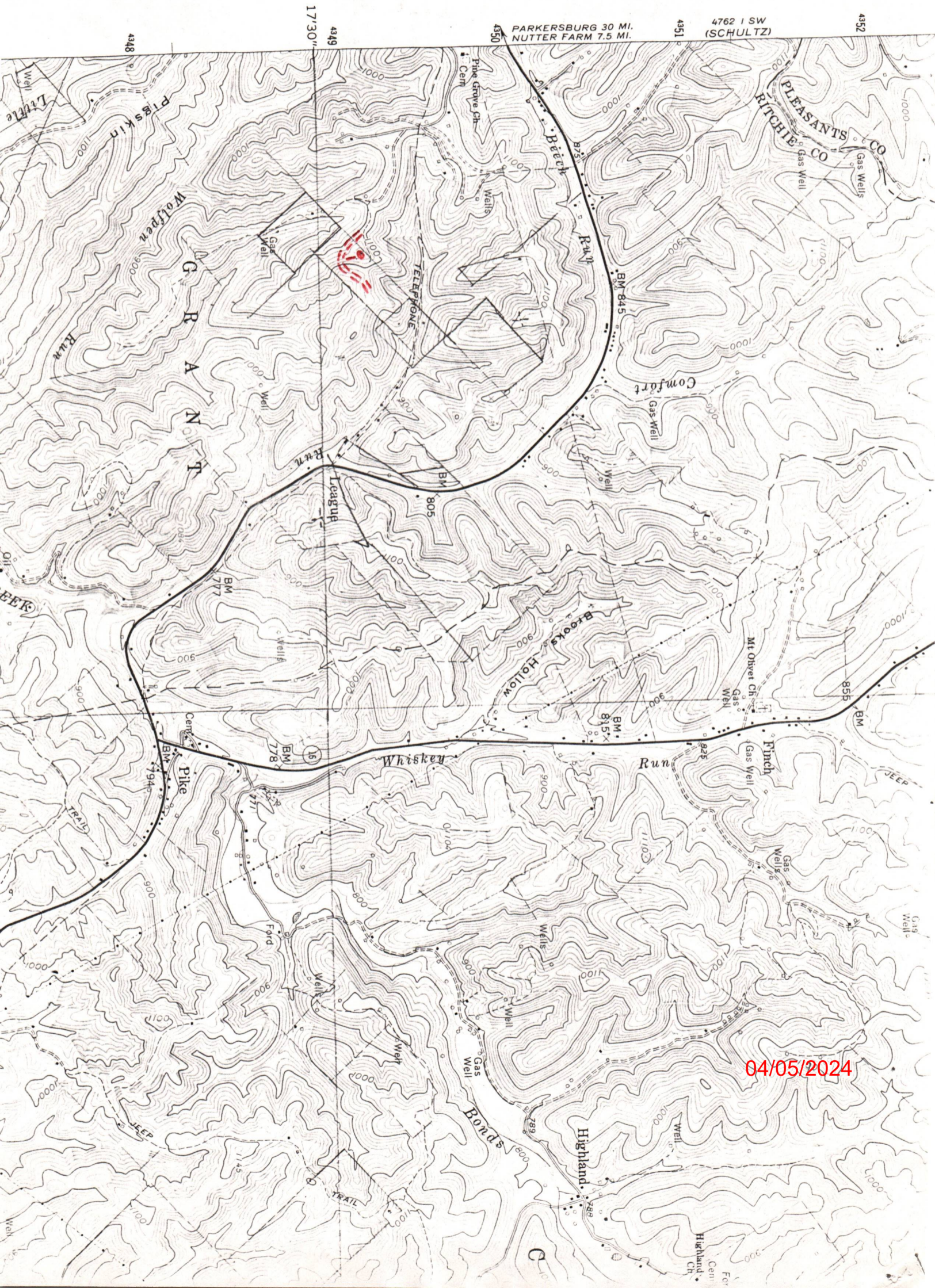
Glenville, W. V. 26351

PHONE NO. 462-5634

NOTES: Please request landowners' cooperation to protect new seedling for one growing season. Attach separate sheets as necessary for comments.

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

- 1st. stage - From 3990-4000' - 40 (.39) holes - 1,500,000 SCF N<sub>2</sub> - 1000 gal acid.
- 2nd. stage - From 3940-3950 - 40 (.39) holes - 1,500,000 SCF N<sub>2</sub> - 800 gal. acid.
- 3rd. stage - From 3270-3900 - 23 holes (.39) - 793,000 SCF N<sub>2</sub> - 250 gal. acid.
- 4th. stage - From 2540-3230 - 22 holes (.39) - 850,000 SCF N<sub>2</sub> - 250 gal. acid.

WELL LOG

FORMATION	COLOR	HARD OR SOFT	TOP FEET	BOTTOM FEET	REMARKS
					Including indication of all fresh and salt water, coal, oil and gas
Soil			0	15	
Sandstone & Shale			15	50	
Sandstone & Shale			50	100	
Sandy Siltstone			100	200	
Sandy Siltstone			200	300	
Sandstone & Siltstone			300	400	
Siltstone			400	500	
Sandstone & Siltstone			500	600	
Sandstone & Siltstone			600	700	
Sandstone & Siltstone			700	800	
Silty Sandstone			800	900	
Silty Sandstone			900	1000	
Silty Sandstone			1000	1100	
Sandstone & Siltstone			1100	1200	
Sandstone & Siltstone			1200	1300	
Sandstone & Shale			1300	1400	
Sandstone & Shale			1400	1500	
Sandstone & Shale			1500	1600	
Sandstone & Shale			1600	1700	
Shale & Lime			1700	1800	
Sandstone & Shale			1800	1900	
Sandstone - Shale & Lime			1900	2053	
Greenbrier ls			2053	2143	
Big Injun			2143	2153	
Shale			2153	2300	
Shale			2300	2400	
Shale			2400	2518	
Berea			2518	2520	
Shale			2520	2600	
Shale & Sandy Siltstone			2600	2700	
Sandy Siltstone			2700	2937	
Fifth Sand			2937	2945	
Shale			2945	3500	
Shale & Siltstone			3500	4000	
Shale & Siltstone			4000	4500	
Shale & Siltstone			4500	5004	

(Attach separate sheets as necessary)

Rimrock Production Corporation

Well Operator

04/05/2024

By: Kary C. McQuinnie - Agent

Date: December 9, 1982

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."

IV-35  
(Rev 8-81)

*M. Devereux*  
JAN 17 1983

OIL & GAS DIVISION  
DEPT. OF MINES



State of West Virginia  
Department of Mines  
Oil and Gas Division

Date December 9, 1982  
Operator's Devereux #1  
Well No. Devereux #1  
Farm Devereux  
API No. 47 - 085 - 5956

WELL OPERATOR'S REPORT  
OF  
DRILLING, FRACTURING AND/OR STIMULATING, OR PHYSICAL CHANGE

WELL TYPE: Oil X / Gas X / Liquid Injection    / Waste Disposal    /  
(If "Gas," Production X / Underground Storage    / Deep    / Shallow X /)

LOCATION: Elevation: 1159' Watershed Wolfpen Run  
District: Grant County Ritchie Quadrangle Ellenboro 7.5'

COMPANY Rimrock Production Corporation  
ADDRESS 4424 "B" Emerson Ave.  
DESIGNATED AGENT Robert L. Murdock  
ADDRESS 4424 "B" Emerson Ave. , Parkersburg, WV  
SURFACE OWNER Richard S. Devereux  
ADDRESS Rt. #1 Box 130 -Cairo, WV 26337  
MINERAL RIGHTS OWNER Richard S. Devereux  
ADDRESS Same as above  
OIL AND GAS INSPECTOR FOR THIS WORK Samuel  
Hersman ADDRESS P.O. Box 66, Smithville, WV  
PERMIT ISSUED     
DRILLING COMMENCED November 1, 1982  
DRILLING COMPLETED November 5, 1982  
IF APPLICABLE: PLUGGING OF DRY HOLE ON  
CONTINUOUS PROGRESSION FROM DRILLING OR  
REWORKING. VERBAL PERMISSION OBTAINED  
ON   

Casing & Tubing	Used in Drilling	Left in Well	Cement fill up Cu. ft.
Size 20-16 Cond.			
13-10"			
9 5/8			
8 5/8	1265	1265	280 sks.
7			
5 1/2			
4 1/2	5000	5000	650 sks.
3			
2			
Liners used			

GEOLOGICAL TARGET FORMATION Devonian Shale Depth 2520-5004 feet  
Depth of completed well 5004 feet Rotary X / Cable Tools     
Water strata depth: Fresh    feet; Salt    feet  
Coal seam depths:    Is coal being mined in the area? No

OPEN FLOW DATA

Producing formation Devonian Shale Pay zone depth 2520-5004 feet  
Gas: Initial open flow 112 Mcf/d Oil: Initial open flow 0 Bbl/d  
Final open flow 53 Mcf/d Final open flow 32 Bbl/d

Time of open flow between initial and final tests 24 hours

Static rock pressure 880# psig (surface measurement) after 24 hours shut in  
(If applicable due to multiple completion--)

Second producing formation    Pay zone depth    feet  
Gas: Initial open flow    Mcf/d Oil: Initial open flow    Bbl/d  
Final open flow    Mcf/d Oil: Final open flow    Bbl/d

Time of open flow between initial and final tests    hours

Static rock pressure    psig (surface measurement) after    hours shut in

04/05/2024

K/T - 5956

STATE OF WEST VIRGINIA  
DEPARTMENT OF MINES  
OIL AND GAS WELLS DIVISION

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OIL AND GAS DIVISION  
WV DEPARTMENT OF MINES

INSPECTOR'S WELL REPORT

Permit No. 85-5956

Oil or Gas Well \_\_\_\_\_  
(KIND)

Company <u>Pimrak Production Corp.</u>	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Address _____	Size			
Farm <u>Richard S. Deveraux</u>	16			Kind of Packer _____
Well No. <u>Deveraux #1</u>	13			Size of _____
District <u>Grant</u> County <u>Ritchie</u>	10			Depth set _____
Drilling commenced <u>10-30-82</u>	8 1/4			Perf. top _____
Drilling completed _____ Total depth _____	6%			Perf. bottom _____
Date shot _____ Depth of shot _____	5 3/16			Perf. top _____
Initial open flow _____ /10ths Water in _____ Inch	3			Perf. bottom _____
Open flow after tubing _____ /10ths Merc. in _____ Inch	2			Perf. top _____
Volume _____ Cu. Ft.	Liners Used			Perf. bottom _____
Rock pressure _____ lbs. _____ hrs.	CASING CEMENTED _____ SIZE _____ No. FT. _____ Date _____			
Oil _____ bbls., 1st 24 hrs.	NAME OF SERVICE COMPANY _____			
Fresh water _____ feet _____ feet	COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES			
Salt water _____ feet _____ feet	_____ FEET _____ INCHES _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			

Drillers' Names \_\_\_\_\_

Remarks:

*Reg on location - No Pit - Shut Down*

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OIL AND GAS DIVISION  
WV DEPARTMENT OF MINES

10-30-82  
DATE

*Samuel N. Newman* 04/05/2024  
DISTRICT WELL INSPECTOR





STATE OF WEST VIRGINIA  
DEPARTMENT OF MINES  
OIL AND GAS WELLS DIVISION

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OIL AND GAS DIVISION  
WV DEPARTMENT OF MINES

INSPECTOR'S WELL REPORT

Permit No. 85-5956

Oil or Gas Well \_\_\_\_\_  
(KIND)

Company Rimrock Production Corp.

Address \_\_\_\_\_

Farm Richard S. Devereux

Well No. Devereux #1

District Grant County Ritchie

Drilling commenced 10-30-82

Drilling completed \_\_\_\_\_ Total depth \_\_\_\_\_

Date shot \_\_\_\_\_ Depth of shot \_\_\_\_\_

Initial open flow \_\_\_\_\_ /10ths Water in \_\_\_\_\_ Inch

Open flow after tubing \_\_\_\_\_ /10ths Merc. in \_\_\_\_\_ Inch

Volume \_\_\_\_\_ Cu. Ft.

Rock pressure \_\_\_\_\_ lbs. \_\_\_\_\_ hrs.

Oil \_\_\_\_\_ bbls., 1st 24 hrs.

Fresh water None feet \_\_\_\_\_ feet

Salt water \_\_\_\_\_ feet \_\_\_\_\_ feet

CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Size			
16			Kind of Packer _____
13			
10			Size of _____
8 1/4			
6 3/8			Depth set _____
5 3/16			
3			Perf. top _____
2			Perf. bottom _____
Liners Used			Perf. top _____
			Perf. bottom _____

CASING CEMENTED \_\_\_\_\_ SIZE \_\_\_\_\_ No. FT. \_\_\_\_\_ Date \_\_\_\_\_

NAME OF SERVICE COMPANY \_\_\_\_\_

COAL WAS ENCOUNTERED AT \_\_\_\_\_ FEET \_\_\_\_\_ INCHES

\_\_\_\_\_ FEET \_\_\_\_\_ INCHES \_\_\_\_\_ FEET \_\_\_\_\_ INCHES

\_\_\_\_\_ FEET \_\_\_\_\_ INCHES \_\_\_\_\_ FEET \_\_\_\_\_ INCHES

Drillers' Names Willard Speece - A.P. Collins - Kenney Drenner

Remarks: F.W.A. Rig 23 tool Pusher - Harley Jars

Ran 1265 foot of 8 5/8 casing  
Halliburton ran 180 sacks Light Pos  
100 sacks reg - total 280 sacks  
Good circulation - Plug down at 1:14 P.M.

11-2-82  
DATE

Samuel N. Hersman  
DISTRICT WELL INSPECTOR

04/05/2024

11-4-82  
DATE

Samuel N. Hersman  
DISTRICT WELL INSPECTOR



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

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 DEC 5 - 1983  
 OIL & GAS DIVISION  
 DEPT. OF MINES

Permit No. 47-085-5956 County Ritchie  
 Company Rimrock Prod. Corp. Farm Devereux  
 Inspector Samuel Hersman Well No. Devereux #1  
 Date 11-30-83

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

COMMENTS: OK to Release

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

SIGNED: Samuel N. Hersman  
 DATE: 11-30-83

04/05/2024



State of West Virginia  
Department of Mines  
Oil and Gas Division  
Charleston 25305

WALTER N. MILLER  
DIRECTOR

THEODORE M. STREIT  
ADMINISTRATOR

December 27, 1983

Rimrock Production Corporation  
4424 B Emerson Avenue  
Parkersburg, W. Va. 26104  
Gentlemen:

The required records and reports have been received in this office and the District Inspectors have submitted FINAL INSPECTIONS for the following wells listed below:

<u>PERMIT NUMBER</u>	<u>FARM AND WELL NUMBER</u>	<u>DISTRICT</u>
RIT-5735	Homer Nichols, et al, A #1	Grant
RIT-5797	D.M.Lawrentz/Cassidy #1	Grant
RIT-5956	Richard S. Devereux, #1	Grant

In accordance with Chapter 22, Article 4, Section 2, the above captioned wells will remain under bond coverage for "life of wells." Reclamation requirements have been approved.

Very truly yours,

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

TMS/

04/05/2024

OIL AND GAS LEASE 47-085-5956 E-1

THIS AGREEMENT, made this 14th day of September, 19 82, by and between: Richard S. Devereux & Wife, Janet L. Devereux, Route 1, Box 130, Cairo, WVA 26337

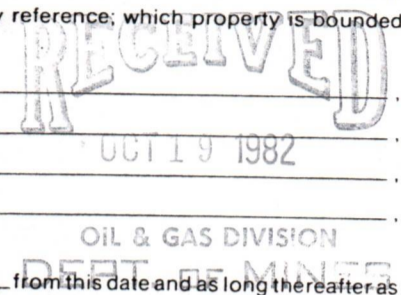
hereinafter known as the "LESSOR", whether one or more, and RIMROCK PRODUCTION CORPORATION hereinafter known as the "LESSEE", whether one or more, 4424 "B" Emerson Avenue, Parkersburg, WVA 26104

WITNESSETH:

1. That the LESSOR, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby GRANT and LEASE unto the LESSEE all of the oil and gas and all of the constituents of either, in and under the following described land, together with the exclusive right to operate, drill for, produce, and market oil and gas and their constituents, and also the right to enter thereon for the purpose of drilling and operating for oil and gas, laying pipelines, erecting tanks, machinery, and the right to do all other things necessary and proper for the drilling, production, and marketing of oil and gas and their constituents from the property which is more particularly described below:

Situated in Section Grant Township, District, County of Ritchie, State of WVA, and more particularly described at Volume 176, Page 187, of the Deed Records of Ritchie County, West Virginia, which description is hereby referred to and incorporated herein by reference; which property is bounded

substantially as follows: NORTH by lands of Richard S. Devereux & S. Bird, EAST by lands of Westvaco, SOUTH by lands of Westvaco & F. Carmichael, WEST by lands of Carmichael Heirs & Richard S. Devereux. Containing 33.33 acres, more or less.



2. It is agreed that this lease shall remain in force for a primary term of Six (6) Months from this date and as long thereafter as operations for oil or gas, or either of them, are being conducted on the premises, or oil or gas, or either of them, is being produced in paying quantities. It is expressly agreed that if LESSEE shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom then as long as production continues in paying quantities.

If, after expiration of the term of this lease, production from the leased premises in paying quantities shall cease from any cause, this lease shall not terminate provided LESSEE resumes operations for the production of oil or gas within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, as long thereafter as oil or gas or either of them is produced in paying quantities.

3. LESSEE shall commence operations for a well on the leased premises or on acreage pooled therewith as provided herein, on or before March 14, 19 83, unless LESSEE pays or tenders the sum of \$ for each months that operations are delayed. Such payment shall be a rental for the privilege of deferring commencement of drilling operations for the above period of time. In like manner, and upon like payments or tenders, the commencement of drilling operations shall be further deferred for successive periods during the primary term of this lease.

4. If a well capable of producing oil or gas or the constituents of either in paying quantities located on the leased premises (or acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in, suspended or otherwise not produced by the LESSEE due to lack of a market, and no oil or gas or their constituents is sold or utilized off the premises, nevertheless such shut in well shall be deemed to be a well on the leased premises producing in paying quantities and this lease shall remain in force during all of the time while such well is so shut in, whether before or after the expiration of the primary term. LESSEE shall use reasonable diligence to market any production from such well or wells but shall be under no obligation to market such products under terms, conditions or circumstances which in LESSEE's good faith judgment are unsatisfactory.

LESSEE shall be obligated to pay or tender to LESSOR within sixty (60) days after any such well is shut in and each anniversary thereafter, as royalty, an amount equal to \$ 2.00 per acre per year it being the intention of the parties that this lease shall remain in full force and effect for sixty (60) days after shutting in any well without payment.

5. LESSEE agrees to pay to the credit of the LESSOR one-eighth (1/8) of all the oil produced and saved from the leased premises, delivered free of cost to the purchasing agency, and one-eighth (1/8) of the proceeds of all the gas marketed and sold from said premises, payable monthly.

6. LESSOR reserves to himself, free of cost, a sufficient amount of gas per annum for domestic use in one single family dwelling located on this property. Such free gas shall be taken through LESSOR's own appliances and LESSOR shall be responsible for using economical appliances. LESSOR further covenants and agrees that his taking and use of such gas shall be wholly at his own risk and LESSOR agrees to indemnify and hold harmless LESSEE for any accident or damage caused thereby to either the parties to this agreement or any third party, and LESSEE shall not be liable for any shortage or failure in the supply of gas for said domestic use.

7. All payments made to LESSOR under the terms of this lease shall be made to the LESSOR, or any one of them, in cash or check in person or by United States mail to the address set forth herein or to the credit of LESSOR, or any one of them, in Lessor, at above

Bank address, which bank and its successors are hereby designated as LESSOR's agent for the purpose of receiving said payment. If said bank should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payments on behalf of LESSOR, LESSEE shall not be held in default for failure to make said payment so long as LESSEE has made a bona fide attempt to make said payment and in no event shall any default be declared against LESSEE until thirty (30) days after LESSEE receives written notice of said default during which time LESSEE shall have the right to make the payment then in default and thereby cure said default.

8. Any notice or demand required by this agreement shall be made to the LESSOR and LESSEE at the address set forth herein and to successors or assigns of the LESSEE herein at the address set forth in the instrument of conveyance as recorded in the County Recorder's Office by United States mail, postage prepaid, or in person.

9. LESSEE is authorized to pool or combine the land covered by this lease, or any portion thereof, or formation thereunder, as to oil and/or gas, with any other land, lease or leases when in LESSEE's judgment it is advisable to do so in order to properly develop or operate said premises. Such pooling shall be into a well unit or units not exceeding approximately forty (40) acres for oil and not exceeding approximately six hundred forty (640) acres for gas. LESSEE shall execute and record an instrument or instruments identifying and describing the pooled acreage. Production, drilling or reworking operations anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations under this lease. In lieu of the royalties elsewhere herein specified, LESSOR shall receive from a unit so formed only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit or his royalty therein bears to the total acreage so pooled in the particular unit involved.

10. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to, and be binding on, their heirs, successors, and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of LESSEE; and no change or division in such ownership shall be binding on LESSEE until thirty (30) days after LESSEE shall have been furnished by certified mail at LESSEE's principal place of business with originals or certified copies of recorded documents of title transferring title from LESSOR. In the event of assignment hereof, in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owners of this lease or portion thereof who commits such breach.

11. LESSEE shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of LESSOR. LESSEE shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises including the right to draw and remove casing.

12. LESSEE hereby agrees to restore the surface of the land covered by this lease to as near as practical its original condition after each drilling operation and further agrees to pay LESSOR for all damages to growing crops, improvements and livestock caused by or arising out of its operations thereon. When required by LESSOR, LESSEE will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said land without LESSOR's consent.

13. LESSOR hereby warrants and agrees to defend the title to this property including the oil and gas and other minerals which are the subject of this lease and LESSOR agrees that LESSEE, at its option, may pay, discharge or redeem any taxes, mortgages, or other liens existing on or assessed against said property, either in whole or in part, and in the event LESSEE does so, it shall be subrogated to the rights of such lien holder with the right to reimburse itself by applying any royalty toward satisfying the same.

64/08/2024

LESSEE be prevented from complying with any...  
from producing oil or gas therefrom by operation of force majeure, any Federal or State law, or any order, rule, or regulation  
governmental authority, then while so prevented, LESSEE's obligation to comply with such covenant shall be suspended, and LESSEE shall  
able in damages for failure to comply therewith; and this lease shall be extended while and so long as LESSEE is prevented by any such  
from conducting drilling or reworking operations on or from producing oil or gas from the leased premises, anything in the lease to the  
ary notwithstanding.

15. If LESSOR owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties and  
rentals herein provided shall be paid to the LESSOR only in the proportion which its interest bears to the whole undivided fee. Should any person,  
firm, or corporation having an interest in the above-described land not lease to LESSEE, or should any one or more of the parties named above as  
LESSOR not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

16. At any time LESSEE shall have the right to surrender this lease or any part thereof for cancellation, after which all payments and liabilities  
hereunder shall cease and determine as to the part or parts so surrendered, and if the whole is surrendered, then this lease shall become absolutely  
null and void. This surrender may be made to the LESSOR, or if more than one LESSOR, then to any one of them, or to any heir or assign of any one  
of them, by delivery of a duly executed surrender thereof in person or by mail addressed to the address of such person as set forth herein, or by  
recording a duly executed surrender thereof in the Recorder's Office of the County in which the land is located.

17. In consideration of the granting of this lease and its terms and covenants, LESSOR does hereby grant, sell, assign, transfer and set over  
unto the LESSEE, its heirs, successors, representatives and assigns, a right-of-way to lay, maintain, operate, inspect, replace, change the size of,  
relocate and remove pipe lines for the transportation of oil or gas and other products with drips, valves, measuring and regulating equipment and  
other necessary appurtenances thereto on, over and through the land of the LESSOR together with the right of ingress and egress to and from said  
pipe line measuring and regulating equipment and other necessary appurtenances at all times as may be necessary or convenient for the full and  
complete use by the LESSEE of this right-of-way.

The LESSOR shall use and enjoy the said lands subject to the conditions and provisions of this right-of-way grant expressed and implied and  
provided always that such use and enjoyment shall not interfere with or be inconsistent in any way with the rights, privileges and uses herein  
granted to the LESSEE.

18. This lease embodies the entire contract and agreement between LESSOR and LESSEE, and no warranties, representations, promises, or  
inducements not herein expressed have been made or relied upon by either party.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this instrument as of the day and year first  
above-written.

19. See Addendum for additional provisions attached hereto and made a part  
hereof.

WITNESS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Richard S. Devereux (SEAL)  
Richard S. Devereux (SEAL)  
Janet L. Devereux (SEAL)  
Janet L. Devereux (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

WEST VIRGINIA ACKNOWLEDGEMENT

STATE OF WEST VIRGINIA }  
COUNTY OF Ritchie

To-wit:

I, KAREN SWADLEY, a Notary Public of said County, do hereby certify that  
Richard S. Devereux & wife, Janet L. Devereux

whose name s are signed to the within writing bearing date the 14th day of September, 19 82  
ha ve this day acknowledged the same before me in my said County.

Given under my hand this 7th day of October, 19 82.  
Karen Swadley  
Notary Public

My Commission expires Oct. 13, 1991.

OHIO ACKNOWLEDGEMENT

STATE OF OHIO }  
COUNTY OF \_\_\_\_\_

SS.

Before me, a Notary Public in and for said county, personally appeared the above named \_\_\_\_\_

\_\_\_\_\_ who acknowledged

that \_\_\_\_\_ he \_\_\_\_\_ did sign the foregoing instrument, and that the same is \_\_\_\_\_ free act and deed. In testimony

whereof I have hereunto subscribed my name at \_\_\_\_\_, this \_\_\_\_\_

day of \_\_\_\_\_, 19 \_\_\_\_\_.

My Commission expires \_\_\_\_\_.

Notary Public

RECEIVED  
OCT 19 1982  
OIL & GAS DIVISION  
DEPT. OF MINES

RECORDING DATA:

Term \_\_\_\_\_  
County \_\_\_\_\_ State \_\_\_\_\_  
Location \_\_\_\_\_  
Acres \_\_\_\_\_  
Date \_\_\_\_\_, 19 \_\_\_\_\_  
TO \_\_\_\_\_  
Oil and Gas Lease

04/05/2024

# OIL AND GAS LEASE

THIS AGREEMENT, made this 16th day of September, 19 82

by and between Rella C. Farson & Husband, Frank Farson; Frank E. Gilmore, single; C. Gayle Gilmore & Wife, Grace Gilmore; Donald H. Gilmore & Wife, Cheslea Gilmore; and Benjamin Gilmore, Jr. (a/k/a B. F. Gilmore, Jr.) & Wife, Bernice Gilmore of 2205-23rd St., Parkersburg, W.Va. 26101 hereinafter known as the "LESSOR", whether one or more, and Rimrock Production Corporation hereinafter known as the "LESSEE", whether one or more, 4424 B Emerson Avenue, Parkersburg, W.Va. 26101

## WITNESSETH:

1. That the LESSOR, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby GRANT and LEASE unto the LESSEE all of the oil and gas and all of the constituents of either, in and under the following described land, together with the exclusive right to operate, drill for, produce, and market oil and gas and their constituents, and also the right to enter thereon for the purpose of drilling and operating for oil and gas, laying pipelines, erecting tanks, machinery, and the right to do all other things necessary and proper for the drilling, production, and marketing of oil and gas and their constituents from the property which is more particularly described below:

Situated in ~~Section~~ Grant Township/District, County of Ritchie, State of W.Va. and more particularly described at Volume 176, Page 187, of the Deed Records of Ritchie County, W.Va., which description is hereby referred to and incorporated herein by reference; which property is bounded substantially as follows:

NORTH by lands of Richard S. Devereux & S. Bird  
EAST by lands of Westvaco  
SOUTH by lands of Westvaco & F. Carmichael  
WEST by lands of Carmichael Heirs & Richard S. Devereux  
Containing 33.33 acres, more or less.

2. It is agreed that this lease shall remain in force for a primary term of Six (6) Months from this date and as long thereafter as operations for oil or gas, or either of them, are being conducted on the premises, or oil or gas, or either of them, is being produced in paying quantities. It is expressly agreed that if LESSEE shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom then as long as production continues in paying quantities.

If, after expiration of the term of this lease, production from the leased premises in paying quantities shall cease from any cause, this lease shall not terminate provided LESSEE resumes operations for the production of oil or gas within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, as long thereafter as oil or gas or either of them is produced in paying quantities.

3. LESSEE shall commence operations for a well on the leased premises or on acreage pooled therewith as provided herein, on or before March 14, 19 83, unless LESSEE pays or tenders the sum of \$ \_\_\_\_\_ for each \_\_\_\_\_ months that operations are delayed. Such payment shall be a rental for the privilege of deferring commencement of drilling operations for the above period of time. In like manner, and upon like payments or tenders, the commencement of drilling operations shall be further deferred for successive periods during the primary term of this lease.

4. If a well capable of producing oil or gas or the constituents of either in paying quantities located on the leased premises (or acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in, suspended or otherwise not produced by the LESSEE due to lack of a market, and no oil or gas or their constituents is sold or utilized off the premises, nevertheless such shut in well shall be deemed to be a well on the leased premises producing in paying quantities and this lease shall remain in force during all of the time while such well is so shut in, whether before or after the expiration of the primary term. LESSEE shall use reasonable diligence to market any production from such well or wells but shall be under no obligation to market such products under terms, conditions or circumstances which in LESSEE's good faith judgment are unsatisfactory.

LESSEE shall be obligated to pay or tender to LESSOR within sixty (60) days after any such well is shut in and each anniversary thereafter, as royalty, an amount equal to \$ 2.00 per acre per year it being the intention of the parties that this lease shall remain in full force and effect for sixty (60) days after shutting in any well without payment.

5. LESSEE agrees to pay to the credit of the LESSOR one-eighth (1/8) of all the oil produced and saved from the leased premises, delivered free of cost to the purchasing agency, and one-eighth (1/8) of the proceeds of all the gas marketed and sold from said premises, payable monthly.

6. LESSOR reserves to himself, free of cost, 200,000 cubic feet of gas per annum for domestic use in one single family dwelling located on this property. Such free gas shall be taken through LESSOR's own appliances and LESSOR shall be responsible for using economical appliances. LESSOR further covenants and agrees that his taking and use of such gas shall be wholly at his own risk and LESSOR agrees to indemnify and hold harmless LESSEE for any accident or damage caused thereby to either the parties to this agreement or any third party, and LESSEE shall not be liable for any shortage or failure in the supply of gas for said domestic use.

7. All payments made to LESSOR under the terms of this lease shall be made to the LESSOR, or any one of them, in cash or check in person or by United States mail to the address set forth herein or to the credit of LESSOR, or any one of them, in Lessors, at above

~~Bank~~ address, which bank and its successors are hereby designated as LESSOR's agent for the purpose of receiving said payment. If said bank should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payments on behalf of LESSOR, LESSEE shall not be held in default for failure to make said payment so long as LESSEE has made a bona fide attempt to make said payment and in no event shall any default be declared against LESSEE until thirty (30) days after LESSEE receives written notice of said default during which time LESSEE shall have the right to make the payment then in default and thereby cure said default.

8. Any notice or demand required by this agreement shall be made to the LESSOR and LESSEE at the address set forth herein and to successors or assigns of the LESSEE herein at the address set forth in the instrument of conveyance as recorded in the County Recorder's Office by United States mail, postage prepaid, or in person.

9. LESSEE is authorized to pool or combine the land covered by this lease, or any portion thereof, or formation thereunder, as to oil and/or gas, with any other land, lease or leases when in LESSEE's judgment it is advisable to do so in order to properly develop or operate said premises. Such pooling shall be into a well unit or units not exceeding approximately forty (40) acres for oil and not exceeding approximately six hundred forty (640) acres for gas. LESSEE shall execute and record an instrument or instruments identifying and describing the pooled acreage. Production, drilling or reworking operations anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations under this lease. In lieu of the royalties elsewhere herein specified, LESSOR shall receive from a unit so formed only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit or his royalty therein bears to the total acreage so pooled in the particular unit involved.

10. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to, and be binding on, their heirs, successors, and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of LESSEE; and no change or division in such ownership shall be binding on LESSEE until thirty (30) days after LESSEE shall have been furnished by certified mail at LESSEE's principal place of business with originals or certified copies of recorded documents of title transferring title from LESSOR. In the event of assignment hereof, in whole or in part, liability for breach of any provision hereunder shall rest exclusively upon the owners of this lease or portion thereof who commits such breach.

11. LESSEE shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of LESSOR. LESSEE shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises including the right to draw and remove casing.

12. LESSEE hereby agrees to restore the surface of the land covered by this lease to as near as practical its original condition after each drilling operation and further agrees to pay LESSOR for all damages to growing crops, improvements and livestock caused by or arising out of its operations thereon. When required by LESSOR, LESSEE will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said land without LESSOR's consent.

13. LESSOR hereby warrants and agrees to defend the title to this property including the oil and gas and other minerals which are the subject of this lease and LESSOR agrees that LESSEE, at its option, may pay, discharge or redeem any taxes, mortgages, or other liens existing on or assessed against said property, either in whole or in part, and in the event LESSEE does so, it shall be subrogated to the rights of such lien holder with the right to reimburse itself by applying any royalty toward satisfying the same.



ons thereon or from producing oil or gas therefrom by operation of force majeure, any Federal or State law, or any order, rule, or regulation by governmental authority, then while so prevented, LESSEE's obligation to comply with such covenant shall be suspended, and LESSEE shall be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as LESSEE is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises, anything in the lease to the contrary notwithstanding.

15. If LESSOR owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to the LESSOR only in the proportion which its interest bears to the whole undivided fee. Should any person, firm, or corporation having an interest in the above-described land not lease to LESSEE, or should any one or more of the parties named above as LESSOR not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

16. At any time LESSEE shall have the right to surrender this lease or any part thereof for cancellation, after which all payments and liabilities hereunder shall cease and determine as to the part or parts so surrendered, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the LESSOR, or if more than one LESSOR, then to any one of them, or to any heir or assign of any one of them, by delivery of a duly executed surrender thereof in person or by mail addressed to the address of such person as set forth herein, or by recording a duly executed surrender thereof in the Recorder's Office of the County in which the land is located.

17. In consideration of the granting of this lease and its terms and covenants, LESSOR does hereby grant, sell, assign, transfer and set over unto the LESSEE, its heirs, successors, representatives and assigns, a right-of-way to lay, maintain, operate, inspect, replace, change the size of, relocate and remove pipe lines for the transportation of oil or gas and other products with drips, valves, measuring and regulating equipment and other necessary appurtenances thereto on, over and through the land of the LESSOR together with the right of ingress and egress to and from said pipe line measuring and regulating equipment and other necessary appurtenances at all times as may be necessary or convenient for the full and complete use by the LESSEE of this right-of-way.

The LESSOR shall use and enjoy the said lands subject to the conditions and provisions of this right-of-way grant expressed and implied and provided always that such use and enjoyment shall not interfere with or be inconsistent in any way with the rights, privileges and uses herein granted to the LESSEE.

18. This lease embodies the entire contract and agreement between LESSOR and LESSEE, and no warranties, representations, promises, or inducements not herein expressed have been made or relied upon by either party.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this instrument as of the day and year first above-written.

WITNESSES  
*Rella C. Farson*  
 Rella C. Farson  
 \_\_\_\_\_  
*Frank Farson*  
 Frank Farson  
 \_\_\_\_\_  
*Frank E. Gilmore*  
 Frank E. Gilmore  
 \_\_\_\_\_  
*C. Gayle Gilmore*  
 C. Gayle Gilmore  
 \_\_\_\_\_

*Grace Gilmore* (SEAL)  
 Grace Gilmore  
 \_\_\_\_\_  
*Donald H. Gilmore* (SEAL)  
 Donald H. Gilmore  
 \_\_\_\_\_  
*Cheslea Gilmore* (SEAL)  
 Cheslea Gilmore  
 \_\_\_\_\_  
*Benjamin Gilmore, Jr.* (SEAL)  
 Benjamin Gilmore, Jr.  
 \_\_\_\_\_  
*Bernice Gilmore* (SEAL)  
 Bernice Gilmore  
 \_\_\_\_\_

WEST VIRGINIA ACKNOWLEDGEMENT

STATE OF WEST VIRGINIA }  
 COUNTY OF \_\_\_\_\_ }

To-wit:

I, \_\_\_\_\_, a Notary Public of said County, do hereby certify that \_\_\_\_\_

whose name \_\_\_\_\_ signed to the within writing bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

ha \_\_\_\_\_ this day acknowledged the same before me in my said County.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Notary Public

My Commission expires \_\_\_\_\_.

OHIO ACKNOWLEDGEMENT

STATE OF OHIO }  
 COUNTY OF \_\_\_\_\_ }

SS.

Before me, a Notary Public in and for said county, personally appeared the above named \_\_\_\_\_

\_\_\_\_\_ who acknowledged

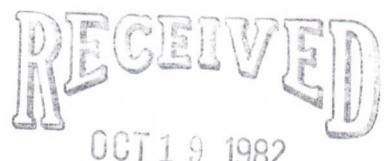
that \_\_\_\_\_ he \_\_\_\_\_ did sign the foregoing instrument, and that the same is \_\_\_\_\_ free act and deed. In testimony

whereof I have hereunto subscribed my name at \_\_\_\_\_, this \_\_\_\_\_

day of \_\_\_\_\_, 19 \_\_\_\_\_.

My Commission expires \_\_\_\_\_.

Notary Public



OIL & GAS DIVISION  
 DEPT. OF MINES

RECORDING DATA:

Term \_\_\_\_\_  
 County \_\_\_\_\_ State \_\_\_\_\_  
 Location \_\_\_\_\_  
 Acres \_\_\_\_\_  
 Date \_\_\_\_\_, 19 \_\_\_\_\_  
 TO \_\_\_\_\_

Oil and Gas Lease

04/05/2024

STATE OF WEST VIRGINIA

TO-WIT:

COUNTY OF Wood

I, Lois Kay Albright, a Notary Public of said County, do hereby certify that Walter C. Fanson & Frank Fanson, his husband whose names are signed to the within writing bearing date the 16th day of Sept., 1982 have this day acknowledged the same before me in my said County.

Given under my hand this 16th day of Sept., 1982.

Lois Kay Albright  
Notary Public

My Commission expires 9/25/87

RECEIVED  
OCT 19 1982

STATE OF WEST VIRGINIA

TO-WIT:

COUNTY OF Wood

OIL & GAS DIVISION  
DEPT. OF MINES

I, Lois Kay Albright, a Notary Public of said County, do hereby certify that Frank E. Gilmore, single whose name is signed to the within writing bearing date the 16th day of Sept., 1982 have this day acknowledged the same before me in my said County.

Given under my hand this 16th day of Sept., 1982.

Lois Kay Albright  
Notary Public

My Commission expires 9/25/87

STATE OF WEST VIRGINIA

TO-WIT:

COUNTY OF Wood

I, Lois Kay Albright, a Notary Public of said County, do hereby certify that C. Gayle Gilmore & Grace Gilmore, his wife whose names are signed to the within writing bearing date the 16th day of Sept., 1982 have this day acknowledged the same before me in my said County.

Given under my hand this 16th day of Sept., 1982.

Lois Kay Albright  
Notary Public

04/05/2024

STATE OF WEST VIRGINIA

TO-WIT:

COUNTY OF Wood

I, Betty M. Schlatter, a Notary Public of said County, do hereby certify that Donald H. Gilmore + Chelsea Gilmore his wife whose names are signed to the within writing bearing date the 17<sup>th</sup> day of Sept., 1982 have this day acknowledged the same before me in my said County.

Given under my hand this 17<sup>th</sup> day of Sept., 1982.

Betty M. Schlatter  
Notary Public

My Commission expires 10-3-83

RECEIVED  
OCT 19 1982

STATE OF WEST VIRGINIA

TO-WIT:

COUNTY OF Wood

I, Betty M. Schlatter, a Notary Public of said County, do hereby certify that Benjamin Gilmore J. + Bernice Gilmore his wife whose names are signed to the within writing bearing date the 17<sup>th</sup> day of Sept., 1982 have this day acknowledged the same before me in my said County.

Given under my hand this 17<sup>th</sup> day of Sept., 1982.

Betty M. Schlatter  
Notary Public

My Commission expires 10-3-83

OIL & GAS DIVISION  
DEPT. OF MINES

STATE OF WEST VIRGINIA

TO-WIT:

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of said County, do hereby certify that \_\_\_\_\_

\_\_\_\_\_ whose name \_\_\_\_\_ signed to the within writing bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ ha\_\_\_\_ this day acknowledged the same before me in my said County.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

04/05/2024

# OIL AND GAS LEASE

THIS AGREEMENT, made this 14th day of September, 19 82

by and between: Clinton J. Jameson

Route 1

Cairo, WVA 26337

and RIMROCK PRODUCTION CORPORATION hereinafter known as the "LESSOR", whether one or more,  
4424 "B" Emerson Avenue, Parkersburg, WVA 26104 hereinafter known as the "LESSEE", whether one or more.

## WITNESSETH:

1. That the LESSOR, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby GRANT and LEASE unto the LESSEE all of the oil and gas and all of the constituents of either, in and under the following described land, together with the exclusive right to operate, drill for, produce, and market oil and gas and their constituents, and also the right to enter thereon for the purpose of drilling and operating for oil and gas, laying pipelines, erecting tanks, machinery, and the right to do all other things necessary and proper for the drilling, production, and marketing of oil and gas and their constituents from the property which is more particularly described below:

Situated in ~~Section~~ Grant ~~Township~~ District, County of Ritchie, State of WVA,  
and more particularly described at Volume 176, Page 187, of the Deed Records of Ritchie County,  
West Virginia, which description is hereby referred to and incorporated herein by reference; which property is bounded substantially as follows:

NORTH by lands of Richard S. Devereux & S. Bird

EAST by lands of Westvaco

SOUTH by lands of Westvaco & F. Carmichael

WEST by lands of Carmichael Heirs & Richard S. Devereux

Containing 33.33 acres, more or less.

2. It is agreed that this lease shall remain in force for a primary term of Six (6) Months from this date and as long thereafter as operations for oil or gas, or either of them, are being conducted on the premises, or oil or gas, or either of them, is being produced in paying quantities. It is expressly agreed that if LESSEE shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom then as long as production continues in paying quantities.

If, after expiration of the term of this lease, production from the leased premises in paying quantities shall cease from any cause, this lease shall not terminate provided LESSEE resumes operations for the production of oil or gas within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, as long thereafter as oil or gas or either of them is produced in paying quantities.

3. LESSEE shall commence operations for a well on the leased premises or on acreage pooled therewith as provided herein, on or before March 14, 19 83, unless LESSEE pays or tenders the sum of \$ \_\_\_\_\_ for each \_\_\_\_\_ months that operations are delayed. Such payment shall be a rental for the privilege of deferring commencement of drilling operations for the above period of time, in like manner, and upon like payments or tenders, the commencement of drilling operations shall be further deferred for successive periods during the primary term of this lease.

4. If a well capable of producing oil or gas or the constituents of either in paying quantities located on the leased premises (or acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in, suspended or otherwise not produced by the LESSEE due to lack of a market, and no oil or gas or their constituents is sold or utilized off the premises, nevertheless such shut in well shall be deemed to be a well on the leased premises producing in paying quantities and this lease shall remain in force during all of the time while such well is so shut in, whether before or after the expiration of the primary term. LESSEE shall use reasonable diligence to market any production from such well or wells but shall be under no obligation to market such products under terms, conditions or circumstances which in LESSEE's good faith judgment are unsatisfactory.

LESSEE shall be obligated to pay or tender to LESSOR within sixty (60) days after any such well is shut in and each anniversary thereafter, as royalty, an amount equal to \$ 2.00 per acre per year it being the intention of the parties that this lease shall remain in full force and effect for sixty (60) days after shutting in any well without payment.

5. LESSEE agrees to pay to the credit of the LESSOR one-eighth (1/8) of all the oil produced and saved from the leased premises, delivered free of cost to the purchasing agency, and one-eighth (1/8) of the proceeds of all the gas marketed and sold from said premises, payable monthly.

6. LESSOR reserves to himself, free of cost, 200,000 cubic feet of gas per annum for domestic use in one single family dwelling located on this property. Such free gas shall be taken through LESSOR's own appliances and LESSOR shall be responsible for using economical appliances. LESSOR further covenants and agrees that his taking and use of such gas shall be wholly at his own risk and LESSOR agrees to indemnify and hold harmless LESSEE for any accident or damage caused thereby to either the parties to this agreement or any third party, and LESSEE shall not be liable for any shortage or failure in the supply of gas for said domestic use.

7. All payments made to LESSOR under the terms of this lease shall be made to the LESSOR, or any one of them, in cash or check in person or by United States mail to the address set forth herein or to the credit of LESSOR, or any one of them, in Lessor, at above

~~XXXXX~~ address, which bank and its successors are hereby designated as LESSOR's agent for the purpose of receiving said payment. If said bank should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payments on behalf of LESSOR, LESSEE shall not be held in default for failure to make said payment so long as LESSEE has made a bona fide attempt to make said payment and in no event shall any default be declared against LESSEE until thirty (30) days after LESSEE receives written notice of said default during which time LESSEE shall have the right to make the payment then in default and thereby cure said default.

8. Any notice or demand required by this agreement shall be made to the LESSOR and LESSEE at the address set forth herein and to successors or assigns of the LESSEE herein at the address set forth in the instrument of conveyance as recorded in the County Recorder's Office by United States mail, postage prepaid, or in person.

9. LESSEE is authorized to pool or combine the land covered by this lease, or any portion thereof, or formation thereunder, as to oil and/or gas, with any other land, lease or leases when in LESSEE's judgment it is advisable to do so in order to properly develop or operate said premises. Such pooling shall be into a well unit or units not exceeding approximately forty (40) acres for oil and not exceeding approximately six hundred forty (640) acres for gas. LESSEE shall execute and record an instrument or instruments identifying and describing the pooled acreage. Production, drilling or reworking operations anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations under this lease. In lieu of the royalties elsewhere herein specified, LESSOR shall receive from a unit so formed only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit or his royalty therein bears to the total acreage so pooled in the particular unit involved.

10. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to, and be binding on, their heirs, successors, and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of LESSEE; and no change or division in such ownership shall be binding on LESSEE until thirty (30) days after LESSEE shall have been furnished by certified mail at LESSEE's principal place of business with originals or certified copies of recorded documents of title transferring title from LESSOR. In the event of assignment hereof, in whole or in part, liability for breach of any of the provisions hereunder shall rest exclusively upon the owners of this lease or portion thereof who commits such breach.

11. LESSEE shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of LESSOR. LESSEE shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises including the right to draw and remove casing.

12. LESSEE hereby agrees to restore the surface of the land covered by this lease to as near as practical its original condition after each drilling operation and further agrees to pay LESSOR for all damages to growing crops, improvements and livestock caused by or arising out of its operations thereon. When required by LESSOR, LESSEE will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said land without LESSOR's consent.

13. LESSOR hereby warrants and agrees to defend the title to this property including the oil and gas and other minerals which are the subject of this lease and LESSOR agrees that LESSEE, at its option, may pay, discharge or redeem any taxes, mortgages, or other liens existing on or assessed against said property, either in whole or in part, and in the event LESSEE does so, it shall be subrogated to the rights of such lien holder with the right to reimburse itself by applying any royalty toward satisfying the same.

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OIL & GAS DIVISION

04652024

Should LESSEE be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by operation of force majeure, any Federal or State law, or any order, rule, or regulation by governmental authority, then while so prevented, LESSEE's obligation to comply with such covenant shall be suspended, and LESSEE shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as LESSEE is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises, anything in the lease to the contrary notwithstanding.

15. If LESSOR owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to the LESSOR only in the proportion which its interest bears to the whole undivided fee. Should any person, firm, or corporation having an interest in the above-described land not lease to LESSEE, or should any one or more of the parties named above as LESSOR not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

16. At any time LESSEE shall have the right to surrender this lease or any part thereof for cancellation, after which all payments and liabilities hereunder shall cease and determine as to the part or parts so surrendered, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the LESSOR, or if more than one LESSOR, then to any one of them, or to any heir or assign of any one of them, by delivery of a duly executed surrender thereof in person or by mail addressed to the address of such person as set forth herein, or by recording a duly executed surrender thereof in the Recorder's Office of the County in which the land is located.

17. In consideration of the granting of this lease and its terms and covenants, LESSOR does hereby grant, sell, assign, transfer and set over unto the LESSEE, its heirs, successors, representatives and assigns, a right-of-way to lay, maintain, operate, inspect, replace, change the size of, relocate and remove pipe lines for the transportation of oil or gas and other products with drips, valves, measuring and regulating equipment and other necessary appurtenances thereto on, over and through the land of the LESSOR together with the right of ingress and egress to and from said pipe line measuring and regulating equipment and other necessary appurtenances at all times as may be necessary or convenient for the full and complete use by the LESSEE of this right-of-way.

The LESSOR shall use and enjoy the said lands subject to the conditions and provisions of this right-of-way grant expressed and implied and provided always that such use and enjoyment shall not interfere with or be inconsistent in any way with the rights, privileges and uses herein granted to the LESSEE.

18. This lease embodies the entire contract and agreement between LESSOR and LESSEE, and no warranties, representations, promises, or inducements not herein expressed have been made or relied upon by either party.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this instrument as of the day and year first above-written.

WITNESS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Clinton J. Jameson*  
\_\_\_\_\_  
Clinton J. Jameson (SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

WEST VIRGINIA ACKNOWLEDGEMENT

STATE OF WEST VIRGINIA }  
COUNTY OF Putnam } To-wit:  
Elnita R. Finley, a Notary Public of said County, do hereby certify that  
Clinton J. Jameson

whose name is signed to the within writing bearing date the 14th day of September, 19 82

has S this day acknowledged the same before me in my said County.

Given under my hand this 16th day of September, 19 82  
Elnita R. Finley  
Notary Public

My Commission Expires November 9, 1983  
My Commission expires \_\_\_\_\_

OHIO ACKNOWLEDGEMENT

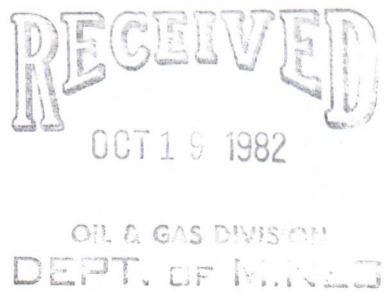
STATE OF OHIO }  
COUNTY OF \_\_\_\_\_ } SS.

Before me, a Notary Public in and for said county, personally appeared the above named \_\_\_\_\_

\_\_\_\_\_ who acknowledged that \_\_\_\_\_ he \_\_\_\_\_ did sign the foregoing instrument, and that the same is \_\_\_\_\_ free act and deed. In testimony whereof I have hereunto subscribed my name at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public



RECORDING DATA:

Term \_\_\_\_\_  
County \_\_\_\_\_ State \_\_\_\_\_  
Location \_\_\_\_\_  
Acres \_\_\_\_\_  
Date \_\_\_\_\_, 19 \_\_\_\_\_  
TO \_\_\_\_\_

Oil and Gas Lease

04/05/2024

# OIL AND GAS LEASE

THIS AGREEMENT, made this 14th day of September, 1982

by and between: Agnes Rogers  
Box 7  
Ellenboro, WVA 26346

and RIMROCK PRODUCTION CORPORATION  
4424 "B" Emerson Avenue, Parkersburg, WVA 26104

hereinafter known as the "LESSOR", whether one or more.

hereinafter known as the "LESSEE", whether one or more.

## WITNESSETH:

1. That the LESSOR, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby GRANT and LEASE unto the LESSEE all of the oil and gas and all of the constituents of either, in and under the following described land, together with the exclusive right to operate, drill for, produce, and market oil and gas and their constituents, and also the right to enter thereon for the purpose of drilling and operating for oil and gas, laying pipelines, erecting tanks, machinery, and the right to do all other things necessary and proper for the drilling, production, and marketing of oil and gas and their constituents from the property which is more particularly described below:

Situated in Section \_\_\_\_\_, Grant Township/District, County of Ritchie, State of WVA, and more particularly described at Volume 176, Page 187, of the Deed Records of Ritchie County, WVA, which description is hereby referred to and incorporated herein by reference; which property is bounded

NORTH by lands of Richard S. Devereux & S. Bird

EAST by lands of Westvaco

SOUTH by lands of Westvaco & F. Carmichael

WEST by lands of Carmichael Heirs & Richard S. Devereux

Containing 33.33 acres, more or less.

2. It is agreed that this lease shall remain in force for a primary term of Six (6) Months from this date and as long thereafter as operations for oil or gas, or either of them, are being conducted on the premises, or oil or gas, or either of them, is being produced in paying quantities. It is expressly agreed that if LESSEE shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom then as long as production continues in paying quantities.

If, after expiration of the term of this lease, production from the leased premises in paying quantities shall cease from any cause, this lease shall not terminate provided LESSEE resumes operations for the production of oil or gas within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, as long thereafter as oil or gas or either of them is produced in paying quantities.

3. LESSEE shall commence operations for a well on the leased premises or on acreage pooled therewith as provided herein, on or before March 14, 1983, unless LESSEE pays or tenders the sum of \$ \_\_\_\_\_ for each \_\_\_\_\_ months that operations are delayed. Such payment shall be a rental for the privilege of deferring commencement of drilling operations for the above period of time, in like manner, and upon like payments or tenders, the commencement of drilling operations shall be further deferred for successive periods during the primary term of this lease.

4. If a well capable of producing oil or gas or the constituents of either in paying quantities located on the leased premises (or acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in, suspended or otherwise not produced by the LESSEE due to lack of a market, and no oil or gas or their constituents is sold or utilized off the premises, nevertheless such shut in well shall be deemed to be a well on the leased premises producing in paying quantities and this lease shall remain in force during all of the time while such well is so shut in, whether before or after the expiration of the primary term. LESSEE shall use reasonable diligence to market any production from such well or wells but shall be under no obligation to market such products under terms, conditions or circumstances which in LESSEE's good faith judgment are unsatisfactory.

LESSEE shall be obligated to pay or tender to LESSOR within sixty (60) days after any such well is shut in and each anniversary thereafter, as royalty, an amount equal to \$ 2.00 per acre per year it being the intention of the parties that this lease shall remain in full force and effect for sixty (60) days after shutting in any well without payment.

5. LESSEE agrees to pay to the credit of the LESSOR one-eighth (1/8) of all the oil produced and saved from the leased premises, delivered free of cost to the purchasing agency, and one-eighth (1/8) of the proceeds of all the gas marketed and sold from said premises, payable monthly.

6. LESSOR reserves to himself, free of cost, 200,000 cubic feet of gas per annum for domestic use in one single family dwelling located on this property. Such free gas shall be taken through LESSOR's own appliances and LESSOR shall be responsible for using economical appliances. LESSOR further covenants and agrees that his taking and use of such gas shall be wholly at his own risk and LESSOR agrees to indemnify and hold harmless LESSEE for any accident or damage caused thereby to either the parties to this agreement or any third party, and LESSEE shall not be liable for any shortage or failure in the supply of gas for said domestic use.

7. All payments made to LESSOR under the terms of this lease shall be made to the LESSOR, or any one of them, in cash or check in person or by United States mail to the address set forth herein or to the credit of LESSOR, or any one of them, in Lessor, at above

~~bank~~ address \_\_\_\_\_, which bank and its successors are hereby designated as LESSOR's agent for the purpose of receiving said payment. If said bank should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payments on behalf of LESSOR, LESSEE shall not be held in default for failure to make said payment so long as LESSEE has made a bona fide attempt to make said payment and in no event shall any default be declared against LESSEE until thirty (30) days after LESSEE receives written notice of said default during which time LESSEE shall have the right to make the payment then in default and thereby cure said default.

8. Any notice or demand required by this agreement shall be made to the LESSOR and LESSEE at the address set forth herein and to successors or assigns of the LESSEE herein at the address set forth in the instrument of conveyance as recorded in the County Recorder's Office by United States mail, postage prepaid, or in person.

9. LESSEE is authorized to pool or combine the land covered by this lease, or any portion thereof, or formation thereunder, as to oil and/or gas, with any other land, lease or leases when in LESSEE's judgment it is advisable to do so in order to properly develop or operate said premises. Such pooling shall be into a well unit or units not exceeding approximately forty (40) acres for oil and not exceeding approximately six hundred forty (640) acres for gas. LESSEE shall execute and record an instrument or instruments identifying and describing the pooled acreage. Production, drilling or reworking operations anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations under this lease. In lieu of the royalties elsewhere herein specified, LESSOR shall receive from a unit so formed only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit or his royalty therein bears to the total acreage so pooled in the particular unit involved.

10. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to, and be binding on, their heirs, successors, and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of LESSEE; and no change or division in such ownership shall be binding on LESSEE until thirty (30) days after LESSEE shall have been furnished by certified mail at LESSEE's principal place of business with originals or certified copies of recorded documents of title transferring title from LESSOR. In the event of assignment hereof, in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owners of this lease or portion thereof who commits such breach.

11. LESSEE shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of LESSOR. LESSEE shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises including the right to draw and remove casing.

12. LESSEE hereby agrees to restore the surface of the land covered by this lease to as near as practical its original condition after each drilling operation and further agrees to pay LESSOR for all damages to growing crops, improvements and livestock caused by or arising out of its operations thereon. When required by LESSOR, LESSEE will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said land without LESSOR's consent.

13. LESSOR hereby warrants and agrees to defend the title to this property including the oil and gas and other minerals which are the subject of this lease and LESSOR agrees that LESSEE, at its option, may pay, discharge or redeem any taxes, mortgages, or other liens existing on or assessed against said property, either in whole or in part, and in the event LESSEE does so, it shall be subrogated to the rights of such lien holder with the right to reimburse itself by applying any royalty toward satisfying the same.

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OIL & GAS DIVISION  
DEPT. OF MINES

02/05/2024

...shall LESSEE be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking thereon or from producing oil or gas therefrom by operation of force majeure, any Federal or State law, or any order, rule, or regulation governmental authority, then while so prevented, LESSEE's obligation to comply with such covenant shall be suspended, and LESSEE shall be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as LESSEE is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises, anything in the lease to the contrary notwithstanding.

15. If LESSOR owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to the LESSOR only in the proportion which its interest bears to the whole undivided fee. Should any person, firm, or corporation having an interest in the above-described land not lease to LESSEE, or should any one or more of the parties named above as LESSOR not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

16. At any time LESSEE shall have the right to surrender this lease or any part thereof for cancellation, after which all payments and liabilities hereunder shall cease and determine as to the part or parts so surrendered, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the LESSOR, or if more than one LESSOR, then to any one of them, or to any heir or assign of any one of them, by delivery of a duly executed surrender thereof in person or by mail addressed to the address of such person as set forth herein, or by recording a duly executed surrender thereof in the Recorder's Office of the County in which the land is located.

17. In consideration of the granting of this lease and its terms and covenants, LESSOR does hereby grant, sell, assign, transfer and set over unto the LESSEE, its heirs, successors, representatives and assigns, a right-of-way to lay, maintain, operate, inspect, replace, change the size of, relocate and remove pipe lines for the transportation of oil or gas and other products with drips, valves, measuring and regulating equipment and other necessary appurtenances thereto on, over and through the land of the LESSOR together with the right of ingress and egress to and from said pipe line measuring and regulating equipment and other necessary appurtenances at all times as may be necessary or convenient for the full and complete use by the LESSEE of this right-of-way.

The LESSOR shall use and enjoy the said lands subject to the conditions and provisions of this right-of-way grant expressed and implied and provided always that such use and enjoyment shall not interfere with or be inconsistent in any way with the rights, privileges and uses herein granted to the LESSEE.

18. This lease embodies the entire contract and agreement between LESSOR and LESSEE, and no warranties, representations, promises, or inducements not herein expressed have been made or relied upon by either party.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this instrument as of the day and year first above-written.

WITNESS: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

*Agnes Rogers*  
Agnes Rogers

WEST VIRGINIA ACKNOWLEDGEMENT

STATE OF WEST VIRGINIA }  
COUNTY OF Ritchie } To-wit:  
I, Robert A. Underwood, a Notary Public of said County, do hereby certify that \_\_\_\_\_  
Agnes Rogers  
whose name is signed to the within writing bearing date the 14th day of September, 19 82  
has s this day acknowledged the same before me in my said County.  
Given under my hand this 14th day of September, 19 82  
Robert A. Underwood  
Notary Public  
My Commission expires Sept-19-1985

OHIO ACKNOWLEDGEMENT

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

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OCT 19 1982  
OIL & GAS DIVISION  
DEPT. OF MINES

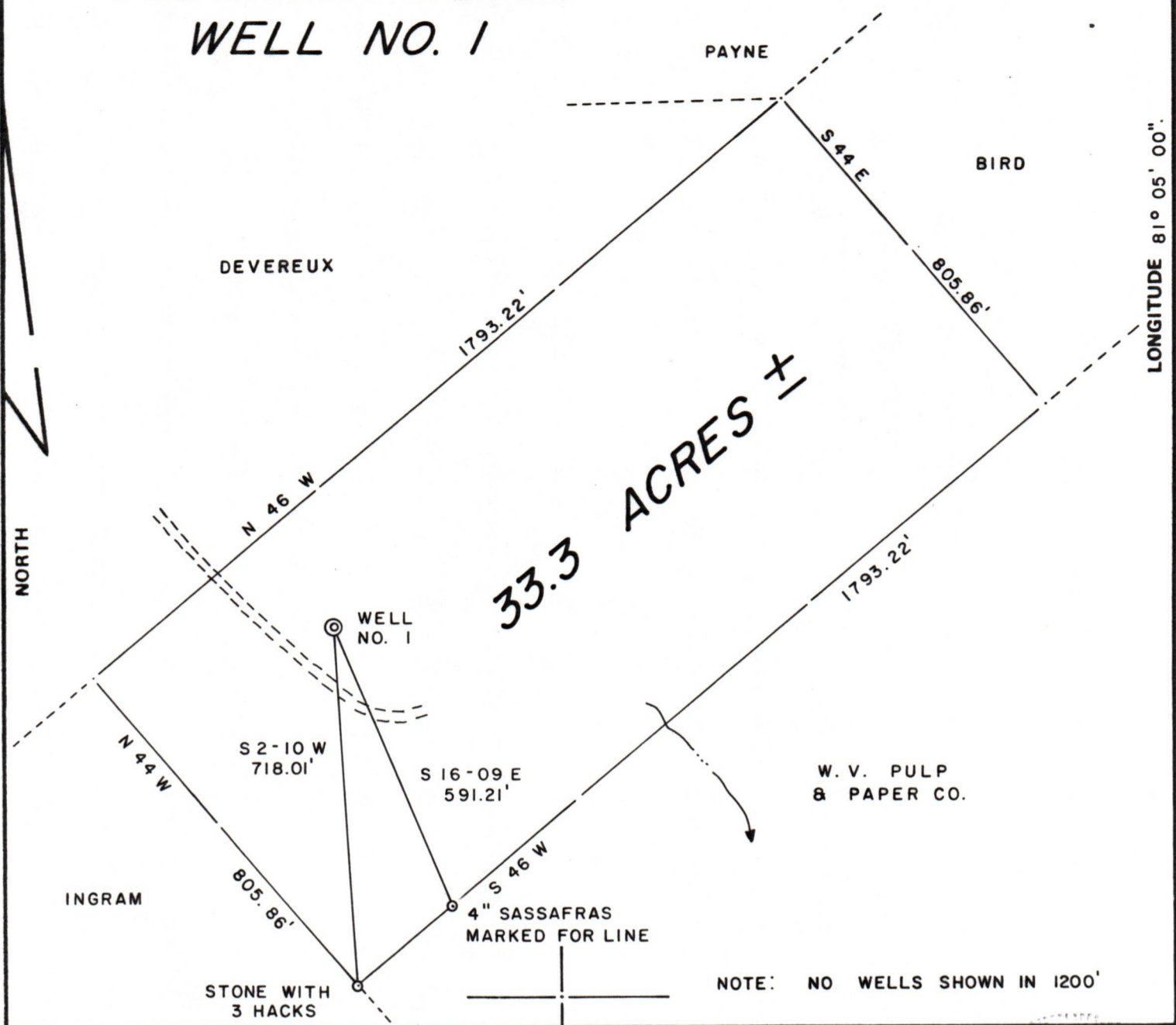
RECORDING DATA:  
Term \_\_\_\_\_  
County \_\_\_\_\_ State \_\_\_\_\_  
Location \_\_\_\_\_  
Acres \_\_\_\_\_  
Date \_\_\_\_\_, 19 \_\_\_\_\_  
TO  
Oil and Gas Lease

04/05/2024

8200'

LATITUDE 39° 20' 00"

# DEVEREUX LEASE WELL NO. 1

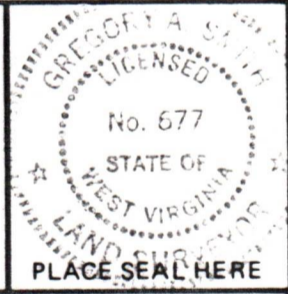


LONGITUDE 81° 05' 00"

14,390'

FILE NO. 9-45  
 DRAWING NO. \_\_\_\_\_  
 SCALE 1" = 300'  
 MINIMUM DEGREE OF ACCURACY 1 / 200  
 PROVEN SOURCE OF ELEVATION BIRD WELL NO. 1  
 ELEV. 949'

I THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND SHOWS ALL THE INFORMATION REQUIRED BY LAW AND THE REGULATIONS ISSUED AND PRESCRIBED BY THE DEPARTMENT OF MINES.  
 (SIGNED) Gregory A. Smith  
 R.P.E. \_\_\_\_\_ L.L.S. 677



(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS  
 FORM IV-6 (8-78)



DATE OCT. 15, 19 82  
 OPERATOR'S WELL NO. 1  
 API WELL NO. \_\_\_\_\_  
47 - 085 - 5956  
 STATE COUNTY PERMIT

STATE OF WEST VIRGINIA  
 DEPARTMENT OF MINES  
 OIL AND GAS DIVISION

WELL TYPE: OIL \_\_\_ GAS X LIQUID INJECTION \_\_\_ WASTE DISPOSAL \_\_\_  
 (IF "GAS,") PRODUCTION X STORAGE \_\_\_ DEEP \_\_\_ SHALLOW X  
 LOCATION: ELEVATION 1159' WATER SHED WOLF PEN RUN  
 DISTRICT GRANT COUNTY RITCHIE  
 QUADRANGLE ELENBORO 7.5'  
 SURFACE OWNER RICHARD S. DEVEREUX ACREAGE 33.3  
 OIL & GAS ROYALTY OWNER RICHARD S. DEVEREUX LEASE ACREAGE 33.3  
 LEASE NO. \_\_\_\_\_  
 PROPOSED WORK: DRILL X CONVERT \_\_\_ DRILL DEEPER \_\_\_ REDRILL \_\_\_ FRACTURE OR STIMULATE \_\_\_ PLUG OFF OLD FORMATION \_\_\_ PERFORATE NEW FORMATION \_\_\_ OTHER PHYSICAL CHANGE IN WELL (SPECIFY) \_\_\_\_\_  
 PLUG AND ABANDON \_\_\_ CLEAN OUT AND REPLUG \_\_\_  
 TARGET FORMATION MARCELLUS ESTIMATED DEPTH 5350'  
 WELL OPERATOR RIMROCK PROD. CORP. DESIGNATED AGENT ROBERT L. MURDOCK  
 ADDRESS 4424 B EMERSON AVE. ADDRESS 4424 B EMERSON AVE.  
PARKERSBURG, WV 26101 PARKERSBURG, WV 26101

04/05/2024



BEVERLY LEASE  
WELL NO. 1



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