



1) Date: November 17, 1982
 2) Operator's Well No. #1
 3) API Well No. 47 085 6023
 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: 1080' Watershed: Run into Lost Run
 District: Grant County: Ritchie Quadrangle: Harrisville
- 6) WELL OPERATOR PETROLEUM DEVELOPMENT CORPORATION, 1) DESIGNATED AGENT JOHN R. MITCHELL
 Address PO Box 26, 103 East Main Street Bridgeport, WV 26330
 Address PO Box 26, 103 East Main Street Bridgeport, WV 26330
- 7) OIL & GAS ROYALTY OWNER J. Frank Deem et al
 Address 5518 Second Avenue Vienna, WV 26105
 Acreage 841 1/2
- 8) SURFACE OWNER Costal Lumber Company
 Address PO Box 979 Buckhannon, WV 26201
 Acreage 843
- 9) FIELD SALE (IF MADE) TO:
 Address _____
- 10) OIL & GAS INSPECTOR TO BE NOTIFIED
 Name Samuel N. Hersman
 Address PO Box 66 Smithville, WV 26178
- 12) COAL OPERATOR
 Address _____
- 13) COAL OWNER(S) WITH DECLARATION ON RECORD:
 Name none
 Address _____
- 14) COAL LESSEE WITH DECLARATION ON RECORD:
 Name _____
 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, Marcellus Shale
- 17) Estimated depth of completed well, 5900 feet
- 18) Approximate water strata depths: Fresh, 410 feet; salt, 1810 feet.
- 19) Approximate coal seam depths: none Is coal being mined in the area? Yes _____ / No
- 20) CASING AND TUBING PROGRAM

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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	11 3/4	H-40	42#	x		30'	30'	cement to surface	
Fresh water									
Coal									Sizes
Intermediate	7 7/8	H-40	23#	x		1130'	1130'	cement to surface	
Production	4 1/2	J-55	10.5#	x		5900'	5900'		400 sks
Tubing									
Liners									Perforations: Top Bottom

- 21) EXTRACTION RIGHTS
 Check and provide one of the following:
 Included is the lease or leases or other continuing contract or contracts by which I hold the right to extract oil or gas.
 The requirement of Code 22-4-1-(c) (1) through (4). (See reverse side for specifics.)
- 22) ROYALTY PROVISIONS
 Is the right to extract, produce or market the oil or gas based upon a lease or other continuing contract or contracts providing for flat well royalty or any similar provision for compensation to the owner of the oil or gas in place which is not inherently related to the volume of oil or gas so extracted, produced or marketed? Yes No
- If the answer above is No, nothing additional is needed. If the answer is Yes, you may use Affidavit Form IV-60.

23) Required Copies (See reverse side.)

24) Copies of this Permit Application and the enclosed plat and reclamation plan have been mailed by registered mail or delivered by hand to the above named coal operator, coal owner(s), and coal lessee on or before the day of the mailing or delivery of this Permit Application to the Department of Mines at Charleston, West Virginia.

Notary: Eselle Morgan
 My Commission Expires 9-4-90

Signed: John R. Mitchell
 Its: Area Manager of Operations

OFFICE USE ONLY
 DRILLING PERMIT

Permit number 47--085--6023 Date November 22, 1982 19
 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. (Refer to No. 10) Prior to the construction of roads, locations and pits for any permitted work.** In addition, the well operator or his contractor shall notify the proper district oil and gas inspector 24 hours before actual permitted work has commenced.)

Permit expires July 22, 1983 unless drilling is commenced prior to that date and prosecuted with due diligence.

Bond: <u>Blanket</u>	Agent: _____	Plat: <u>M.A.M. 2</u>	Casing: _____	Fee: <u>824865</u>
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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 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

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.

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Date: _____, 19____

By: _____

Its _____

ATTACH OR PHOTOCOPIED SECTION OF INVOLVED TOPOGRAPHIC MAP. QUADRANGLE HARRISVILLE 7.5

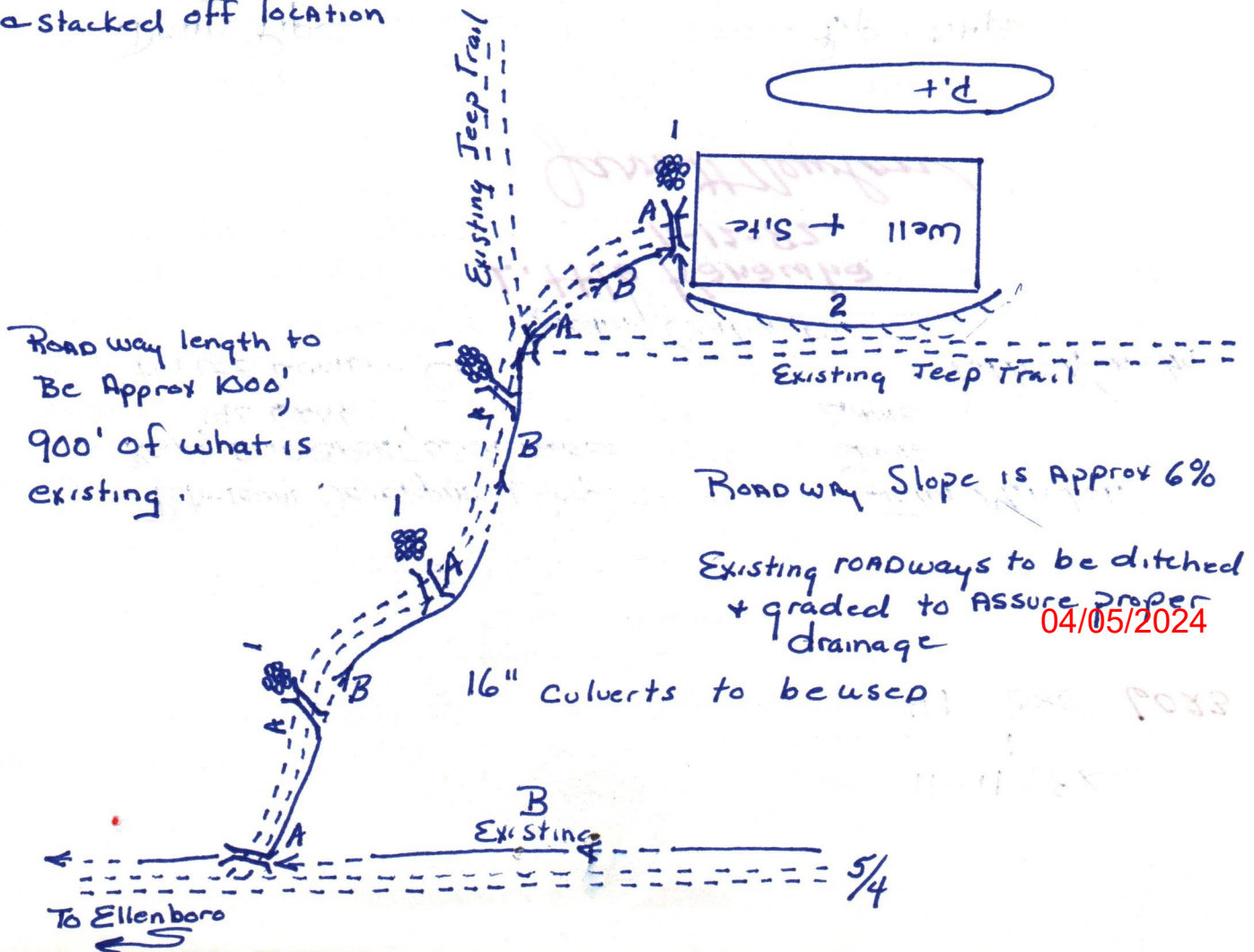
LEGEND	
Well Site	⊕
Access Road	—



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

LEGEND	
Property boundary	—▲—▲—▲—▲—
Road	== == == == ==
Existing fence	—x—x—x—x—
Planned fence	—/—/—/—/—
Stream	~ ~ ~ ~ ~
Open ditch	—>—>—>—>—>—>—>—>—>—>—>—>—>—>—
Diversion	//////
Spring	⊙→
Wet spot	⊙
Building	■
Drain pipe	—○—○—○—○—○—○—
Waterway	⇐ == == == == == ⇒

All timber to be cut & stacked off location



04/05/2024

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DATE 11-11-82
WELL NO. 1
API NO. H7-085-6023
State of West Virginia
Department of Mines
Oil and Gas Division
CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME: Petroleum Development Corp. DESIGNATED AGENT: John Mitchell

Address: P.O. Box 26330, Bridgeport, W.Va. 26330
Telephone: 842-6256
LANDOWNER: Trace Lumber Co.

SOIL CONS. DISTRICT: Little Kanawha
Revegetation to be carried out by: Seeding Contractor
(Agent)

This plan has been reviewed by Little Kanawha SCD. All corrections and additions become a part of this plan:
Date: 11-12-82
(SCD Agent) Garnett Newton

LOCATION:

(1) Structure: Drain Pipe (min. 12" I.D.)
Spacing: 2:7
Page Ref. Manual: 2:7
Structure: Drainage Ditch
Spacing: N/A
Page Ref. Manual: 2:12

(2) Structure: Rip-Rap
Material: Stone
Page Ref. Manual: 2:9
Structure: Diversion Ditch
Material: Earthen
Page Ref. Manual: 2:12

(3) Structure: Structure
Material: Material
Page Ref. Manual: 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
Lime 3 Tons/acre or correct to pH 6.5
Fertilizer 600 lbs/acre (10-20-20 or equivalent)
Mulch Hay-2 Tons/acre
Seed* Orchard Grass-12 lbs/acre
Ladino Clover-3 lbs/acre

Treatment Area II
Lime 3 Tons/acre or correct to pH 6.5
Fertilizer 600 lbs/acre (10-20-20 or equivalent)
Mulch Hay-2 Tons/acre
Seed* Orchard Grass-12 lbs/acre
Ladino Clover-3 lbs/acre

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

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

PLAN PREPARED BY: John R. O'Quinn

ADDRESS: P.O. Box 26330

PHONE NO. (304) 842-6256
Bridgeport, W.Va. 26330

(SEAL) Glenn L. Haught & Sons
Warren R. Haught, M.P.
Glenn L. Haught & Sons

(SEAL) Petroleum Development Corp
Petroleum Development Corp
PETROLEUM DEVELOPMENT CORPORATION

STATE OF WEST VIRGINIA

COUNTY OF RITCHIE

BEFORE ME, the undersigned authority in and for the State & County aforesaid,
on this day personally appeared Warren R. Haught

Known to me to be the person whose name is subscribed to the foregoing instrument,
and acknowledged to me that he executed the same for the purpose and consideration
therein expressed.

Given under my hand and seal of office this 10th day of June 1982

Euel E. Morgan Jr
Notary Public

My Commission Expires September 4 1990

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STATE OF WEST VIRGINIA

COUNTY OF HARRISON

OIL & GAS DIVISION
DEPT. OF MINES

BEFORE ME, the undersigned authority in and for the state and county aforesaid,
on this day personally appeared James N. Ryan

known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he executed the same for the purpose and consideration therein
expressed.

Given under my hand and seal of office this 30th day of June 19 82

Robert Gallman
Notary Public

My Commission Expires on October 1 19 86

04/05/2024

THIS ASSIGNMENT, Made this 7 th. day of June 1982, by and between Glenn L. Haught & Sons , having a place of buisness at Parkersburg, West Virginia as parties of the first part (hereinafter referred to as "ASSIGNOR'S", and PETROLEUM DEVEOPMENT CORPORATION, having a place of buisness at 103 East Main Street, P.O. Box 26, Bridgeport, West Virginia 26330, as party of the second part (hereinafter referred to as "Assignee").

WITNESSETH: That for and in consideration of the sum of Ten (\$10.00) Dollars cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, the Assignor's do hereby grant, convey and assign unto the Assignee, subject to the conditions and reservations herein contained, without Warranty, except as hereinafter provided all of its right, title and interest in and to the following referenced oil and gas leases, together with the leasehold estates created and existing, which said leases are situate in Rithcie County, West Virginia, as listed on EXHIBIT "A".

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

		<u>N₂</u>	<u>CO₂</u>	<u>ACID</u>
<u>1st Stage</u>	59 perfs (4063 - 5123)	352,000 scf	40 bbls	11 bbls
<u>2nd Stage</u>	37 perfs (3210 - 4030)	332,000 scf	63 bbls	10.5 bbls
<u>3rd Stage</u>	29 perfs (2610 - 3071)	316,000 scf	95 bbls	14 bbls

WELL LOG

FORMATION	COLOR	HARD OR SOFT	TOP FEET	BOTTOM FEET	REMARKS
					Including indication of all fresh and salt water, coal, oil and gas
K.B. - G.L.			0	10	
Sand, shale, red rock			10	203	
Coal			203	209	
Sand, shale, red rock			209	1893	
Big Lime			1893	1985	
Big Injun			1985	2099	
Squaw			2099	2144	
Sand, shale			2144	2226	
Weir			2226	2304	
Sand, shale			2304	2464	
Sunbury Shale			2464	2492	
Berea			2492	2534	
Sand, shale			2534	2602	
Gantz			2602	2662	
Sand, shale			2662	2856	
Gordon			2856	2918	
Sand, shale			2918	3528	Gas check @ 2985' - no show.
Huron			3528	4650	Gas check @ 3515' - no show.
Java			4650	5047	Gas check @ 4857' - no show.
Angola			5047	5198	Gas check T.D. - no show.
				5198 T.D.	

(Attach separate sheets as necessary)

Petroleum Development Corporation
Well Operator
By: M. Edwards 04/05/2024
Date: July 11, 1983

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."

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. 85-6023

Oil or Gas Well _____
(KIND)

Company <u>Petroleum Development Corp.</u>	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Address _____	Size			
Farm <u>Costal Lumber Co.</u>	16			Kind of Packer _____
Well No. <u>1</u>	13			Size of _____
District <u>Grant</u> County <u>Putnam</u>	10			
Drilling commenced <u>12-9-82</u>	8 1/4			Depth set _____
Drilling completed _____ Total depth _____	6 3/8			
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 <u>57'</u> feet _____ feet	COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES			
Salt water _____ feet _____ feet	_____ FEET _____ INCHES _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			

Drillers' Names Kirby Eskew - Mason Freeman Robert Heater - Eddie Hamner

Remarks: Union Drilling Rig # 6 Tool Pusher Bill Heater

Visit - 136' foot deep at time of visit

12-9-82
DATE

Samuel H. Horoman
DISTRICT WELL INSPECTOR

04/05/2024

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. 85-6023

Oil or Gas Well _____
(KIND)

Company <u>Petroleum Development Corp.</u>	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Address _____	Size			
Farm <u>Costal Lumber Co.</u>	16			Kind of Packer _____
Well No. <u>1</u>	13			
District <u>Grant</u> County <u>Pitkin</u>	10			Size of _____
Drilling commenced <u>12-9-82</u>	8 1/4			
Drilling completed _____ Total depth _____	6 3/4			Depth set _____
Date shot _____ Depth of shot _____	5 3/16			
Initial open flow _____ /10ths Water in _____ Inch	3			Perf. top _____
Open flow after tubing _____ /10ths Merc. in _____ Inch	2			Perf. bottom _____
Volume _____ Cu. Ft.	Liners Used			Perf. top _____
Rock pressure _____ lbs. _____ hrs.				Perf. bottom _____
Oil _____ bbls., 1st 24 hrs.	CASING CEMENTED _____ SIZE _____ No. FT. _____ Date _____			
Fresh water _____ feet _____ feet	NAME OF SERVICE COMPANY _____			
Salt water _____ feet _____ feet	COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			

Drillers' Names _____

Remarks: on 12-11-82 Ran 1213' foot of 7 5/8" casing
31 joints total - Halliburton ran 405 sacks
cement
3954' foot deep at time of visit

12-13-82
DATE

Samuel M. Hersman
DISTRICT WELL INSPECTOR

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. 04/05/2024

SIGNED: [Signature]
DATE: 10-11-83

Form 26
2/16/82

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES
OIL AND GAS WELLS DIVISION
INSPECTOR'S PLUGGING REPORT

04/05/2024



State of West Virginia

Department of Mines

Charleston 25305

WALTER N. MILLER
Director

JOHN D. ROCKEFELLER, IV.
Governor

November 16, 1983

Petroleum Development Corp.
P. O. Box 26
Bridgeport, W. Va. 26330

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-4664	Albert F. Keher, #1	Union
RIT-5058	Noble J. Rogers, #1	Grant
RIT-5143	Albert Kehrer, #2	Union
RIT-5144	J. B. Taft, #1	Union
RIT-5237	Ralph Kuhn, #1	Grant
RIT-5238	Glen Kerns, #1	Grant
RIT-5269	Matilda West, #1	Grant
RIT-5879	Clyde Ross/Griffin Producing Co., #233133-3	Grant
RIT-6023	Costal Lumber Co./J. Frank Deem, et al, #1	Grant
RIT-6365	Mary Sewell & G. Kibee/Westvaco, #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

MS/r1

04/05/2024

Row E. TML 3075
OIL AND GAS LEASE

COPY

THIS AGREEMENT, Made and entered into this 30th day of January, 1981, by and between JAMES E. DEEM, AVALENE DEEM and J. FRANK DEEM, parties of the first part, hereinafter called Lessor, and GLENN L. HAUGHT & SONS DRILLING COMPANY, party of the second part, hereinafter called Lessee;

1. WITNESSETH: That the Lessor, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and all of the constituents of either in and under the land hereinafter described to a depth of six thousand five hundred (6,500) feet, together with the exclusive right to drill for, produce and market oil and gas and their constituents and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water, laying pipe lines, erecting tanks, machinery, powers and structures, and to possess, use, and occupy so much of said premises as is necessary and convenient for said purposes and to convey the above named products therefrom or thereto by pipe lines or otherwise; said land being situate in Grant District, Ritchie County, and State of West Virginia, on the Waters of the North Fork of the Hughes River, and described as follows, to-wit:

BOUNDED on the Northwest by lands of The Baltimore and Ohio Railroad Company; on the Northeast by lands of T. Horner, D. Vincent and F. Leonard; on the Southeast by lands of Geo and Tho Marks (Geo Cokely); on the Southwest by lands of North Bend State Park, containing Eight Hundred Eighty (880) acres, more or less.

2. It is agreed that this lease shall remain in force for a primary term of three (3) years from this date and as long

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DEPT. OF MINES

thereafter as operations for oil or gas are being conducted on the premises, or oil or gas is found in paying quantities thereon.

3. The Lessee shall pay to the Lessor a royalty equal to one-eighth (1/8) of the value of all the oil and one-eighth (1/8) of the value of all the gas produced and sold from the premises, payable monthly.

4. The Lessee shall commence operations for a well on the premises on or before April 22, 1981, unless Lessee pays thereafter a rental of Five (\$5.00) Dollars per acre, annually, in advance. Each producing well will earn a square eighty-eight (88) acre tract contiguous, if possible, to any other tracts earned by producing wells. Each producing well will relieve Lessee from the payment of the Five (\$5.00) Dollars per acre per year delay rental upon the eighty-eight (88) acres earned by that well. Ten (10) Producing wells will be required to earn the entire Eight Hundred Eighty (880) acres. In no event shall the combined payment of royalties and delay rentals be less than Four Thousand Four Hundred (\$4,400.00) per annum for any year in which this lease remains in force. (It is further understood and agreed that this lease is written in contemplation of and in conjunction with the lease made between the parties hereto, dated April 22, 1978, which leases the same tract as is leased herein only to a depth of 3,000 feet.) Should the Lessee surrender any of the 88-acre tracts or squares for cancellation under that lease the rental obligation for that tract or square under this lease shall increase to Nine (\$9.00) Dollars per acre unless that tract or square is held by a producing well under the term of this lease.

5. All moneys coming due hereunder shall be paid or tendered to J. Frank Deem direct, or by check payable to his order mailed to 5518 Second Avenue, Vienna, West Virginia 26105.

04/05/2024

Should Lessee default on his obligation to make any of the monthly payments provided herein, if any be due, and such default continue for more than thirty (30) days, then Lessor, at his option, may declare this lease null and void and of no further force and effect and all Lessee's rights in the premises shall be terminated and all Lessee's equipment on the premises shall be forfeited to the Lessor, or, Lessor, at his option, may assess interest on such payment, at an interest rate to be calculated by taking the prime rate of interest charged by the Mellon Bank, Pittsburgh, Pennsylvania, on the date of such default and adding an additional five (5) per cent to that rate, with the resulting figure to be the interest rate per annum on said defaulted payment. The specific inclusion of these options in this lease does not preclude Lessor from utilizing any other remedies which are provided by law for such default. If such default shall continue for a period of more than sixty (60) days, this lease shall automatically be null and void, without action by the Lessor, and Lessee's rights shall be terminated and equipment forfeited without further notice or action by Lessor.

6. Lessor reserves 200,000 cubic feet of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby,

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nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

7. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.

8. No well may be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of Lessor. Lessee shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. Lessee shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises, including the right to draw and remove casing. Lessee shall pay for damages caused by its operations to growing crops on said lands, and, when requested by Lessor, shall bury its pipe lines below plow depth.

9. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed. In event this lease shall be assigned as to any part or parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said Lessee or any assignee thereof shall make due payment of said rental. No change of ownership in the land or in the rental.

04/05/2024

or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with a written transfer or assignment or a certified copy thereof.

10. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancellation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the Lessor, or if more than one Lessor, then to any one of them, or to the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by mail addressed to the post office address of such person, or by recording a duly executed surrender thereof in the Office of the Clerk of the County Commission of the county in which the land is located.

11. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom, then as long as production continues in an amount which yields a royalty equal to the rental required to keep the lease enforced. If after the expiration of the term of this lease production from the lease premises shall cease from any cause, this lease shall not terminate provided Lessee resumes operations within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production result therefrom, then as long as oil or gas is produced in paying quantities.

12. It is expressly understood by the Lessor and Lessee that all oil and gas equipment now on the leased premises and known to be the property of the Lessor under the terms of the original lease remains the property of the Lessor.

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13. This lease embodies the entire contract and agreement between Lessor and Lessee, and no warranties, representations, promises or inducements not herein expressed have been made or relied upon by either party. The terms, conditions and stipulations relied upon by either party. The terms, conditions and stipulations hereof shall extend to the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the following signatures.

James E. Deem
James E. Deem

Avalene Deem
Avalene Deem

J. Frank Deem
J. Frank Deem

STATE OF WEST VIRGINIA,
COUNTY OF MITCHELL, TO-WIT:

The foregoing instrument was acknowledged before me this 17th day of FEBRUARY, 1981, by James F. Deem and Avalene Deem.
My commission expires: Aug 20, 1984

James Deem
Notary Public

STATE OF WEST VIRGINIA,
COUNTY OF Kanawha, TO-WIT:

The foregoing instrument was acknowledged before me this 30th day of January, 1981, by J. Frank Deem.
My commission expires: February 21, 1982

Cecilia M. Schultz
Notary Public

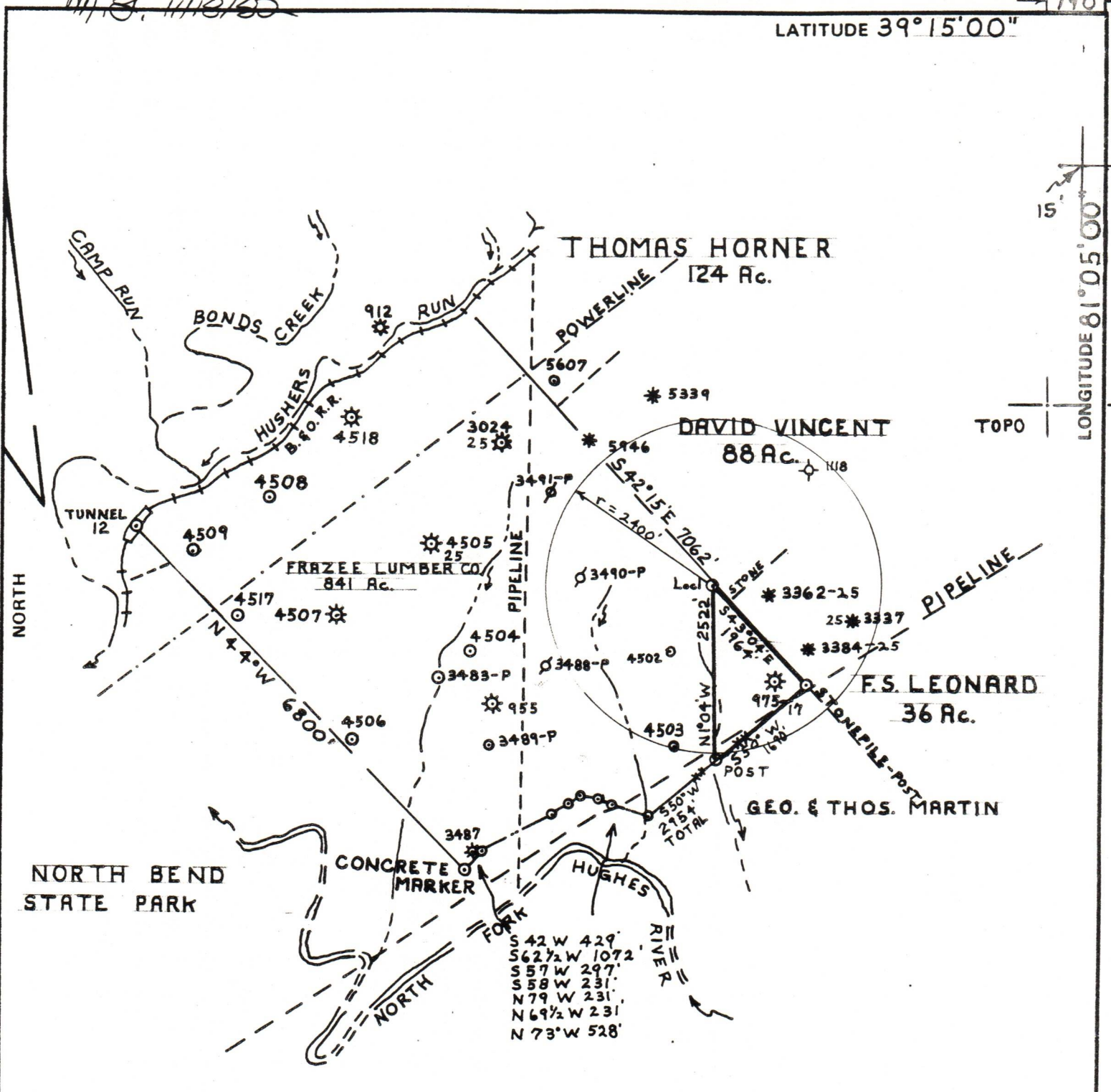
This instrument prepared by
William G. Powell, Attorney at Law 04/05/2024
1327 Market Street, Post Office Box 1623
Parkersburg, West Virginia 26101

M.S. 11/18/80

LATITUDE 39°15'00"

790'

LONGITUDE 81°05'00"



NORTH BEND STATE PARK

NOTE: WELLS SHOWN ARE FROM PLATS

FILE NO. P.D.C. # 4-P.9.56
 DRAWING NO. I
 SCALE 1" = 2000'
 MINIMUM DEGREE OF ACCURACY 1 IN 200
 PROVEN SOURCE OF ELEVATION INT. OF JEEP TRAILS = 1140'

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) Paul H. Dean, Sr.
 R.P.E. 1856 L.L.S. _____

PLACE SEAL HERE

STATE OF WEST VIRGINIA
 DEPARTMENT OF MINES
 OIL AND GAS DIVISION



DATE NOV. 17, 19 82
 OPERATOR'S WELL NO. I
 API WELL NO. 47-085-6023
 STATE COUNTY PERMIT

(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS
 WELL TYPE: OIL GAS LIQUID INJECTION WASTE DISPOSAL
 (IF "GAS,") PRODUCTION STORAGE DEEP SHALLOW
 LOCATION: ELEVATION 1080' WATER SHED RUN INTO LOST RUN
 DISTRICT GRANT COUNTY RITCHIE
 QUADRANGLE HARRISVILLE 7 1/2'

SURFACE OWNER COSTAL LUMBER CO. ACREAGE 843
 OIL & GAS ROYALTY OWNER J. FRANK DEEM ET AL. LEASE ACREAGE 841 1/2
 LEASE NO. 365 300

04/05/2024

PROPOSED WORK: DRILL 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 SHALE ESTIMATED DEPTH 5900'
 WELL OPERATOR PETROLEUM DEVELOPMENT DESIGNATED AGENT JOHN MITCHELL
 ADDRESS P.O. BOX 26 ADDRESS P.O. BOX 26
BRIDGEPORT W.V. BRIDGEPORT W.V.