

**RECEIVED**  
OCT - 7 1985



1) Date: October 4, 1985  
 2) Operator's C. C. Lewis Heirs, Limited  
 Well No. 1, Serial No. 009370  
 3) API Well No. 47 - 005 - 1237-D  
 State            County            Permit           

STATE OF WEST VIRGINIA  
 DIVISION OF OIL & GAS DEPARTMENT OF ENERGY, OIL AND GAS DIVISION  
 DEPARTMENT OF ENERGY **APPLICATION FOR A WELL WORK PERMIT**

- 4) WELL TYPE: A Oil            / Gas X /  
 B (If "Gas", Production X / Underground storage            / Deep            / Shallow X /)
- 5) LOCATION: Elevation: 1121.8' (casing) Watershed: Big Horse Creek of Mud River  
 District: Scott 3 County: Boone Quadrangle: Mud 496
- 6) WELL OPERATOR Ashland Exploration CODE: 2750 7) DESIGNATED AGENT Forrest Burkett  
 Address P.O. Box 391 Address Box 379  
Ashland, KY 41114 Brenton, WV 24818
- 8) OIL & GAS INSPECTOR TO BE NOTIFIED 9) DRILLING CONTRACTOR:  
 Name Jerry Holcomb Name Tri-State Well Service  
 Address Rural Route 1, Box 28 Address P.O. Box 299  
Hamlin, WV 25523 Bridgeport, WV 26330
- 10) PROPOSED WELL WORK: Drill            / Drill deeper X / Redrill            / Stimulate X /  
 Plug off old formation            / Perforate new formation            /  
 Other physical change in well (specify)
- 11) GEOLOGICAL TARGET FORMATION, Devonian Shale
- 12) Estimated depth of completed well, 4425 feet  
 13) Approximate trata depths: Fresh,            feet; salt,            feet.  
 14) Approximate coal seam depths:            Is coal being mined in the area? Yes            / No X

15) 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	10	-	-		X	18	18	?		Kinds
Fresh water										
Coal										Sizes
* Intermediate	6 5/8	H-40	17.0		X	1679	1679	?		
Production	4 1/2	J-55	11.6	X		4425	4425	TOC 1500'		Depths set
Tubing										
Lin...										Perforations:
										Top Bottom
* Casing from original well										

OFFICE USE ONLY  
 DRILLING PERMIT

Permit number 47-005-1237-D

October 29 19 85  
 Date

This permit covering the well operator and well location shown below is evidence of permission granted to drill in accordance with the pertinent legal requirements subject to the conditions contained herein and on the reverse hereof. Notification must be given to the District Oil and Gas Inspector. (Refer to No. 8) 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.)

The permitted work is as described in the Notice and Application, plat, and reclamation plan, subject to any modifications and conditions specified on the reverse hereof.

Permit expires October 29, 1987 unless well work is commenced prior to that date and prosecuted with due diligence.

Bond	Agent: <u>AW</u>	Plat: <u>MU</u>	Casing: <u>MU</u>	Fee: <u>501808</u>	WPCP: <u>MU</u>	S&E: <u>MU</u>	Other: <u>          </u>
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NOTE: Keep one copy of this permit posted at the drilling location.

[Signature]  
 Director, Division of Oil and Gas

See the reverse side of the APPLICANT'S COPY for instructions to the well operator.

10/20/2023 File

OFFICE USE ONLY

PERMIT MODIFICATIONS AND CONDITIONS (IF ANY) TO THE PROPOSED WELL WORK

OFFICE USE ONLY

This part of Form WW-2(B) is to record the dates of certain occurrences and any follow-up inspections.

	<u>Date</u>	<u>Date(s)</u>
Application received		
Well work started		
Completion of the drilling process		
Well Record received		
Reclamation completed		

OTHER INSPECTIONS

Reason: \_\_\_\_\_

Reason: \_\_\_\_\_

1) Date: October 4, 19 85  
Operator's C. C. Lewis Heirs, Lmt.  
2) Well No. 1, Serial No. 009370  
3) API Well No. 47 - 005 - 1237  
State County Permit

STATE OF WEST VIRGINIA  
DEPARTMENT OF ENERGY, DIVISION OF OIL & GAS  
NOTICE OF APPLICATION FOR A WELL WORK PERMIT

4) SURFACE OWNER(S) OF RECORD TO BE SERVED

(i) Name C. C. Lewis Heirs, Limited  
Address Box 969  
Charleston, WV 25324  
(ii) Name \_\_\_\_\_  
Address \_\_\_\_\_  
(iii) Name \_\_\_\_\_  
Address \_\_\_\_\_

5 (i) COAL OPERATOR None  
Address \_\_\_\_\_

5 (ii) COAL OWNER(S) WITH DECLARATION ON RECORD:  
Name C. C. Lewis Heirs, Limited  
Address Box 969  
Charleston, WV 25324  
Name \_\_\_\_\_  
Address \_\_\_\_\_

5 (iii) COAL LESSEE WITH DECLARATION ON RECORD:  
Name None  
Address \_\_\_\_\_

TO THE PERSON(S) NAMED ABOVE: You should have received this Form and the following documents:

- (1) The Application for a Well Work Permit on Form WW-2(B) which sets out the parties involved in the drilling or other work, and describes the well and its location and, if applicable, the proposed casing and cementing program;
- (2) The plat (surveyor's map) showing the well location on Form WW-6, and
- (3) The Construction and Reclamation Plan on Form WW-9 (unless the well work is only to plug a well), which sets out the plan for erosion and sediment control and for reclamation for the site and access road.

THE REASON YOU RECEIVED THESE DOCUMENTS IS THAT YOU HAVE RIGHTS REGARDING THE APPLICATION WHICH ARE SUMMARIZED IN THE "INSTRUCTIONS" ON THE REVERSE SIDE OF THE COPY OF THE APPLICATION WW-2(B) DESIGNATED FOR YOU. HOWEVER, YOU ARE NOT REQUIRED TO TAKE ANY ACTION AT ALL.

Take notice that under Chapter 22B of the West Virginia Code, the undersigned well operator proposes to file or has filed this Notice and Application and accompanying documents for a Well Work Permit with the Director of the Division of Oil and Gas, with respect to a well at the location described on attached Application and depicted on attached Form WW-6. Copies of this Notice, the Application, the plat, and the Construction and Reclamation Plan above (or by publication in certain circumstances) on or before the day of mailing or delivery to the Director of the Division of Oil and Gas.

6) 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 22B-1-8(c)(1) through (4). (see reverse side for specifics.)

7) ROYALTY PROVISIONS

Is the right to extract, produce or market the oil or gas based upon a lease or leases or other 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 WW-60.

See the reverse side for line item instructions, and for instructions concerning the required copies of the Notice and Application, plat, and Construction and Reclamation Plan.

The truth of the information on the Notice and Application is verified and sworn to and the Notice is signed on behalf of the Well Operator in my County and State by

John H. Burtnett

this 4th day of October, 1985,  
My commission expires Nov. 23, 1986.

Vicki W. Smith  
Notary Public, State-at-Large County,  
State of Kentucky

WELL OPERATOR Ashland Exploration, Inc.

By John H. Burtnett  
Its Regional Civil Engineer  
Address P.O. Box 391  
Ashland, KY 41114  
Telephone 606/329-5258

RECEIVED  
OCT - 7 1985  
DIVISION OF OIL & GAS  
DEPARTMENT OF ENERGY

I N S T R U C T I O N S T O A P P L I C A N T

CONCERNING THE LINE ITEMS:

- 1) Date of Notice.
- 2) Your well name and number.
- 3) To be filled out by the Division of Oil & gas.
- 4) & 5) Use separate sheet if necessary.
- 4) Surface owner(s) of record to be served with Notice and Application. However, see also Code §22B-1-9(b) if "more than three tenants in common or other co-owners of interest described in subsection (a) of this section hold interests in such lands".
- 5(i) "Coal Operator" means any person, firm, partnership, partnership association or corporation that proposes to or does operate a coal mine.
- 5(ii, iii) See Code §22B-1-36.
- 6) See Code §22-4-11(c). However, in lieu of filing the lease(s) or other continuing contract(s), the Applicant may fill out the information in the space provided below.
- 7) See Code § § 22-4-11 (d, e).

CONCERNING THE REQUIRED COPIES FOR FILING AND SERVICE:

Filing. Code §22B-1-6 and Regulation 7.02 provide that the original and required copies of the Notice and Application must be filed with the Administrator, 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 §22B-1-2C and the reclamation required by Code §22B-1-30 and Regulation 23, (iv) unless previously paid on the same well, the fees required by Code §22B-1-2(c) and 22B-1-29, and (v) if applicable, the consent required by Code §22B-1-21 from the owner of any water well on dwelling within 200 feet of the proposed well.

Service. In addition, service must be made on the surface owner(s) and the person(s) with an interest in the coal. See Code § § 22B-1-9, 22-B-1-13 and 22B-1-14.

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INFORMATION SUPPLIED UNDER CODE §22B-1-8(d)  
IN LIEU OF FILING LEASE(S) AND OTHER CONTINUING CONTRACT(S)

Under the oath required to make the verification on the obverse side of this Notice, I depose and say that I am the person who signed the Notice for the Applicant, and that--

- (1) the tract of land is the same tract described in the Application to which this Notice applies, partly or wholly depicted in the accompanying plat, and described in the Construction and Reclamation Plan;
- (2) the parties and recordation data (if recorded) for lease(s) or other continuing contract(s) by which the Applicant claims the right to extract, produce or market the oil or gas are as follows:

Grantor, lessor, etc.

Grantee, lessee, etc.

Royalty      Book      page

10/20/2023

SENDER: Complete items 1, 2, 3, and 4.  
Add your address in the "RETURN TO"  
space on reverse. JHB

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).

- Show to whom and date delivered ..... \$
- Show to whom, date, and address of delivery .. \$
- 2.  RESTRICTED DELIVERY ..... \$  
*(The restricted delivery fee is charged in addition to the return receipt fee.)*

TOTAL \$ \_\_\_\_\_

3. ARTICLE ADDRESSED TO:

C. C. LEWIS HEIRS, LIMITED  
BOX 969  
CHARLESTON, WV 25324

4. TYPE OF SERVICE:

- REGISTERED       INSURED
- CERTIFIED       COD
- EXPRESS MAIL

ARTICLE NUMBER

AD-11,894

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE  Addressee     Authorized agent

*Francis Doe*

5. DATE OF DELIVERY

POSTMARK  
(may be on reverse side)



6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE:

7a. EMPLOYEE'S INITIALS

RETURN RECEIPT



WR-35

JAN 7 1986

State of West Virginia  
DEPARTMENT OF ENERGY  
Oil and Gas Division

Date Jan. 6, 1986  
Operator's  
Well No. 1  
Farm C. C. Lewis  
API No. 47 - 005 - 1237

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

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

LOCATION: Elevation: 1121.8' Watershed Big Horse Creek of Mud River  
District: Scott County Boone Quadrangle Mud

COMPANY Ashland Exploration, Inc.  
ADDRESS P. O. Box 391, Ashland, KY 41114  
DESIGNATED AGENT Forrest Burkett  
ADDRESS Box 379 Brenton, WV 24818  
SURFACE OWNER C. C. Lewis Heirs  
ADDRESS Box 969 Charleston, WV 25324  
MINERAL RIGHTS OWNER C. C. Lewis Heirs  
ADDRESS Box 969 Charleston, WV 25324  
OIL AND GAS INSPECTOR FOR THIS WORK Jerry  
Holcomb ADDRESS Rt. 1 Box 28, Hamlin, WV  
PERMIT ISSUED 10/29/85  
DRILLING COMMENCED 12/4/85+Note-Drill deeper  
DRILLING COMPLETED 12/7/85 Failed- no new hole

Casing Tubing	Used in Drilling	Left in Well	Cement fill up Cu. ft.
Size 20-16 Cond.			
13-10"	18'	18'	?
9 5/8			
8 5/8			
<del>6 5/8</del>	1679'	1679'	?
5 1/2			
4 1/2	1997'	1997'	100 sks
3			
2	--	1908'	--
Liners used			

IF APPLICABLE: PLUGGING OF DRY HOLE ON  
CONTINUOUS PROGRESSION FROM DRILLING OR  
REWORKING. VERBAL PERMISSION OBTAINED  
ON

GEOLOGICAL TARGET FORMATION Dev. Shale \*From original well Depth 4425' feet  
Depth of completed well 2373\* feet Rotary NA / Cable Tools  
Water strata depth: Fresh \_\_\_ feet; Salt \_\_\_ feet  
Coal seam depths: \_\_\_ Is coal being mined in the area? No  
\*Drill deeper failed - No new hole drilled

OPEN FLOW DATA  
Producing formation Injun & Big Lime Pay zone depth 1702-1911 1812-1867 feet  
Gas: Initial open flow show \_\_\_ Mcf/d Oil: Initial open flow \_\_\_ Bbl/d  
Final open flow 42 Mcf/d Final open flow \_\_\_ Bbl/d  
Time of open flow between initial and final tests 3 hours  
Static rock pressure 450 psig(surface measurement) after 120 hours shut in  
(If applicable due to multiple completion--)  
Second producing formation \_\_\_ Pay zone depth 10/20/2023 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

(Continue on reverse side)

BOONE 1237

IR-26  
Reverse

API# 47 \_\_\_\_\_ - \_\_\_\_\_

LIST ALL VISITS FOR THIS PERMIT

	DATE	TIME	PURPOSE	COMMENTS
1				
2				
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Notes

10/20/2023

THIS AGREEMENT, Made this 27th day of August, 1923, between KANAWHA BANKING & TRUST COMPANY, a corporation, Trustee of the Estate of C. C. Lewis, Sr., deceased, and KANAWHA BANKING & TRUST COMPANY, a corporation, Trustee of the Estate of Abram Burlaw, deceased, parties of the first part, hereinafter called the "Lessor", and CAMBRIDGE GAS COMPANY, a corporation, party of the second part, hereinafter called "Lessee";

WITNESSETH:

WHEREAS, by deed dated the 27th day of August, 1917, and recorded in the Office of the Clerk of the County, Court of Kanawha County, West Virginia, in Deed Book No. 173, at page 29, Charles C. Lewis, Sr., and Betty J. Lewis, his wife, conveyed to the said Kanawha Banking & Trust Company, a corporation, Trustee, all of their property, both real and personal, for a period of ten years (10) from the date of said deed, upon the terms, for the purposes and subject to the trusts therein set out, with power to sell, grant, lease, convey and otherwise dispose of said property, or any part thereof, upon such terms, in such manner and subject to such conditions as the Trustee might in its discretion deem advisable, at any time or times during said term, and to make, execute, acknowledge and deliver from time to time during said term such deeds, leases and other conveyances of said property, or any part thereof, as the Trustee might deem

10/20/2023



advisable, to be of such form and effect as the Trustee in its discretion might approve and adopt; and

WHEREAS, by deed dated the 23rd day of November, 1922, and recorded in the Office of the Clerk of the County Court of Kanawha County, West Virginia, in Deed Book 254 at page 342, Annie B. Hill, (widow), and others, conveyed to the said Kanawha Banking & Trust Company, a corporation, Trustee, all of the property, both real and personal, of Abram Burlew, deceased, upon the terms, for the purposes and subject to the trusts therein set out, with power to sell, grant, lease, convey and otherwise dispose of said property, or any part thereof, upon such terms, in such manner and subject to such conditions as the Trustee might in its discretion deem advisable, and to make, execute, acknowledge and deliver from time to time such deeds, leases, and other conveyances of said property, or any part thereof, as the Trustee might deem advisable, to be of such form and effect as the Trustee in its discretion might approve and adopt;

NOW, THEREFORE, WITNESSETH:

That the Lessor, in consideration of one dollar, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby grant unto the Lessee for the term of four (4) years (and so long thereafter as oil or gas shall be produced from the land leased and royalty and rentals paid by Lessee therefor,) all their proportional part of the oil and gas and gasoline in and under the land hereinafter described, together with the exclusive right to drill for,

10/20/2023

STATE OF WEST VIRGINIA )  
                                  ) TO-WIT:  
COUNTY OF KANAWHA )

I,   *C. W. Davis*  , a Notary of the said County of Kanawha, DO CERTIFY that F. M. STAUNTON personally appeared before me in my said County, and being by me duly sworn did depose and say that he is the President of the KANAWHA BANKING & TRUST COMPANY, Trustee of the Estate of Abram Burlew, deceased, the corporation described in the writing above, bearing date the   *27th*   day of   *August*   19  *23*  , authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to said writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said F. M. STAUNTON acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this   *29th*   day of   *August*   1923.

My commission expires on the   *29th*   day of   *October*  

19  *25*  

  *C. W. Davis*  

Notary Public.

10/20/2023

STATE OF WEST VIRGINIA )  
  ) TO-WIT:  
COUNTY OF KANAWHA )

I, Br Davis, a Notary of the said County of Kanawha, DO CERTIFY that DAVID C. HOWARD personally appeared before me in my said County, and being by me duly sworn did depose and say that he is the President of the CAMBRIDGE GAS COMPANY, the corporation described in the writing above, bearing date the 27<sup>th</sup> day of August 1923, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to said writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said DAVID C. HOWARD acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 29<sup>th</sup> day of August 1923.

My commission expires on the 29<sup>th</sup> day of October 1925.

STATE OF WEST VIRGINIA

In Boone County Court Clerk's Office

April 17<sup>th</sup> 1924

Br Davis  
Notary Public.

The foregoing Lease was this day presented to me in my office and together with the annexed Certificate is admitted to record.

Teste:

Ch Nelson Clerk

10/20/2023

*Handwritten notes, possibly "C. H. ..."*

*Cambridge Geo*

Recorded in record in the office of the Clerk of  
the County Court of Boone County, W. Va.  
*April 13*  
1924

*Lewis Hiding Company*

Recorded in the office of the Clerk of Boone County  
Court of Boone County  
*July 2nd 1926*  
Book No. *C. H. Williams*  
Page

*Same*

*Embodied in ...*

DOCUMENT FILE

649

ASHLAND EXPLORATION, INC.

GAS PURCHASE CONTRACT NO. 1850

PENNZOIL COMPANY, BUYER

and

ASHLAND EXPLORATION, INC., SELLER

DATE: March 11, 1981

10/20/2023

C.C. Lewis 1, 3, 4, 5, 6

THIS CONTRACT, made and entered into this 11th day of March, 1981, by and between ASHLAND EXPLORATION, INC., hereinafter called the Seller, and PENNZOIL COMPANY, a Delaware corporation, hereinafter called the Buyer.

W I T N E S S E T H:

WHEREAS, Seller has been selling and Buyer has been purchasing natural gas pursuant to that certain gas purchase agreement dated January 1, 1931 as amended, said agreement as amended being hereafter referred to as Gas Purchase Agreement No. 1017, and

WHEREAS, Seller and Buyer desire to terminate Gas Purchase Agreement No. 1017 and concurrently enter into this replacement contract, Gas Purchase Contract No. 1850,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto covenant and agree that, effective with the date first written above, Gas Purchase Agreement No. 1017 shall be superseded and cancelled, and further agree as follows:

ARTICLE I.

DEFINITIONS

1. The term "day" shall mean a period of twenty-four (24) consecutive hours beginning and ending at eight o'clock A.M. Eastern time.
2. The term "month" shall mean a period beginning at eight o'clock A.M. on the first day of a calendar month and ending at eight o'clock A.M. on the first day of the succeeding calendar month.
3. The term "gas" shall mean natural gas including both gas-well and casinghead gas.
4. The term "cubic foot of gas" shall mean the volume of gas which would occupy one cubic foot of space when such gas is at a temperature of sixty degrees (60°) Fahrenheit and a pressure of 14.73 pounds per square inch absolute.
5. The term "Btu" is the abbreviation employed to denote a British thermal unit. The term "MMBtu" means one million Btu's.
6. The term "Mcf" is the abbreviation employed to denote one thousand (1,000) cubic feet of gas.
7. The term "Taxes" shall mean all taxes (other than ad valorem, capital stock, income or excess profits taxes, general franchise taxes imposed on corporations on account of their corporate existence or on their right to do business within the state as a foreign corporation and similar taxes), licenses, fees or charges levied, assessed or made by any governmental authority on the act, right or privilege of production, severance, gathering, transportation, handling, sale or delivery of gas which is measured by the volume, value or sales price of the gas imposed upon and paid by Seller with respect to the gas delivered hereunder.
8. The phrase "Current Compression and Gathering Charge and/or Other Production Related Costs Borne by the Buyer" shall mean the production related costs which Buyer is authorized from time to time by the Federal Energy Regulatory Commission, to charge and collect in connection with the resale of gas purchased hereunder.

10/20/2023

ARTICLE II.

GAS TO BE SOLD

Subject to all of the terms and provisions hereof, Seller agrees to sell and Buyer agrees to purchase all of the natural gas now produced or hereafter produced from or attributable to Seller's interest in the lands and leaseholds described on Exhibit "A" attached hereto.

ARTICLE III.

TERM

This contract shall be effective as of the date first hereinabove written, and shall continue in force and effect for a term of fifteen (15) years from and after such date.

ARTICLE IV.

QUANTITIES

1. Buyer shall have the right and privilege from time to time, at any time during the term of this contract, of purchasing, subject to the reservations contained herein, all of the natural gas which can be produced from the lands and leaseholds covered hereby; however, Buyer shall not be under any obligation to take all or any specified proportion of the natural gas that can be produced from the aforesaid premises during any defined or specified time. Buyer shall take gas ratably from the above lands and leaseholds in the same proportion that it takes gas from the lands and leaseholds of others from whom Buyer is now purchasing and may hereafter purchase gas in the area in which said premises of Seller are located. It is recognized and agreed that in taking gas ratably Buyer may be unable, due to varying operating conditions, to withdraw gas in exact ratable proportions during any specific month, but Buyer agrees that it will, to the best of its ability, by balancing excesses against deficiencies during periods of reasonable duration, maintain a ratable proportion of withdrawals from Seller's lands and leaseholds as compared with the withdrawals from the lands and leaseholds of others from whom Buyer is now purchasing and may hereafter purchase gas in the area in which said premises of Seller are located.

2. In the event circumstances arise with respect to the operation of Seller's wells and Buyer's facilities which make it mutually desirable and profitable to both Buyer and Seller to permit Seller to compress the gas sold and purchased and intended to be sold and purchased hereunder for the purpose of increasing deliveries hereunder, then and in that event, upon the written consent of Buyer, Seller may, at Seller's expense, compress the gas to be delivered hereunder for the time, to the extent and under the conditions, provisions and limitations expressly set forth in the written consent of Buyer.

ARTICLE V.

DELIVERY POINT

1. One (1) meter, the appurtenant fixtures and structures necessary to properly protect the same, shall be furnished, installed or erected by Buyer at its sole cost and expense on a mutually agreeable site to be provided by Seller without cost to Buyer. All gathering lines, drips, and fittings to connect any producing wells hereunder with Buyer's pipeline at the delivery point shall be promptly furnished, constructed and put into operation by Seller.

2. In the event different prices become effective under this contract for natural gas being produced from different wells located on tracts of land covered hereby, Buyer may at its option furnish and install a meter on Seller's well gathering line or field gathering

10/20/2023

line in order to measure the natural gas for which a different price is to be paid. Such submeters shall be operated by and shall remain the property of Buyer and may be removed by Buyer at any time.

3. The cost of maintaining and operating said meter or meters shall be borne by Buyer, so long as the delivery of gas hereunder shall amount at least to 300,000 cubic feet per month during the term of this contract. If the monthly deliveries are less than 300,000 cubic feet, then Buyer may, at its option, bill Seller for the costs and expense of operating and reading the meter or said costs and expenses may be deducted by Buyer each month from moneys due Seller for gas purchased hereunder; provided, however, if in any month Seller makes available gas in excess of 300,000 cubic feet and Buyer purchases less than 300,000 cubic feet of gas, then Buyer shall bear the cost of maintaining and operating the meter for such month.

4. Following completion, subsequent to the effective date of this contract, of a well capable of producing commercial quantities of natural gas and located on a tract subject to this contract, Seller shall immediately notify Buyer in writing of such completion and shall promptly make said well available for connection to Buyer's pipeline.

## ARTICLE VI.

### PRICE

1. The price per MMBtu to be paid by Buyer to Seller for all gas delivered hereunder to Buyer shall be the maximum lawful price applicable thereto during the month of delivery under §§102, 103, 104, and/or 108 of the Natural Gas Policy Act of 1978 or any successor order, decree or governmental action or other legislation (all being referred to hereinafter as "NGPA"), but not including any incentive price established by the Federal Energy Regulatory Commission pursuant to Sections 107(b) and/or 107(c)(5) of the NGPA.

2. The price to be paid for natural gas purchased by Buyer hereunder shall not include any costs of compressing, gathering, processing, treating, liquefying, or transporting such natural gas, or other similar costs, borne by Buyer and which are allowed to be collected by Buyer by rule or order of the Federal Energy Regulatory Commission pursuant to Section 110(a)(2) of the Natural Gas Policy Act of 1978, or any subsequent laws, rules or regulations.

3. Buyer shall reimburse Seller for all State production, severance, or similar taxes, which are in effect on the date deliveries hereunder are made, and 100 percent of similar taxes which may become effective subsequent to such date, if such provisions of law are equally applicable to natural gas produced in such State and delivered in interstate commerce and to natural gas produced in such State and not so delivered. Said taxes will be reimbursed to Seller by Buyer within thirty (30) days subsequent to receipt by Buyer of documentation of actual payment of said taxes by Seller. Buyer may in lieu of such reimbursement to Seller pay any such taxes for Seller's account.

4. Seller, upon compliance with all applicable laws and/or regulations, will be entitled hereunder to make interim collections of any and all higher rates for gas sold hereunder, for which Seller has applied subject to refund, and to the extent allowed by regulations and/or law, Seller is also entitled to retroactive collections of any amounts which during interim collection periods are less than the maximum prices as stated herein, but only to the extent Buyer is entitled to collect such amounts on the sale of such gas.

5. Notwithstanding any other provision hereof, the price payable for each Mcf of gas sold hereunder shall never exceed either the price, exclusive of compression and gathering allowance and/or other production related cost borne by the buyer, which the Federal Energy Regulatory Commission authorizes Buyer to charge and collect for resale of gas purchased hereunder or the price, exclusive of compression and gathering charge and/or other production related cost borne by the Buyer, which Buyer is collecting for the resale of gas purchased hereunder.



6. If during the term hereof, the Federal Energy Regulatory Commission or any successor or other governmental authority no longer has jurisdiction over the sale of all or any portion of the gas covered hereunder, then effective on such date the prices payable for each MMBtu of such gas delivered hereunder shall be equal to the price Buyer is authorized by contract to charge and collect for the resale of gas purchased hereunder, less the amount of the compression and gathering charge and/or other production related costs borne by the Buyer, Buyer is authorized by contract to charge and collect with respect to the resale of such gas. If the price Buyer is authorized by contract to charge and collect for the resale of gas purchased hereunder, less the said compression and gathering charge, shall thereafter change, the price payable hereunder shall change in a like amount.

## ARTICLE VII.

### RESERVATIONS OF SELLER

1. Seller excepts and reserves from this contract such quantities of gas produced and saved from the dedicated acreage as may be required by Seller for use in its own operations for the production of oil and gas from said premises and also such quantities as the lessors thereof may be entitled to, under the provisions of the leases, for domestic purposes or for heat and light in the residences of said lessors.

2. Seller reserves the right to operate its property in such manner as it may deem advisable. Seller agrees to develop and produce the lands and leaseholds covered hereby in a prudent and workmanlike manner and in accordance with the rules, regulations and orders of any regulatory body having jurisdiction.

## ARTICLE VIII.

### QUALITY

1. The gas hereunder shall meet the following quality specifications:

(1) Heating Value: Such gas shall have a total heating value, determined as hereinafter provided, of not less than one thousand (1,000) Btu's per cubic foot; provided, however, that Buyer shall have the right, but not the obligation, to purchase gas delivered hereunder which has a total heating value of less than one thousand (1,000) Btu's per cubic foot.

(2) Freedom of Objectionable Matter: Seller shall deliver said natural gas to Buyer commercially free from air, sulphur in any form or compound, carbon dioxide, and other deleterious substances which may adversely affect its marketability as a fuel or use for other purposes, or be injurious to equipment, transmission lines, and machinery. If installation of purification facilities is necessary in order to remove such objectionable matter, and Seller determines that it is not economically feasible to install such treatment facilities, Seller shall give Buyer written notice thereof and Buyer may install such facilities as it may desire. Should Buyer fail to install such facilities then Buyer shall either purchase such gas hereunder or shall, within thirty (30) days after Seller notifies that it elects not to install such facilities, provide Seller a written release of such gas from this contract.

2. Seller agrees at its expense to install and to properly maintain and operate at Seller's wells or on Seller's gathering lines such drips and separators as may be reasonably necessary to remove from the gas delivered hereunder objectionable solids and hydrocarbons, distillate and condensate capable of being removed from the gas. Seller agrees to install, maintain and operate such equipment as a reasonably prudent operator would deem necessary to prevent the freezing of wells or gathering lines and to assure the continuous delivery of gas. 10/20/2023

10-29-85)

1R-26  
Obverse

INSPECTOR'S PERMIT SUMMARY FORM

WELL TYPE GAS  
ELEVATION 1121.8  
DISTRICT SCOTT  
QUADRANGLE BOONE MUD  
COUNTY BOONE

API# 47-005-1237D  
OPERATOR ASILAND  
TELEPHONE \_\_\_\_\_  
FARM LEWIS  
WELL # 009370

SURFACE OWNER \_\_\_\_\_ COMMENTS \_\_\_\_\_ TELEPHONE \_\_\_\_\_  
TARGET FORMATION \_\_\_\_\_ DATE APPLICATION RECEIVED \_\_\_\_\_

DATE STARTED \_\_\_\_\_  
LOCATION 11-12 NOTIFIED \_\_\_\_\_ DRILLING COMMENCED 12-4

WATER DEPTHS \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
COAL DEPTHS \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

CASING

Ran \_\_\_\_\_ feet of \_\_\_\_\_ "pipe on \_\_\_\_\_ with \_\_\_\_\_ fill up  
Ran \_\_\_\_\_ feet of \_\_\_\_\_ "pipe on \_\_\_\_\_ with \_\_\_\_\_ fill up  
Ran \_\_\_\_\_ feet of \_\_\_\_\_ "pipe on \_\_\_\_\_ with \_\_\_\_\_ fill up  
Ran \_\_\_\_\_ feet of \_\_\_\_\_ "pipe on \_\_\_\_\_ with \_\_\_\_\_ fill up

TD \_\_\_\_\_ feet on \_\_\_\_\_  
LOST TOOLS COULD NOT FISHOUT COULD NOT DEEPEEN WELL

PLUGGING

Type	From	To	Pipe Removed

Pit Discharge date: \_\_\_\_\_ Type \_\_\_\_\_

Field analysis ph \_\_\_\_\_ fe \_\_\_\_\_ cl \_\_\_\_\_

Well Record received \_\_\_\_\_

Date Released 4-14-86

Jerry Holcomb 10/20/2023  
Inspector's signature

API# 47 \_\_\_\_\_ - \_\_\_\_\_

LIST ALL VISITS FOR THIS PERMIT

	DATE	TIME	PURPOSE	COMMENTS
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

Notes

Title and Number of Well C. C. Lewis #1

Horse Creek, Boone Co., W. Va.

CASING RECORD:

Size	Weight Per Foot	Threads Per Inch	Manufacturer's Name	Where Landed	CEMENTED		SET	BALLED DRY	Stood Hours
					Yes	No			
10"				18'					
6-5/8"				1679					
8-1/4"									

DETAILS OF LOG:

FEET		FORMATION		FEET		FORMATION	
From	To	From	To	From	To	From	To
790	1525	Salt Sand					
1635	1665	Little Lime					
1665	1668	Pencil Cave					
1668	1883	Big Lime					
1890	1912	Big Injun					
2010	2060	Shells					
2362	2385	Berea Grit					
2385		Total Depth					
Gas Pay 2363 - 2370'							
Shot with 30 qts. water							
Before shot 10% water							
After shot 30% water							
Test 2/12/41 73,000 cu. ft. 15 min.							
" 2/13/41 42,000 cu. ft. 3-1/4 hrs.							
Rock Pressure 242# 20 hr. 1941							
Drilling fuel furnished by United Fuel Gas Co.,							
Drilled by J. Holly.							
Drilled by Cambridge Gas Co., and purchased by United Carbon Company							
on March 1, 1941.							
Commenced drilling June 12, 1927							
Completed drilling August 4, 1927							
Drillers: C. Wilson and C. E. Stickler.							
Tool Dressers: C. M. McGehee and E. F. Wilkerson							



WR-35

JAN 7 1986

State of West Virginia  
DEPARTMENT OF ENERGY  
Oil and Gas Division

Date Jan. 6, 1986  
Operator's  
Well No. 1  
Farm C. C. Lewis  
API No. 47 - 005 - 1237

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

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

LOCATION: Elevation: 1121.8' Watershed Big Horse Creek of Mud River  
District: Scott County Boone Quadrangle Mud

COMPANY Ashland Exploration, Inc.

ADDRESS P. O. Box 391, Ashland, KY 41114

DESIGNATED AGENT Forrest Burkett

ADDRESS Box 379 Brenton, WV 24818

SURFACE OWNER C. C. Lewis Heirs

ADDRESS Box 969 Charleston, WV 25324

MINERAL RIGHTS OWNER C. C. Lewis Heirs

ADDRESS Box 969 Charleston, WV 25324

OIL AND GAS INSPECTOR FOR THIS WORK Jerry

Holcomb ADDRESS Rt. 1 Box 28, Hamlin, WV

PERMIT ISSUED 10/29/85

DRILLING COMMENCED 12/4/85+Note-Drill deeper

DRILLING COMPLETED 12/7/85 Failed- no new hole

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 Cord.			
13-10"	18'	18'	?
9 5/8			
8 5/8			
* 7x6 5/8	1679'	1679'	?
5 1/2			
4 1/2	1997'	1997'	100 sks
3			
2	--	1908'	--
Liners used			

\*From original well  
Depth 4425' feet

GEOLOGICAL TARGET FORMATION Dev. Shale

Depth of completed well 2373\* feet Rotary NA / Cable Tools

Water strata depth: Fresh feet; Salt feet

Coal seam depths: Is coal being mined in the area? No

\*Drill deeper failed - No new hole drilled

OPEN FLOW DATA

Producing formation Injun & Big Lime Pay zone depth 1702-1911 1812-1867 feet

Gas: Initial open flow show Mcf/d Oil: Initial open flow Bbl/d

Final open flow 42 Mcf/d Final open flow Bbl/d

Time of open flow between initial and final tests 3 hours

Static rock pressure 450 psig (surface measurement) after 120 hours shut in

(If applicable due to multiple completion--)

10/20/2023

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

(Continue on reverse side)

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

Perf Injun 10H/1902-1911 - 75 Q foam frac using 500 gal 15% HCl, 15,000# 20/40 sand, 100,000 SCF N<sub>2</sub> @ 3000 SCF/m. BD @ 1850#, ATP 1234# @ 11.6 B/M foam, MTP 1300#, TF 112 bbl.

Perf Big Lime 18H/1812-1867 - Acidize w/2500 gal 15% HCl. BD @ 3000#, ATP 500#.

Due to problems we were unable to drill this well deeper - so only upper formations were tested.

**WELL LOG**

FORMATION	COLOR	HARD OR SOFT	TOP FEET	BOTTOM FEET	REMARKS
					Including indication of all fresh and salt water, coal, oil and gas
Sand & Shale			0	790	
Salt Sand			790	1500	
Shale			1500	1635	
Little Lime			1635	1682	
Pencil Cave			1682	1693	
Big Lime			1693	1882	
Shale			1882	1898	
Injun			1898	1911	
Shale			1911	2365	
Berea			2365	TD	

(Attach separate sheets as necessary)

ASHLAND EXPLORATION, INC.  
 Well Operator  
 By: Steve J. China 10/20/2023  
 Date: January 6, 1986

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 ... encountered in the drilling of a well."

STATE OF WEST VIRGINIA )  
COUNTY OF KANAWHA ) TO-WIT:

I, C. G. Davis, a Notary of the said County of Kanawha, DO CERTIFY that F. M. STAUNTON personally appeared before me in my said County, and being by me duly sworn did depose and say that he is the President of the KANAWHA BANKING & TRUST COMPANY, Trustee of the Estate of C. C. Lewis, deceased, the corporation described in the writing above, bearing date the 27th day of August 1923, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to said writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said F. M. STAUNTON acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 29th day of August 1923.

My commission expires on the 29th day of October 1925.

C. G. Davis

Notary Public.

10/20/2023

IN WITNESS WHEREOF, Kanawha Banking & Trust Company,  
as Trustee of the Estate of C. C. Lewis, Sr., and as Trustee  
of the Estate of Abram Burlew, deceased, and Cambridge Gas  
Company have caused this instrument to be signed by their  
officers thereunto duly authorized.

KANAWHA BANKING & TRUST COMPANY, Trustee  
of the Estate of C. C. Lewis, Sr.

By *J. M. Starnes*  
Its President.

KANAWHA BANKING & TRUST COMPANY, Trustee  
of the Estate of Abram Burlew, deceased.

By *J. M. Starnes*  
Its President.

CAMBRIDGE GAS COMPANY

By *David C. Howard*  
Its President.

10/20/2023



and while said gas is so used.

Lessee agrees to drill a well on said premises within three months from this date or pay to Lessor at the rate of One Hundred Thirty-three Dollars (\$133.00) for each three months (and proportionately for any fraction thereof) thereafter until such well be drilled or this lease surrendered but if a well be drilled, or this lease surrendered before the end of the term for which payment shall have been made to Lessor for delay, the unaccrued portion of said payment shall be a credit to Lessee on any rental, royalty or gas well. It is understood and agreed that until the Lessee shall have drilled two wells on the property, it shall pay the Lessor a sum not less than the delay rentals herein provided.

And it is agreed that, at any time, upon the tender or payment to Lessor in hand or deposit to Lessor's credit in the Kanawha Banking & Trust Company of One Dollar and all monies for delay then due hereunder, Lessee shall have the right to release and surrender this lease by returning it to Lessor, with the endorsement by Lessee of a surrender hereon, or by recording a re-lease and surrender in the Boone County Court Clerk's Office, State of West Virginia, either or which Lessor agrees to accept as, and which shall be a full and legal surrender of this lease and of Lessee's rights and a cancellation of all liabilities under this lease of each and all parties hereto.

Payment of all monies herein named or due under the lease may be made by cash or check to Kanawha Banking & Trust Company, Trustee, Charleston, West Virginia.

10/20/2023

and George M. McDermitt, Special Commissioners, by deed dated September 18, 1906, of record in Boone County, West Virginia, in Deed Book 6 at page 48.

TO HAVE AND TO HOLD said premises for and during the term aforesaid.

No well to be drilled within two hundred (200) feet of the barn or dwelling house without Lessor's consent.

The Lessee to deliver to Lessor in tanks or pipe line its proportional part of a royalty of the One-Eighth ( $1/8$ ) of all oil produced and saved from the premises, and to pay for each gas well its proportional part from the time and while the gas is marketed the sum of one cent ( $1¢$ ) for each 1,000 cubic feet of natural gas produced and saved from said premises.

Lessee agrees to bury, when requested so to do by Lessor, all pipe lines used to conduct gas off the premises, and to pay all damage to growing crops not occasioned by the necessary operations under this lease.

Lessee is to have in consideration of the premises and the undertakings on the part of Lessee, the waste and casing head gas from oil wells, and gasoline, (with right to manufacture same), and water for use on or off the premises, and the right to operate and maintain roads, pipe lines and surface roads to and from adjoining lands, provided, however, if said waste or casing head gas be used for the manufacture of gasoline Lessee to pay Lessor its proportional part of twenty-five dollars per year per well for each well from which

10/20/2023

produce and market said oil and gas and gasoline and to possess so much of said lands as may be necessary or convenient to such operations, the right to use oil, gas and water from said lands in operation thereon, and the right to remove, at any time, any and all property placed by Lessee in or upon said premises, and Lessor waives the right to claim or hold during or after the term hereof any of said property as fixtures or as a part of the realty, and Lessor hereby warrants specially the title to the land herein leased and to the oil and gas and gasoline produced therefrom.

Said land being situate in Scott District, Boone County, and State of West Virginia, and on the waters of Horse Creek of Little Coal River of Kanawha and Mud River of Guyan, designated as Tract No. 2 in the report of William Thompson, Commissioner of School Lands of Boone County for the year 1883, containing 532 acres, more or less, and being a part of the Himes' Survey of 2679 acres, and also within the lines of Elijah Wood Survey of 10,000 acres, the interest of Kanawha Banking & Trust Company, as Trustee of the Estate of C. C. Lewis, Sr., therein, being a one-half (1/2) undivided interest, conveyed to said C. C. Lewis, Sr., by Abram Burlew by deed dated April 16, 1908, of record in Boone County, West Virginia, in Deed Book 7 at page 136, and the interest of Kanawha Banking & Trust Company, as Trustee of the Estate of Abram Burlew, deceased, therein being the one-half (1/2) interest remaining in said Burlew after said conveyance to said C. C. Lewis, Sr., out of the conveyance of said land made to Abram Burlew by F. C. Leftwich

10/20/2023

ARTICLE XV.

GOVERNMENTAL REGULATION

This contract shall be subject to all valid applicable state, federal, and local laws, rules and regulations.

ARTICLE XVI.

FORCE MAJEURE

In case either party to this contract fails to perform any obligations hereunder assumed by it and such failure is due to acts of God or a public enemy, strikes, riots, injunctions or other interference through legal proceedings, breakage or accident to machinery or lines of pipe, washouts, earthquakes, storms, freezing of lines or wells, blowouts, the failure of wells in whole or in part, or the compliance with any statute, either State or Federal, or with any order of the Federal Government or any branch thereof, or of the Government of the State wherein subject premises are situate, or to any causes not due to the fault of such party, or is caused by the necessity for making repairs or alterations in machinery or lines of pipe, such failure shall not be deemed to be a violation by such party of its obligations hereunder, but such party shall use diligence to again put itself in position to carry out all of the obligations which by the terms hereof it has assumed.

ARTICLE XVII.

NOTICES

All notices required to be given in writing shall be sent by postpaid, certified, United States mail, addressed to the respective parties at such addresses stated below or as hereinafter designated by written notice:

Buyer:	Pennzoil Company P. O. Box 1588 Parkersburg, West Virginia 26101
Seller:	Ashland Exploration, Inc. P. O. Box 391 Ashland, Kentucky 41101

ARTICLE XVIII.

MISCELLANEOUS

1. To the extent that Seller has the right to do so under its leases, Seller hereby grants to Buyer the right of egress and ingress together with the right to install, maintain and operate on the lands held by these leaseholders any and all pipelines, measuring equipment and other facilities required to enable the Buyer to take delivery of gas under this contract in accordance with the terms thereof. Subject to prior notice, Seller also grants to Buyer the right to test wells at Buyer's option. All such pipelines, measuring equipment and other facilities shall be installed so as not to interfere with Seller's operations on its leases as of the time such pipelines, measuring equipment and other facilities may be installed.

2. Seller agrees that it will maintain any and all of its facilities and perform any and all acts necessary for the delivery of gas to Buyer hereunder; provided, however, that Seller shall not be required or obligated to drill, rework or deepen any well and Seller shall not be required or obligated to operate any well or maintain any of its facilities referred in this paragraph which in Seller's judgment, exercised in good faith, it would be uneconomical for Seller to do so.

4. Each party shall have the right at all reasonable times to examine the books, records, and charts of the other party to the extent necessary to verify the accuracy of any statement, charge, computation or demand made under or pursuant to any of the provisions of this contract.

#### ARTICLE XI.

##### OPTION TO BUY

Seller agrees not to permit the leases dedicated to this contract to lapse or expire, or become forfeited, or to be surrendered for cancellation, during the term of this contract until after an assignment of said leases, conveying good and marketable title, free from all liens and encumbrances, shall have been tendered free of cost to Buyer and refused by it.

#### ARTICLE XII.

##### TERMINATION

1. When the production of gas from the subject premises or formation so decreases in volume that Seller is unable to deliver therefrom, under this contract, against prevailing pipeline pressures, an average volume of 5,000 cubic feet of gas per day, either party, except as hereinafter provided, may terminate this contract, after which no further liability shall accrue, and the parties may reclaim and remove the property furnished by them respectively for the purposes of this contract. However, Seller shall not have such right to terminate this contract until after Seller shall have tendered to Buyer, in writing, an offer to assign and convey the leasehold estate and any wells on the dedicated acreage for the price of the then salvage value of the material constituting downhole well equipment, free from all liens and encumbrances, and Buyer shall not have accepted such offer within thirty (30) days of the receipt thereof.

2. All lines, fittings, material and equipment furnished for use under this contract shall remain the property of the party furnishing the same, and may be removed by such party at the termination or expiration of this contract, except as otherwise provided herein.

#### ARTICLE XIII.

##### WARRANTY

Seller warrants generally the title to the gas hereby sold and covenants and agrees to indemnify and save harmless the Buyer of and from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of the claims of any and all other persons to the gas hereby sold, or to lease rentals or gas royalties related thereto. Buyer expressly reserves the right to withhold payment arising from the sale of gas from any or all of the wells subject to this contract when, in its judgment, there are other bona fide claimants thereto. It is understood and agreed that neither this contract nor anything herein contained shall constitute an estoppel or otherwise prevent the Buyer, or those under whom it claims, from claiming and maintaining that it or they own, have under lease, or otherwise have a claim to or demand against the dedicated acreage and the production therefrom.

#### ARTICLE XIV.

##### LABOR AND WAGE LAW

Seller warrants that the gas sold hereunder will be produced in compliance with the provisions of the Civil Rights Act of 1964 (July 2, 1964, 78 Stat. 241) and the Fair Labor Standards Act of 1938 (June 25, 1938, 52 Stat. 1060), as amended, all provisions thereof being incorporated herein by reference. 10/20/2023

ARTICLE IX.

MEASUREMENT

1. Measurement Base. For the purpose of this contract, the volumetric measurement base shall be one cubic foot of gas at a pressure base of 14.73 pounds per square inch absolute and a temperature base of 60 degrees (60°) Fahrenheit.
2. Atmospheric Pressure. The average absolute atmospheric (barometric) pressure shall be assumed to be 14.4 pounds to the square inch.
3. Flowing Temperature. The flowing temperature shall be assumed to be 60 degrees (60°) Fahrenheit, and may be adjusted to actual flowing conditions by the Buyer if deemed necessary by Buyer.
4. Specific Gravity. The specific gravity of the natural gas shall be determined by Buyer at the commencement of deliveries hereunder and as often thereafter as deemed necessary by Buyer or Seller.
5. Measurement Equipment. All said gas shall be measured by an orifice or displacement type meter or other approved measuring devices of equal accuracy. Orifice meters shall be installed and operated, and gas volumes computed in accordance with Report No. 3 of the Gas Measurement Committee of the American Gas Association as amended, expanded or superseded. Displacement meter readings shall be adjusted for flowing conditions.
6. Meter Accuracy. If Seller challenges the accuracy of any meter in use under this contract and requests to have the meter tested, Buyer shall test the meter in the presence of and to the satisfaction of Seller or a representative if Seller wishes to exercise the right to be present or represented at such test. If the meter on test shall prove to be accurate within plus or minus two (2) percent, the cost of testing and repairing the same shall be borne by the Seller, but if the meter on test proves to be in error by more than two (2) percent, then the cost of testing and repairing same shall be borne by Buyer.
7. Adjustment for Metering Errors. In the event any measuring equipment is out of service for test or repair, or is found to be in error for any reason, deliveries through such equipment shall be estimated in a practical manner utilizing all available information to determine the volume of gas for the delivery period affected.
8. Determination of Btu Content. The Btu content per cubic foot of natural gas delivered hereunder at a temperature of sixty degrees (60°) Fahrenheit, saturated with water vapor and at an absolute pressure equivalent to 14.73 psia, shall be determined by Buyer at such intervals of time as may be deemed necessary by Buyer.

ARTICLE X.

BILLING AND PAYMENT

1. On or before the last day of each calendar month Buyer shall mail to Seller a statement showing the quantity of natural gas delivered by Seller to Buyer during the billing period ending within the next preceding calendar month and Buyer's check in payment for said natural gas.
2. Should Buyer fail to pay the full amount due Seller when the same is due, as herein provided, and if such failure to pay continues for sixty (60) days, Seller may suspend deliveries of gas hereunder, but the exercise of such right shall be in addition to any and all other remedies available to Seller.
3. Upon request, Buyer shall mail or deliver to Seller for checkin and calculation all data and charts used in the measurement of gas delivered hereunder within twenty (20) days after the last chart for each billing period is removed from the meters. Such charts shall be returned to Buyer within thirty (30) days.

10/20/2023

SEP 23 1985

RECEIVED  
OCT - 7 1985



WW-9

DIVISION OF OIL & GAS  
DEPARTMENT OF ENERGY

State of West Virginia  
Department of ENERGY  
Oil and Gas Division

DATE September 20, 1985  
WELL NO. C.C. Lewis Heirs # 1  
API NO. 47 - 005 - 01237-D  
Serial # 009370

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME Ashland Exploration, Inc  
Address Box 391, Ashland, Ky. 41114  
Telephone 606-329-5258

DESIGNATED AGENT Forrest Burkett  
Address Box 379, Brenton, WV 24818  
Telephone 304-732-6677

LANDOWNER C.C. Lewis Heirs, Limited

SOIL CONS. DISTRICT Guyon

Revegetation to be carried out by Ashland Exploration, Inc. (Agent)

This plan has been reviewed by Guyon SCD. All corrections and additions become a part of this plan: 9-26-85 (Date)

Russ Slaw  
(SCD Agent)

ACCESS ROAD

LOCATION

Structure Culverts - steel - 15" (A)

Structure Diversion ditch (1)

Spacing 100'

Material Earth & rock

Page Ref. Manual 2-7 & 2-8

Page Ref. Manual 2-12

Structure Headwalls - Rock rip-rap (B)

Structure Drilling pit (2)

Spacing N/A

Material Earth & rock - lined & treated

Page Ref. Manual 2-7D, 7 & 8, 2-10, 2-11

Page Ref. Manual N/A

Structure Drainage ditch (C)

⊗ Structure Sediment barrier (3)

Spacing N/A

Material straw bales or brush

Page Ref. Manual 2-12

Page Ref. Manual 2-16

⊗ Also on Access road  
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 (Access Road)

Treatment Area II (Location)

Lime 3 Tons/acre

Lime 3 Tons/acre

or correct to pH 6.5

or correct to pH 6.5

Fertilizer 500 lbs/acre  
(10-20-20 or equivalent)

Fertilizer 500 lbs/acre  
(10-20-20 or equivalent)

Mulch Straw Tons/acre

Mulch Straw Tons/acre

Seed\* Ky 31 Tall Fescue 20 lbs/acre

Seed\* Ky 31 Tall Fescue 20 lbs/acre

Creeping Red Fescue 20 lbs/acre

Creeping Red Fescue 20 lbs/acre

Red Top 5 lbs/acre

Red Top 5 lbs/acre

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

10/20/2023

PLAN PREPARED BY John H. Burnett

ADDRESS Box 391

Ashland, Ky. 41114

PHONE NO. 606-329-5258

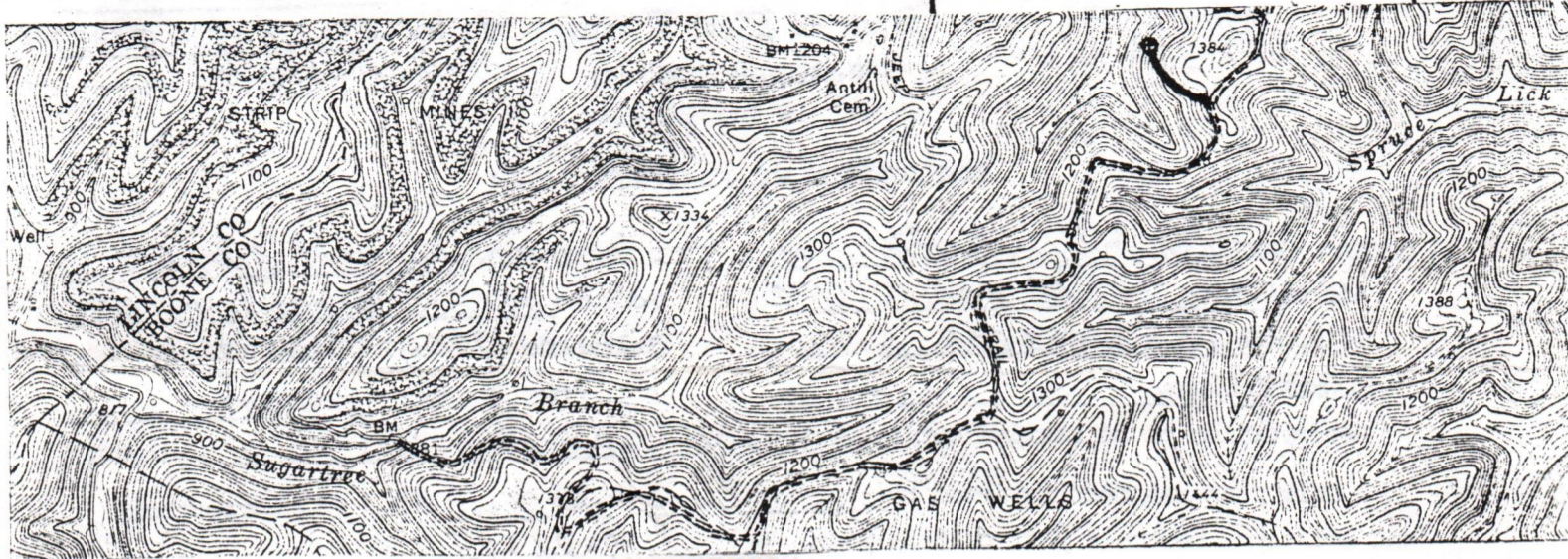
NOTES: Please request landowner's cooperation to protect new seedling for one growing season. Attach separate sheets as necessary for comments.

ATTACH OR PHOTOCOPY SECTION OF INVOLVED TOPOGRAPHIC MAP. QUADRANGLE Mud

LEGEND

Well Site ⊕

Access Road ———

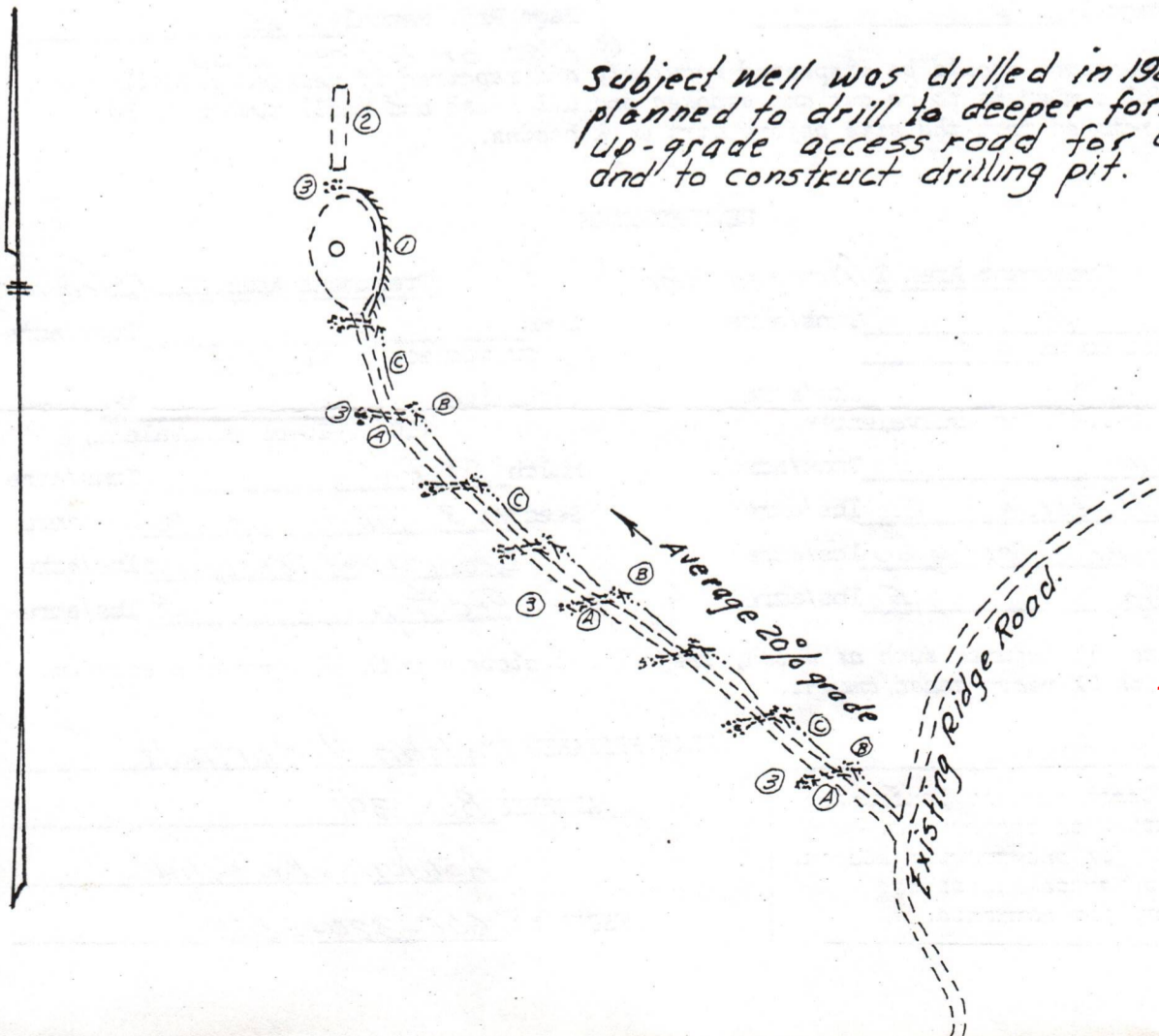


WELL SITE PLAN

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 ———	Diversion // // // // //
Road = = = = =	Spring ○ →
Existing fence — x — x —	Wet spot ☼
Planned fence — / — / —	Building ■
Stream ~ ~ ~ ~ ~	Drain pipe — ○ — ○ — ○ —
Open ditch — ···· — ···· — ···· —	Waterway < = = = =



Subject well was drilled in 1927. It is now planned to drill to deeper formation and up-grade access road for equipment use, and to construct drilling pit.

10/20/2023



Return to:  
United Carbon Co.,  
P.O. Box 115,  
Charleston, W. Va.

THIS DEED, made this 1st day of March, 1941, by and between CAMBRIDGE GAS COMPANY, a Delaware corporation, party of the first part, and UNITED CARBON COMPANY, a Delaware corporation, party of the second part;

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations cash in hand paid by the party of the second part to the party of the first part, receipt of which is hereby acknowledged, the said party of the first part doth grant, bargain, sell, assign, transfer and set over unto the party of the second part all the following described property, namely:

(1) All that certain oil and gas lease and leasehold estate created by agreement between Kanawha Banking & Trust Company, Trustee, as lessor, and Cambridge Gas Company, as lessee, dated August 27, 1923, and of record in the office of the Clerk of the County Court of Boone County, West Virginia, in Oil & Gas Book No. 7, page 96, covering a tract of land therein described as containing five hundred and thirty two (532) acres, more or less, situate in Scott District of said County and State; together with all gas wells located thereon and all pipe lines and appurtenances of same owned by the party of the first part; subject, however, to a certain gas sales contract between Fairbanks Gas Company, seller, and Clayco Gas Company, buyer, dated January 1, 1931, and recorded in said Clerk's Office in Contract Book No. 11, page 190, as amended by another contract, supplemental thereto, between said Fairbanks Gas Company and Clayco Gas Company dated November 15, 1932, and recorded in said

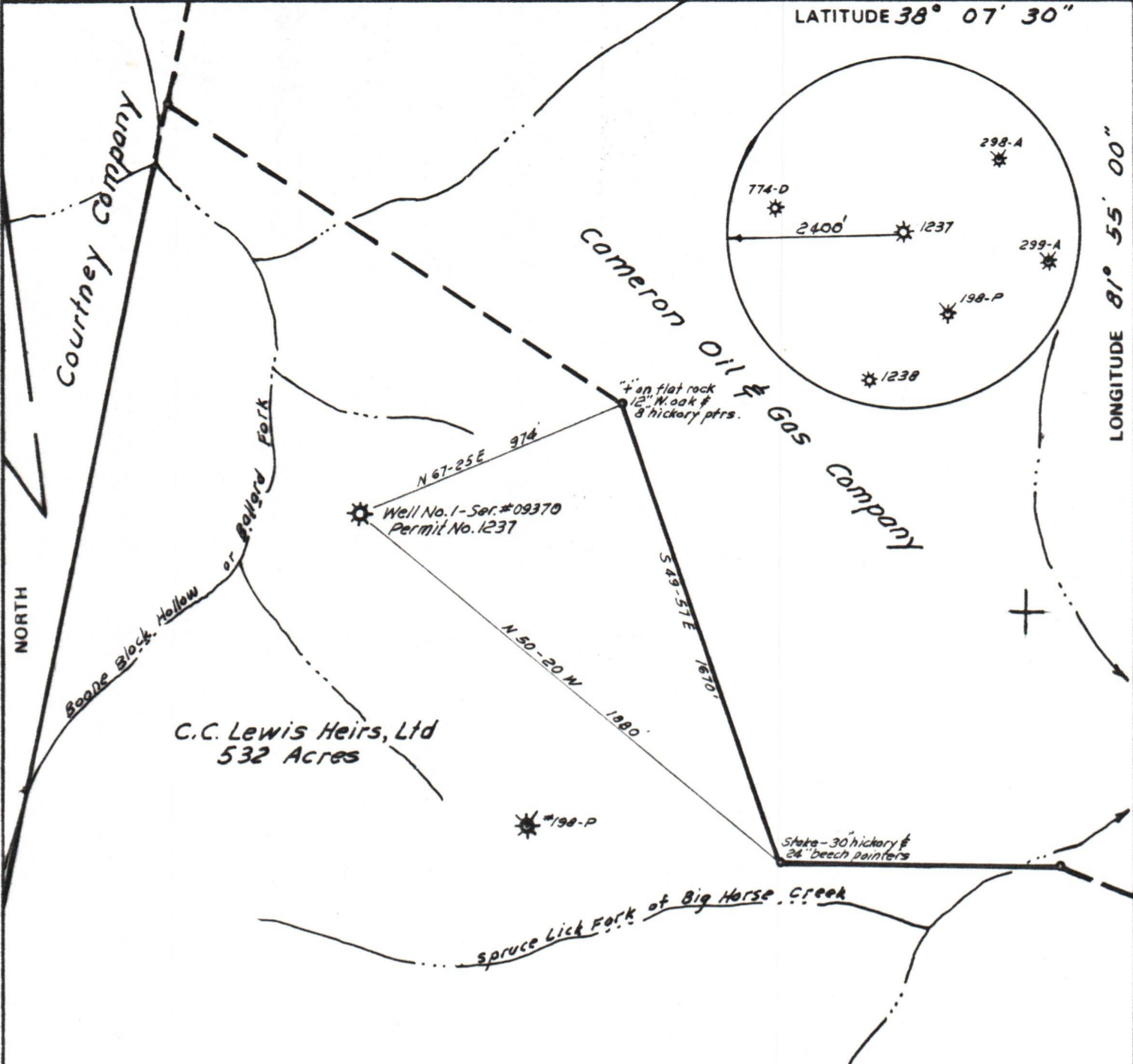
10/20/2023

MN 10-25-85

1500'

LATITUDE 38° 07' 30"

LONGITUDE 81° 55' 00"



FILE NO. \_\_\_\_\_  
 DRAWING NO. \_\_\_\_\_  
 SCALE 1" = 500'  
 MINIMUM DEGREE OF ACCURACY 1 in 220  
 PROVEN SOURCE OF ELEVATION U.S.G.S. B.M. in gap between Horse Ck. & Mud River. Elev. = 1203.60

I THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND SHOWS ALL THE INFORMATION REQUIRED BY LAW AND THE REGULATIONS ISSUED AND PRESCRIBED BY THE DEPARTMENT OF MINES.  
 (SIGNED) John H. Burnett  
 R.P.E. 1442 L.L.S. \_\_\_\_\_

PLACE SEAL HERE

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



DATE September 30, 1985  
 OPERATOR'S WELL NO. 1-Ser. #09370  
 API WELL NO. \_\_\_\_\_  
47 - 005 - 1237 - 0  
 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 1121.8-casing WATER SHED Big Horse Creek of Little Cool River  
 DISTRICT Scott COUNTY Boone  
 QUADRANGLE Mud  
 SURFACE OWNER C.C. Lewis Heirs, Limited ACREAGE 532  
 OIL & GAS ROYALTY OWNER C.C. Lewis Heirs, Limited LEASE ACREAGE 532 10/20/2023  
 LEASE NO. 3977

PROPOSED WORK: DRILL \_\_\_ CONVERT \_\_\_ DRILL DEEPER X REDRILL \_\_\_ FRACTURE OR STIMULATE X PLUG OFF OLD FORMATION \_\_\_ PERFORATE NEW FORMATION \_\_\_ OTHER PHYSICAL CHANGE IN WELL (SPECIFY) \_\_\_\_\_

PLUG AND ABANDON \_\_\_ CLEAN OUT AND REPLUG \_\_\_  
 TARGET FORMATION Devonian Shale ESTIMATED DEPTH 4425'  
 WELL OPERATOR Ashland Exploration, Inc DESIGNATED AGENT Forrest Burkett  
 ADDRESS Box 396, Ashland Ky. 41114 ADDRESS Box 379, Brenton, WV 24818

EXHIBIT "A"

Attached to and made a part of Gas Purchase Contract No. 1850 dated March 11, 1981, by and between Pennzoil Company, Buyer, and Ashland Exploration, Inc., Seller, covering lands located as follows:

10/20/2023

<u>Lessor</u>	<u>Lessee</u>	<u>Date of Lease</u>	<u>Acres</u>	<u>District</u>	<u>County</u>	<u>State</u>	<u>Recorded BookPage</u>
Kanawha Bank & Trust Company, Trustee	Cambridge Gas Co.	8-27-23	532	Scott	Boone	W. Va.	7-96

3. Seller agrees to operate its wells in a workmanlike manner and in accordance with the rules, regulations and orders of any regulatory body having jurisdiction and to keep its wells in good condition.

4. No waiver by either party of one or more defaults by the other in the performance of any of the provisions of this contract shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or of a different character.

WITNESS the signatures and seals of the parties hereto hereunto subscribed and affixed as of the day and year first hereinabove written.

PENNZOIL COMPANY

WITNESS: Sharon J. Haught  
\_\_\_\_\_

BY: James A. Pinner  
ITS: Attorney in Fact

BUYER

ASHLAND EXPLORATION, INC.

WITNESS: Alan R. Hooge  
Martha L. Knipp

<sup>LOD</sup>  
BY: A. Fred Williams  
ITS: Administrative Vice President

SELLER

10/20/2023